

**STATE OF WASHINGTON
OFFICE OF THE SECRETARY OF STATE
OLYMPIA, WASHINGTON**

**REQUEST FOR PROPOSALS
RFP NO. 23-11**

PROJECT TITLE: Trust in Washington Elections Messaging Campaign

PROPOSAL DUE DATE: July 21, 2023

EXPECTED TIME PERIOD FOR CONTRACT: Sept. 18, 2023 to Jan. 31, 2025

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

CONTENTS OF THE REQUEST FOR PROPOSALS

- 1. Introduction**
- 2. General Information for Contractors**
- 3. Proposal Contents**
- 4. Evaluation and Contract Award**
- 5. Exhibits**
 - A. Certifications and Assurances**
 - B. Small Business Self-Certification Statement**
 - C. Contractor Certification for Executive Order 18-03 – Workers’ Rights**
 - D. Contract including General Terms and Conditions**

1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The Washington State Office of the Secretary of State, Information Security & Response Division (OSOS), is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in participating on the following described project:

OSOS seeks to engage a Contractor to provide services related to the creation and distribution of advertising and materials to inform Washingtonians about the accessibility and security of elections and voting in Washington state.

State and local election offices across the country are continuously confronted by rumors and disinformation about U.S. elections and voting. These falsehoods have led to mistrust in the electoral process, voter confusion and disillusionment, and threats against election workers and officials. With disinformation campaigns growing in scale and sophistication, chief election officials, such as secretaries of state and local election administrators, must augment their election education and outreach efforts to proactively spread and amplify trusted elections information.

Washington state is not immune to the challenges posed by election misinformation. A recent statewide poll conducted by SurveyUSA, commissioned by KING 5 News, The Seattle Times, The University of Washington's Center for an Informed Public, and Washington State University's Murrow College of Communication found that nearly a third (28%) of Washington voters do not trust the state's vote-by-mail system. As distrust and falsehoods about the security of vote-by-mail elections persist, OSOS plays a critical role in the delivery of accurate and reliable elections information to communities throughout the state that dispels rumors and builds trust in Washington's electoral process.

1.2 OBJECTIVE

The Contractor shall develop a multi-platform, integrated outreach and advertising campaign to span calendar year 2024 that educates Washingtonians about the integrity of Washington's vote-by-mail system. The campaign will include the creation of graphics, PSAs, videos, and strategic partnerships, and the placement and distribution of the aforementioned assets across digital, social, out-of-home, and print platforms. The creative assets must provide impartial, accurate elections information specific to Washington state, using plain language and captivating, rooted-in-place imagery, that unifies Washingtonians and inspires confidence in Washington's electoral process and voting. The Contractor must acquire media placements in rural and underserved areas in addition to spanning major media markets across the state, and reach voting-eligible Washington residents and future voters about the integrity of Washington's elections and voting.

1.3 MINIMUM QUALIFICATIONS

Contractor must be registered to do business with the state and have a current Unified Business Identifier (UBI) number. Contractor must have eight (8) years of experience in creative design with an emphasis on digital, media planning, advertising, public service announcements, market research and strategic planning.

It is preferred that the Contractor have additional qualifications in most of the following: advertising for government agencies, elections-related messaging, brand partnerships, video production and animation.

1.4 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about September 18, 2023 and to end on January 31, 2025. Amendments extending the period of performance, if any, shall be at the sole discretion of OSOS. OSOS reserves the right to extend the

period of performance for up to three (3) additional one-year terms. Any extension will be subject to mutual agreement between OSOS and the Contractor. The total contract term may not exceed five (5) years.

1.5 DEFINITIONS

Definitions for the purposes of this RFP include:

Apparent Successful Contractor – the Contractor identified by OSOS, after evaluation of Proposals, who is recommended for contract award.

Contractor – the individual or company submitting a Proposal in order to attain a contract with OSOS.

OSOS – The Office of the Secretary of State, the agency of the state of Washington that is issuing this RFP.

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

RFP – This Request for Proposals.

WEBS – Washington’s Electronic Business Solution, an online vendor registration and bid notification system.

1.6 Americans with Disabilities Act Compliance

OSOS complies with the Americans with Disabilities Act. Contractors may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

1.7 FUNDING

OSOS has budgeted an amount not to exceed \$1.5 million for this project. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

2. GENERAL INFORMATION FOR CONTRACTORS

2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in OSOS for this procurement. All communication between the Contractor and OSOS upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name	Jim Webster
Address	PO Box 40224
City, State, Zip Code	Olympia, WA 98504-0224
E-Mail Address	jim.webster@sos.wa.gov

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

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue RFP	June 16, 2023
Question and Answer Period	June 16-July 7, 2023
Last Date for Questions regarding RFP	July 7, 2023
Preproposal Conference	June 28, 2023
Publish Q&As from Preproposal Conference on WEBS and OSOS website	July 3, 2023

Publish complete list of Q&As on WEBS and OSOS website	July 11, 2023
Last Amendment to RFP	July 11, 2023
Last Date for Complaint	July 14, 2023
Proposals Due	July 21, 2023
Evaluate Proposals	July 24-Aug 11, 2023
Conduct Oral Presentations with Finalists (<i>if applicable</i>)	Aug 14-16, 2023
Announce Apparent Successful Contractor and Notify Unsuccessful Contractors	Aug 18, 2023
Hold Debriefing Conferences (if requested)	See Section 4.10
Protest	See Section 4.10
Negotiate Contract	Aug 21-Sept 1, 2023
Begin Contract Work	Sept 18, 2023

OSOS reserves the right to revise the above schedule.

2.3 PREPROPOSAL CONFERENCE

A preproposal conference is scheduled to be held on Wednesday, June 28, 2023 at 10 a.m. Pacific Time, via Microsoft Teams (*information to join meeting is below*). All prospective proposers should attend; however, attendance is not mandatory. Written questions may be submitted in advance to the RFP Coordinator. The conference will end when there are no more questions from Contractors. OSOS shall be bound only to written answers to questions. Any oral responses given at the preproposal conference shall be considered unofficial.

[Click here to join the meeting](#) Meeting ID: 235 510 710 229 Passcode: xDAdiQ
 Call-in # [+1 206-899-2560](tel:+12068992560), [466308205#](tel:+1206466308205) Phone Conference ID: 466 308 205#

Within five business days of the preproposal conference, a copy of the questions and answers from the preproposal conference will be placed on WEBS and the OSOS website: <http://www.sos.wa.gov/office/procurements.aspx>.

2.4 SUBMISSION OF PROPOSALS

Contractors are required to submit an electronic copy of their Proposal. The Proposal must be received by OSOS no later than 4:00 p.m., Pacific Time, on July 21, 2023. Attachments to the e-mail shall be in Microsoft Word or PDF format.

The Proposal is to be sent to the RFP Coordinator at the e-mail address noted in Section 2.1.

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

The Contractor's Proposal must respond to all the solicitation requirements. Do not respond by referencing material presented elsewhere. The e-mailed Proposal shall be considered complete and stand on its own merits. Failure to respond to any portions may result in rejection of the Proposal as non-responsive.

Include Contractor's contact information for this RFP with name, title, email, and telephone number.

The Apparent Successful Contractor will be expected to enter into a contract which is substantially the same as the Contract including General Terms and Conditions attached as Exhibit D. In no event is a Contractor to submit its own standard contract terms and conditions in response to this solicitation. The Contractor may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit A, Certifications and Assurances form. OSOS will review requested exceptions and accept or reject the same at its sole discretion.

2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of OSOS.

All Proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the authorized officer of OSOS and the Apparent Successful Contractor; thereafter, the Proposals shall be deemed public records as defined under the Public Records Act, RCW Chapter 42.56.

Any information in the proposal that the Contractor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Contractor is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right-hand corner of the page.

OSOS will consider a Contractor's request for exemption from disclosure; however, OSOS will make a decision predicated upon RCW Chapter 42.56 and Chapter 143-06 of the Washington Administrative Code. Marking the entire Proposal exempt from disclosure will not be honored. The Contractor must be reasonable in designating information as confidential. If any information is marked as proprietary in the Proposal, such information will not be made available until the affected Contractor has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.56.120. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

2.6 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be published on WEBS and the OSOS website: <http://www.sos.wa.gov/office/procurements.aspx>. For this purpose, any pertinent information and answers to substantive questions by potential Contractors shall be considered an addendum to the RFP and also placed in WEBS and the OSOS website. OSOS also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.7 SMALL, MINORITY-OWNED, WOMEN-OWNED, AND VETERAN-OWNED BUSINESS PARTICIPATION

The state of Washington encourages participation in all its contracts by Washington small businesses, minority-owned and women-owned businesses, and veteran-owned businesses. Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis.

Per RCW 39.26.010(22), a "small business" is an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that: (1) certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either fifty (50) or fewer employees or a gross revenue of less than seven million dollars annually; or (2) is certified by the Office of Minority and Women's Business Enterprises (OMWBE). Contractors that qualify as a "small business" within the meaning of RCW 39.26.010(22) are encouraged to complete and submit with their Proposal the Small Business Self-Certification Statement attached as Exhibit B.

Contractors that are women-owned or minority-owned as described in RCW 39.19 and have not been certified with OMWBE are encouraged to do so. Contractors may contact OMWBE at (360) 664-9750 or technicalassistance@omwbe.wa.gov to obtain information regarding certification and certified firms. Contractors that are veteran-owned and have not been certified with the Washington Department of Veterans Affairs (WDVA) are encouraged to do so. Contractors may contact WDVA at (360) 725-2169 or vob@dva.wa.gov to obtain information regarding certification and certified firms.

No preference will be included in the evaluation of bids for small, minority-owned, women-owned or veteran-owned businesses, no minimum level of small, minority-owned, women-owned or veteran-owned business participation will be required as a condition for receiving an award, and bids will not be evaluated, rejected or considered non-responsive on that basis. However, any affirmative action requirements set forth in federal statutes or regulations included or referenced in the contract documents will apply.

2.8 ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by OSOS from the later of the due date for receipt of Proposals or receipt of best and final offers (if utilized). Contractor agrees that during the acceptance period it may not modify, withdraw, or cancel its Proposal.

2.9 RESPONSIVENESS

All Proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Contractor is specifically notified that failure to comply with any part of the RFP may result in rejection of the Proposal as non-responsive.

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

2.10 MOST FAVORABLE TERMS

OSOS reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially on the most favorable terms which the Contractor can propose. OSOS reserves the right to contact a Contractor for clarification of its Proposal. OSOS also reserves the right to enact a best and final offer (BAFO) process. If so enacted the procedure is described in Section 4.

The Contractor should be prepared to accept this RFP, all addenda to this RFP, all clarifying responses and a best and final offer, as applicable, for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Contractor's Proposal. It is understood that the Proposal will become a part of the official procurement file on this matter without obligation to OSOS.

2.11 CONTRACT INCLUDING GENERAL TERMS AND CONDITIONS

The Apparent Successful Contractor will be expected to enter into a contract which is substantially the same as the Contract including General Terms and Conditions attached as Exhibit D. In no event is a Contractor to submit its own standard contract terms and conditions in response to this solicitation. The Contractor may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. OSOS will review requested exceptions and accept or reject the same at its sole discretion.

2.12 COSTS TO PROPOSE

OSOS will not be liable for any costs incurred by the Contractor in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.13 NO OBLIGATION TO CONTRACT

This RFP does not obligate the state of Washington or OSOS to contract for services specified herein.

2.14 REJECTION OF PROPOSALS

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

2.15 COMMITMENT OF FUNDS

The Secretary of State or their delegate(s) are the only individuals who may legally commit OSOS to the expenditure of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.16 ELECTRONIC PAYMENT

The state of Washington prefers to utilize electronic payment in its transactions. The Apparent Successful Contractor will be provided a form to complete with the contract to authorize such payment method.

2.17 INSURANCE COVERAGE

Should a contract be awarded pursuant to this RFP, the Contractor will be required to provide insurance coverage as described in Exhibit D, Contract including General Terms and Conditions.

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 its employees for services performed under the terms of the contract.

2.18 EVALUATION PREFERENCE

Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with Executive Order 18-03 – *Supporting Workers' Rights to Effectively Address Workplace Violations* (dated June 12, 2018), OSOS will evaluate bids for best value and provide a bid preference in the amount of 5% of the available proposal points to any bidder who certifies, pursuant to the certification attached as Exhibit B – *Contractor Certification for Executive Order 18-03 – Workers' Rights*, that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver.

3. PROPOSAL CONTENTS

Proposals must include the following four sections:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP)
2. Technical Proposal
3. Management Proposal
4. Cost Proposal

Proposals must provide information in the same order as presented in this RFP and with the same headings. This will not only be helpful to the evaluators of the Proposal, but should assist the Contractor in preparing a thorough response.

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

3.1 LETTER OF SUBMITTAL (MANDATORY)

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

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
3. Legal status of the Contractor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.
5. Location of the facility from which the Contractor would operate.
6. Identify any state employees or former state employees employed or on the firm's governing board as of the date of the Proposal. Include their position and responsibilities within the Contractor's organization. If following a review of this information, it is determined by OSOS that a conflict of interest exists, the Contractor may be disqualified from further consideration for the award of a contract.

3.2 TECHNICAL PROPOSAL (SCORED)

The Contractor must design a multi-platform, integrated advertising and outreach campaign that educates Washingtonians about elections and voting and improves confidence in the state's electoral process. To get ahead of anticipated election misinformation, this campaign must "pre-bunk" prevalent rumors, amplify the OSOS and county election offices as primary sources of accurate and reliable elections information, and encourage civic participation. The campaign must be activated from January 2024 through mid-December 2024, with media placements coalescing around Washington state's five elections occurring in 2024 and important civic holidays, with an emphasis on the 2024 General Election. Though ads should appear in Washington state's major media markets, some emphasis should be placed on identifying paid media and outreach opportunities in rural areas or areas with disenfranchised, underserved, and historically marginalized populations. As such, some creative must also be developed in non-English languages, including Spanish, Chinese, and Vietnamese.

All creative produced by the Contractor must nest with the OSOS' strategic elections messaging objectives and therefore, the OSOS will have full creative agency over final products. No materials produced by the Contractor should be considered final until approvals are received by OSOS.

In addition, creative should be "rooted in place" to the extent possible. In other words, imagery should be specific to Washington state and how Washington-certified election administrators conduct elections.

Clear measures of success must be identified in the Proposal by the Contractor, and finalized in consultation with OSOS.

Expected deliverables include but are not limited to:

- Creative for digital, social media, out-of-home, and print:
 - A library of graphics and GIFs for social media posts that educate Washingtonians on various elections processes and laws and preemptively address prevalent election rumors.

- Brand style guide that includes campaign logos, colors, fonts, etc.
 - A library of icons and other graphical elements for use by OSOS' in-house creative projects related to elections messaging, education, and outreach
 - Digital ads for programmatic, paid placements, and online partnerships
 - Out-of-home ads, including billboards, transit, and other high-traffic opportunities throughout the state of Washington. These opportunities should also prioritize reaching disenfranchised, underserved, and historically marginalized communities.
- Videos and public service announcements:
 - Script development for a variety of videos and PSAs
 - Brief animated videos explaining various election processes and laws. Topics may include but are not limited to: voting system integrity, pre- and post-election audits, signature verification, and post-election ballot tallying and curing.
 - "Billie the Ballot" video series that explains the path of a Washington state voter's ballot, told through the eyes of Billie the Ballot. In addition, brief clips from the series should be segmented that can be featured on various digital, social media, and broadcast platforms.
 - PSAs about the security of ballot drop boxes, different ballot return methods, and ballot chain of custody.
 - Partnerships:
 - Videos, PSAs, and social media content in collaboration with various community partners including but not limited to professional sports teams, universities/colleges, nonprofits, and other government agencies.

Contractor's Proposal shall also contain as a deliverable a Final Report to OSOS that details and analyzes campaign performance and provides recommendations for improvement in future campaigns. The Final Report shall cover the activities conducted from the commencement of the campaign to the end of the campaign period, and shall be delivered to OSOS, and a briefing meeting coordinated and held with OSOS personnel to discuss its contents, by no later than December 15, 2024. Following the briefing, and for a period of 30 days thereafter, Contractor shall be available to OSOS to answer follow-up questions and to participate in a final closeout meeting with OSOS personnel.

The technical proposal must contain a comprehensive description of services including the following elements:

- A. Project Approach/Methodology** – Include a complete description of the Contractor's proposed approach and methodology for the project. This section should convey Contractor's understanding of the proposed project.
- B. Work Plan** – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Contractor's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of OSOS staff. The Contractor may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
- C. Project Schedule** – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
- D. Deliverables** – Fully describe deliverables to be submitted under the proposed contract.
- E. Outcomes and Performance Measurement** – Describe the impacts/outcomes the Contractor proposes to achieve as a result of the delivery of these services, including how these outcomes would be monitored, measured and reported to OSOS.

- F. **Risks** - Define risks you identify as being significant to the success of the project. Include how you would propose to effectively monitor and manage these risks, including reporting of risks to OSOS's contract manager.

3.3 MANAGEMENT PROPOSAL

A. Project Management (SCORED)

1. **Project Team Structure/Internal Controls** - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.
2. **Staff Qualifications/Experience** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes for the named staff which include information on the individuals' particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Contractor must commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of OSOS.

B. Experience of the Contractor (SCORED)

1. Indicate the experience the Contractor and any subcontractors have in the following areas:

Creative design with an emphasis on digital; media planning; advertising; public service announcements; market research; strategic planning; advertising for government agencies; elections-related messaging; brand partnerships; video production; animation.
2. Indicate other relevant experience that indicates the qualifications of the Contractor, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Contractor has had during the last five years that relate to the Contractor's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.
4. Include a compact digital portfolio of Contractor's previous work in one or more of the following areas: Creative design; media planning; advertising; public service announcements; brand partnerships; video production; animation.

C. References (SCORED)

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three business references for whom work has been accomplished and briefly describe the type of service provided. The Contractor must grant permission to OSOS to contact the references. Do not include current OSOS staff as references. References will be contacted for the top-scoring Proposal(s) only.

D. Related Information (MANDATORY)

1. If Contractor or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
2. If Contractor's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington state employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
3. If Contractor has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Contractor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Contractor, or (b) litigated and such litigation determined that the Contractor was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Contractor's position on the matter. OSOS will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Contractor in the past five years, so indicate.
5. If during the past two (2) years and/or currently Contractor has been the subject of any merger or acquisition inquiries, or Contractor has initiated any merger or acquisition inquiries to another company, including any discussions that led to successful, ongoing, or abandoned proposals, please provide details.
6. If during the past two (2) years and/or currently Contractor has undergone bankruptcy or similar proceedings, please provide details.

E. OMWBE Certification

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

3.4 COST PROPOSAL

In order to be considered responsive to this RFP:

- The maximum cost proposed for this project, inclusive of any and all applicable taxes, fees or other charges, must be \$1.5 million or less; and
- The estimated costs of the proposed work and deliverables that will occur between the effective date of any contract awarded as a result of this RFP and June 30, 2024 are predominantly for creative development and do not exceed \$1 million, inclusive of any and all applicable taxes, fees or other charges; and
- The estimated costs of the proposed work and deliverables that will occur between July 1, 2024 and January 31, 2025 are predominantly for advertising and media placements and do not exceed \$500,000.00.

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

A. Identification of Costs (SCORED)

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Contractor is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Contractors are required to collect and pay Washington state sales tax, if applicable.

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

B. Computation

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Contractor's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

4. EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURE

Proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of Proposals shall be accomplished by an evaluation team, to be designated by OSOS, which will determine the ranking of the Proposals. Both the Contractors' responsibility and the responsiveness of their Proposals to this solicitation will be evaluated. In scoring against stated criteria, the evaluation team may consider such factors as accepted industry standards and a comparative evaluation of other Proposals in terms of differing price and quality. These scores will be used to determine the most advantageous Proposal to OSOS.

After receipt of Proposals and prior to the recommendation of an award, OSOS, at its sole discretion, may initiate discussions with one or more Contractors for clarification, and/or select the top-scoring Contractors as finalists for an oral presentation, and/or initiate a best and final offer process.

4.2 RESPONSIBILITY

In determining whether a Contractor is responsible, OSOS will consider (1) the Contractor's ability, capacity, and skill to perform the contract; (2) The Contractor's character, integrity, reputation, judgment, experience, and efficiency; (3) Whether the Contractor can perform the contract within the time specified; (4) the quality of Contractor's performance of previous contracts; (5) The previous and existing compliance by the Contractor with laws relating to the contract; (6) Whether, within the three-year period immediately preceding the date of this RFP, the Contractor has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW Chapter 49.46, 49.48, or 49.52; and (7) Such other information as may be secured having a bearing on the decision to award the contract.

4.3 RESPONSIVENESS

OSOS will initially classify all Proposals as either "responsive" or "nonresponsive". OSOS may deem a Proposal nonresponsive if: (1) any of the required information is not provided; (2) the submitted price is found to be excessive or inadequate as measured by the RFP criteria; or (3) the Proposal does not meet RFP requirements and specifications. OSOS may find any Proposal to be nonresponsive at any time during the procurement process. If OSOS deems a Proposal nonresponsive, it will not be considered further. The RFP Coordinator will notify the Contractor by email.

4.4 EVALUATION WEIGHTING AND SCORING

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

Technical Proposal – 40%		180 points
Project Approach/Methodology	30 points (maximum)	
Quality of Work Plan	50 points (maximum)	
Project Schedule	40 points (maximum)	
Project Deliverables	60 points (maximum)	
Management Proposal – 20%		90 points
Project Team Structure/ Internal Controls	30 points (maximum)	
Staff Qualifications/Experience	30 points (maximum)	
Experience of the Contractor	30 points (maximum)	
Cost Proposal – 35%	150 points (maximum)	150 points
Sub-Total		420 points
Executive Order 18-03 Evaluation Preference – 5%		21 points
References (top-scoring Contractor(s) only)		20 points
GRAND TOTAL		461 POINTS

References will be contacted for the top-scoring Contractor(s) only, based on the written Proposal. References will then be scored and included in the Grand Total.

4.5 ORAL PRESENTATIONS

Oral presentations, if considered necessary or desirable, may be utilized in selecting the Apparent Successful Contractor. OSOS, at its sole discretion, may elect to select the top-scoring Contractors from the evaluation of Proposals for an oral presentation and final determination of contract award. The cut-off for the top-scoring Contractors will be based on several considerations, such as responsiveness, qualifications, and competitiveness, suitability of the products and services offered, cost and economy, and the ability of the Contractor to perform. Should OSOS elect to hold oral presentations, it will contact the top-scoring Contractors to schedule a date, time and location. Commitments made by the Contractor in the oral presentation, if any, will be considered binding. The score from the oral presentation will be considered independently and will determine the Apparent Successful Contractor.

4.6 BEST AND FINAL OFFER (BAFO).

Contractors are encouraged to submit their most competitive offer, but there is a potential for a best-and-final offer (BAFO) process. This section defines that process.

OSOS reserves the right, any point during the evaluation of Proposals, to notify all remaining responsive and responsible Contractors that OSOS will require them to submit BAFOs. Contractors will not be allowed to make material changes to their Proposals unless they receive a request for a BAFO from OSOS.

The notice will be in writing and will set a specific time and date certain by which the Contractor must submit the BAFO to OSOS. The BAFO notice may set additional conditions and requirements for its submission. The notice will advise Contractors that the BAFO shall be in writing and that following the closing date for submission, OSOS intends to select the highest scoring responsive and responsible Contractor for award. Prior to the closing date for the submission of BAFOs, OSOS may, at its discretion, engage in discussion with any or all remaining Contractors regarding how they can make their Proposals more responsive to the selection criteria in the RFP. All Contractors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining BAFOs. In conducting discussions, there shall be no disclosure of any pricing information or other content derived from Proposals submitted by competing Contractors.

For purposes of the BAFO, Contractors may make such changes to their original Proposals as they believe appropriate to enhance their potential for selection and award under the selection criteria set forth in the RFP and the BAFO notice. Changes to the original Proposal must be clearly identified in the re-submitted Proposal using the Track Changes function in Microsoft Word.

Evaluation of BAFOs and selection of the Apparent Successful Contractor will be based upon the evaluation criteria set out in the RFP. Terms proposed as part of a BAFO must be substantially in accordance with the terms requested in this RFP and may not materially alter the requirements of the RFP. Contractors may be requested to make an oral presentation regarding their BAFO. The evaluation team may accept or reject any information submitted in a BAFO.

Contractors are not required to submit a BAFO and may submit a written response stating that their original Proposal remains as originally submitted. If a BAFO process is initiated, all Contractors that submitted a Proposal will be eligible for a debriefing conference.

At the conclusion of negotiations with the Apparent Successful Contractor, OSOS will require that the Contractor submit a signed contract as a BAFO pending acceptance.

4.7 REQUEST FOR DOCUMENTS

Upon concurrence with the recommendation of the evaluation team, the RFP Coordinator will request from the Apparent Successful Contractor the required documents and information, such as insurance policy documents, contract performance security, an electronic copy of any requested material (e.g., the Proposal, responses to clarification questions), and any other necessary documents. Receipt of this request does not constitute a contract between the Contractor and OSOS.

4.8 CONTRACT EXECUTION

Upon receipt of all required materials, a Service Contract including General Terms and Conditions substantially in the form of the attached Exhibit D will be presented to the Apparent Successful Contractor for signature. The Apparent Successful Contractor will be expected to accept and agree to all material requirements contained in the contract. If the Apparent Successful Contractor does not accept all material requirements, OSOS may move to the next highest scoring Contractor, or cancel the RFP. Work under the contract may begin when the contract is signed by all parties and OSOS has given Contractor a notice to proceed.

4.9 NOTIFICATION TO CONTRACTORS

Contractors whose Proposals are not selected for further consideration or award will be notified via facsimile or e-mail.

4.10 COMPLAINT, DEBRIEFING AND PROTEST PROCEDURES

A. COMPLAINTS

A Contractor may file a complaint concerning this RFP after any applicable question and answer period has ended, up until five (5) business days before the bid response deadline. The complaint may be based on any of the following:

- The solicitation unnecessarily restricts competition
- The solicitation evaluation or scoring process is unfair or flawed
- The solicitation requirements are inadequate or insufficient to prepare a response

Complaints must be in writing and sent to the RFP Coordinator. They should clearly articulate the basis for the complaint and should include a proposed remedy.

The RFP Coordinator will respond to all complaints in writing, and will post the response, including any changes to this RFP, on WEBS and the OSOS website. The RFP Coordinator's response to a Contractor's complaint is final and no appeal is available. The complaint may not be raised again during the protest period.

B. DEBRIEFING

Upon request, a debriefing conference will be scheduled with an unsuccessful Contractor after the announcement of the Apparent Successful Contractor. The request must be received by the RFP Coordinator within three (3) business days after the Contractor is notified that their bid was unsuccessful. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the unsuccessful Contractor's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

C. PROTESTS

This procedure is available to Contractors who submitted a Proposal in response to this RFP and who participated in a debriefing conference. Upon completing the debriefing conference, the Contractor is allowed five (5) business days to file a protest of the award with the RFP Coordinator.

Contractors protesting an award shall follow the procedures described below. Protests that do not follow these procedures will not be considered. This protest procedure constitutes the sole administrative remedy available to unsuccessful Contractors under this procurement.

All protests must be in writing and signed by the protesting party or an authorized agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator
- Errors in the scoring of Proposals, if applicable
- Non-compliance with procedures described in this RFP or OSOS policy
- Non-compliance with procedures described in the procurement document or agency protest process or DES policy requirements.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as an evaluator's professional judgment on the quality of a Proposal, or OSOS's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by OSOS. The Secretary of State or an employee delegated by the Secretary of State who was not involved in the procurement will consider the record and all available facts and issue a decision within ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Contractor that submitted a Proposal, such Contractor will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

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

If OSOS determines that the protest is without merit, OSOS may enter into a contract with the Apparent Successful Contractor. If the protest is determined to have merit, one or more of the alternatives noted in the preceding paragraph will be taken.

The protest decision is final and no appeal is available. If a Contractor does not accept the OSOS protest response it may try to seek relief from superior court.

5. RFP EXHIBITS

- Exhibit A Certifications and Assurances
- Exhibit B Small Business Self-Certification Statement
- Exhibit C Contractor Certification for Executive Order 18-03 – Workers' Rights
- Exhibit D Contract including General Terms and Conditions

EXHIBIT A

CERTIFICATIONS AND ASSURANCES

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

1. That all answers and statements made in the Proposal are true and correct.
2. That the prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single Proposal.
3. That the attached Proposal is a firm offer for the period of time specified in the solicitation, and it may be accepted by OSOS without further negotiation (except where obviously required by lack of certainty in key terms) at any time within that specified time period.
4. That in preparing the Proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this Proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. That I/we understand OSOS will not reimburse me/us for any costs incurred in the preparation of the Proposal. All Proposals become the property of OSOS, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in the Proposal.
6. That unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by me/us and will not knowingly be disclosed by me/us prior to the bid deadline, directly or indirectly, to any other Contractor or to any competitor.
7. That I/we agree submission of the attached Proposal constitutes acceptance of the solicitation contents and the attached Service Contract including General Terms and Conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. That no attempt has been made or will be made to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
9. That the Contractor has not, within the three-year period immediately preceding the date of the solicitation, been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW Chapter 49.46, 49.48, or 49.52.

I/we hereby certify, under penalty of perjury under the laws of the state of Washington, that the foregoing is true and correct.

(Signature of person authorized to sign on behalf of Contractor)

(Signature of person authorized to sign on behalf of Contractor)

(Printed name)

(Printed name)

(Title)

(Title)

(Date)

(Location)

(Date)

(Location)

EXHIBIT B

SMALL BUSINESS

SELF-CERTIFICATION STATEMENT

RCW Chapter 39.26.010(22) states:

(22) "Small business" means an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that:

- (a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either:
 - (i) Fifty or fewer employees; or
 - (ii) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the department of revenue over the previous three consecutive years; or

- (b) Is certified with the office of women and minority business enterprises under chapter 39.19 RCW.

I hereby certify, under penalty of perjury under the laws of the state of Washington, that

_____ **meets the above definition of a "small business".**

(Name of Contractor)

*(Signature of person authorized to sign
on behalf of Contractor)*

(Printed name)

(Title)

(Date)

(Location)

EXHIBIT C

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

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

Solicitation No.: RFP 23-11

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

No Mandatory Individual Arbitration Clauses or Class or Collective Action Waivers for Employees. This firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

Mandatory Individual Arbitration Clauses or Class or Collective Action Waivers for Employees. This firm requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses and/or class or collective action waivers.

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

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

By: _____
Signature of authorized person Printed name

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

Date: _____

EXHIBIT D

[CONTRACT INCLUDING
GENERAL TERMS AND CONDITIONS
ATTACHED]