

**AMENDED AND RESTATED  
PROFESSIONAL SERVICES CONTRACT**

THIS AMENDED AND RESTATED PROFESSIONAL SERVICES CONTRACT is between the WASHINGTON STATE OFFICE OF THE ATTORNEY GENERAL (AGO), and the below named firm/person (CONTRACTOR). AGO and CONTRACTOR are individually referred to in this Contract as a “party” or, collectively, as the “parties.”

CONTRACTOR Name:	The Vida Agency
CONTRACTOR Firm Name:	Blueshoes Media LLC DBA The Vida Agency
Address:	10016 Edmonds Way, Suite C-186
City, State & Zip:	Edmonds, WA 98020
Phone Number:	206-850-5704
Email:	<a href="mailto:mafe@thevidaagency.com">mafe@thevidaagency.com</a>
Statewide Payee Number:	SWV0239152-00

**WHEREAS**, the AGO issued Solicitation #23-01 dated August 25, 2023, for the purpose of obtaining a contractor for developing branding, a media campaign, and website design for the HearMeWA Program. The contract deliverables will be developed for both youth audiences and adult audiences from start to finish, including market research, strategy, messaging, production and placement of Public Service Announcements (PSAs) and ads in appropriate media statewide, including appropriate ads targeting non-English speaking and rural and indigenous communities in accordance with its authority under RCW 39.26.

**WHEREAS**, the AGO evaluated all responses to the Competitive Solicitation and identified Contractor as the apparent successful bidder.

**WHEREAS**, the AGO has determined that entering into a Contract will meet the identified needs and be in the best interest of the State of Washington.

**WHEREAS**, on January 9, 2024, CONTRACTOR executed and on January 10, 2024, AGO executed a Professional Services Contract without the attached referenced exhibits.

**WHEREAS**, the parties desire to amend and restate the Contract in its entirety to attach referenced exhibits and modify the non-discrimination clause to comply with new laws.

**NOW THEREFORE**, the AGO and CONTRACTOR agree to the following terms and conditions:

**1. TERM**

The parties agree that the term of this Contract will begin on January 2, 2024 (the “Effective Date”) and shall end on June 30, 2025 (the “End Date”). The parties may extend the Term of this Contract by written amendment, which must be fully executed before the end date and prior to the performance of services during the extended Term.

## **2. CONTRACT SCOPE**

CONTRACTOR is authorized to provide the services identified in RFP 23-01 and as set forth in attached Exhibit B – Program Management Plan and pursuant to attached Exhibit C – Cost Proposal. RFP No. 23-01 and the Contractor’s bid are attached hereto as Exhibit D and E respectively.

Deliverables must be provided as specified in Exhibit B – Program Management Plan. Any changes to the delivery date must have prior approval (in writing) by the AGO. All deliverables must be submitted in a format approved by the AGO. If the deliverable cannot be provided within the scheduled time frame, the CONTRACTOR is required to contact the AGO Contract Coordinator in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project. A request for a revised schedule must be reviewed and approved by the AGO Contract Coordinator before placed in effect. Contract Terms and Conditions may dictate remedies, costs, and other actions based on the facts related to the request for a revised schedule.

The CONTRACTOR is required to provide the AGO Contract Coordinator with monthly written progress reports of Contract scope. The progress reports shall cover all work performed and completed during the month for which the progress report is provided and shall present the work to be performed during the subsequent month. The progress report shall identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved. The CONTRACTOR will be responsible for conducting weekly virtual status meetings with the AGO Contract Coordinator.

## **3. COMPENSATION**

The total compensation payable to the Contractor for satisfactory performance of the work under this Contract shall not exceed Three-Hundred and Ninety Thousand Dollars (\$390,000) (“Maximum Contract Total”) in FY 24 and Fifty-Nine Thousand Dollars (\$59,000) (“Maximum Contract Total”) in FY 25 and shall be pursuant to the following terms:

- (a) Compensation for services rendered shall be based upon RFP 23-01 and the pricing provisions of the Contractor’s bid in Exhibit C – Cost Proposal.
- (b) The AGO will pay the Contractor for authorized and satisfactorily completed work and services rendered under this Contract. Any additional services provided by the Contractor must be provided pursuant to the AGO’s prior written approval.
- (c) The AGO may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.
- (d) The AGO shall make no payments in advance or in anticipation of services or supplies to be provided under this Contract.

## **4. EXPENSES**

CONTRACTOR shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the AGENCY as reimbursable. The maximum amount to be paid to the CONTRACTOR for authorized expenses is included in the above Maximum Contract Total. Such expenses may include: airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. CONTRACTOR shall receive compensation

for travel expenses at current state travel reimbursement rates set out in the Office of Financial Management Accounting Rules (See Section 10, Travel-of the State Administrative and Accounting Manual).

CONTRACTOR shall provide a detailed itemization of expenses, including description of the expense; start and end time in travel status, including city and state (when applicable); amounts and dates, when requesting reimbursement. AGO retains the right to reject expenses that it deems insufficiently connected to work performed under this Contract, or excessive for services performed.

**Receipts are required to obtain reimbursement for all expenses with the exception of meals and mileage.**

The maximum amount to be paid to the CONTRACTOR for authorized expenses is **included** in the Maximum Contract Total set forth in the "Compensation" section of this Contract.

**5. BILLING PROCEDURE/INVOICING**

The CONTRACTOR must be registered with the Statewide Payee program and obtain a Statewide Payee Number in order to receive payment. Statewide Payee registration information and forms can be obtained from the [Office of Financial Management website at: Statewide Vendor/Payee Services | Office of Financial Management \(wa.gov\)](#).

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the AGO. Payment for services provided will be made upon receipt of invoices sent directly to the AGO Contract Coordinator, listed below in the "Notice" section, for review and approval by the 15<sup>th</sup> day of the following month. AGO will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in Exhibit B – Performance Requirements and pursuant to Exhibit C – Cost Proposal. Payment shall be considered timely if paid by the AGO within thirty (30) calendar days after receipt of properly completed invoices. Invoices that fail to contain all the information required by this Contract may be returned, unpaid, to the CONTRACTOR for correction. The CONTRACTOR is responsible for providing a detailed invoice identifying, at a minimum, the name of the individual provider of the services; description of the services performed; rate that corresponds with the services as identified in the "Compensation" section of this Contract, or if applicable attached rate sheet; date accomplished; hours; and total amount invoiced. **Invoices must include the CONTRACTOR's Washington Statewide Payee Number.** Absent good cause, the AGO may not pay any invoices submitted more than 90 days after the calendar month in which the services were performed.

**6. NOTICE**

Any notices required to be sent under this Contract will be delivered to the CONTRACTOR at the address or email provided in the opening paragraph of this Contract, and to both the AGO Contract Coordinator and AGO Contract Administrator at the following addresses:

AGO Contract Coordinator:  
Camille Goldy, Youth Program Manager  
1125 Washington Street SE

Olympia, WA 98504-0100  
camille.goldy@atg.wa.gov

AGO Contract Administrator:  
AGO Contracts Unit  
7141 Cleanwater Drive SW  
Olympia, WA 98501  
Email: [Contracts@atg.wa.gov](mailto:Contracts@atg.wa.gov)

The AGO Contract Coordinator and AGO Contract Administrator may be changed without executing a Contract amendment, by providing the CONTRACTOR with written notice of the new AGO Contract Coordinator's or AGO Contract Administrator's name and contact information.

**7. ENTIRE AGREEMENT**

This Contract, including any referenced exhibits and attachments, represents all the terms and conditions agreed upon by the parties and supersedes any prior agreements made by the parties regarding the subject matter herein. No other statements or representations, written or oral, shall be deemed a part hereof.

All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety. The signatures below constitute acceptance of this Contract and will enable processing of payment for the services agreed upon herein.

A manually signed copy of this Contract or any amendments, SOWs or other transaction documents delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

If any provision of this Contract violates any statute or rule of law of the state of Washington, or of any federal law or rule, it is considered modified to conform to that statute or rule of law.

THIS CONTRACT, including any referenced exhibit(s) and/or attachment(s), is executed by the persons signing below, who warrant they have the authority to execute the Contract.

**OFFICE OF THE ATTORNEY GENERAL**

**CONTRACTOR**

  
\_\_\_\_\_

  
\_\_\_\_\_

By: (Signature)

By: (Signature)

Mike Webb  
\_\_\_\_\_

Maria Fernanda Cobaleda  
\_\_\_\_\_

(Printed Name)

(Printed Name)

Title: Chief of Staff  
\_\_\_\_\_

Title: Vice President  
\_\_\_\_\_

Date: 02/01/24  
\_\_\_\_\_

Date: 1/24/2024  
\_\_\_\_\_

**TO BE COMPLETED BY THE CONTRACTOR(S):** IF ANY CONTRACTOR PROVIDING SERVICES UNDER THIS CONTRACT IS/WAS A PRESENT OR FORMER STATE EMPLOYEE, PLEASE PROVIDE THE FOLLOWING INFORMATION FOR EACH CONTRACTOR:

Employing agency: \_\_\_\_\_

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

Termination Date: \_\_\_\_\_

Are you retired from one of the Washington State Retirement Systems?  Yes  No

If the answer is yes, please fill out the DRS Contractor or Third-Party Worker Retirement Status Verification Form and attach to this Contract.

**EXHIBIT A  
STANDARD TERMS AND CONDITIONS**

**1 DEFINITIONS**

<b>AAG</b>	Assistant attorney general. An attorney employed by the AGO to practice law.
<b>AGENCY</b>	When used as generic term, “agency” references State of Washington institutions, the offices of the elective State officers, the Supreme Court, the court of appeals, the administrative and other departments of state government, institutions of higher education and the offices of all appointive officers of the State.  When capitalized and used in a non-generic fashion, “AGENCY” shall mean the institution or entity for which the AGO has retained the services of a SAAG under this Contract.
<b>AGO</b>	The Washington State Office of the Attorney General; legal counsel to Washington State agencies, boards, commissions, public institutions of higher education, and State elected officials.
<b>AGO Contract Administrator</b>	An AGO employee tasked with providing high-level oversight of AGO Contracts. The AGO Contract Administrator must be copied on all written notices required by this Contract, but is not the person who coordinates day-to-day performance.
<b>AGO Contract Coordinator</b>	AGO employee responsible to oversee this Contract, who shall serve as the CONTRACTOR’s primary contact regarding the work performed. The AGO Contract Coordinator may preauthorize expenditures, and will oversee the details of the work performed.
<b>Business Associate<sup>1</sup></b>	With respect to a Covered Entity, a person to whom a Covered Entity discloses Protected Health Information so that the person can carry out, assist with the performance of, or perform on behalf of, a function or activity for the Covered Entity, including any agent, contractor or any other person who receives Protected Health Information from the Covered Entity (or from another Business Partner of the Covered Entity) for the purposes described herein.
<b>Business Days</b>	Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, excluding holidays observed by the State of Washington.
<b>Calendar Days</b>	Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When “days” are not specified, Calendar Days shall prevail.

<sup>1</sup> Only applicable when services provided under this Contract are in connection with the AGO’s work for a Covered Entity and the CONTRACTOR will have access to PHI.

<b>CONTRACTOR</b>	The firm, provider, organization, individual or other entity performing services under this Contract, and shall include all employees of the CONSULANT.
<b>Contract</b>	When used as a generic term: An agreement, or mutual assent, between two or more competent parties with the elements of the agreement being offer, acceptance, and consideration.  When used in reference to this agreement: The written documents memorializing the agreement between the CONTRACTOR and AGO for legal services. Contract documents include the written Agreement; the solicitation documents, if any, issued by the AGO, and Responses thereto; all attachments incorporated by reference (including these Standard Terms and Conditions and the Litigation Management Plan, if applicable); and all Contract Amendments.
<b>Covered Entity and Hybrid Covered Entity<sup>2</sup></b>	Covered entities are those that are subject to the requirements of the Health Insurance Portability and Accountability Act (“HIPAA”). Hybrid covered Entities are single legal entities that are covered entities and whose business activities include both HIPAA covered and non-covered functions. Work performed for the covered functions is subject to the same requirements as work for a Covered Entity. See 45 C.F.R. §§ 160 and 164.
<b>Designated Record Set<sup>3</sup></b>	A group of records maintained by or for the AGENCY that is: (i) the medical records and billing records about individuals maintained by or for the AGENCY, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, or (iii) used, in whole or in part, by or for the AGENCY to make decisions about individuals. As used herein the term “record” means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the AGENCY. See 45 C.F.R. §164.501.
<b>Division</b>	A main programmatic unit within the AGO.
<b>Disclosure</b>	The release, transfer, provision of access to, or divulging in any other manner information outside of the entity holding the information.

<sup>2</sup> Only applicable when services provided under this Contract are in connection with the AGO’s work for a Covered Entity and the CONTRACTOR will have access to PHI.

<sup>3</sup> Only applicable when services provided under this Contract are in connection with the AGO’s work for a Covered Entity and the CONTRACTOR will have access to PHI.

<b>Electronic Media</b>	The mode of electronic transmissions. It includes the Internet, extranet (using Internet technology to link a business with information only accessible to collaborating parties), leased lines, dial-up lines, private networks, and those transmissions that are physically moved from one location to another using magnetic tape, disk, or compact disk media.
<b>Individually Identifiable Health Information<sup>4</sup></b>	A subset of health information, including demographic information collected from an individual, and (i) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (ii) relates to the past, present or future physical or mental health or condition of an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe that the information can be used to identify an Individual.
<b>Personal Information</b>	Information identifiable to any person, including, but not limited to, information that relates to a person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.
<b>PHI or Protected Health Information<sup>5</sup></b>	Individually Identifiable Health Information that is: (i) transmitted by electronic media, (ii) maintained in any medium constituting electronic media, or (iii) transmitted or maintained in any other form or medium. "Protected Health Information" shall not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. § 1232g(a)(4)(B)(iv).
<b>Public Record</b>	"Public record" includes any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. For the office of the secretary of the senate and the office of the chief clerk of the house of representatives, public records means legislative records as defined in RCW 40.14.100 and also means the following: All budget and financial records; personnel leave, travel, and payroll records; records of legislative sessions; reports submitted to the legislature; and any other record designated a public record by any official action of the senate or the house of representatives. See RCW 42.56.010.
<b>SAAG/Special Assistant Attorney General</b>	A lawyer who has been designated and appointed by the AGO to serve as counsel of record, sign pleadings, sign advice memoranda, and directly

<sup>4</sup> Only applicable when services provided under this Contract are in connection with the AGO's work for a Covered Entity and the CONTRACTOR will have access to PHI.

<sup>5</sup> Only applicable when services provided under this Contract are in connection with the AGO's work for a Covered Entity and the CONTRACTOR will have access to PHI.



	provide services listed in the Contract. SAAGs may serve as Division Contract Managers.
<b>State</b>	The State of Washington, including state elected officials, state boards, commissions, agencies and public institutions of higher education.
<b>Subcontractor</b>	A person or business that is, or will be, providing or performing an essential aspect of the Contract under the direction and responsibility of the CONTRACTOR and with the prior agreement of the AGO.
<b>Use</b>	When the verb “use” is employed in a generic sense, it shall mean to take, hold, or deploy something as a means of accomplishing a purpose or end. When the verb “use” is employed in conjunction with information shared by the AGO or AGENCY with the CONSULANT under this Contract, it shall mean the sharing, employment, application, utilization, examination, analysis, canonization, or commingling of information provided under this Contract with other information.
<b>Writing</b>	"Writing" means handwriting, typewriting, printing, photostating, photographing, and every other means of recording any form of communication or representation including, but not limited to, letters, words, pictures, sounds, or symbols, or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, motion picture, film and video recordings, magnetic or punched cards, discs, drums, diskettes, sound recordings, and other documents including existing data compilations from which information may be obtained or translated. See RCW 42.56.010.

## 2 TERMS & CONDITIONS

### 2.1 CONTRACTOR Supervision and Coordination

The CONTRACTOR shall competently and efficiently supervise and coordinate the implementation and completion of all Contract requirements specified herein. The CONTRACTOR shall consult with and keep the Managing AAG fully informed as to the progress of all matters covered by this Contract.

### 2.2 Changes/Amendments

Alterations to any of the terms, conditions, or requirements of this Contract shall be effective only upon execution of a written Contract Amendment signed by the AGO and the CONTRACTOR. Notwithstanding this provision: changes to the AGO contacts may be communicated in a writing, including an email, without issuing a Contract Amendment.

### 2.3 Notice

Notices will be deemed received on only Business Days. Notices delivered after regular business hours, or on holidays or weekends, will be deemed received on the following Business Day.

All notices, requests, demands and other communications required under this Contract shall be in writing and shall be deemed duly given and received (i) if personally delivered, on the date of delivery as documented by the recipient's stamp on the document; (ii) if mailed, three (3) days after deposit in the United States Mail, postage prepaid and addressed as provided in the Contract Special Terms, Notice/Contract Administration; or (iii) if delivered by email, upon receipt in the recipient's email system.

#### **2.4 Assignment**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the CONTRACTOR without the prior written consent of the AGO. The AGO reserves the right to reject an assignment.

#### **2.5 Safeguarding Confidential Information**

The CONTRACTOR will be provided information to enable it to perform its duties under this contract that is exempt from disclosure under the Public Records Act, chapter 42.56 RCW, or other state or federal law. Confidential information may include medical or other personal information; privileged information, and protected work product. The CONTRACTOR shall not use, disclose, or share any information concerning the AGO or its clients or any information provided to it under this Contract for any purpose not directly connected with the performance of its duties under this Contract, except with prior written consent of the AGO Contract Coordinator, or as may be required by law. The CONTRACTOR shall protect such information against disclosure, using the degree of care a reasonable person would use to protect its own confidential or protected information.

#### **2.6 Use of Subcontractors**

CONTRACTOR may not use Subcontractors in the performance of any duties under this Contract without obtaining prior written approval from the AGO Contract Coordinator. CONTRACTOR may submit a request to use a Subcontractor by identifying such Subcontractor in writing, which includes email, addressed to the AGO Contract Coordinator and copied to the AGO Contract Administrator. The AGO Contract Coordinator may provide approval, or otherwise respond to the request, via email, with a copy to the AGO Contract Administrator, regardless of the form in which the written request was delivered. CONTRACTOR shall be responsible for all actions of any Subcontractors in the performance of this Contract. CONTRACTOR shall be responsible to ensure that all requirements of the Contract flow down to any Subcontractor. In no event shall the existence of a subcontract operate to release or reduce the liability of CONTRACTOR to the AGO and the State for any breach in the performance of the CONTRACTOR's duties. Subcontractors, if preauthorized as set out above by the AGO, shall be paid by CONTRACTOR. AGO will reimburse CONTRACTOR, at cost and no markup will be allowed.

#### **2.7 Conflict of Interest**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGO may, in its sole discretion, by written notice to the CONTRACTOR, immediately terminate this Contract if it is found, after due notice and examination by the AGO, 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 provided, under this Contract.

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

## **2.8 Copyright Provisions**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGO. The CONTRACTOR is hereby commissioned to create the 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.

If for any reason the work product would not be considered a work made for hire under applicable law, the CONTRACTOR assigns and transfers to the AGO the entire right, title and interest in and to all rights in the Materials and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

For Materials that are delivered under this Contract, but that incorporate pre-existing materials not produced under this Contract, CONTRACTOR hereby grants to the AGO 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 AGO.

The CONTRACTOR shall advise the AGO, 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 AGO 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 AGO shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

## **2.9 Signature**

A manually signed copy of this Contract or any amendments or other transaction documents delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

## **2.10 Treatment of Assets/Ownership Rights**

Title to all property furnished by the AGO and/or AGENCY shall remain with the AGO and/or AGENCY. Any property of the AGO and/or AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGO and/or AGENCY, be used only for the performance of this Contract.

The CONTRACTOR shall be responsible for damages as a result of any loss or damage to property of the AGO and/or AGENCY which results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances.

If any AGO and/or AGENCY property is lost, destroyed, or damaged, the CONTRACTOR shall immediately notify the AGO and/or AGENCY and shall take all reasonable steps to protect the property from further damage.

The CONTRACTOR shall surrender to the AGO and/or AGENCY all AGO and/or AGENCY property upon completion, termination, or cancellation of this Contract, unless it receives written direction to the contrary from the AGO and/or AGENCY.

All documents, data, and records produced by the CONTRACTOR and any Subcontractorss in carrying out

the obligations and services hereunder, whether preliminary or final, are and shall become and remain the property of the AGO.

The AGO shall have the right to use all such documents, data, and records in any manner it deems appropriate, without restriction or limitation and without additional compensation to the CONTRACTOR and any Subcontractors and the CONTRACTOR and any Subcontractors shall have no right or interest therein. This shall include the right to copy, modify, prepare derivative works from, and publish and distribute (to the extent consistent with ethical obligations), any component of the documents, data and records.

Documents, data, and records given to or prepared by the CONTRACTOR and any Subcontractors under this Contract shall not be made available to any individual or organization without the prior written approval of the AGO Contract Coordinator.

Notwithstanding the provisions of this section, the CONTRACTOR may retain copies of documents, data and records delivered to the AGO and is granted a non-exclusive license to use those materials, to the extent consistent with its ethical obligations.

## **2.11 Overpayment**

If the AGO or CONTRACTOR realizes that the CONTRACTOR was erroneously paid or overpaid, they will provide written notice of such overpayment. AGO retains the right to be reimbursed for any erroneous payment or overpayment.

## **2.12 Fees/Licenses, CONTRACTOR Expenses and Audits**

### **a. Fees/licenses**

After award of Contract, and prior to commencing performance under the Contract, the CONTRACTOR shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for Contract performance. It is the CONTRACTOR's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

### **b. Audits**

The AGO and the State reserve the right to audit, or have a designated third-party audit, applicable records to ensure that the State has been properly invoiced for a Six (6) year period following completion of contracted work. AGO will assume the expense of costs related to audit, such as third-party hire and production of documents. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

## **2.13 Information and Communications**

### **a. Retention and review of materials**

The CONTRACTOR shall maintain:

- i. All books, records, documents, data and other materials relating to this Contract, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.
- ii. All documents, records, correspondence, e-mail, notes, audio and/or video recordings, reports and any other materials related to this Contract including all iterations and drafts of such materials that CONTRACTOR creates or receives from any source.

- iii. All such materials described in subparagraphs i and ii above, whether they are in paper, electronic, or other form, in such a manner that they can be readily identified and located as records relating to this Contract. To the greatest extent practicable, materials relating to this Contract shall be segregated from materials relating to other matters handled by the CONTRACTOR, and materials containing privileged or confidential information relating to this Contract shall be segregated from other materials relating to this Contract.

The CONTRACTOR shall retain any and all materials identified above until advised by the AGO that retention is no longer required. In the event that CONTRACTOR has entered a business associate agreement and has accessed PHI, retention and/or destruction of PHI is to be coordinated with the AGO upon conclusion of the Contract, as set forth in subparagraph f of this section.

At no additional cost, all materials, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review, or audit by the AGO, personnel duly authorized by the AGO, the Washington State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement.

**b. Non-endorsement and publicity**

The AGO is not endorsing the CONTRACTOR's services, nor suggesting that they are the best or only solution to their needs. The CONTRACTOR agrees to make no reference to the AGO in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of the AGO.

The CONTRACTOR shall not publish or use any information concerning this Contract in any format or media for advertising or publicity without prior written consent from the AGO.

**c. Media contact**

No statement may be made by the CONTRACTOR to the press or any other media, on or off the record, unless prior express written approval is secured from the AGO. The CONTRACTOR may be asked on occasion to assist in the development of media responses. All media inquiries must be immediately reported to the Managing AAG and the AGO's Communications Director ([atgmedia@atg.wa.gov](mailto:atgmedia@atg.wa.gov)).

**d. Protection of Confidential Information**

The CONTRACTOR acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance of the services under the Contract may consist of information that is exempt from disclosure to the public or other unauthorized persons under either [chapter 42.56 RCW](#) or other state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, CONTRACTOR, AGENCY and/or AGO communications delivered in order to provide the services described in Section 2 of the Contract; AGO source code or object code; AGO security data; or Personal Information. The CONTRACTOR shall hold Confidential Information in strictest confidence and not make use of Confidential Information for any purpose other than the performance of this Contract. CONTRACTOR will release Confidential Information only to employees and others requiring access to such information for the purposes of carrying out duties under this Contract, and will not release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without the AGO's express written consent or as provided by law. The CONTRACTOR agrees to implement industry standard security procedures and guidelines to prevent unauthorized access to Confidential Information.

After consultation with the AGO, the CONTRACTOR must comply with Washington State RCW 42.56.590, Personal Information – Notice of Security Breaches, and RCW 19.255.010, Disclosure, notice – Definitions – Rights, remedies.

AGO reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by the CONTRACTOR through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases. “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.

**e. Public records procedure for CONTRACTOR**

CONTRACTOR understands and agrees that the records it obtains or produces under this Contract may be public records under chapter 42.56 RCW (the Public Records Act, or “PRA”), or its successor act. The CONTRACTOR shall cooperate in a timely manner with the AGO in responding to public records requests (“PRRs”) related to this Contract or the services provided under this Contract. Such cooperation shall include searching all records regarding the “Services Provided” described in Section 2 of the Contract, and producing all records that are potentially responsive to a PRR to the AGO. CONTRACTOR shall mark and segregate all materials in its possession that are protected by work product or attorney-client privilege to protect against inadvertent disclosure of such documents and to facilitate the AGO’s application of allowable PRA exemptions. CONTRACTOR shall not charge for the time spent gathering and producing records pursuant to a PRR.

**f. Business Associate Agreement (HIPAA), as applicable**

Purpose of activity: The AGO is statutorily mandated to provide legal advice and representation to AGENCY. Pursuant to 45 C.F.R. Parts 160 and 164, this Business Associate Agreement applies to the extent the AGENCY is a Covered Entity or a Hybrid Covered Entity; in which case the AGO is a business associate of the AGENCY when it provides legal services that require the use or disclosure of Protected Health Information (PHI). When the AGO, in its role as business associate, contracts with a third party in connection with providing legal services for the AGENCY, the AGO is required to ensure that a third party agrees to maintain the security and confidentiality of PHI. The Contract Services, as described in Paragraph 2, will require that the CONTRACTOR access PHI.

Use or disclosure of Protected Health Information: The CONTRACTOR shall not use or disclose Protected Health Information received from the AGENCY or AGO in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 and any regulations enacted pursuant to its provisions (“HIPAA Standards”) and applicable provisions of Washington state law. The CONTRACTOR shall ensure that its employees, contractors, and agents use or disclose PHI received from, or created or received on behalf of the AGENCY or AGO in accordance with the provisions of this Contract and federal and state law. The CONTRACTOR shall not use or disclose PHI in any manner other than that permitted or required by the AGENCY or AGO for the purpose of accomplishing services for or on behalf of the AGENCY or AGO as described in this Contract.

Safeguards against unauthorized use or disclosure of PHI: The CONTRACTOR agrees that it will implement all appropriate safeguards to prevent the inappropriate use or disclosure of PHI pursuant to the terms and conditions of this Contract. To the extent the CONTRACTOR carries out the AGENCY’s obligations under the HIPAA Privacy, Breach Notification, Security, and Enforcement Rules and regulations, CONTRACTOR shall comply with the requirements of such Rules and regulations that apply to the AGENCY in the performance of such obligations.

Reporting unauthorized use or disclosure of PHI: If the CONTRACTOR has reason to believe that PHI may have been accessed, disclosed, or acquired without proper authorization, the CONTRACTOR shall, within five (5) business days of discovery, notify the AGO and the AGENCY. If the unauthorized use or disclosure constitutes a Breach, as defined by 42 U.S.C. § 17921, the CONTRACTOR shall (a) provide all information necessary to enable the AGENCY to fully understand the nature and scope of the Breach, including identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired, or disclosed (b) take action to preserve forensic evidence and to identify, mitigate and remediate the cause of the breach, and (c) take such other steps as needed to comply with 42 U.S.C. § 17932, and all applicable regulations adopted to implement that statute. The CONTRACTOR shall indemnify, hold harmless, and defend the AGO and the AGENCY from and against any penalties, claims, actions, loss, liability, damage, costs, or expenses, including but not limited to reasonable attorneys' fees, system remediation, or forensic analysis, arising from or pertaining to such a Breach, including any violation of state or federal laws applicable to the use, disclosure or protection of PHI. The indemnification provided hereunder includes the full costs of notice to impacted individuals, including the costs to retain an outside consulting firm to undertake the notification effort.

Agreements by third parties: The CONTRACTOR shall enter into a written agreement with any consultant, subcontractor or agent who will have access to PHI that is received or created or received on behalf of the AGENCY or the AGO, and shall ensure that the consultant, subcontractor or agent agrees to be bound by the same restrictions, terms and conditions that apply to the CONTRACTOR through this Contract with respect to PHI. The CONTRACTOR shall require that any consultant, subcontractor or agent notify the CONTRACTOR of any instances in which PHI is used or disclosed in an unauthorized manner. The CONTRACTOR shall take steps to reasonably cure the breach of confidentiality and end the violation or shall terminate the contract with the consultant, subcontractor or agent.

Access to information: To the extent applicable, within five (5) business days of a request by the AGENCY for access to PHI about an individual contained in a Designated Record Set, the CONTRACTOR shall make available to the AGENCY such PHI for so long as the information is maintained in the Designated Record Set. If any individual requests access to PHI directly from the CONTRACTOR, the CONTRACTOR shall within two (2) business days forward such request to the AGENCY. The CONTRACTOR shall not deny any individual's request for access to the individual's PHI. Instead, any denials of access to PHI requested will be the responsibility of the AGENCY.

Availability of PHI for amendment: To the extent applicable, within ten (10) business days of a request from the AGENCY for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), the CONTRACTOR shall provide such information to the AGENCY for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. §164.526.

Accounting of disclosures: To the extent applicable, within ten (10) business days of notice by the AGENCY to the CONTRACTOR that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, the CONTRACTOR shall make available to the AGENCY such information as is in the CONTRACTOR's possession and is required for the AGENCY to make the accounting required by 45 C.F.R. §164.528. At a minimum, the CONTRACTOR shall provide the AGENCY with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who

received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. If the request for an accounting is delivered directly to the CONTRACTOR, the CONTRACTOR shall within two (2) business days forward such request to the AGENCY. It shall be the AGENCY's responsibility to prepare and deliver any such accounting requested. The CONTRACTOR agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this section.

Electronic Protected Health Information: If the CONTRACTOR creates, receives, maintains or transmits Electronic Protected Health Information ("ePHI") on behalf of the AGENCY, the CONTRACTOR agrees to (1) implement administrative, physical and technical safeguards and documentation requirements consistent with the standards and implementation specifications set forth in sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations; (2) ensure that any third party agent (including consultants and experts) or subcontractor who receives such ePHI from the CONTRACTOR agrees to implement administrative, physical and technical safeguards and documentation requirements consistent with the standards and implementation specifications set forth in sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations; and (3) deploy appropriate safeguards to implement the Secretary of Health and Human Services' annual guidance on the most effective and appropriate technical safeguards for use in carrying out security standards.

Availability of books and records: The CONTRACTOR agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the AGENCY, or created or received on behalf of the AGENCY, available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining the AGENCY's and the CONTRACTOR's compliance with the HIPAA Standards.

Return or destruction of information: At the expiration or termination of this Contract, the CONTRACTOR shall contact AGENCY for a determination as to whether AGENCY directs the return or destruction of all PHI received from, or created or received on behalf of the AGENCY that the CONTRACTOR still maintains in any form. If destruction or return of PHI is not feasible, the CONTRACTOR shall not use PHI received from, created or received on behalf of the AGENCY in a manner other than those permitted or required by state and federal laws or for the purposes described herein.

All terms in this subsection not otherwise defined in this Contract, including these *Standard Terms and Conditions*, shall be given the meanings accorded them in 45 C.F.R. Parts 160, 162, and 164 and state laws governing healthcare privacy, including but not limited to, Public Records - Personal Information – Notice of Security Breaches (RCW 42.56.590 ), the Uniform Healthcare Information Act (RCW 70.02), mental illness (RCW 71.05), mental health services for minors (RCW 71.34), drug and alcohol abuse (RCW 70.96A, 42 CRF part 2), and HIV/AIDS/STDs (RCW 70.24).

## **2.14 General Provisions**

### **a. Governing law/venue**

Unless otherwise provided in the Contract, this Contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**The County may change depending upon the location of the services.**



**b. Severability**

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

**c. Survivorship**

All transactions executed for services provided pursuant to the authority of this Contract shall be bound by all of the terms and conditions, set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections or subsections titled Overpayment or Erroneous Payment; Treatment of Assets/Ownership Rights; Protection of Confidential Information; Non-endorsement and Publicity; Retention and Review of Records; Immunity, Indemnification and Hold Harmless; the Business Associate Agreement; Protection of Confidential Information; and Disputes and Remedies shall survive the termination of this Contract.

**d. Independent status of the CONTRACTOR**

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as employees, partners, joint ventures, or associates of one another. The employees of one party shall not be deemed or construed to be the employees of the other party for any purpose whatsoever. The CONTRACTOR shall not make any claim of right, privilege or benefit which would accrue to an employee under [chapter 41.06 RCW](#), or [Title 51 RCW](#).

**e. Gifts, gratuities and conflicts of interest**

The CONTRACTOR shall comply with all state laws regarding gifts and gratuities, including but not limited to: [RCW 39.26](#), [RCW 42.52.150](#), [RCW 42.52.160](#), and [RCW 42.52.170](#) under which it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business or Contract activities.

Under [RCW 39.26](#) and the Ethics in Public Service Law, [chapter 42.52 RCW](#), state officers and employees are prohibited from receiving, accepting, taking or seeking gifts (except as permitted by [RCW 42.52.150](#)) if the officer or employee participates in contractual matters relating to the purchase of goods or services.

The CONTRACTOR must comply with [chapter 42.52 RCW](#), Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts.

**f. Immunity, indemnification and hold harmless**

The CONTRACTOR expressly agrees to indemnify and hold harmless the Indemnified Parties for any claim arising out of or incident to the CONTRACTOR's performance or failure to perform the Contract. The CONTRACTOR shall be required to indemnify, defend, and hold harmless the Indemnified Parties only to the extent claim is caused in whole or in part by negligent, reckless or willful acts or omissions of the CONTRACTOR, its agents, employees, representatives, or its employees.

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the AGO, the State of Washington and all of its agencies, boards, commissions, officials, agents, employees and authorized volunteers (the "Indemnified Parties"), from and against all claims for malpractice, bodily injury, death or damage to property, and all harm relating to the CONTRACTOR's unauthorized use of personal information or the unauthorized use of personal information by unauthorized persons as a result of the CONTRACTOR's failure to sufficiently protect against unauthorized use, disclosure, modification, or loss. The CONTRACTOR's obligation to indemnify and hold harmless includes any claim by the CONTRACTOR's agents, employees, or representatives.

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

**g. Personal liability**

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Washington, when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this Contract.

**2.15 Professional liability insurance**

The CONTRACTOR shall maintain errors and omissions (professional liability) insurance and such additional insurance as may be required to enable it to fulfill its duty to indemnify throughout the term of this Contract.

In the event that services delivered pursuant to this Contract involve the use of vehicles or the transportation of clients, required insurance shall include a business automobile policy. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the CONTRACTOR or its employees.

Failure to maintain sufficient coverage shall not relieve the CONTRACTOR of its duty of indemnification as stated in this Contract. The CONTRACTOR agrees to provide evidence of such insurance coverage upon request by the AGO.

**2.16 Industrial insurance coverage**

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 required by law. The State of Washington will not be held responsible in any way for claims filed by the CONTRACTOR or its employees for services performed under the terms of this Contract.

For work performed by any of the CONTRACTOR's Washington State employees, the CONTRACTOR shall comply with the provisions of [Title 51 RCW](#), Industrial Insurance. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from the CONTRACTOR.

**2.17 Nondiscrimination**

a. Nondiscrimination Requirement. During the term of this Contract, CONTRACTOR including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, CONTRACTOR, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which CONTRACTOR, or subcontractor, has a collective bargaining or other agreement.

- b. Obligation to Cooperate. CONTRACTOR, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that CONTRACTOR, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- c. Default. Notwithstanding any provision to the contrary, AGO may suspend CONTRACTOR, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until AGO receives notification that CONTRACTOR, including any subcontractor, is cooperating with the investigating state agency. In the event CONTRACTOR, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), AGO may terminate this Contract in whole or in part, and CONTRACTOR, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. CONTRACTOR or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, CONTRACTOR, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. AGO and/or Agency shall have the right to deduct from any monies due to CONTRACTOR or subcontractor, or that thereafter become due, an amount for damages CONTRACTOR or subcontractor will owe AGO and/or Agency for default under this provision.

## **2.18 Waiver**

Failure or delay of the AGO to insist upon the strict performance of any term or condition of the Contract or to exercise any right or remedy provided in the Contract or by law; or the AGO's acceptance of or payment for materials, supplies, services and/or equipment, shall not release the CONTRACTOR from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the AGO to insist upon the strict performance of the entire agreement by the CONTRACTOR. In the event of any claim for breach of contract against the CONTRACTOR, no provision of this Contract shall be construed, expressly or by implication, as a waiver by the AGO of any existing or future right and/or remedy available by law.

## **2.19 Disputes and remedies**

### **a. Problem resolution and disputes**

Problems arising out of the performance of this Contract shall be resolved in a timely manner at the lowest possible level by those possessing authority to resolve such problems.

The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within five (5) business days. The initiating party shall have three (3) business days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) business days to negotiate in good faith to resolve the dispute, which will normally include escalating the issue within each party's organization.

If a problem persists and cannot be resolved through negotiation after five (5) business days, the parties agree to participate in mediation in good faith. The mediator shall be chosen by agreement

of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties.

The request for a dispute mediation must:

- be in writing;
- state the disputed issue(s);
- state the relative positions of the parties;
- state the CONTRACTOR's name, address, and this Contract number; and
- be mailed to the other party's (the responding party's) Contract Manager.

The parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a mediator whenever possible.

The parties agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by the AGO for materials or services supplied by the CONTRACTOR, the CONTRACTOR shall continue providing materials and services pending resolution of the dispute provided the AGO pays the CONTRACTOR the amount it, in good faith, believes is due and payable.

**b. Alternative dispute resolution fees and costs**

In the event that the parties engage in any form of alternative dispute resolution to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

**c. Non-exclusive remedies**

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

**2.20 Contract termination and/or suspension**

The AGO may upon written notice, terminate or suspend this Contract, in whole or in part. If this Contract is so terminated or suspended, the AGO shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination or suspension.

If the AGO terminates or suspends this Contract, CONTRACTOR shall follow any procedures the AGO specifies in the termination or suspension notice. After receipt of a termination or suspension notice, and except as otherwise expressly directed in writing by the AGO, the CONTRACTOR shall:

- a. Stop all work under the Contract on the date, and to the extent specified, in the notice;
- b. Complete or fulfill such work under the Contract that is not terminated or suspended in compliance with all Contractual requirements;
- c. Transfer title to the AGO and deliver in the manner, at the times, and to the extent directed by the AGO any property which, if the Contract had been completed, would have been required to be furnished to the AGO;

- d. Take such action as may be necessary, or as the AGO may direct, for the protection and preservation of the property related to this Contract which is in the possession of the CONTRACTOR and in which the AGO has or may acquire an interest.

Contractor may terminate this Agreement upon 60 days' prior written notification to the AGO. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

#### **2.21 Registration with Department of Revenue**

In accordance with the registration requirements of the Washington State Department of Revenue (<https://dor.wa.gov/doing-business/register-my-business>), the CONTRACTOR shall complete the required business application and be responsible for payment of all taxes due on payments made under this Contract.

#### **2.22 Taxes, fees and licenses**

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.

CONTRACTOR shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for Contract performance. It is the CONTRACTOR's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

#### **2.23 No Wage Violation**

CONTRACTOR warrants that within three (3) years prior to the date of execution of this Contract, CONTRACTOR has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil 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 chapters 49.46, 49.48, or 49.52.

CONTRACTOR further warrants that it will remain in compliance with these requirements during the life of this Contract. CONTRACTOR will immediately notify AGO of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the life of this Contract.



**EXHIBIT B**  
**ATTACHMENT G – PERFORMANCE REQUIREMENTS**

Competitive Solicitation:	No. #23-01
Bidder:	<u>The Vida Agency</u> Type/print full legal name of Bidder company

**Instructions:**

Bidders must demonstrate through **Attachment G – Performance Requirements** that they possess the necessary qualifications, tools, personnel, etc., to satisfy the Mandatory Requirements at the time of proposal submittal to qualify for consideration. Proposals not meeting the mandatory requirements and qualifications will not be evaluated. **Bidders must demonstrate the Qualifications, Experience and Project Management Competencies that relate to the work they are placing a bid for. Failure to meet any of the Qualifications, Experience and Project Management Competencies may result in the Bidder’s Response being disqualified.**

1. Section 1 – Qualifications and Staffing: the required qualifications expected of the Bidder;
2. Section 2 – Project Management and Timeline;

**Performance Requirements:** Bidder must respond to each requirement as noted in the instructions below.

1. Review all requirements, priorities and provided definitions:
  - Mandatory Pass/Fail (M): Minimum requirement; Bidder that does not meet this requirement will not be considered any further.
  - Mandatory Scored (MS): Critical requirement; evaluators will score based on the degree to which Bidder's response meets the requirement.
  - Desirable Scored (DS): Desirable requirement; evaluators will score based on the degree to which Bidder's response meets the requirement.
2. Using the ***Bidder Meets Requirement*** column, Bidder must select either a "Yes" or "No" to indicate the Bidder's ability to meet the requirement. **Any entry that is not either a "Yes" or "No", may be deemed non-responsive and will not be considered any further.**
3. Bidder must respond in the ***Written Response*** column for every requirement that indicates a "Written Response Required". **Written responses may only reference material present elsewhere as requested. If a written response is required, and provided, such written response shall be considered complete and stand on its own merits or may be deemed non-responsive.**



**PERFORMANCE REQUIREMENTS AND FACTORS**

REQ ID	Category	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
<b>SECTION 1 – QUALIFICATIONS AND STAFF</b>						
1.1	General	The lead project manager should have master's degree or higher level of education, with experience developing and executing branding and marketing campaigns for government programs.  Note: If work experience is being substituted for the required level of education, the lead project manager should have 10 years' experience in the field of branding and marketing, with experience developing and executing branding and marketing campaigns for government programs.	20	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the attached CV(s) contain this required information.
1.2	General	Bidder has successfully implemented at least one (1) project of similar size and scale as the proposed solution for a public sector client within the last five (5) years.	40	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the attached CV(s) contain this required information.
1.3	General	Bidder has experience developing and executing branding and marketing campaigns with both youth and adult populations.	40	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the attached CV(s) contain this required information.
1.4	General	Describe the proposed team structure and the internal controls to be used during the course of the project, including any subcontractors.	20	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the attached CV(s) contain this required information.
1.5	General	Provide the name and job description for all staff involved in the project proposal, including information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information.  Identify which staff member will be the lead contact on the project.	40	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the attached CV(s) contain this required information.





**PERFORMANCE REQUIREMENTS AND FACTORS**

REQ ID	Category	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
<b>SECTION 2 – PROJECT MANAGEMENT AND TIMELINE</b>						
2.1	Project Plan / Timeline	Include a proposed work plan and timeline that outlines the steps taken to meet the requirements detailed in sections 1.6 and 1.7 of this RFP. Include a plan for the first year with the additional research, development, and youth compensation funds at \$390,000 and an ongoing sustainment plan for the following years at \$59,000.	80	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.
2.2	Project Plan / Timeline	Include how the following youth populations will be recruited for participation: <ol style="list-style-type: none"> <li>1. Black, Indigenous, &amp; People of Color (BIPOC)</li> <li>2. Disabled</li> <li>3. Formerly Incarcerated (Interacted With Justice System)</li> <li>4. Foster Care</li> <li>5. Houseless and Unsheltered (Transient)</li> <li>6. Immigrant</li> <li>7. English Language Learner (ELL)</li> <li>8. Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, Intersex, Asexual, and Two-spirit (LGBTQIA2S+)</li> <li>9. Low-Income</li> <li>10. Military</li> <li>11. Neurodivergent</li> <li>12. Refugees and Asylees</li> <li>13. Rural</li> <li>14. Urban And Rural Indigenous Communities</li> <li>15. Federally Recognized Tribes</li> <li>16. Teenage Parents</li> </ol>	80	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.
2.3	Project Plan	Bidder is able to demonstrate knowledge and experience using an antiracist, trauma-informed, and youth-centered lens (see definitions in Section 1.5).	80	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.



**PERFORMANCE REQUIREMENTS AND FACTORS**

REQ ID	Category	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
2.4	ADA Compliance	Compliance with ADA criteria, including visual impairment and deaf/hard of hearing.	40	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.
2.5	Language Access	Ensure that all materials are translated meaningfully and in a culturally adaptable manner in the following 17 languages: <ol style="list-style-type: none"> <li>1. Spanish</li> <li>2. Russian</li> <li>3. Vietnamese</li> <li>4. Ukrainian</li> <li>5. Korean</li> <li>6. Somali</li> <li>7. Arabic</li> <li>8. Tagalog</li> <li>9. Punjabi</li> <li>10. Cambodian</li> <li>11. Amharic</li> <li>12. Japanese</li> <li>13. Marshallese</li> <li>14. Samoan</li> <li>15. Chinese (Cantonese)</li> <li>16. Chinese (Mandarin)</li> <li>17. Dari</li> </ol>	80	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.
2.6	Data Privacy	Ensure that any identifying participant data is protected and data provided by youth is not used to discriminate or report immigration/asylee status. Ensure that any identifying data is not sold to a third party.	40	MS		Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.

Return this exhibit to Procurement Coordinator at:  
[Contracts@atg.wa.gov](mailto:Contracts@atg.wa.gov)



# Section 1

## Qualifications & Staffing

### TVA/Bidder Experience

The Vida Agency, established in 2017 is a woman and minority-owned, full-service multicultural communications company with a deep fluency in the nuances of cultural competence. We work with diverse communities on behalf of private enterprises and public agencies, specializing in the development and execution of award-winning brand campaigns and multicultural/multilingual audiences. From research, to engagement, digital, and creative campaigns, our work amplifies the voices of the underheard and underserved.

Our services include:

- › Advertising, marketing, creative services and/or communications
- › Copywriting and/or Editing
- › Graphic Design
- › Photo, Video, and/or Sound
- › Research
- › Media Buying
- › Community & Stakeholder Engagement
- › Strategic Communications
- › Equity and Social Justice Services

Over the last six years, we have established ourselves as the standard for effective and strategic communications winning numerous awards including a Northwest Regional Emmy and the President's Choice from Public Relations Society of America, Puget Sound Chapter and completing a variety of projects supporting communications, engagement, and outreach for several government and city organizations throughout the Puget Sound and Washington State. Clients include:

- › City of Seattle
- › Washington Housing Finance Commission
- › Washington Office of the Attorney General
- › Washington State Department of Transportation
- › Seattle City Light
- › Whatcom County
- › King County
- › Legal Voice
- › Seattle Office For Civil Rights

# Helplines work when youth are involved.

Tell us what you and your friends *really* need from a 24-hour safety and well-being helpline.



Take the survey

Earn a chance at a  
**\$15 gift card**  
names drawn weekly

## Previous AGO Experience

### WA Office of the Attorney General– Youth Tipline

The Washington Youth Safety and Well-being Tipline Advisory Committee was convened in 2021 with the goal to develop a safe and inclusive tipline that aligned with the needs and preferences of youth in Washington. Most tiplines are developed as a response to school shootings but they are growing in popularity and use. TVA joined the initiative to launch a research and outreach campaign aimed at collecting feedback from youth regarding a new Washington State Youth Tipline. The goal was to understand what the youth population would want out of a tipline so it was representative of their needs.

TVA developed a two-survey approach to effectively gather and utilize youth feedback, which allowed for shorter surveys to combat drop-off rates and enabled the incorporation of insights from the first survey into the second. Survey 1 provided foundational data; like what youth would use the tipline for, when they would feel comfortable using it. Survey 2 delved deeper into emerging themes and sought input on potential tipline names.

Our aim was to reach and collect feedback from diverse youth across Washington State, with a focus on traditionally underrepresented groups. Priority participants included:

- › Washington youth aged 25 or younger.
- › BIPOC youth.
- › Youth living in rural areas.
- › Youth living in urban areas.
- › Guardians of youth, who could respond on behalf of the youth.

Additional priority segments included youth with various lived experiences, such as public assistance programs, the criminal legal system, neurodiversity, disabilities, homelessness, LGBTQIA+ identification, and military affiliations.

To raise awareness about the survey, TVA ran a digital media campaign while partnering with a local youth influencer. To incentivize participation, respondents had the opportunity to enter a gift card drawing by providing their contact information. TVA awarded 100 randomly selected respondents per survey with a \$15 Visa gift card, which were distributed via mail.

The digital recruitment campaign generated impressive results, including **1,298,451 total impressions**, **3,213 clicks**, and a 0.25% click-through-rate (CTR). Between the two surveys we received over **1,200 responses**, 722 responding to the first and 480 to the second; surpassing our goal of 400 participants for each.

# Helplines work when youth are involved.

Be a part of shaping a new safety and well-being helpline you can trust.

Earn a chance at a  
**\$15 gift card**  
Names drawn weekly

Take the Survey



When you don't  
know who to  
turn to...

# HearMe

We're here to listen



**1-888-XXX-XXXX**

Safe & Confidential Support

Or get support  
in our App



Falling on hard times does not have to mean losing your home.

Call our hotline

1-877-894-4663

Free | Safe | Confidential

Federal funding details at  
[WashingtonHAF.org](http://WashingtonHAF.org)



¿Le preocupa perder su casa?  
Tenemos fondos y apoyo disponibles

Llame hoy a la línea directa  
1-877-894-4663

¡Le atendemos en más de 200 idiomas!

No hay requisito de ciudadanía

- ✓ No es un requisito ser ciudadano estadounidense para solicitar la ayuda.
- ✓ No rastreamos el estatus migratorio o de ciudadanía suyo, ni de ningún miembro de su hogar.
- ✓ Esta ayuda es gratuita.



¿Qué puede esperar?

Washington HAF le pone en contacto con un(a) asesor(a) de vivienda que brinda apoyo **gratuito y confidencial** para presentarle las opciones que existen para evitar un embargo. Llame hoy mismo a la línea directa 1-877-894-4663.

¡Cuidado con las estafas!

No le de dinero a nadie que le ofrezca ayuda a cambio de una tarifa. Washington HAF es el único programa autorizado para distribuir fondos de HAF en el estado de Washington.

Escanear para ver más

Más información en:  
[washingtonHAF.org/es](http://washingtonHAF.org/es)



Escanéame



Este programa o proyecto fue apoyado, en su totalidad o en parte, por el estímulo federal número HAF0025 otorgado al Washington State Housing Finance Commission por el Departamento del Tesoro de los Estados Unidos.

## 1.2 Project Size Experience

### WA Housing Finance Commission – WA HAF Program

As part of the American Rescue Plan Act (ARPA), the federal government launched a program in 2022 called the Homeowner Assistance Fund (HAF), which provides relief funds and support to people at risk of losing their homes due to COVID-19. Here in Washington, HAF program oversight was given to the Washington State Housing Finance Commission (the Commission). The Commission reached out to The Vida Agency for our expertise in multicultural campaigns and equitable community outreach.

We began by conducting extensive market research to inform both their pilot and main HAF programs. Through our research, we identified the languages and geographic areas upon which the campaign should focus and then developed audience personas to guide and target the campaign. We also built a customer journey to provide clarity on the best timing and methods for contact as well as barriers to accessing the program and funds. From there, we crafted a comprehensive, multi-pronged strategy that included direct outreach, digital and multicultural media, and culturally sensitive key messaging to resonate with the priority audiences.

TVA designed and produced an array of promotional materials and assets, which we transcated into the priority languages of Spanish, simplified Chinese, Vietnamese, and Somali. These materials included a unique website landing page and contact form that emphasized connecting to a housing counselor; robust print and digital advertising; and outreach materials such as FAQs, flyers, and shareable social media graphics and sample messages. We also conducted direct outreach to community-based organizations across the state, leveraging the Commission's networks as well as TVAs deep relationships with the communities the Commission most hoped to reach. Media assets included print, audio (radio and streaming), and video ads. We also partnered with Commission spokespeople and housing counselors on multicultural and hyper-local media appearances and video production.

TVA's digitals ads saw 26M+ impressions resulting in **44K+ clicks** and an average CTR of 0.73%. All of these results were an increase upon previous month recordings. The campaign was launched with **20+ local & multicultural media outlets** and increased website awareness resulted in **over 393K website views** and **160K+** unique website visitors, both of which were also increased numbers over past reporting. We also directed engagement and outreach with **170+ community based organizations**.

All these efforts have seen over **750 homeowners** receive funds to help prevent foreclosure. Priority counties have seen large number of applications and hot line calls: King County has received **162 applications**; Pierce County **161**, and Snohomish has received **122**. These three counties have all allocated over **\$3 million** each in funds to homeowners.

¿El mejor regalo?  
Conserva tu casa.

Llame a nuestra línea de atención  
1-877-894-4663  
Gratis | Seguro | Confidencial



Detalles de fondos federales en [WashingtonHAF.org](http://WashingtonHAF.org)



**BE READY.  
BE HYDRATED.**



### 1.3 Branding and Marketing Campaign Experience

#### City of Seattle – Be Ready. Be Hydrated

TVA was selected by the City of Seattle Health and Human Services to lead a bilingual public awareness and counter-marketing campaign to reach Black, Latinx, and low-income youth – the highest contributors to beverage tax dollars within the City.

According to a study conducted by the University of Connecticut Rudd Center for Food Policy and Obesity, spending for sugary-drink advertisements on Spanish-language television increased by 10% between 2013 and 2018, with preschool-aged youth seeing the most advertisements. The study also revealed that Black teens are served 2.3 times more ads for these dangerous drinks than their white peers. Our work aimed to:

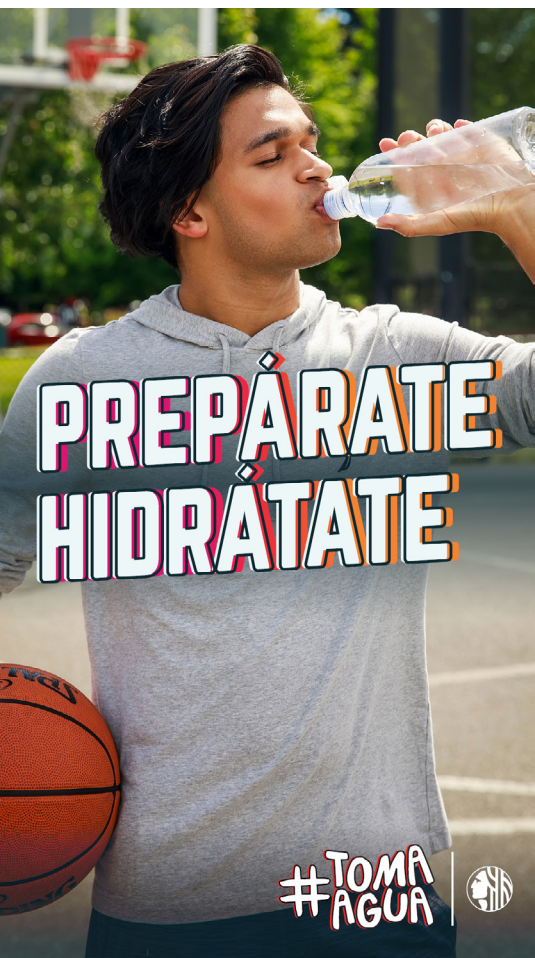
- › Lower the demand for sugar-sweetened beverages such as soda / pop, energy drinks, and fruity drinks.
- › Raise awareness in our communities about the deceptive marketing tactics beverage companies use to target Black and Brown youth.
- › Highlight the health consequences of drinking sugar-sweetened beverages – particularly Type 2 Diabetes.

In response, we created a Coalition made up of community organizations already serving youth to elicit feedback, gather data and the important stories behind the data. A human-centered research and mixed-methods approach was leveraged including a survey, focus group, and feedback sessions.

Youth preferred positive messaging, rather than shaming, and the most popular choice for alternative beverage consumption was water. The bilingual “Be Ready. Be Hydrated.” / Prepárate. Hidrátate. campaign was co-created with youth, community stakeholders and bilingual teams members. During the creative messaging process, many iterations were quickly disregarded because while they sounded great in English, they fell flat or just didn’t work in Spanish. The campaign encouraged water consumption as an urban lifestyle choice and various key messages were created beyond the headline, such as hashtags #drinkwater and #tomaagua, which showed up in real life in the form of stickers, health-related infographics, artwork and even an original song.

Campaign imagery focused on urban settings, included metal reusable water bottles, and #drinkwater #tomaagua stickers. Community and ethnic media outlets, as well as local influencers, amplified the campaign through trusted sources within Seattle’s Black and Brown communities. Broadcast television, commercial radio, and long-form segments and articles provided space to focus on the health risks related to consumption of sugary beverages.

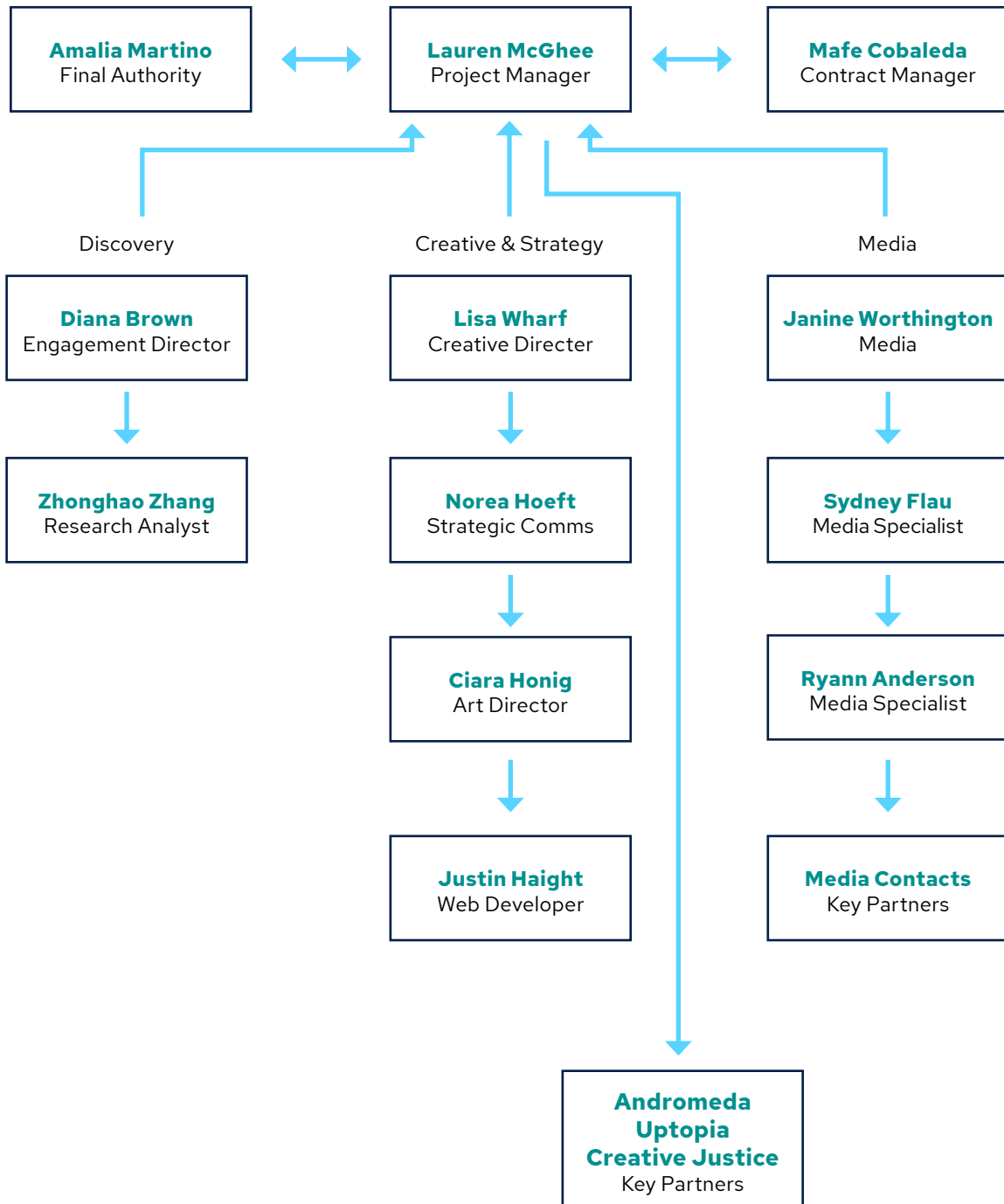
Despite the challenges of COVID-19, “Be Ready. Be Hydrated.” and received grassroots support from Black and Brown communities across the City of Seattle. Throughout a two-month period, we received more than **500 survey responses**, nearly **5.9 million impressions**, and **14,000 clicks**. 1,000+ water bottles and 8,000+ stickers were distributed and earned and paid media was achieved and managed across **15+ local outlets**. Most importantly, **more than 30% of the youth engaged** reported “thinking twice” about they drink for thirst.



## 1.4 Team Structure

With roots in the Northwest and a strong commitment to diversity, TVA has deep policy and cultural knowledge of Washington State and the Puget Sound Region. Each of our team members brings a unique lens and skillset to our work, drawing from personal, professional, and cultural connections important to the staff and residents of Washington.

Lauren McGhee, the project manager designated for this project, will collaborate with the TVA team so that every aspect of Branding, Marketing, and Website Creation for the HearMeWA Program draws upon their expertise..



## 1.5 Key Staff

**Lauren McGhee**

***Creative Project Manager***

Lauren is a dynamic project manager known for her strategic thinking and comprehensive approach. With over 10 years of experience, she brings a thoughtful and analytical mindset to every project she undertakes. Her passion for communication shines through in her ability to adapt to different audiences and effectively convey ideas.

As a strategic thinker, Lauren has a knack for taking bigger picture concepts and transforming them into actionable plans. She excels at bridging the gap between abstract ideas and practical implementation, making even the most complex projects more realistic and achievable. With a deep appreciation for art and creativity, Lauren infuses her work with a touch of innovation and imagination. Lauren's skill set extends beyond project management. She possesses technical expertise in various tools and platforms, including Google Workspace (formerly GSuite), Microsoft Suite, Zoom, Adobe Suite, Canva, Hubspot, SmartSimple, Slack, Asana, ClickUp, Twitter, Instagram, and Facebook and holds a Bachelor of Arts in Integrated Social Sciences from the University of Washington. For this project, Lauren will be the main point of contact and project manager.

**Lisa Wharf**

***Creative Director***

Lisa believes that creativity is not magic, but a process best executed one on one with clients. With over 20 years of experience leading creative strategies and campaigns, Lisa helps our partners successfully engage their audiences by creating content that is relevant and easy to consume. Leading our creative process, Lisa works hand in hand with clients to understand their desired goals and to develop strategies to reach them. She ensures that all design work, whether a video or social media image, aligns with desired outcomes. Throughout her career, Lisa has worked across a range of industries, from small businesses looking to update their brand to large public agencies working on environmental cleanup and mega transportation projects.

For the grand opening of the SR 99 tunnel and SR 520 Bridge, Lisa led the award winning branding and campaign efforts, which helped to draw over 60,000 attendees to each event. Past experiential design projects have included creating large form wayfinding along Seattle's waterfront and Milepost 31, a museum style exhibit in Pioneer Square. The multi-award-winning exhibit was visited by 800,00 individuals from more than 80 countries. For this project she will provide strategic and creative oversight to all materials.

**Ciara Honig**

***Art Director***

Ciara transforms every idea into a powerful visual experience. She has a superb, innate ability to create eye-catching visual assets that surpass our client's expectations and resonates with our priority audience. In a constantly evolving industry where the ground beneath us is always shifting, Ciara has not only kept pace but has been at the forefront of change. Her journey began as a our creative intern, quickly-turned graphic designer, where she honed her craft and established herself as a creative force. Through her dedication, talent, and unwavering commitment to thoughtful design, she proved her ability to take on the role of Art Director.

Now Ciara's contributions extend beyond graphic design, as she now plays a pivotal role alongside our Creative Director in overseeing our creative strategy, guiding our team toward creating innovative and impactful visual experiences that push the boundaries of creativity and community impact. Ciara's versatility shines through her experience with a diverse range of clients from global sports companies to large public agencies. Her portfolio includes impactful projects such as the West Seattle High-Bridge Program, playing a pivotal role in creating multicultural outreach materials that bridged the gap between the City and the community, the



Washington State Housing Finance Commission where she designs and provides oversight on digital assets for ongoing state-wide and local multicultural media campaigns, including diving into the world of videography -- supporting other clients, like SDOT, where she collaborated with our key video partners to bring key safety improvements into engaging visuals for the community. For this project she will oversee execution and implementation of design.

**Norea Hoeft**

***Head Writer & Strategic Communications***

Norea believes in the awesome power of storytelling to arouse empathy, change minds, and inspire action. With over 15 years of experience in marketing and communications, and a unique perspective grounded in being a mixed-race, queer Filipina, Norea is committed to constantly seeking greater clarity, efficiency, and joy in collaboration. She spent the bulk of her career in the nonprofit sector creating fundraising communications and then leading marketing for the Northwest region of a national fundraising consulting firm that specializes in helping organizations (including many startups) with seed funding, feasibility studies and counsel for capital campaigns, and capacity building. She has also consulted with multiple startup organizations in the burgeoning field of racial equity consulting on business development strategy, core messaging, promotional campaigns, and thought leadership. At The Vida Agency, Norea leads communications strategies informed by research and in collaboration with various clients. For this project, she will oversee and implement all creative messaging.

**Justin Haight**

***Senior Web Developer***

Renowned for developing highly accessible and compelling websites that encourage public participation, Justin has a unique ability to boost engagement from some of the hardest-to-reach communities. With the development of more than 200 websites under his belt for a range of public agencies including Sound Transit, Washington State Department of Transportation (WSDOT), Bay Area Rapid Transit (BART), Seattle Public Utilities and many more, Haight brings a wealth of experience to the TVA team. For this project he will handle website development and execution.

**Janine Worthington**

***Director of Media Relations***

Janine is a senior communications professional with 20+ years of comprehensive public relations and communications experience and brings a proven track record of success in driving widespread awareness both with national and local media. She has extensive experience distilling campaign messaging and tailoring story angles that resonate with target media. She is a strategic planner who develops and launches high impact public relations and media campaigns that increase the volume, quality, and consistency of media coverage. Her pitches have garnered coverage for clients in top tier outlets such as the New York Times and Fast Company to local multicultural outlets. She expertly drafts strategic story angles, develops pitches, conducts media briefings, and manages interviews, spokesperson prep, and paid media buys.

She is currently managing the paid and earned multicultural media campaign strategy for a range of TVA clients such as Lydig Construction in support of the Rainier Beach High School rebuild and multicultural campaigns for SDOT in support of the West Seattle Bridge repair, Neighborcare, and Washington State Housing Finance Commission. For this project, she will oversee and execute all media strategies.

**Sydney Flau*****Media Specialist***

Sydney is a highly organized and detail-oriented media specialist with a unique blend of expertise in digital media strategies, project management, and a deep background in politics. With a bachelor's degree in political science and a rich history working in various political roles, she brings a wealth of knowledge to the media field. Sydney is known for her proactive approach and self-starting attitude, keeping up with the latest emerging digital trends. Her journey with TVA began as a project coordinator where her expertise soon led her to support the media team. The move became permanent, and she now spends her time collaborating with external digital media partner agencies, creating and implementing digital media strategies for client projects through tactics like paid social and programmatic display, connected TV, digital out-of-home (DOOH), paid search, email marketing.

Sydney excels in ongoing campaign monitoring and optimization, ensuring that clients achieve the best possible results while providing regular reporting. Her ability to develop and execute digital media strategies, coupled with her attention to detail and coordination skills, makes her an invaluable asset in the world of media and campaigns. For this project she will support all media efforts and the management of AGO social accounts.

**Ryann Anderson*****Media Specialist***

Ryann helps manage the planning, implementation, and monitoring of advertising campaigns for our clients, as well as the development and execution of internal brand marketing and digital strategies. She supports a wide range of TVA clients such as Lydig Construction, WSDOT, Neighborcare, Washington State Housing Finance Commission and more.

The combination of her digital marketing experience coupled with her work in multicultural community outreach, helps TVA build authentic campaigns for our clients that resonate with the desired audiences. Ryann also helps generate easily digestible campaign reporting dashboards that synthesize metrics for our clients and help us continue to optimize in real-time. As a native of the digital age, she keeps us all current on the latest social media trends and emerging platforms, ensuring our clients get access to the latest digital innovations for their campaigns. For this project she will support all media efforts and the management of AGO social accounts.

**Zhonghao Zhang*****Research Analyst***

Z is a key member of TVA's strategy and research team. As an experienced research analyst with in-depth knowledge of qualitative and quantitative methods, he is our gatekeeper to the research process, always examining and validating the accuracy and reliability of the data obtained through the research process to spot gaps and ensure pertinent results. His strong analytical and proven data interpretation skills have been leveraged by TVA clients such as King County Public Health, Seattle Public Utilities, and Lydig Construction, among others. His data-driven solutions are always presented in a compelling, innovative, and impactful storytelling format to meet the primary and secondary research objectives.

Zhonghao's work brings to each research project a focus on diversity, inclusion, and audience engagement to enhance our clients' strategic objectives. His previous experience includes research roles with Amazon and REQ and brand campaign and go-to-market strategies with Unison Agency. For this project, he will lead all discovery and research, as well reporting on youth feedback.

*All team CVs are attached at end of document.*

# Lauren McGhee

Creative Project Manager



## Role

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Lauren is a dynamic project manager known for her strategic thinking and comprehensive approach. With over 10 years of experience leading communications campaigns, she brings a thoughtful and analytical mindset to every project she undertakes. She will serve as project manager and the main point of contact, helping oversee the strategy, coordination, and execution of this project.

## Experience

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### **Creative Project Manager | The Vida Agency | Seattle, WA | May 2023 – Present**

- Assess initial requests for marketing collateral, project parameters, priority, scheduling, and creation of all deliverables against other established deadlines, goals, strategy and mission/values.
- Responsible for creating a development plan, timeline, task assignment, and maintaining active communication between all stakeholders regarding status and due date.
- Research, develop, write, edit and finalize a wide range of collateral materials for digital and print, and work with creative design in the production of these materials to ensure they are on-brand, error-free and created within timelines and budget.
- Ensuring the creative process supports effective communication and collaboration across all relevant areas while finding opportunities for improvement.
- Collaborate with internal teams to develop and manage project plans by conducting discovery sessions, project kick-off meetings and status update reports.
- Provide general assistance to the needs of the department and others as directed and perform other duties to support the team as a whole.
- Assist with maintenance of company brand messaging and positioning standards.
- Research and remain up to date on relevant marketing and communications best practices and trends and share with team members.

### **Project Consultant | Black Stax | Redmond, WA | March 2023 – May 2023**

- Managed website modernization from ideation to implementation with copywriting, color design, and creative reviews
- Explored and researched fiscal sponsorships & grants that were available
- Lead project discovery meetings, creative reviews, research, and meaningful collaboration

### **Senior Administrative Partner | Marguerite Casey Foundation | Seattle, WA | January 2021 – June 2022**

- Managed special projects for office of the president including internal and external correspondence and relationships, prepared event and speaking engagement briefs, scheduling, travel arrangements and expense report reconciliation
- Collaborated with the creative and storytelling team on communication efforts
- Supported marketing logistics and analytics for foundation event promotions and public communications

### **Marketing Specialist | Coffman Engineers | Seattle, WA | September 2014 – October 2019**

- Provided creative support through copywriting, editing, proposal design
- Coordinated project management, event management, client relationships, networking, database management, and administrative assistance

# Lauren McGhee

Creative Project Manager

## **Education**

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**Bachelor of Arts, Integrated Social Sciences | University of Washington | Seattle, WA**

**Associate of Arts and Sciences | Bellevue College | Bellevue, WA**

## **Project Experience**

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### **WA Health Benefits Exchange**

A statewide health insurance education and outreach campaign aiming to reach immigrants communities across the state of Washington to inform audience about new insurance availabilities.

### **WA HAF Program**

A statewide multilingual outreach campaign

# Lisa Wharf

Creative Director



## Experience

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### **Creative Director | The Vida Agency | Seattle, WA | February 2020 - Present**

- Manages agency-wide creative department, internal team workflow and outside vendors.
- Creative strategy and audience persona development.
- Drives brand engagement for clients through promotion campaigns.
- Directs and/or provides design services for experiential, interpretive, and exhibit projects.
- Directs and/or provides graphic design for print and digital promotions, website architecture and design, and video content for all agency accounts.

### **Senior Art Director | ei creative studio | Seattle, WA | 2010 – 2020**

- Manage day-to-day operations for the graphic design and video team including setting priorities, assigning resources, and ensuring project goals are achieved.
- Balance the creative output for multiple projects happening at the same time.
- Guide creative direction for ei creative studio and its' clients.
- Advise and support staff on professional growth.
- Work with senior staff and management to identify and implement process improvements to meet project and team needs.
- Develop good client relationships.
- Participate in new business development activities.

### **Art Director/Graphic Designer | Envirolssues | Seattle, WA | 2002-2010**

- Manage day-to-day workload for the graphic design team including setting priorities, assigning resources, and ensuring project deadlines were met.
- Produce print and web materials for multiple projects happening at the same time.
- Develop workflow processes for the graphic design team.
- Provide art direction to junior staff on print and web materials.
- Coordinated with vendors.
- Designed business development and marketing materials.

## Education

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### **B.A., Mass Communications | Earned 1997**

University of South Florida | Tampa, FL

### **Graphic Design studies | 1997**

International Academy of Merchandising and Design | Tampa, FL

### **Graphic & Web Design Studies | 2000 – 2001, 2007**

School of Visual Concepts | Seattle, WA

### **Videography and Editing | 2003**

Seattle Film Institute | Seattle, WA

# Lisa Wharf

Creative Director

## Skills

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Project management, brand development, experiential/exhibit design, print graphic design, digital graphic design, website architecture, strategic communications, storytelling, script writing, video development and direction.

## Other Professional Experience

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Graphic Designer | Preston Gates & Ellis | Seattle, WA | 2001

Marketing Coordinator | Downtown Seattle Association | 1999-2000

Marketing Assistant | Andersen, Bjornstad Kane Jacobs | 1999

Production Assistant | Homes & Land Magazine | 1998-1999

## Project Experience

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“Be Reay. Be Hydrated.” marketing and awareness campaign, Community Health Plan of Washington “You are the Center” brand awareness campaign, Alaskan Way Viaduct and Seawall Replacement Program, SR 520 Bridge Replacement Program, Sound Transit ST2 and ST3, Neighborcare Health, Latino Community Fund of Washington.



**Ciara Honig**

Art Director

## Experience

### **Art Director | The Vida Agency | Seattle, WA | January 2023- Present**

- Manage creative tasks within larger communications efforts
- Project manage small to medium creative projects
- Contribute to campaign strategy development
- Work with other departments including research, outreach, and media on various creative outputs from brand campaigns to material development
- Develop brand identity and campaign concepts
- Produce creative briefs
- Produce digital and print graphic design materials
- Provide art direction on creative materials
- Help refine protocols and efficiencies for creative process
- Grow team knowledge of best design practices and trends in web and graphic design

### **Graphic Designer | The Vida Agency | Seattle, WA | July 2021 - Present**

- Produce print and web materials for multiple projects happening at the same time, coordinating proper workflow to ensure deadlines are met.
- Worked alongside Creative Director to develop creative strategy and audience persona development.
- Drives brand engagement for clients through promotional campaigns.
- Provides graphic design for print and digital promotions, website architecture and design for all agency accounts.

### **Creative Intern | The Vida Agency | Seattle, WA | May 2021 – July 2021**

- Produce print and web materials for multiple projects happening at the same time, coordinating proper workflow to ensure deadlines are met.
- Work alongside Creative Director to develop creative strategy
- Drives brand engagement for clients through promotional campaigns.
- Provides graphic design for print and digital promotions, website architecture and design for all agency accounts.

### **Graphic Designer | SportsHosts | Remote | November 2020 – May 2021**

- Manage daily workload alongside the social media team including setting priorities, scheduling social media content, and ensuring project deadlines were met.
- Develop workflow processes for the social media team.
- Designed business development and marketing materials.
- Strategically developed social campaigns tailored to a global audience.
- Develop a new brand design and style guide for the company.

## Education

**B.A., Digital Technology & Culture | 2018-2020**

Focused on Graphic Design & Fine Arts Studies

Washington State University | Pullman, WA

**AA-DTA General Studies | 2016-2018**

Pierce Community College | Puyallup, WA

## Skills

Brand Development, Adobe Creative Suite, Procreate, Presentation Design, Design Strategy, Print Graphic Design, Digital Graphic Design, Website Architecture, Strategic Communications, Storytelling



## Project Descriptions

### Brand Campaigns

#### **Neighborcare Health | 2021 - Present**

*Worked alongside Creative Director to develop brand strategy and design a digital ad campaign to provide general brand awareness. After a successful campaign, we are excited to work with this client again for their 2022 brand campaign.*

#### **Within Reach- Help Me Grow**

*Created a digital ad campaign to promote their survey. Following this project, our creative team developed a brand toolkit with various digital assets to be used throughout the client's regional groups.*

#### **Sound Transit**

*Developed branding strate*

### Full Service

#### **Enviroissues/SDOT- West Seattle Bridge Program | 2021 - Present**

*Assisted in any digital/print design needs for the West Seattle Bridge Repair Program. This includes designing construction maps, digital ads, print materials, and transcreating all outreach materials in 9 different languages.*

#### **Lydig- Rainier Beach High School Construction | 2021 - Present**

*Supports the Outreach team by creating multilingual digital ads and print materials for various outreach events to promote community engagement for the school's rebuild program.*

#### **Whatcom County- Brand Campaign & Website Design**

*Developed branding strategy and logo designs for Whatcom County's new family program. Once the branding assets were finalized, our Creative team developed a strategy and various designs for the client's website.*

#### **Seattle Department of Transportation- On call services | 2021 - Present**

*Stay Healthy Streets-*

*Route 7 -*

### Research Focus Groups

#### **Puget Sound Regional Council**

*Assisted our research team's discovery process by designing both digital and print multilingual recruitment materials for their facilitated focus groups. Following the Research team's discovery process, I designed four varying Executive Summaries based on regional findings.*

#### **King County Parks**

*Assisted our research team's discovery process by designing both digital and print multilingual recruitment materials for their facilitated focus groups.*

#### **Washington State Recreation and Conservation Office**

*Assisted our research team's discovery process by designing multilingual recruitment materials for their facilitated focus groups.*

## Events

### **Seattle Department of Transportation - Green Lake Event | June – July 2021**

*Assisted our Outreach team by designing various event materials for SDOT's new Green Lake bike lanes for a community bike ride and scavenger hunt.*

### **Group Health | Shape the Future Conference | July – September 2021**

*Worked Alongside our Creative Director to develop conference branding and day-of-event materials such as Presentation and Note templates.*

## Report Design

### **City of Seattle FAS – WMBE Annual Report | 2021 - Present**

*Designed full ADA compliant report....*

# Norea Hoeft

Head Writer



## Experience

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### **Strategic Communications Specialist / Head Writer | The Vida Agency | Seattle, WA | 2021 – Present**

- Formulate and lead communication planning
- Craft messages and strategy documents
- Prepare press materials
- Drive collaborative decisions
- Provide tactical guidance to a variety of clients across industries within the public and private sector

### **Freelance Writer & Editor | Seattle, WA | 2020 – 2021**

- My work as a writer, writing coach, and editor was focused on magnifying the voices of those most adversely affected by entrenched inequities.
- Partnered with pioneers in the field of racial equity, helping thought leaders to write, develop, and promote original works that assist individuals and organizations with transformative change toward racial consciousness and anti-racism.

### **Senior Communications Associate | The W. Edwards Deming Institute | Seattle, WA | 2018 – 2020**

- Worked collaboratively to develop and execute The Deming Institute's communications and marketing to support programs, events, and fundraising initiatives.
- Developed and managed communications plan and calendar for all communications channels including blog, website, e-news, social media, donor communications, speaking engagements, and event promotion.
- Created marketing and fundraising materials such as brochures and videos for Deming OnWard, the campaign to fund the launch of Deming Online, an interactive online learning portal.

### **Senior Marketing Associate | Campbell & Company | Seattle, WA | 2015 – 2018**

- Planned and supported firm-wide marketing and thought leadership initiatives, including webinars, online communications (blog, e-news, social media), toolkits, and research study white papers.
- Provided marketing planning support to geographic hubs in the Northwest and West; vertical market task forces around environment, healthcare, education, arts & culture, and more; and service lines (fundraising consulting, executive search, communications consulting, and strategic information services).
- Managed the Northwest brand, including editorial calendar, speaking engagements, and sponsorships. Provided quality oversight and support for business development activities, from lead generation through proposal development and sales presentations.

# Norea Hoeft

Strategic Communications Specialist / Head Writer

## Education

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**University of Washington** | BA in Ethnomusicology

**University of Washington, Department of Human Centered Design & Engineering** |

Certificate in Technical Writing & Editing

**Executive Development Institute** | Leadership Discovery Program for Asian Americans

**Speakeasy, Inc.** | Talk So People Listen, 3-day intensive training in public speaking

## Skills

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- Storytelling
- Strategic Communications
- Nonprofit and Fundraising/Development Communications
- Marketing Strategy
- Content Development
- Core Messaging
- Writing & Editing

## Project Experience

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- Legal Voice
- Satterburg Foundation
- Washington State Housing Finance Commission
- Washington Health Benefit Exchange
- City of Seattle – Office of Civil Rights
- City of Tukwila – South King County Trips

# Justin Haight

Web Developer



## Experience

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**Web Developer | The Vida Agency** | Edmonds, WA | Jan 2022 - Present

- Creation and launch of the Washington HAF site ([washingtonhaf.org](http://washingtonhaf.org))
- Creation and launch of the new TVA website (coming soon)
- Server set up to expand TVA web services capabilities

**Web Developer | EnviroIssues** | Seattle, WA | 2013 – 2021

- Co-created and developed: [participate.online](http://participate.online), a service that brought EI's public participation projects to the web
- Coached internal project teams and clients to craft content that informs the public and invites their feedback
- Worked with internal project teams and designers to develop an approach to content development that is compliant with accessible web standards
- Mentored junior developers on EI's team

**Web Developer | Methodmakers** | Seattle, WA | 2011 – 2013

- Served non-profit clients to promote their programs
- Clients included WA State Department of Veterans Affairs and Edmonds Community College

## Education

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**B.A., Philosophy** | 2001

Whitman College | Walla Walla, WA

**AAS, Engineering Design Technology** | 2004

North Seattle Community College | Seattle, WA

## Skills

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- Web Development
- Accessible design and content development
- Strategies for reaching and engaging public stakeholders using technology

## Software

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- Languages: HTML, CSS, JavaScript, JQuery, Sass, C#
- Environment: Visual Studio, Sublime Text, VS Code, CU, Docker, Lando
- Source Control: Git, Github, BitBucket
- Servers and Deployment: Azure, Azure Dev-ops, Pantheon, SiteGround
- Platforms: WordPress, Orchard CMS, Expression Engine, JAMStack/Headless CMS

# Janine Worthington

Director of Media Relations



## Experience

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### **Director of Media Relations | The Vida Agency | Seattle, WA | 2021 - Present**

- Develop and oversee execution of media strategy across new accounts, including proactive and reactive opportunities
- Conduct media outreach via through different platforms and regularly secure coverage in pin-pointed range of target outlets
- Strengthen relationships with key contacts, focusing on top-tier print, online and broadcast media and trade media
- Support/mentor growing team and guide them on best practices for pitching/media monitoring/report generation
- Establish collaborative goals with each client, set clear expectations for coverage
- Support the strategic messaging process to inform all content creation

### **Director of Corporate Marketing | Zenoti | Bellevue, WA | 2020-2021**

- PR/Communications: Manage Zenoti's PR strategy and agency partner including establishment of goals, messaging pillars, media training for company spokespeople, pitch bank, media relations calendar, outlet targets and media coverage monitoring.
- Brand: Collaborate with executive leadership and creative agency partner to execute brand campaigns from concept inception through to launch. Sample campaign: Go Zenoti
- Corporate Social Responsibility: Architect and execute the Zenoti Foundation's corporate social responsibility initiatives to carry out the brand purpose of helping others feel good, so they can find their greatness. 2021 programs include a nationwide Shelter Days community engagement initiative and scholarships for the next generation of salon, spa and fitness providers.
- Marketing Plan/Budget: Build, execute and monitor Zenoti's public relations, brand marketing and Zenoti Foundation corporate philanthropy budget.
- Vendor Management: Research, hire and manage external Public Relations and Creative agencies.

### **Marketing Divisional Lead | Evrnu, SPC | Seattle, WA | 2019-2020**

- Communications: Draft full suite of corporate communications including investor diligence materials, quarterly reports, use cases/case studies, sales proposals/decks, brand/supply chain guidelines, website, blog, newsletters, social media, and press materials.
- Branding: Develop corporate and technology suite brand architecture to support business and marketing objectives.
- Strategy: Develop marketing strategies using creative approaches to influence both B2B and B2C purchasing behavior.
- Brand Partner Collaboration: Work with global brand and retail partners and internal stakeholders to create, manage and execute effective product launch campaigns that resonate with trade and consumer audiences.
- Marketing Plan/Budget: Build, execute and monitor Evrnu marketing plan and budget.
- Analysis: Conduct competitive and market analysis to determine and highlight Evrnu differentiators in

# Janine Worthington

## Director of Media Relations

order to craft messaging and positioning in the market.

- Team/Vendor Management: Manage internal marketing team. Build, further develop, and leverage relationships with our agencies and external contractors and industry media to evangelize the Evrnu brand, mission, and movement in the market

## Public Relations & Marketing Consultant | Seattle, WA | 2010-2019

- Agency Consulting: Contract consultant for Williams Helde, Spin Creative, La Vida Agency. Projects include PR strategy, international/national/regional media relations, product launch events, press releases, pitch drafts and deployment, brand/product story content development, trade shows, leadership and spokesperson media training and cross-promotional partnership development with other relevant brands.
- Direct/Brand Consulting: Contract public relations and corporate communications for brands including GoLite, Aera for Home, Zenoti, CasaOne, FirstPath Autism, Brainbox Consulting, UpStart Group, FireDisc®, PetEdge, Christopher Drummond Beauty, Trailheads and Eagles Nest Outfitters Inc, and Conscious Body Pilates.

## Education

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### Bachelor of Arts in French & Sociology | 1992

Ohio Wesleyan University | Delaware, OH

### Certificate of Advanced Social Media | 2012

University of San Francisco | San Francisco, CA

## Skills

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Strong Written and Verbal Communications, Media Relations/Public Relations, Brand Positioning/Brand Management, B2B and B2C Marketing Strategy, Agency/Vendor Management, Social Media/Brand Influencer Programs, Go-to-Market Launch Strategy

## Other Professional Experience

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Member | **Forbes Communication Council**



**Sydney Flau**  
**Public Relations – Specialist 1**

**Experience 3+ Years**

**Digital Media Specialist | The Vida Agency | Seattle, WA | January 2023 – Present**

- Develop digital media strategies and present to clients to help them accomplish their project/campaign goals
- Execute digital media strategies in-house or in concert with TVA external digital media partner agencies
- Collaborate with digital agency partners as needed to gather digital strategy tactics, determine necessary budgets, and define the scope of creative assets needed to incorporate into client media plans
- Ongoing monitoring and optimization of digital campaigns as needed
- Weekly, monthly, or end of campaign reporting depending on contract terms

**Coordinator | The Vida Agency | Seattle, WA | May 2022 – January 2023**

- Support delivery and quality of deliverables for a broad set of client and consultant teams across multiple projects including transportation and construction.
- Contribute to the development and implementation of engagement and communication plans
- Conduct outreach activities such as surveys, virtual events, and in person events.

**Program Representative | State of California | San Diego, CA | July 2020 – May 2022**

- Determined eligibility for UI benefits in accordance with the laws, regulations, and policies of the State of California.
- Interviewed applicants to determine eligibility.
- Settled discrepancies between employers and employees.
- Implemented pandemic policies daily.

**Communications Intern | Center on Budget and Policy Priorities | Washington, D.C. | 2018**

- Oversaw communications for organization specific events.
- Tracked national and local media coverage
- Designed posts optimized for Instagram, Facebook, and Twitter.
- Created materials and boosted engagement and outreach across social media platforms.

**Campaign Intern | Mike Levin for Congress | San Diego, CA. | Jan 2018 – September 2018**

- Oversaw communications for organization specific events.
- Created, designed, and sent out marketing materials.
- Designed posts optimized for Instagram and Facebook regarding events.
- Created materials and boosted engagement and outreach across social media platforms.

**Education**





B.A. in Liberal Arts and Sciences: Political Science 2019  
University of California, San Diego | San Diego, CA

**Skills**

Strategic communications, project management, public engagement planning and implementation, Microsoft Office

**Project Experience**

Seattle Department of Transportation – Transit Plus Multimodal On-Call, Whatcom County Justice Project, Madison Bus RapidRide Transit, City of Seattle Department of Neighborhoods Generational Wealth.

# Ryann Anderson

Media Specialist



## Experience

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### Media Specialist | The Vida Agency | Seattle, WA | 2022 – Present

- Draft media strategy content for new business proposals.
- Collaborate with TVA media partners as needed to gather digital strategy tactics, determine necessary budgets, and define the scope of creative assets needed to incorporate into client media plans.
- Develop local/multicultural media strategies and presentation to TVA clients to help them accomplish their project or campaign goals.
- Execute digital media strategies.
- Provide ongoing monitoring and optimization of campaigns as needed.
- Provide weekly, monthly, or end of campaign reporting depending on contract terms.
- Train new TVA staff on media plan processes, templates, tools, and protocols
- Identify and actively participate in professional and community organizations to enhance media/advertising fluencies and skill sets.
- Cultivate new and maintain existing relationships with local and multicultural media partners.
- Manage invoicing process with multicultural media partners to promote payment efficiencies.
- Maintain media services department information.
- Facilitate advertising services for strategic multicultural media partners.

### Marketing & Project Coordinator | The Vida Agency | Seattle, WA | 2019 – 2022

#### General

- Deploy successful marketing campaigns and projects for both internal and external projects.
- Prepare reports: progress, comprehensive, etc.
- Liaise with creative and marketing teams to produce marketing material.
- Coordinate key messages across multiple social and communication platforms. Draft of messaging where relevant.
- Assist across multiple projects contracted by the agency.
- Organize and schedule meetings and manage calendars.
- Track project expenses.
- Organize and manage project files.

#### Client Work

- Attend meetings.
- Revise notes and reporting for client projects
- Staff virtual and in-person events, seminars, and conferences
- Conduct in-person outreach for a variety of projects.
- Record project activities and perform data entry.
- Contribute to project meetings by drafting tools and materials.
- Coordinate and perform outreach activities.
- Coordinate translation of materials.
- Support delivery of work plans and quality of deliverables
- Provide input on new processes and workflows as needed.
- Draft weekly look-ahead plans for project teams.
- Guide interns in outreach/comms practices and TVA protocols
- Coordinate ad buys and track placement, accounting, and reporting across projects
- Track and analyze engagement analytics and provide accurate data across projects.
- Coordinate specialized consultants (photographers, language services, subconsultants, etc.)

# Ryann Anderson

Media Specialist

## Education

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- Washington State University | 2016 – 2020
  - Bachelors in strategic communications & PR
- Meadowdale Highschool, Lynnwood, WA | 2012 - 2016

## Skills

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- Detail- oriented
- Information Management
- Media Planning and Buying
- Strategic Planning
- Campaign Execution, Monitoring and Reporting

## Project Experience

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*Washington HAF, Rainier Beach High School Rebuild, WSDOT PASS Program & Megaprograms, Washington Healthcare Benefit Exchange, Sound Transit*

Ryann helped to strategically plan, budget, execute, monitor, and report on our Washington Housing Assistance Fund campaign. In doing so, this campaign has reached thousands of residents and helped to save homes. Also responsible for coordinating day of needs for video segment filming sets.

# Zhonghao Zhang

Research Analyst



## Experience

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### Research Analyst | The Vida Agency | Seattle, WA | 2021 – Present

- Conducting qualitative research to gather community and partner insight. Working with government agencies and local communities
- Research subject recruitment and coordination of research activity logistics for focus groups, qualitative interviews, surveys, and other research tools.
- Qualtrics data management, analysis, and visualizations.
- Secondary research and literature review, briefings to project team on findings.
- Community outreach and public engagement.
- Social media and content creation, public communications writing.
- Project management - including scheduling, agenda development, document management.

### PR and Marketing Chair | HSRE | Seattle, WA | 2020 – 2021

- Planning and managing the end-to-end market research process, including the design and execution of quantitative and qualitative surveys and secondary research.
- Managing the public relations and marketing team and all marketing and outreach campaigns.
- Advising the Board on marketing, content, and brand strategy.

### Vendor Manager | Amazon.com | Seattle, WA | 2017 – 2019

- Assumed ownership of all aspects of my vendor's business within Amazon, such as sales, demand forecasting, and managing all projects related to the vendor.
- Project and account management related to the vendor. Including but no limited to scheduling, logistics, resource management, and planning.
- Used data driven stories and insights to pitch product and promotional strategies to senior leadership and vendors.
- Improved client relationships, negotiated contracts, planned and executed promotions, and created best-in-class customer experiences.
- Built last and effective relationships with vendors that resulted in collaboration and improvements for the business.
- Coordinated with internal and external teams to drive the top and the bottom line of the business.

### Research Strategist | REQ | Washington, DC | 2014 – 2016

- Developed and presented custom branding and marketing strategies.
- Managed, executed, and analyzed primary and secondary research projects to uncover insights into people, culture, and the market.
- Managed and facilitated meetings, focus groups, and discussions of stakeholders with diverse backgrounds, perceptions, and values.
- Used insights to create compelling narratives and stories to provide direction for creative and brand strategies.
- Produced brand architectures, personas, positioning statements, messaging strategies, naming strategies, brand stories, creative briefs, and go-to-market plans that enhanced and clarified the brand of clients.

# Zhonghao Zhang

Research Analyst

## Education

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The George Washington University - B.B.A. (August 2010 – May 2014)  
Dual Concentrations in Marketing and International Business  
Double Minors in German and Psychology

## Skills

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- Research Planning
- Workshop Facilitation
- Stakeholder Interviews
- Survey Writing
- Data Analysis
- Presenting
- Data Visualization
- Presentation Design
- Graphic Design
- Photoshop
- InDesign
- Microsoft Office

# Section 2

## Project Management & Timeline

### 2.1 Project Plan

#### **Project Management**

TVA's commitment to equity means we do project management a bit differently. We staff projects with a skilled Project Manager who tracks, guides and delegates work to our internal team and serves as the point of contact for you and clients. Our bench is stacked with experts - in design, media, outreach and ESJ work - and those folks are tapped in to support the project and team. This means you'll see multiple staff contributing to the work. As a community of experts, we bring value through collaboration and equity in consulting. Project Management begins with our client relations process and the tools to ensure projects are tracked, milestones are obtained, and clients are well informed throughout the project. In addition to a client kick-off meeting (described below) our team also supports clients with the following:

- › Invoicing and budget management.
- › Client check-ins ranging from weekly or bi-weekly depending on project requirements.
- › Primary point of contact.
- › Project and task management.
- › Time tracking

#### **Kick Off Meeting**

We will meet with your entire team to hear details around goals, initiatives, milestones, and helpful background information, so we are all aligned around the same goals and expectations.

#### **Discovery**

At TVA, we utilize human-centric design principles to ground each project around your priority constituents or customers: their needs, concerns, ideas, and perceptions. We start every project with a robust discovery process and use qualitative interviews and/or qualitative surveys along with existing market research, to aid creative and strategy decisions.

#### **Strategy & Creative Briefs**

A communications and marketing strategy will be developed using information from the Discovery phase. The strategy will identify the messaging and distribution methods to support key campaign goals. TVA will lead the overall Campaign Strategy and Messaging to engage the all audiences based on Discovery findings and in collaboration with AGO. We will identify and utilize a variety of tactics to reach the intended audiences and priority segments. Our

team will create campaign messaging that resonates with the selected audiences and addresses the primary barriers and motivators identified in the audience research. TVA will also identify stories that will give the media campaign a defined, unique identity and relatable tone. We will have one initial meeting with the agency team to review the draft strategy plus creative and campaign briefs. Follow-up drafts can be finalized via email if all decision-makers provide comments on the initial drafts.

With approval of the Campaign creative brief, TVA will develop three campaign concepts. Each concept will include at least one advertising application. TVA will meet with the Agency to present the concepts where one concept will be chosen for further refinement. The final concept will be used to create all campaign assets.

### **Transcreation**

All assets are first created in English – this provides us all the opportunity to engage in a round of edits for refinement. Once the English asset is approved, it will move to transcreation. We have found that this process is the most efficient use of budget. Our team will transcreate to the languages outlined in the RFP, and employ our strong double-review QA/QC practices to ensure respect through accuracy.

### **Disseminating Materials Across Washington**

A well-orchestrated campaign is set-up for success from the beginning and monitored for effectiveness and impact. Specific tactics will be determined in the Strategy, some that have been successful on similar campaigns include:

- › **Broadcast:** in-language or subtitles TV/CTV, radio, and video to ensure viewership and distribution.
- › **Digital:** Programmatic digital ads allow for massive amounts of guaranteed impressions that are highly targetable by language, location, interests, and more.
- › **Media:** Not all communities are equally served by mainstream media. Our team will ensure that resources are invested with purpose into multicultural and local media.
- › **Social:** Social media accounts and content for applications like Instagram, Snapchat, Discord, TikTok, Facebook, and YouTube
- › **Website Content:** Providing a seamless experience for users who click through for more information participation.
- › **Printed Materials:** Signage, collateral, presentation materials, etc.
- › **CBO Partnerships:** We will leverage our relationships with Community Based organizations throughout WA state to engage with those they serve.

### **Media Engagement**

The Vida Agency has many longstanding contacts with local, regional and multicultural media outlets to effectively place media buys direct to publications. Our team leverages these relationships to obtain added value, ensuring that the creative design is culturally appropriate with translated and transcreated ad copy.

We will place creative ads in local, regional, national, and niche publications based on campaign goals and priority audiences. Our team will identify key zip codes

and neighborhoods to target to ensure the identified audiences are exposed to campaign messaging and incentives. We can also target audiences by age, gender, language, location, interests, life stages, and more. Digital marketing will be used to enhance the engagement and expand on social media ads/engagement and traditional media platforms such as TV, radio, and print ads. The Vida Agency has built longstanding relationships with both mainstream and multicultural media outlets throughout Washington State and the Puget Sound. All are trusted resources for a diverse range of communities including those who speak Spanish, Chinese, Korean, Arabic, Vietnamese, and Russian among others. TVA will raise awareness via targeted paid ad campaigns and through earned media outreach efforts to targeted broadcast, print, and online outlets as appropriate.

## **Web Development**

Our web building process is designed to guarantee that your website not only meet project objectives but resonates with your priority audiences, resulting in a seamless and effective online presence. We begin by meeting with the internal project team to understand audience and site needs, technical requirements, web analytics, content management, and more.

### ***Site Architecture***

Before design and content can be developed the site's architecture needs to be defined. This is done by creating a sitemap that maps out all navigation and pages based on the information discovered during the requirements and analysis phase.

### ***Design***

Our team will then translates the sitemap into page designs, with close collaboration between designers, developers, and AGO team members throughout the process. Designers may also create wireframes to test functionality before finalizing the design. Our website design takes into account a comprehensive understanding of our audience, client objectives, user needs, and adherence to branding guidelines. We ensure that the design is responsive, catering to mobile phones, tablets, and desktops. Moreover, our commitment to accessibility means designing the website to meet WCAG AA standards, unless the client specifies otherwise.

### ***Content Development***

Content development is the result of a collaboration between TVA's project team and the client. Note: Content development and website design can influence each other so it is important to coordinate these efforts together

### ***Construction***

The web developer constructs the website with support from designers, who can furnish site assets, and the project manager who can field questions about content, client intention, budget, and schedule.

### ***Testing***

Before launching the website, site functionality and appearance should be tested on multiple devices and browsers. The project manager and client should also test from their own desktops and phones as a final review.



## **Reporting & Analytics**

Leveraging Qualtric's world-class capabilities, we'll develop a reporting dashboard tool to visualize and provide transparency around the impact of the campaign. The dashboard will become available to your team shortly after the launch of engagement, and allow us to collaboratively evaluate impact as the project progresses, rather than simply at the end. By evaluating our progress as we go, we'll be able to adjust and pivot tactics as needed to ensure priority communities are being served.

We can use evaluation methods such as embedded website URL tracking codes in ads to gauge effectiveness and reach. We anticipate this work to include:

### ***Dashboard Data Mapping***

- › Working session with all data-holders to identify relevant metrics, formats, and leads.
- › Map data to be incorporated into Qualtrics dashboard.

### ***Dashboard Development***

- › Once our research tools are live, we'll build out the reporting dashboard and visualize key datapoints.
- › Reporting form for completion by all data leads.

### ***Dashboard Reporting***

- › We'll disseminate the dashboard to all key staff and project collaborators to ensure we have the information we need to evaluate the project as it progresses through each phase.
- › In check-ins, we'll review the dashboard and discuss any adjustments or pivots to ensure the priority audience is being served.

### ***Progress Reports***

On a cadence to be determined, we'll share the dashboard as part of a report detailing:

- › Engagement activities.
- › Detailed description of received feedback

### ***Final Report***

At the conclusion of the project, we'll submit a final report with a narrative section describing the successes, challenges, and areas of opportunity for the project. The final report will include:

- › A numerical section detailing the marketing campaign reach by tactic.
- › Successes, challenges, and outcomes of engagement strategies.
- › Outcomes of the impact evaluation.

## 2.1 Timeline

### **FEBRUARY 2024**

#### **Key Metric & Milestone**

#### **Deliverables**

Kick off Meeting

Discovery

Straw Personas, Creative Brief

Discovery 2

Media Brief

### **MARCH 2024**

Brand Development

Brand concepts

Youth Input

Youth Input Summary

### **APRIL 2024**

Finalize Brand

Branding guide, Visual identity assets

Website kick-off

### **MAY 2024**

Website architecture

Site map

Website design

Design concepts

Marketing Planning

Draft marketing and digital media plan

Multimedia Toolkit

Draft print materials

### **JUNE 2024**

Website Youth input

Youth Input Summary

Website concept final

Website design, content, assets

Website development

URL purchase

Marketing

Final marketing and digital media plan

Multimedia Toolkit Planning

Final print materials, Draft post and story content, Microvideos outlines

### **JULY 2024**

Website development

Beta website, Updated website

Multimedia toolkit

Final post and story content, Microvideo production, Any remaining digital assets

### **AUGUST 2024**

Website development

Website Final, transfer to AGO

Campaign Launch

Digital and Paid Social

## 2.2 Youth Participation

Last year, TVA had the privilege of developing a research and survey campaign to gather youth feedback on a new Washington State Youth Tip-Line, now the HearMeWA Program. For the first phase of this project, we launched two online surveys and a statewide digital campaign with a focus on youth representing marginalized and minority communities. Based on our previous efforts, we have identified key areas with high youth and BIPOC populations, ranging from rural to urban settings, including King, Pierce, Yakima, Okanogan, Franklin, and Clark Counties. Our past research efforts have shown significant engagement from King, Pierce, Snohomish, Thurston, Spokane, and Clark Counties, which collectively house approximately 70% of Washington's population. We intend to build upon these successes while working collaboratively with the AGO Youth Program Team.

TVA will leverage relationships we have with community-based organizations throughout Washington State, as well as collaborate with AGO Youth Program and the 915 youth and youth serving organizations it has reached in the last two year. We will supply organizations and community leaders with marketing materials, key messaging, and tools to help raise awareness. This is a successful strategy and tactic we have executed on numerous projects that has been proven to be a key engagement piece especially in BIPOC communities.

In our campaign with the City of Seattle Human Services Department, we created a Coalition made up of community organizations already serving BIPoC communities and they were an essential part of the implementation strategy. TVA led a bilingual public awareness campaign to reach Black, Latinx, and low-income youth. The Coalition helped connect with and elicit feedback, data and the important stories from youth. From there we were able to create campaign imagery and messaging that was preferable to youth. In this case, positive messaging rather than shaming along with an urban imagery. Our community and ethnic media outlets, as well as local influencers, amplified the campaign through trusted sources within Seattle's Black and Brown communities. We were able to receive more than 500 survey responses, nearly 5.9 million impressions, and 14,000 clicks. Most importantly, more than 30% of the youth engaged reported "thinking twice" about they drink for thirst.



## 2.3 Using an antiracist, trauma-informed, and youth-centered lens

At The Vida Agency, our approach to every project is deeply rooted in an unwavering commitment to equity and inclusion. We approach our work through a lens that prioritizes the needs of the project, which in this case means focusing on principles of antiracism, trauma-informed practices, and a youth-centered perspective. Our dedication to these values serves as the foundation of our expertise, setting us apart as a trusted partner in driving positive change.

Our pursuit of racial, social, and environmental equity for underrepresented and disproportionately impacted communities drives our mission. We offer fresh perspectives to broadening possibilities and provide actionable insights to introduce transformative systems that pave the way for a more equitable future. Our commitment to diversity, equity, inclusion, and antiracism is not just a commitment but a core advantage of collaborating with TVA. One key aspect of our expertise lies in our unwavering dedication to centering the audience in all our endeavors. Drawing from our extensive experience in youth-focused initiatives like Lydig Discovery, Find Your Freedom, and the previously mentioned Be Ready Be Hydrated, we work in collaboration with programs like Creative Justice to ensure that our strategies are not only informed but also compassionate and trauma-sensitive, ultimately contributing to meaningful change in our communities.

Lydig Discovery and Find Your Freedom are prime examples of our youth-centered approach. In both projects, we worked collaboratively with youth to ensure the end results were effective and engaging with the intended audience: youth. In the case of Lydig Career Discovery, we held a focus group with high school students to share career priorities, perceptions of the construction industry, and desired website content; after which we followed up with a survey for logo, content, and visuals feedback. Find Your Freedom is a bilingual campaign created to promote the Youth ORCA Card program to Gen Z students and parents. We partnered with HopeLink to gain insights from multicultural youth to develop messaging that reach and resonated with them as the audience. The campaign featured 30-second and 15-second commercials in both Spanish and English, along with print and digital advertisements, transit ads, and marketing collateral for school and community outreach.

Our commitment to trauma-informed practices is exemplified by our partnership with Creative Justice, an organization dedicated to empowering court and systems-impacted youth and young adults. Through art, mentorship, skill-building, and personal development opportunities, Creative Justice equips youth with the tools and confidence to become leaders in their community and the workplace. By providing a platform for young people to express their thoughts, experiences, and aspirations, the organization acknowledges the profound impact their perspectives can have on creating a more just and equitable community. With their insight and experience with impacted youth and young adults, we can ensure all messaging and efforts are viewed from a trauma informed lens.

Their support ensures that their voices are heard, their experiences are acknowledged, and their aspirations are realized, all while contributing to a more just and equitable community. We recognize the profound impact the perspectives of young people can have in catalyzing community transformation, and we stand firmly by our commitment to trauma-informed, antiracist, and youth-centered practices in all our endeavors.

## 2.3 Compliance with ADA criteria

Compliance with the Americans with Disabilities Act (ADA) criteria is a critical aspect of ensuring that all individuals, regardless of their abilities or disabilities, have equal access to information, services, and technology. This commitment to accessibility extends to various facets of the ADA, including provisions for individuals with visual impairments and those who are deaf or hard of hearing.

The ADA places specific responsibilities on title II entities (State and local governments) and title III entities (businesses and nonprofit organizations that serve the public) to communicate effectively with people who have communication disabilities. The overarching goal is to ensure that communication with individuals with these disabilities is as effective as communication with those without disabilities. To achieve this, several measures can be implemented.

**Translators and Interpreters:** These professionals play a crucial role in facilitating effective communication between individuals with communication disabilities and staff. They ensure that information is accurately conveyed, whether it be through sign language interpreters, written translation services, or other means as necessary.

**Website Accessibility:** Any website creation should adhere to the Web Content Accessibility Guidelines (WCAG) AA standard and any specifications and standards AGO has set for themselves. Accessibility elements can include:

**Alt Text for Images:** Providing alternative text (alt text) for images is a fundamental aspect of web accessibility. This feature allows screen readers to describe images to individuals who are blind or visually impaired. By including descriptive alt text, we ensure that everyone can access and understand the content on our websites, regardless of their visual capabilities.

**High-Contrast Colors:** Color contrast is crucial for individuals with visual impairments, as well as those with certain cognitive disabilities. We take care to ensure that our web designs incorporate high-contrast color schemes, making it easier for users to distinguish content, text, and interactive elements. While we are committed to adhering to accessibility standards, we also understand that some clients may have their own specific color requirements. In such cases, we work closely with clients to strike a balance between their branding preferences and the need for accessibility. However, we will always prioritize accessibility to the extent possible, even when accommodating client-specific colors.

We strive to create an inclusive environment where everyone can access our information, services, and technology with ease. By providing interpreters, adhering to web accessibility standards, and ensuring high-contrast design, we aim to meet the needs of all individuals, irrespective of their abilities or disabilities.

## 2.5 Language Access

With our partner Andromeda, TVA has extensive experience creating messaging, materials and advertisements that effectively and respectfully engage people in their native language. We have created and executed a variety of successful multilingual campaigns for the City of Seattle, King County and Washington State.

Andromeda is a minority family-owned business established in 2014. Their goal is to provide quality interpretation and translations to the community in Washington state through local interpreters who can call Washington their home and understand the needs of the community. They meet this goal by providing interpretation and translations in over 20 languages. In the last six years, TVA and Andromeda have forged a dynamic partnership built on trust, expertise, and shared goals. Our combined efforts have consistently delivered exceptional results, driven by a commitment to excellence and a deep understanding of our clients' needs. Together, we have navigated diverse projects, harnessed the strengths of our team, and maintained a steadfast focus on equity and inclusion.

We do not believe in simply translating text word for word but choose to transcreate messages and key information ensuring the meaning is captured and better understood by the intended audience. Our expertise is outlined below:

**Transcreation Expertise:** We understand the nuances of cultural competence, working with diverse and traditionally underserved communities. Our team has the lived and professional experience to create messaging, materials and advertisements that effectively and respectfully engage people in their native language.

**Language Capabilities:** We provide the ability to adapt messages and materials into 20+ languages and employs strong double-review QAQC practices to ensure respect through accuracy. We consider the language needs of rate payers across the region and push to ensure that information is equally available to all with ease.

### Spoken and Written Language Requirements

Andromeda can provide spoken and written language services for:

- |              |                   |                 |
|--------------|-------------------|-----------------|
| › Spanish    | › Korean          | › German        |
| › Russian    | › Nepali          | › Farsi         |
| › Ukrainian  | › Hindi           | › <b>Dari</b>   |
| › Mandarin   | › Urdu            | › Khmer         |
| › Taiwanese  | › <b>Japanese</b> | › Samoan        |
| › Cantonese  | › Tagalog         | › Thai          |
| › Arabic     | › Ilocano         | › <b>Somali</b> |
| › Vietnamese | › French          |                 |

*\*Bold indicates requested languages from RFP*

While Andromeda may not currently support Punjabi, Cambodia, Amharic, Marshallese, or Samoan they can source this expertise when needed to qualified and reputable connections.

## **Qualified Interpreters and Translators**

Andromeda provides a roster of language professionals that meet the Attorney General's qualifications. They are fluent in English, understand confidentiality and HIPAA guidelines and other related privacy regulations, maintain professional certifications, and are legally authorized to work in the U.S.

## **2.6 Data Privacy**

TVA, uses a suite of cloud-based and secure software that have been invaluable as our team's and clients' needs have changed in recent years. All systems support visibility, real-time updates and virtual collaboration for efficiency, accuracy, and creativity. Only TVA staff have access to client files and access can be limited on mobile devices when necessary. We do not share client information with third parties. We utilize Microsoft Teams and the entire Suite to communicate and store important documents and forms. Our standard practice is to align with our clients preferred method of collaboration and document sharing during our kick-off meeting. This ensures alignment and adhering to client best practices for security in addition to our own policy.

TVA agrees that the confidentiality, integrity, and availability of our computer systems will remain top priority for this project. The TVA staff work within a hybrid model meaning staff have the option to work from home and/or travel to the office for client projects. All TVA staff are already under a Non-Disclosure Agreement. Should additional commitment to processes and procedures be part of this work, staff will be required to agree to additional policies.

In addition, TVA uses a secure network in our office locations and open Wi-Fi connections are not permitted. It is company policy that personal devices are not connected to the network that supports and secures our work. TVA's IT department will ensure compliance of ESD requests and identify solutions for areas that need to be addressed.

## ATTACHMENT H – COST PROPOSAL

**Milestone Table / Total Project Cost:** This table is intended to capture project milestones and associated deliverables and costs.

Bidder must identify all project management and implementation services. Proposed costs will be evaluated as the all-inclusive total price. Milestone payments must be in increments consistent with 10% holdback amounts. The final milestone and subsequent holdback amount will be paid upon acceptance of system go-live.

Instructions: List the Milestones from your proposed Program Management Plan including associated REQ ID's from Attachment G., *Associated Deliverable(s)*, and *Associated Cost* for each *Milestone*. You may add rows to this table as needed. If **any columns are left blank for any listed milestones, Bidder may be considered nonresponsive.**

Milestone	Project Phase	Associated Deliverable(s)	Associated Cost
Discovery 1 & 2	2024	Brand kick-off meeting Straw Personas Creative Brief Media Brief <i>*Cost includes Account Step Up*</i>	\$16,500
Brand Development	2024	Brand concepts Youth Survey & Input Summary Branding guide Visual identity assets <i>*Cost includes Stipends*</i>	\$65,000
Website Architecture	2024	Website kick-off Site map	\$5,500
Website Design	2024	Draft design concepts Youth Input Summary Final concept: <i>design, content and assets</i>	\$20,000
Website Development	2024	Beta website Updated website Website final transferred to AGO <i>*Cost includes Technology Fee*</i>	\$50,000
Marketing Plan	2024	Draft marketing and digital media plan Final marketing and digital media plan	\$19,000
Multimedia Toolkit Planning	2024	Draft print materials Final print materials Draft post and story content Microvideos outlines	\$55,000
Multimedia toolkit	2024	Final post and story content Microvideo production Any remaining digital assets	\$80,000
Campaign Launch	2024	Digital and Paid Social	\$75,500
<b>Total Project Cost</b>			<b>\$389,800</b>





**One-Time Cost Table:** This table is intended to capture all one-time costs associated with the proposed solution (e.g. account setup fees). **Only Costs identified in the table below will be allowed under this contract.**

**Instructions:** List all one-time costs associated with the proposed solution in the Program Management Plan including associated REQ ID's from Attachment G. You may add rows to this table as needed.

One-Time Cost Description	Cost
Account Set Up	\$2,500
Technology Fee	\$800
	\$ -
	\$ -
<b>Total One-time Costs</b>	<b>\$3,300</b>

**Recurring Costs:** This table is intended to capture any recurring costs associated with the proposed solution such as monthly hosting fees, ongoing maintenance, or other recurring charges. The annual percentage increase will be used to determine the potential increase in cost to these services over time. **Only Costs identified in the table below will be allowed under this contract.**

**Instructions:** List each recurring cost associated with the solution and if applicable, the forecasted annual increase of these costs from the proposed Program Management Plan including associated REQ ID's from Attachment G. You may add lines to the table as needed.

Recurring Cost Description	Annual Cost	% Annual Increase
Campaign Management	\$42,000	0%
Website Maintenance	\$12,000	0%
Reporting	\$5,000	0%
<b>Total Annual Cost:</b>	<b>\$59,000</b>	

**Discount Table:** This table is intended to identify any discounts Bidder may wish to offer. Applicable discounts may be considered as part of the cost evaluation.

**Instructions:**

List all discounts applicable to this project. Please indicate if the discount is a dollar amount or a percentage applied to the project or service within the project.

Discount Description	Total	Percentage
Government rates will be used for this project which provides a 20% discount from Market Rates	\$ -	20%
	\$ -	
	\$ -	
<b>Total Discount</b>	<b>\$ -</b>	



**Hourly Rate(s) Table:** This table is intended to identify any hourly rates that Bidder intends to charge in the performance of services outside of the Milestones, and the associated hours potentially needed to accomplish those tasks. The annual percentage increase will be used to determine the potential increase in cost to these services over time. *Only Hourly Rates identified in the table below will be allowed under this contract.*

**Instructions:**

List all hourly rates applicable to this project. Please indicate if the rates will be by position, or by the specific task type being accomplished within the project.

Hourly Task Description	Hourly Rate	Estimated Hours	% Annual Increase
Founder & President	\$240.00	30	2%
Vice President	\$220.00	60	2%
Director (Creative, Media, ESJ)	\$200.00	420	2%
Sr. Project Manager	\$175.00	375	2%
Project Manager	\$155.00	225	2%
Specialist (Head writer, Research Analyst, Art Director, Media)	\$120.00	175	2%
Web Developer	\$210.00	130	2%
Graphic Designer	\$95.00	175	2%
Billing and Account Receivable Specialist	\$95.00	50	2%
Intern	\$44.00	0	2%
<b>Total Hourly Costs &amp; Hours</b>		1640	



EXHIBIT D



**STATE OF WASHINGTON  
OFFICE OF THE ATTORNEY GENERAL  
OLYMPIA, WASHINGTON**

**REQUEST FOR PROPOSAL**

*HearMeWA Program Branding, Marketing, and Website Creation*

**RFP NO. #23-01**

**PROPOSAL DUE DATE: **October 9th, 2023** at 5:00 PM PST**

**Prepared By:**

**Office of the Attorney General  
7141 Cleanwater Drive SW  
PO Box 40107  
Olympia, WA 98504-0107  
Email: [Contracts@atg.wa.gov](mailto:Contracts@atg.wa.gov)**



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## SECTION 1 – INTRODUCTION

### 1.1 AGENCY BACKGROUND

The Washington State Office of the Attorney General (AGO) is an independent constitutional office, and legal counsel to the State of Washington. Its mission is to provide excellent, independent, and ethical legal services to the State of Washington and protect the rights of its people. The AGO is comprised of more than 1600 attorneys and professional staff who work in 27 separate legal divisions located in twelve different cities across the State, and who provide legal services to more than 230 state agencies, boards and commissions.

### 1.2 PROJECT BACKGROUND

In 2021, the Washington State Legislature directed the AGO to implement a statewide tipline program to receive and respond to tips from the public regarding risks or potential risks to the safety or well-being of youth. The Legislature defined risks to safety or well-being to include harm or threats of harm to self or others, sexual abuse, assault, rape, bullying or cyberbullying, substance use, and criminal acts. The Legislature required the AGO to convene a Tipline Advisory Committee during the development and implementation of the program. The AGO hired a team for this work in September 2021. See Attachment A for the program’s annual report, which details the work of the team to date. Between April and June 2023, the AGO worked with a vendor to survey youth on potential program names as an alternative to the use of the term tipline. The program will be called HearMeWA.

HearMeWA (yet to be launched) will:

- Receive tips through a mobile application, voice calling, text messaging, and the program website;
- Be made available for all youth in WA ages 0-25, 24-hours a day, seven days a week, 365 days a year;
- Collaborate with relevant service providers to provide a connection to intervention services (behavioral health, schools, post-secondary institutions, public safety); and
- Include youth perspectives through the planning and implementation of the program.

The overarching goal of HearMeWA is two-fold:

- 1) To provide a safe and trusted youth-focused resource line for early intervention for, and in response to youth who may have safety or well-being concerns about themselves or others.
- 2) To connect youth to needed services, support, and other resources. In addition, the referral and response framework aims to defer youth from the criminal justice system and into systems of support that are inclusive and respectful of all youths’ needs.

Between July and October 2022, the AGO launched two online surveys to gain input from youth on key features of the Washington Youth Safety and Well-being Tipline including a youth vision for the program, branding, and marketing. The surveys had 1,202 respondents, and they provided input on topics such as a youth journey map, user interface design elements, understanding of safety and well-being, program name, and recommendations on engagement methods and branding. See Attachment B for a full report of the survey findings. To incentivize participation, youth who shared their contact information were eligible for a \$15 gift card. A follow-up survey launched between April and June 2023 to conduct research and name testing with youth for the program name, HearMeWA.

### 1.3 PROJECT VISION

The AGO’s vision for HearMeWA is to build a holistic program that meets safety and behavioral health needs by linking youth to existing systems of support. This vision includes the development of branding for the program that takes into account the feedback the AGO has collected from youth in addition to co-designing and market testing branding and marketing with youth.



The AGO strives for the program to be antiracist, trauma-informed, and youth-centered (see definitions in section 1.5).

## 1.4 CURRENT STATE

Much of the planning for this project has occurred through the existing Youth Safety and Well-being Tipline Advisory Committee as directed by the Legislature. The Committee includes members representing health, behavioral health, public safety, law enforcement, school districts, education leadership, legal aid, and child protective services. The purpose of the committee is to advise the AGO as it develops processes for risk and threat assessment, referral and follow-up, data retention, and confidentiality. Advisory committee members routinely provide feedback from the perspectives of their respective constituencies. The Committee's work consists of the development of a systems inventory, creation of tip urgency levels and tip categories, development of a tip triage flowchart, creation of a tip category glossary, development of a policy and procedure manual for the vendor, and development of a best practices toolkit for tip responders. The products created with the Committee informed the development of the AGO's Request for Proposals (RFP) for a vendor to develop a technology solution and call center to implement the recommendations from the Committee. The timeline for that RFP included the selection of the Apparent Successful Bidder in May 2023; and the contract negotiations are currently underway. Once executed, the vendor will launch the program within approximately 3-6 months.

Since November 2021, the AGO Youth Program Team has conducted outreach to 915 youth and/or youth-serving organizations. The AGO Youth Program Team will continue conducting outreach with an extensive list of contacts to inform them on the plan for the launch of the program. These contacts include a wide range of community-based organizations that provide services to youth across the state. The Team's outreach and engagement strategy includes ongoing meetings with stakeholders where they share program updates, gather feedback, and later incorporate input into the program.

In addition to collecting youth's input via surveys, the AGO Youth Outreach & Engagement Team does a significant amount of outreach to youth representing historically excluded communities. This includes communicating with youth about the program and collecting their feedback. Additionally, the AGO Youth Outreach & Engagement Team is using a Human-Centered Design model to gather recommendations from youth on creating a shared-power model where their input concerning the program's development and implementation is incorporated into the program. We envision that much of the input from this process could be used when developing branding and marketing for the program.

The AGO has an evaluation plan for the program, which includes metrics for the technology solution and call center as well as the outreach and engagement work of the AGO, the efficacy of the Committee, and the continuous improvement efforts that are informed by program staff, youth, families, and the Committee. This evaluation will also include metrics for determining the efficacy of branding, marketing, and other communication tools developed from this RFP.

## 1.5 DEFINITIONS

***Any terms not defined within this RFP, or the attached Sample Contract, can be found defined within this section. Terms are defined pursuant to the program.***

***AGO*** – The Washington State Office of the Attorney General, the office of the state of Washington that is issuing this RFP.

***Antiracism*** – Antiracism is a commitment to the learning and unlearning required to locate problems, concerns, and policies that promote racism and doing one's best to eradicate and/or change them. The Youth Program Team is committed to recognizing, addressing, and eradicating all forms of racism within the scope of their work. The Youth Program Team acknowledges that racism and discrimination are embedded into organizational structures,



policies, and systems, and that we must, at all times, utilize an antiracist lens to identify practices that perpetuate white supremacy and discrimination.

**Apparent Successful Bidder (ASB)** – A bidder or bidders who is/are recommended for Award after evaluation of Responses, and may execute a resulting contract with the AGO pursuant to this competitive solicitation.

**Award** – AGO’s acceptance of a Bidder’s offer to enter into a Contract.

**Bidder** – Individual, company, organization, public or private agency, or other entity submitting a proposal/response in order to attain a contract with the AGO.

**Bidder Pool** – Bidders who have been vetted and selected through a competitive qualification process.

**Categories of Data –**

*Category 1 - Public Information*

Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

*Category 2 - Sensitive Information*

Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

*Category 3 - Confidential Information*

Confidential information is information that is specifically protected from either release or disclosure by law. This includes, but is not limited to:

- a.) Personal information as defined in [RCW 42.56.590](#) and [RCW 19.255.10](#).
- b.) Information about public employees as defined in [RCW 42.56.250](#).
- c.) Lists of individuals for commercial purposes as defined in [RCW 42.56.070](#).
- d.) Information about the infrastructure and security of computer and telecommunication networks as defined in [RCW 42.56.420](#).

*Category 4 - Confidential Information Requiring Special Handling*

Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

- a.) Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements; or
- b.) Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

**Contract** - The document formalizing the agreement between the parties pursuant to this RFP together with all incorporated schedules and exhibits, including the RFP, the Response, all Services requests or Statements of Work, and all Amendments.

**Contractor** - ASB who the AGO has entered into a contract with following the ASB announcement and any necessary contract negotiations.

**Effective Date** – The date a Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to the Contract.

**Encryption** – A procedure rendering the contents of a message or file unintelligible to anyone not authorized to read it.





**Letter of Interest** – A letter created by the Bidder to address the items in the Letter of Interest section to include a statement of understanding & compliance.

**Minority-Owned Business** – Limited to firms certified by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE) as a minority-owned business (MBE). See; [RCW 39.19.120](#) and [WAC 326-20](#).

**Multi-factor Authentication (MFA)** – An authentication method where the user is granted access after successfully providing two or more verification factors to gain access; such as a username and password, pin from phone, or fingerprint verified.

**National Institute of Standards and Technology (NIST)** – A federal technology agency that works with industry to develop and apply technology measurements and standards.

**Office of the Chief Information Officer (OCIO)** – Sets information technology (IT) policy and direction for the State of Washington.

**State Office of Cybersecurity (OCS)** – WaTech's State Office of Cybersecurity (OCS) provides strategic direction for cybersecurity and protects the state government network from growing cyber threats.

**Proposal/Response** – The formal offer submitted in response to this solicitation.

**RCW or the Revised Code of Washington** – The Revised Code of Washington. All references to RCW chapters or sections shall include any successor, amendment, or replacement statute.

**Request for Proposal (RFP)** – A formal procurement document in which a service or need is identified and skills and expertise are being sought to deliver the service or meet the need. The purpose of an RFP is to solicit from the Bidder or consultant community to propose the qualified Bidder(s) and associated pricing/costs to provide the service and/or meet the identified need.

**RFP Coordinator** – The AGO named solicitation Coordinator, or designee, employed by the AGO, and the individual responsible for conducting this RFP.

**Roll Based Access Control (RBAC)** – An access control method that assigns permissions to end-users based on their role within an organization.

**Safety & Wellbeing** – Is the overall sense of security and satisfaction with one’s life. It includes all of one’s different perceptions and feelings about the world and how one fits into it (such as a sense of security and happiness) as well as social attributes (such as getting one’s basic needs met).

**Services** – Those services provided relating to services identified herein and any related services that are appropriate to the Contract’s Scope of Work.

**Scope of Work** – A detailed, written description of the conceptual requirements for the project contained within a competitive solicitation document.

**Statement of Work (SOW)** – The response from the Bidder outlining specifically how they propose to complete the work as outlined in the scope of work.

**State Government Network (SGN)** – The standard IP-based network managed by WaTech, used by state agencies to connect separate locations within and among those agencies.

**Subcontractor** – One not in the employment of Contractor, who is performing all or part of the business activities under the Contract under a separate contract with Contractor.



**Trauma-Informed** – The HearMeWA program strives to be trauma informed by acknowledging that every individual may have experienced trauma in their lives and being mindful to avoid re-traumatizing youth. Trauma can be experienced on an individual and collective level both consciously and unconsciously. Trauma has no boundaries in regards to age, gender, socio-economic status, race, ethnicity, geography, or sexual orientation.

**Veteran-Owned Business** – Limited to firms certified by the Washington State Department of Veterans Affairs (WDVA) as a Certified Veteran-Owned Business. See; [RCW 43.60A.010\(7\)](#) & [RCW 43.60A.190](#). Such firms must meet four requirements:

1. **51% Ownership.** The firm must be at least fifty-one percent (51%) owned and controlled by:
  - (a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in [RCW 41.04.007](#);
  - (b) A person who is in receipt of disability compensation or pension from the Department of Veterans Affairs; or
  - (c) An active or reserve member in any branch of the armed forces of the United States, including the National Guard, Coast Guard, and Armed Forces Reserves.
2. **Washington Incorporation/Location.** The firm must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.
3. **WEBS Certification.** The firm must have certified its Veteran-Owned Business status in Washington’s Electronic Business Solution ([WEBS](#)).
4. **WDVA Certification.** The firm must have provided certification documentation to the WDVA and be certified by WDVA and listed as such on WDVA’s website ([WDVA – Veteran-Owned Businesses](#)).

**Washington Administrative Code (WAC)** – The regulations of the Washington State executive branch agencies issued by authority of statutes. Like legislation and the Constitution, regulations are a source of primary law in Washington State. All references to WAC chapters or sections shall include any successor, amended, or replacement regulation.

**Washington Small Business** – See; [RCW 39.26.010\(22\)](#) & [.010\(13\)](#). Limited to firms that meet the following three (3) requirements:

1. **Location.** The firm’s principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm’s headquarters where business decisions are made and the location for the firm’s books and records as well as the firm’s senior management personnel.
2. **Size.** The firm must be owned and operated independently from all other businesses and have either:
  - (a) fifty (50) or fewer employees; or
  - (b) gross revenue of less than seven million dollars (\$7,000,000) annually as reported on the firm’s federal income tax return or its return filed with the Washington State Department of Revenue (WDOR) over the previous three consecutive years.
3. **WEBS Certification.** Bidder must have certified its Washington Small Business status in Washington’s Electronic Business Solution ([WEBS](#)).

Washington Small Business also includes, Minibusinesses and Microbusinesses. Such firms must have a small ‘size’ requirement:

- **Minibusiness Size Requirement:** The firm must be owned and operated independently from all other businesses and have a gross revenue of at least one million dollars (\$1,000,000) but less than three million dollars (\$3,000,000) annually as reported on the firm’s federal income tax return or its return filed with the WDOR. See; [RCW 39.26.010\(17\)](#).



- *Microbusiness Size Requirement:* The firm must be owned and operated independently from all other businesses and has a gross revenue of less than one million dollars (\$1,000,000) annually as reported on the firm’s federal income tax return or its return filed with the WDOR. *See;* [RCW 39.26.010\(16\)](#).

**Washington Technology Solutions (WaTech)** – The agency that provides technology leadership and services for government organizations across the state. WaTech customer groups include state and local government agencies, educational institutions, tribal governments, and qualifying nonprofit organizations. Also known as Consolidated Technology Services (CTS).

**WEBS or Washington’s Electronic Business Solution** – The Washington State Department of Enterprise Services’ (DES) on-line system that provides vendor registration and notification activities for governmental solicitations and procurements. WEBS provides vendors automatic email notification of new bidding opportunities, and is free to vendors and government organizations. The WEBS website is: <https://fortress.wa.gov/ga/webs/>.

**Woman-Owned Business** – Limited to firms certified by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE) as a woman-owned business (WBE). *See;* [RCW 39.19.120](#) and [WAC 326-20](#).

**Youth** – Any person or persons ages 0-25.

**Youth-centered** – Having youth actively participate in program planning, implementation, evaluation and focusing on what is important to youth now and acting upon this in alliance with their family, friends, stakeholders and other experts.

## 1.6 SOLICITATION PURPOSE AND OBJECTIVE

The purpose and objective of this Request for Proposal (RFP) and any resulting Contract(s) is to receive the competitive bids to evaluate and, as appropriate, award a Contract or Contracts for the AGO to procure goods and/or services to meet the requirement to develop a multimedia campaign to communicate with the public about HearMeWA.

The AGO expects to enter into one or more contracts for the development, production and distribution of public service announcements and paid advertising for, including but not limited to, music streaming services, video/steaming, multimedia and social media. Contractor(s) would be responsible for developing branding, a media campaign, and website design for youth audiences and adult audiences from start to finish, including market research, strategy, messaging, production and placement of Public Service Announcements (PSAs) and ads in appropriate media statewide, including appropriate ads targeting non-English speaking and rural and indigenous communities. All materials produced must be Americans with Disabilities Act (ADA) compliant.

The outcome of this RFP will result in branding, marketing, and website design for HearMeWA. The successful bidder should ensure that branding is easy for youth and adults to identify the program and build recognition and awareness on all program materials including print, media, and websites. This includes, but is not limited to:

1. Focus on how HearMeWA will define and help address a need
  - i. HearMeWA will be a statewide program available 24hrs/7days a week/365 days a year, and provide multiple ways for youth to report safety and well-being concerns
2. Establish that the program is credible
  - a. Share testimonials
  - b. Gain trust so other stakeholders feel comfortable promoting HearMeWA information
3. Gather endorsements from agencies/organizations who are doing similar work
4. Focus on the audience’s needs
  - a. Be able to anticipate questions and address them before they come up



- b. Be able to express that HearMeWA will be professional yet approachable (youth centered)

Pursuant to Washington’s Procurement Code for Goods and Services, [RCW 39.26](#) states agency purchases of goods and services must be based on a competitive solicitation process.

Any Contract(s) awarded as a result of this RFP will not be a guarantee that such service will be utilized, but will provide the AGO with access to specific resources as the need may arise.

## 1.7 SCOPE OF WORK

The desired solution(s) for the project will develop and execute branding design, a marketing campaign, and website design for HearMeWA that provides the following:

1. Development of program Brand that is co-designed with youth input
  - a. Youth input should be compensated at a rate consistent with guidance from the Washington State Office of Equity
2. Development of a program marketing campaign that includes ongoing management of social media accounts for this program, including, but not limited to:
  - a. Instagram
  - b. Snapchat
  - c. Discord
  - d. TikTok
  - e. Facebook
  - f. YouTube
3. Building a website design that the AGO will host and manage
  - a. Development must be in either Drupal or WordPress
4. Constant and consistent messaging across all platforms while promoting the campaign and modifying the material to maximize the impact of each channel. Contractor must propose a publishing schedule and content to be approved by the AGO and then adhere to the AGO approved publishing schedule and content for videos/posts/stories. Posts must recognize delegation with text info and image.
5. Multimedia Toolkit for the AGO to promote on its website that includes (at a minimum):
  - a. Marketing materials that will inform Washington youth and adults about HearMeWA both to those submitting tips and those who may be tip responders. This should include posts, stories, and microvideos the AGO can use and adapt for future use.
  - b. Short and meaningful instructional videos that will inform Washington youth and adults about how to submit tips.
  - c. Short and meaningful instructional videos that will inform Washington youth and adults on what to expect throughout the tip submittal process.
  - d. Best Practices for Government Social Media Pages
6. A digital marketing campaign that includes paid social ads.
7. All products that result from this RFP must be translated into the top 18 languages identified by the program (see Attachment G for more details).
8. Tracking metrics to understand the reach and impact of the messaging with youth and adult audiences from a wide geographic reach that represents Washington residents statewide. Including, but not limited to:
  - a. Follower growth over time



- b. Negative feedback rate
- c. Profile visits
- d. Reactions
- e. Overall engagement rate
- f. Clicks
- g. Reach
- h. Impressions
- i. Audience growth rate
- j. Engagement rate
- k. Amplification rate
- l. Virality rate
- m. Video views
- n. Video completion rate
- o. Comments
- p. Shares
- q. Saves
- r. Direct messages on social media apps

The AGO reserves right the utilize the ASB’s bid submission in drafting the final scope of work to be included in the contract, which scope of work may differ from the above, dependent upon the scope of services that have been bid by the ASB. In no way shall changes to the final contract’s scope of work be material and/or substantial changes to the scope of the RFP.

**1.8 CONTRACT TERM**

The term of any Contract resulting from this RFP is anticipated to run through June 30, 2025. Contractor performance shall be reviewed at approximately six (6) months to determine the need to extend the term of the Contract beyond the initial period. Amendments extending the term, if any, shall be at the sole discretion of the AGO.

**1.9 DOING BUSINESS WITH THE STATE OF WASHINGTON**

**1.9.1 WASHINGTON ELECTRONIC BUSINESS SOLUTION (WEBS)**

Notification of amendments and results of the solicitation will only be provided to those Bidders who have registered with WEBS and have downloaded the RFP from WEBS. Bidders accept full responsibility and liability for failing to receive any amendments resulting from their failure to register with WEBS and download the RFP from WEBS, and hold the State of Washington harmless from all claims of injury or loss resulting from such failure. Bidders are solely responsible for:

- A. Properly registering with the Department of Enterprise Services WEBS at: <https://des.wa.gov/services/contracting-purchasing/doing-business-state/webs-registration-search-tips>;
- B. Maintaining an accurate Bidder profile in WEBS; and
- C. Downloading the solicitation consisting of the RFP with all attachments, appendices, and all current and subsequent amendments to the solicitation.

**1.9.2 STATEWIDE VENDOR NUMBER REGISTRATION AND PAYMENT**

Bidders awarded contracts or SOWs as a result of this RFP will be required to register as a Statewide Vendor (SWV). The SWV file is a central vendor file maintained by the Office of Financial Management (OFM) for use by Washington State agencies in processing vendor payments. This allows vendors to receive payments from all participating state agencies by direct deposit, the State's preferred method of



payment. The Apparent Successful Bidder(s) is/are required to register as a Statewide Vendor; however, participation in direct deposit is optional. To obtain registration materials please visit: <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>.

### 1.9.3 SMALL & DIVERSE BUSINESSES

The AGO, in accordance with Washington law, encourages small and diverse businesses to compete for and participate in state procurements as contractors and as subcontractors to awarded Bidders. *See*; Chapter [39.19 RCW](#) (OMWBE certified businesses); [RCW 43.60A.010\(7\)](#) & [RCW 43.60A.190](#) (WDVA certified veteran-owned businesses); and [RCW 39.26.010\(22\)](#) & [.010\(13\)](#) (Washington small businesses).

- **OMWBE Certification.** Bidders may contact the Washington State Office of Minority and Women’s Business Enterprises (OMWBE) regarding information on Minority-Owned and Women-Owned certified firms, state and federal certification programs, or to become certified. OMWBE can be reached by telephone, 866-208-1064, or through their website at OMWBE. OMWBE-Certified firms may provide their certification information on **Attachment F – Bidder’s Profile**.
- **WDVA Certification.** Bidders may contact the Washington State Department of Veterans’ Affairs (WDVA) for information regarding Certified Veteran-Owned businesses or to become a Certified Veteran-Owned Business. The WDVA can be reached by telephone, (360) 725-2169, or through their website at WDVA. The qualification requirements to be a Certified Veteran-Owned Business are set forth in **Attachment E – Bidder’s Certification**.
- **Washington Small Business.** If you qualify as a Washington Small Business, identify yourself as such in WEBS. Call WEBS Customer Service at 360-902-7400. The qualification requirements to self-certify as a Washington Small Business are set forth in **Attachment E – Bidder’s Certification**.

### 1.9.4 ENVIRONMENTAL GOALS

In support of the state’s environmental goals, although not an award factor (unless otherwise specified herein), Bidders are encouraged to consider the following in responding to this RFP:

- A. Use of environmentally preferable goods and services, including post-consumer waste and recycled content.
- B. Products made or grown in Washington.

### 1.9.5 WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES

The AGO will apply the following Washington State procurement priorities and preferences to this RFP which, will impact the evaluation of bids for this RFP

- [Executive Order #18-03](#): **50 points**
- Washington Small Business: **50 points**
- Certified Veteran-Owned Business: **50 points**

## SECTION II – INFORMATION ABOUT THE PROCUREMENT

### 2.1 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

AGO also reserves the right to amend, cancel or reissue this solicitation in whole or in part. In the event it becomes necessary to revise any part of this RFP, amendments will be published on [WEBS](#). If there is any conflict between amendments, or between an amendment and the solicitation, whichever document was issued last in time shall be



controlling. **Only Bidders who have properly registered and downloaded the original solicitation directly via WEBS will receive notification of amendments and other pertinent correspondence.** Visit [WEBS](#) to register.

ESTIMATED SCHEDULE	
ITEM	DATE
Post Request for Proposal.	<b>08/25/2023</b>
<p>Pre-Bid Conference</p> <p>Join Zoom Meeting  <a href="https://atg-wa.zoom.us/j/86268132555?pwd=bGpEWHlucDlyQnhsVTdNYUpxa1BCQT09">https://atg-wa.zoom.us/j/86268132555?pwd=bGpEWHlucDlyQnhsVTdNYUpxa1BCQT09</a></p> <p>Meeting ID: 862 6813 2555            Passcode: 290035            One tap mobile            +12532158782,,86268132555# US (Tacoma)            +12532050468,,86268132555# US</p> <p>Dial by your location            +1 253 215 8782 US (Tacoma)            +1 253 205 0468 US            +1 669 444 9171 US            +1 669 900 6833 US (San Jose)            +1 719 359 4580 US            +1 346 248 7799 US (Houston)            +1 301 715 8592 US (Washington DC)            +1 305 224 1968 US            +1 309 205 3325 US            +1 312 626 6799 US (Chicago)            +1 360 209 5623 US            +1 386 347 5053 US            +1 507 473 4847 US            +1 564 217 2000 US            +1 646 931 3860 US            +1 689 278 1000 US            +1 929 436 2866 US (New York)            833 548 0282 US Toll-free            877 853 5257 US Toll-free            888 475 4499 US Toll-free            833 548 0276 US Toll-free</p> <p>Meeting ID: 862 6813 2555            Find your local number: <a href="https://atg-wa.zoom.us/u/kOr7BpZq">https://atg-wa.zoom.us/u/kOr7BpZq</a></p>	<b>09/13/2023 03:30 PM – 04:30 PM (Pacific Time)</b>
Question and Answer Period	<b>08/25/2023 – 09/29/2023</b>
Deadline for submitting Bids	<b>10/09/2023</b>
Anticipated Proposal Review	<b>10/10/2023 – 10/24/2023</b>
Anticipated Top Bidder Interviews (if requested)	<b>10/25/2023 – 10/31/2023</b>
Announce “Apparently Successful Bidder(s)” (ASB) and send notification via WEBS to unsuccessful Bidders. Evaluations may take several weeks.	<b>Upon conclusion of AGO evaluations.</b>



## 2.2 COMPETITIVE SOLICITATION QUESTIONS & RFP COORDINATOR

Questions or concerns regarding this RFP must be directed to the below RFP Coordinator. Questions raised at the pre-bid conference and during the Q&A period will be answered and responses posted to WEBS.

The RFP Coordinator designated for this RFP is Megan Clark. In the event that the RFP Coordinator is not available, they or the AGO Contracts Unit shall designate another party to serve as RFP Coordinator in their absence.

<b>Name</b>	Attorney General's Office
	Attn: Megan Clark – RFP #23-01 Coordinator
<b>Address</b>	7141 Cleanwater Drive SW
<b>City, State, Zip Code</b>	Olympia, WA 98501
<b>Phone Number</b>	360-709-6054
<b>E-Mail Address</b>	<a href="mailto:contracts@atg.wa.gov">contracts@atg.wa.gov</a>

## 2.3 PRE-BID CONFERENCE

The AGO will host a pre-bid conference at the time set forth in Section 2.2 of this RFP. Attendance is not mandatory. Bidders, however, are encouraged to attend and participate. The purpose of the pre-bid conference is to verbally review the RFP and allow for the potential Bidders to raise any issues or concerns that they may have. If changes to the RFP are required as a result of the pre-bid conference, the Procurement Coordinator will post an amendment to this RFP to WEBS. Assistance for disabled, blind, or hearing-impaired persons who wish to attend the pre-bid conference is available with prior arrangement by contacting the Procurement Coordinator. **In order for accommodations to be guaranteed, please submit requests at least three (3) business days before the conference. Accommodation requests received after this date cannot be guaranteed.**

Questions raised at the pre-bid conference will be documented and written responses will be provided during the Q&A period and posted on WEBS. Substantive questions will not be answered during the pre-bid conference. Bidders shall only rely on written postings and amendments issued via WEBS. All other communications will be considered unofficial and nonbinding.

## 2.4 COMPLAINTS, DEBRIEFS AND PROTESTS

This RFP (and award of any Contract) is subject to complaints, debriefs, and protests as explained in Section 5, which may impact the dates set forth above.

## 2.5 PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE

All documents (written and electronic) submitted to the AGO as part of this procurement are public records. Unless statutorily exempt from disclosure, such records are subject to disclosure if requested. See [RCW 42.56](#), Public Records Act. The AGO strongly discourages Bidders from unnecessarily submitting sensitive information (e.g., information that Bidder might categorize as 'confidential,' 'proprietary,' 'sensitive,' 'trade secret,' etc.).

If, in Bidder's judgment, Washington's Public Records Act provides an applicable statutory exemption from disclosure for certain portions of Bidder's bid, please mark the precise portion(s) of the relevant page(s) of the bid that Bidder believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure.

In addition, if, in Bidder's judgment, certain portions of Bidder's bid are not statutorily exempt from disclosure but are sensitive because these particular portions of Bidder's bid (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Bidder protects through the regular use of





confidentiality or similar agreements and routine enforcements through court enforcement actions, please mark the precise portion(s) of the relevant page(s) of Bidder’s bid that include such sensitive information.

In the event that the AGO receives a public records disclosure request pertaining to information that Bidder has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, The AGO, prior to disclosure, will do the following:

- The AGO’s Public Records Officer will review any records marked by Bidder as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, the AGO will redact or withhold the document(s) as appropriate.
- For documents marked ‘sensitive’ or for documents where the AGO either determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, the AGO will notify Bidder, at the address provided in the bid submittal, of the public records disclosure request and identify the date that the AGO intends to release the document(s) (including documents marked ‘sensitive’ or exempt from disclosure) to the requester unless the Bidder, at Bidder’s sole expense, timely obtains a court order enjoining the AGO from such disclosure. In the event Bidder fails to timely file a motion for a court order enjoining such disclosure, the AGO will release the requested document(s) on the date specified. Bidder’s failure properly to identify exempted or sensitive information and timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Bidder of any claim that such materials are exempt or protected from disclosure.

## 2.6 COMMITMENT OF FUNDS

The Attorney General or those with authority delegated by the Attorney General are the only individuals who may legally commit AGO to the expenditures of funds for a Contract resulting from this RFP. No cost chargeable to the proposed Contract may be incurred before receipt of a fully executed Contract.

## 2.7 FUNDING AVAILABILITY

The AGO anticipates a total budget is as follows:

FY 24	FY 25	Each Year After
\$390,000.00	\$59,000.00	\$59,000.00

This solicitation may be dependent upon funding availability. In the event additional funding becomes available, any contract awarded may be renegotiated and amended to provide for additional related services. If for any reason the funding is reduced, suspended, withdrawn, terminated, or funding authorization is revoked, AGO reserves the right to cancel this procurement and any contract awarded pursuant thereto.

## 2.8 INSURANCE COVERAGE

If a Bidder is selected as an Apparent Successful Bidder, Bidder is required to carry insurance in accordance with the instructions in **Attachment C – Insurance Requirements** to this RFP. Required insurance types, coverage and limits may be negotiated.

The Apparent Successful 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 or liable in any way for claims filed by Apparent Successful Bidder or its employees for services performed under the terms of the Contract.



## 2.9 REJECTION DUE TO UNSATISFACTORY PERFORMANCE

Pursuant to the provisions of [RCW 39.26.160](#), the AGO may reject Proposals of any Bidder who has failed to perform satisfactorily under any previous contract. The AGO shall notify the Bidder of such a rejection.

## 2.10 FEDERAL RESTRICTIONS ON LOBBYING (if applicable)

The Bidder certifies, by submittal of a Proposal to this RFP, that under the requirements of [Lobbying Disclosure Act, 2 U.S.C., Section 1601](#) et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. See the Federal Restrictions on Lobbying subsection of the proposed Contract.

## 2.11 USE OF SUBCONTRACTORS

AGO will accept Proposals that include third-party involvement only if the Bidder submitting the Proposal agrees to take complete responsibility for all actions of such subcontractors. Specific restrictions apply to contracting with current or former state employees pursuant to chapter [42.52 RCW](#). Bidders should familiarize themselves with the requirements prior to submitting a Proposal.

Bidder who, if awarded a Contract, intend to use subcontractors, must complete **Attachment D – Diverse Business Inclusion Plan – Subcontractors** in the form set forth in the attachment.

- Note: **Attachment D – Diverse Business Inclusion Plan – Subcontractors** is NOT required if Bidder does NOT intend to use subcontractors for this contract.

As part of the **Diverse Business Inclusion Plan – Subcontractors**, Bidder is encouraged to include an anticipated list of small/diverse subcontractors who may assist Bidder in fulfilling Bidder's contractual obligations, if Bidder is awarded a Contract pursuant to this RFP. This list should identify any subcontractors who are small/diverse businesses as defined within Section 1.2 – Definitions.

- Note: The businesses included in the **Diverse Business Inclusion Plan – Subcontractors** are considered to be examples of the businesses that the Bidder may use as subcontractors and does NOT obligate the Bidder to utilize those specific subcontractors they have listed in performing the Contract, if awarded. If awarded, the Bidder's Diverse Business Inclusion Plan – Subcontractor will be incorporated into the terms and conditions of the resulting Contract, and Bidder must report performance and progress to the AGO as set forth in that Contract.

Bidders must describe their efforts in engaging and reducing any barriers to participation by small/diverse businesses, including outreach, education/mentorship, and process changes designed to increase small/diverse business participation.

If the proposed subcontractors are self-identified diverse businesses, the Bidder shall encourage and support efforts for their certification with the appropriate Washington State agencies.

The small/diverse business goals set forth within the attachment are voluntary. Bidders will not be considered to be non-responsive if the **Diverse Business Inclusion Plan – Subcontractors** has a zero small/diverse business participation amount. The AGO, however, encourages Bidders to be proactive in engaging small/diverse business participation. No preference will be included in the evaluation of bids based on the **Diverse Business Inclusion**



**Plan – Subcontractors.** No minimum level of small/diverse business participation is required as a condition for receiving a Contract award.

Contractors who utilize subcontractors will meet with the AGO annually regarding their small/diverse business aspiration inclusion goals and outreach efforts set forth in their **Diverse Business Inclusion Plan – Subcontractors**.

## 2.12 APPLICABLE LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

- Affirmative action, [RCW 41.06.020\(1\)](#)
- Disclosure-campaign finances-lobbying, Chapter [42.17A RCW](#)
- Discrimination-human rights commission, Chapter [49.60 RCW](#)
- Ethics in public service, Chapter [42.52 RCW](#)
- Office of Minority & Women's Business Enterprises, Chapter [39.19 RCW](#) and Chapter [326-02 WAC](#)
- State budgeting, accounting, and reporting system, Chapter [43.88 RCW](#)

## **SECTION III –SUBMISSION INSTRUCTIONS AND REQUIRED CONTENT**

### 3.1 SUBMISSION INSTRUCTIONS

Bidders are required to submit an electronic copy of their proposal to the RFP Coordinator at the email address specified in Section 2.2 – Competitive Solicitation Questions & RFP Coordinator. Bidders may submit parts of the bid in multiple email messages to avoid size limitations.

Please refrain from submitting proposals with links to outside systems, test systems, etc. Unless requested or required within a specific item of the proposal, the general use of links, either in a proposal document or to a cloud based program, is not an acceptable method of submittal.

Late Proposals will not be accepted and will be automatically disqualified from further consideration, unless the AGO's email is found to be at fault. All Proposals and any accompanying documentation become the property of the AGO and will not be returned.

### 3.2 BID FORMAT

Bids must be complete, legible, signed, and follow all instructions stated in this RFP (including all of its Attachments, Amendments, and/or Exhibits). Unless otherwise specified in writing by the AGO, documents included with an electronic bid must be prepared in MS Word, MS Excel, or Adobe PDF. Where required to do so, Bidders may sign using either a physical or electronic signature. Bidders are cautioned to keep email sizes to less than 25MB to ease delivery. Zipped files cannot be accepted.

### 3.3 BIDDER COMMUNICATIONS REGARDING THIS COMPETITIVE SOLICITATION

During the RFP process, all Bidder communications regarding this RFP must be directed to the Procurement Coordinator specified in Section 2.2 of this RFP. Bidders should rely only on this RFP and written amendments to this RFP issued by the Procurement Coordinator. In no event will oral communications regarding this RFP be binding.

- A. Bidders are encouraged to make any inquiry regarding the RFP as early in the process as possible to allow the AGO to consider and, if warranted, respond to the inquiry. If a Bidder does not notify the AGO of an issue, exception, addition, or omission, the AGO will consider the matter waived by the Bidder for protest purposes;



- B. If Bidder inquiries result in changes to the RFP, written amendments will be issued and posted on WEBS; and
- C. Unauthorized Bidder contact regarding this RFP with other state employees involved with the RFP may result in Bidder disqualification.

### 3.5 BID SUBMITTAL CHECKLIST – REQUIRED BID SUBMITTALS

This section identifies the bid submittals that must be provided to the AGO to constitute a responsive bid. The submittals must be delivered as set forth below. Bids that do not include the submittals identified below may be rejected as nonresponsive. In addition, a Bidder’s failure to complete any submittal as instructed may result in the bid being rejected. Bidders may not provide unsolicited materials. For any supplemental materials expressly required by the AGO in writing, Bidders must identify such supplemental materials with the Bidder’s name. Unless requested or required within a specific item of the proposal, the general use of links, either in a proposal document or to a cloud based program, is not an acceptable method of submittal.

**Letter of Submittal**

The Proposal must contain a letter of submittal that shall include the following, in the order given:

1. Condense and highlight the major components of the Proposal that the Bidder believes will provide the AGO evaluation team with a broad understanding of the entire Proposal;
2. An itemization of all materials and enclosures being forwarded collectively in response to the RFP; and
3. An expression of the Contractor’s willingness to enter into an agreement with the AGO which includes the terms and conditions of the contract included as Attachment J – Sample Contract of this RFP.

Bidders may include any other topics or statements in the letter as they deem appropriate and may wish to convey to the AGO.

The Letter of Submittal must be signed and dated by a person authorized to legally bind the Bidder to a contractual relationship.

**Attachment D – Diverse Business Inclusion Plan – Subcontractors**

This document is a required submittal **IF** Bidder intends to utilize Subcontractors in the performance of their work. If so, Bidder must complete and submit **Attachment D – Diverse Business Inclusion Plan – Subcontractors** to the AGO.

**Attachment E – Bidder’s Certification**

This document is the Bidder’s Certification. Complete the certification, along with any exceptions or required explanations, and submit it with the bid to the AGO.

Note: The Certification must be complete. Where there are choices, Bidder **must** check a box. The Certification must be signed by a duly authorized representative for the Bidder.

**Attachment F – Bidder’s Profile**

This document is required Bidder information for the AGO’s contract administration purposes. Complete as instructed and submit it with your Bid to the AGO.

**Attachment G – Performance Requirements**

Bidder will need to confirm that Bidder’s goods and/or services and/or Bidder’s performance meets or exceeds the detailed specifications/qualifications set forth in **Attachment G – Performance Requirements** and submit it with the bid to the AGO. Do not submit external



links for review and scoring in relation to any of the questions in Attachment G. External links may not be reviewed and scored.

**Key Personnel Curriculum Vitae(s) (CV(s)) (Required for all Bids) (#1.1-#1.5)**

Bidder must ensure that the attached CVs contain the necessary information to address qualification requirements 1.1 – 1.5 listed within **Attachment G – Performance Requirements**.

**Program Management Plan (Required for all Bids) (#2.1-#2.6)**

Bidder must submit a Program Management Plan and Timeline that explains the Bidder’s plan and approach and timeline for managing the Scope of Work for this program, ensuring that such plan adequately addresses items 2.1 – 2.7 listed in **Attachment G – Performance Requirements**. The plan must not exceed ten pages (12-point font) and must include headings and references to where the required information is located.

**Attachment H – Cost Proposal**

Bidder will need to complete the project pricing as instructed in **Attachment H – Cost Proposal** and submit it with the bid to the AGO.

**Attachment I – Contract Issues List**

This document is a required submittal **IF** Bidder has business issues with the Contract attached as **Attachment J – Sample Contract**. If so, Bidder must complete and submit to the AGO. Note, however, the AGO reserves the right to modify the Contract and to award the Contract on the basis of a Bidder’s willingness to agree to the Contract.

### **3.6 COST PROPOSAL (SCORED)**

Bid prices must include all cost components needed for the goods and/or services as described in this RFP. See **Attachment H – Cost Proposal**. A Bidder’s failure to identify all costs in a manner consistent with the instructions in this Competitive Solicitation is sufficient grounds for disqualification.

Bidder’s must identify and include all cost elements in their pricing. **In the event that Bidder is awarded a Contract, the total price for the goods and/or services shall be the Bidder’s price as submitted.** Except as provided in the Contract, there shall be no additional costs of any kind.

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

### **3.7 DIVERSE BUSINESS INCLUSION PLAN (OPTIONAL)**

In accordance with legislative findings and policies set forth in [RCW 39.19](#), the state of Washington encourages participation in all contracts by firms certified by the office of Minority and Women’s Business Enterprises (OMWBE), set forth in [RCW 43.60A.200](#) for firms certified by the Washington State Department of Veterans Affairs, and for firms that are Washington Small Businesses. Participation may be either on a direct basis or on a subcontractor basis. However, no preference on the basis of participation is included in the evaluation of Diverse Business Inclusion Plans submitted, and no minimum level of minority- and women-owned business enterprise (MWBE), Washington Small Business, or Washington State certified Veteran Business participation is required as a condition for receiving an award. If one exists, Bidders may submit a Diverse Business Inclusion Plan with their Proposal as referenced in Section 2.13. Any affirmative action requirements set forth in any federal Governmental Rules included or referenced in the contract documents will apply.



**SECTION IV – EVALUATION AND AWARD**

**4.1 OVERVIEW**

The AGO will evaluate bids for this RFP as described below.

- Bidder responsiveness, performance requirements, price factors, and responsibility, will be evaluated based upon the process described herein.
- Any Bidder whose bid is determined to be non-responsive will be rejected and will be notified of the reasons for this rejection.
- The AGO reserves the right to: (1) Request clarification regarding any bid; (2) Waive any informality; (3) Reject any or all bids, or portions thereof; (4) accept any portion of the bid unless the Bidder stipulates all or nothing in their bid; (5) Cancel the RFP and, if desired, re-solicit bids; and/or (6) Negotiate with the lowest responsive and responsible Bidder(s) to determine if such bid can be improved.

Only those Proposals meeting all mandatory submittal requirements will be evaluated for possible contract award. The evaluation of Proposals shall be accomplished by and through an evaluation committee to be designated by the AGO, which will determine the ranking of the Proposals. The Evaluation Committee will evaluate the Bidders to this RFP based on their written responses to this RFP and any additional written information submitted as requested.

Step	Item	Points
1	Bid Responsiveness	Pass/Fail
	Bidder Responsibility	Pass/Fail
<b>BID EVALUTATION</b>		
2	Performance Requirements (Attachment G)	560 points
3	Cost Proposal (Attachment H – Cost Proposal)	240 points
Section Total:		800 points
<b>STATE PROCUREMENT PRIORITIES</b>		
4	Washington Small Business	50 points
	Certified Veteran-Owned Business	50 points
	Executive Order #18-03	50 points
Section Total:		150 points
<b>PROPOSAL TOTAL:</b>		<b>950 points</b>
<b>PRESENTATION &amp; OCS DESIGN REVIEW</b> <i>(Top-Scored Bidder(s) advance)</i>		
5	Demonstration/Interview (if requested)	400 points
<b>CONTRACT NEGOTIATIONS</b>		
7	Contract Negotiations	N/A



#### 4.2 BID RESPONSIVENESS/RESPONSIBILITY [Step 1]

The AGO will review bids – on a pass/fail basis – to determine whether the bid is ‘responsive’ to this RFP. This means that the AGO will review each bid to determine whether the bid is complete – i.e., does the bid include each of the required bid submittals, are the submittals complete, signed, legible. The AGO reserves the right – in its sole discretion – to determine whether a bid is responsive – i.e., to determine a Bidder’s compliance with the requirements specified in this RFP and to waive informalities in a bid. An informality is an immaterial variation from the exact requirements of the RFP having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the goods or the quality, capability, or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial, to Bidders. For responsive bids, the Procurement Coordinator or designee will perform a cursory review to determine Bidder’s ability to meet the minimum requirements. In determining responsibility, the AGO will review **Attachment G – Performance Requirements** on Bidder’s ability to meet the minimum pass/fail requirements.

#### 4.3 PERFORMANCE REQUIREMENTS EVALUATION [Step 2]

The AGO will evaluate each bid to ensure that each Bidder’s good(s) and/or service(s) meet the specifications and/or performance requirements set forth in **Attachment G – Performance Requirements**. The AGO reserves the right to request additional information or perform tests and measurements before selecting the Apparent Successful Bidder. A Bidder’s failure to provide requested information to AGO within ten (10) business days may result in disqualification.

#### 4.4 COST PROPOSAL [Step 3]

The AGO will evaluate Bidder budgets and/or bid pricing by reviewing and comparing the submitted bid prices provided in Attachment H – Cost Proposal. The Procurement Coordinator will evaluate bids – to identify the lowest evaluation total – by reviewing and comparing the submitted bid prices. The lowest bid will receive the maximum of available points for that certain cost factor, and the remaining bids will receive a proportionate number of points based on their bid price as compared to the lowest bid using the following formula:

Sample Calculation using Bidder A = \$100,000 and Bidder B = \$110,000

In this example, Bidder A is the lowest total bid evaluation cost for that section and receives the maximum points for that section, so Bidder A would be assigned the 400 points. Bidder B would be assigned 363.6 points based on the below formula.

Bidder B calculation:  $(\text{Lowest Bid} / \text{Bid Evaluated}) \times \text{Maximum Point Available} = \$100,000(A) / \$110,000(B) \times 400 = 0.909 \times 400 = 363.6$  cost points for that section.

#### 4.5 WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES [Step 4]

The AGO will apply the following Washington State procurement priorities and preferences, as set forth below, to this RFP:

- **Procurement Preference for [Executive Order #18-03](#) (Firms without Mandatory Individual Arbitration for Employees).** Pursuant to [RCW 39.26.160\(3\)](#) (best value criteria) and consistent with [Executive Order 18-03 – Supporting Workers’ Rights to Effectively Address Workplace Violations](#) (dated June 12, 2018), the AGO will evaluate bids for best value and will provide a bid preference in the amount of **50 points** to any Bidder who certifies, pursuant to **Attachment F**, 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 active waivers.
- **Washington Small Businesses.** In furtherance of Washington’s business inclusion goals the AGO will evaluate bids for best value and will provide a bid preference in the amount of **50 points** to any Bidder who



certifies, pursuant to **Attachment F**, that Bidder qualifies as a ‘Washington Small Business’ as set forth in **Attachment F**.

- **Certified Veteran-Owned Businesses.** In furtherance of Washington’s business inclusion goals, the AGO will evaluate bids for best value and will provide a bid preference in the amount of **50 points** to any Bidder who certifies, pursuant to **Attachment F**, that Bidder qualifies as a Washington Department of Veteran’s Affairs Certified Veteran-Owned Business.

#### **4.6 PRESENTATION EVALUATION [Step 5]**

The AGO may invite the Bidder(s) with the top-score proposals to demonstrate/interview with the evaluation committee. All key personnel will be required to participate in the demonstration/interview process. The AGO will contact the Bidder(s) to schedule a date and time for demonstration/interview. The AGO will provide further instruction at the time of scheduling demonstrations/interviews. Prior points are cumulative. **There will be a maximum of 400 points awarded based on Bidder’s demonstration/presentation/interview.**

#### **4.7 CONTRACT NEGOTIATIONS [Step 6]**

The AGO may negotiate with the highest scored, responsive, responsible Bidder(s) to finalize a Contract and to determine if the bid may be improved. If, after a reasonable period of time, the AGO, in its sole judgement and at its sole discretion, cannot reach agreement on acceptable Contract terms with such Bidder, the AGO may suspend negotiations and undertake negotiations with the next highest scored responsive, responsible Bidder, as determined by the evaluations.

#### **4.8 OPPORTUNITY FOR DISCUSSIONS, NEGOTIATIONS AND/OR INTERVIEWS**

After receipt of Proposals and prior to the recommendation of award, the RFP Coordinator may initiate discussions with one or more Bidders, should any clarification or negotiation be deemed necessary.

#### **4.9 NOTIFICATION OF SELECTED APPARENT SUCCESSFUL BIDDER**

The AGO will determine the Apparent Successful Bidder (ASB). The ASB will be the responsive and responsible Bidder(s) that best meet(s) the RFP requirements and present the best total value, including pricing and budget, and other factors as set forth in this RFP, including any applicable state procurement priority or preference.

Designation as an ASB does not imply that the AGO will issue an award for a Contract. Rather, this designation allows the AGO to perform further analysis and ask for additional documentation. The Bidder must not construe ASB designation as an award, impending award, attempt to negotiate, etc. If a Bidder acts or fails to act as a result of such notification or designation, it does so at its own risk and expense.

Upon ASB announcement, Bidders may request a debrief conference as specified in Section 5.

#### **4.10 CONTRACT AWARD**

Subject to protests, if any, the AGO and ASB(s) will enter into a Contract as set forth in **Attachment J – Sample Contract**. The AGO reserves the right to award on an all-or-nothing basis. Following the award of the Contract, all Bidders registered in WEBS will receive Notice of Award, delivered to the Bidder’s email address provided in the Bidder’s profile in WEBS.





#### 4.11 BID INFORMATION AVAILABILITY

Upon the AGO's announcement of ASB, all bid submissions and all bid evaluations are subject to public disclosure pursuant to Washington Public Records Act. *See*; [RCW 39.26.030\(2\)](#).

#### 4.12 ADDITIONAL AWARDS

The AGO reserves the right, during the resulting Contract term, to make additional Contract awards to responsive, responsible Bidders who provided a bid, but who were not awarded a Contract. Such awards would be on the same or substantially similar terms and conditions, and would be designed to address an awarded Contractor vacancy (e.g., an awarded Contractor is terminated or goes out of business) or be in the best interest of the State of Washington.

### SECTION V – COMPLAINT, DEBRIEF AND PROTEST PROCESS AND INSTRUCTIONS

#### 5.1 COMPLAINTS

The complaint period is an opportunity for Bidders to voice objections, raise concerns, or suggest changes that were not addressed during the Question & Answer Period or at the Pre-Bid Conference. The complaint period ends five (5) business days before the Proposal due date, and complaints must be received on or before the date and time indicated on the Anticipated Procurement Schedule of the RFP.

- A. *Criteria for Complaint:* A formal complaint may only be based on one or more of the following grounds: (a) The solicitation unnecessarily restricts competition; (b) The solicitation evaluation or scoring process is unfair or flawed; or (c) The solicitation requirements are inadequate or insufficient to prepare a response. Complaints based on other criteria will not be considered or addressed by the AGO. A complaint should clearly articulate the basis of the complaint and include a proposed remedy.
- B. *Initiating A Complaint:* A complaint must be submitted to the RFP Coordinator via email.
- C. *Response:* When a complaint is received, the RFP Coordinator (or designee) will consider all the facts available and respond in writing prior to the deadline for proposal submittals, unless more time is needed.
- D. *Response is Final:* The RFP Coordinator's response to the complaint is final and not subject to administrative appeal.
- E. *Other:*
  - i. Issues raised in a complaint may not be raised again during the protest period.
  - ii. Any issue, exception, addition, or omission not brought to the attention of the RFP Coordinator prior to proposal submittal shall be deemed waived for protest purposes.
  - iii. The AGO will consider all complaints but is not required to adopt the proposed remedy to a complaint, in part or full.
  - iv. If Bidder complaints result in changes to the RFP, written amendments will be issued and posted on WEBS.

#### 5.2 DEBRIEF CONFERENCES

A Debrief Conference is an opportunity for a Bidder and the AGO to meet and discuss the Bidder's Proposal. A request for a debrief conference is a required prerequisite for a Bidder wishing to file a protest.

- A. *Announcement:* Following the evaluation of the bids, the AGO will issue an announcement on WEBS of the Apparent Successful Bidder (ASB) and send a Notification of Unsuccessful Bidder to all unsuccessful Bidders through WEBS.
- B. *Debrief Request:* A Bidder's request for a debriefing conference must be received via email by the RFP Coordinator within three (3) business days after the Announcement of ASB and Notification of Unsuccessful Bidder is posted through WEBS.
- C. *Debrief Conference:* When the Debrief Conference request is received, the AGO will offer the



requesting Bidder one meeting opportunity and notify the Bidder of the Debrief Conference place, date, and time.

- D.** The AGO will not allow the debrief process to delay the award. Therefore, Bidders should plan for contingencies and alternate representatives. Bidders who do not attend the Debrief Conference will lose the opportunity to protest.

### 5.3 PROTESTS

The protest procedure is available to Bidders who submitted a response to this solicitation document and have participated in a Debriefing Conference. Bidders protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest constitutes the sole administrative remedy available to Bidders under this procurement.

Upon completing the Debriefing Conference, the Bidder is allowed five (5) business days to file a protest of the acquisition with the AGO Contracts Administrator via email to the RFP Coordinator at the email address listed on Page 1 of the RFP.

- A.** *Criteria for a protest:* A protest may be based only on one or more of the following:
- i.** Bias, discrimination, or conflict of interest on the part of an evaluator;
  - ii.** Error in computing evaluating scores; or
  - iii.** Non-compliance with any procedures described in the RFP.
- B.** *Criteria not met:* Protests not based on the above three issues will not be considered. Protests will be rejected as without merit if they address issues such as: 1) An evaluator's professional judgment on the quality of a proposal, or 2) the AGO's assessment of its own and/or other agencies' needs or requirements.
- C.** *Initiating a Protest:* Only Bidders who have participated in a Debrief Conference may protest selection of the ASB. A protest must:
- i.** Be in writing;
  - ii.** Include a specific and complete statement of facts forming the basis of the protest;
  - iii.** Include a description of the relief or corrective action requested;
  - iv.** Be received by the AGO on or before 5:00 pm on the fifth (5<sup>th</sup>) business day after the Bidder's Debrief Conference (not including the conference day).
- D.** *Protest Response:* Upon receipt of a protest, the AGO will hold a protest review. The Protest Officer of the AGO or an employee delegated by the Chief Financial Officer 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 Bidder that submitted a proposal, such Bidder will be given an opportunity to submit its views and any relevant information on the protest to the AGO Contracts Administrator.
- E.** *Decision is Final:* The protest decision is final and not subject to administrative appeal. If the protesting Bidder does not accept the AGO's protest response, the Bidder may seek relief in Thurston County Superior Court. The final determination of the protest shall:
- i.** Find the protest lacking in merit and uphold the AGO's action;
  - ii.** Find only technical or harmless errors in the AGO's acquisition process and determine the AGO to be in substantial compliance and reject the protest.
  - iii.** Find merit in the protest and provide options to the AGO, including correcting errors and reevaluating all proposals; reissuing the solicitation document; or making other findings and determining other courses of action as appropriate.
- F.** After reviewing the protest and available facts, the AGO will issue a written response within ten (10) business days from receipt of the protest, unless additional time is needed.

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



5.4

COMMUNICATION REGARDING COMPLAINTS, DEBRIEFS AND PROTESTS

A. COMMUNICATIONS

With the exception of protests, all communications about this RFP, including complaints and debriefs, must be addressed to the Procurement Coordinator unless otherwise directed. Protests must be addressed to the Protest Officer.

- Form, Substance & Other. All complaints, debrief conference requests and protests must:
i. Be in writing;
ii. Be signed by the complaining, requesting, or protesting Bidder or an authorized agent;
iii. Be delivered within the time frame(s) outlined herein;
iv. Identify the Competitive solicitation number;
v. Conspicuously state "Complaint", "Debrief" or "Protest" in any subject line of any correspondence or email; and
vi. Be sent to the address identified below.
Complaints and Protests. All complaints and protests must (a) State all facts and arguments on which the complaining or protesting Bidder is relying on as the basis for its action; and (b) Include any relevant documentation or other supporting evidence.

B. TO SUBMIT A COMPLAINT

Send an email message to the Procurement Coordinator listed in this Competitive Solicitation (see Section 2.1, above). The email message must include "Complaint" in the subject line of the email message. Alternatively, mail the complaint to the Procurement Coordinator listed in this Competitive Solicitation at the following address:

Attn: Procurement Coordinator – Complaint
AGO Contracts Unit
P.O. Box 40107 Olympia, WA 98504-0107

C. TO REQUEST A DEBRIEF CONFERENCE

Send an email message to the Procurement Coordinator listed in this Competitive Solicitation (see Section 2.1, above). The email message must include "Debrief" in the subject line of the email message.

D. TO SUBMIT A PROTEST.

Send an email message to the Protest Officer at the following email address: Contracts@atg.wa.gov. The email message must include "Protest" and the Solicitation number in the subject line of the email message. Alternatively, mail the protest to the Protest Officer at the following address:

Attn: Protest Officer
AGO Contracts Unit
P.O. Box 40107 Olympia, WA 98504-0107








SECTION VI – RFP ATTACHMENTS

Attachment A – Washington Youth Safety and Well-being Tipline
2022 Annual Report



AttachmentA\_2022TiplineAnnualReport



<i>Attachment B – 2022 Youth Survey Results</i>	 AttachmentB_2022Y outhSurvey
<i>Attachment C – Insurance Requirements</i>	 AttachmentC_Insur anceRequirements
<i>Attachment D – Diverse Business Inclusion Plan – Subcontractors</i>	 AttachmentD_Diver seSubInclusionPlan
<i>Attachment E – Bidder Certification</i>	 AttachmentE_Bidde rCerification
<i>Attachment F - Bidder's Profile</i>	 AttachmentF_Bidde rProfile
<i>Attachment G – Performance Requirements</i>	 AttachmentG_Perfo rmanceRequirement
<i>Attachment H – Cost Proposal</i>	 AttachmentH_CostP roposal
<i>Attachment I – Bidder's Contract Issues</i>	 AttachmentI_Bidder sContractIssues
<i>Attachment J – Sample Contract</i>	 AttachmentJ_Sample Contract.docx





# Washington State Attorney General's Office



## Washington Youth Safety and Well-being Tipline Report

November 2022

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# Letter from Attorney General Bob Ferguson



Dear Washingtonians,

We are seeing an alarming uptick in children and youth struggling with depression, anxiety, eating disorders, and self-harming behaviors. In addition, there is a surge in youth presenting with suicidal ideation and suspected suicide attempts to emergency departments statewide.<sup>1</sup> These are urgent concerns for young Washingtonians that we must address head on. The global pandemic exacerbated serious, ongoing mental health challenges impacting young people across Washington State.

My team is stepping up and taking action. We are preparing to launch the Washington Youth Safety and Well-being Tipline.<sup>2</sup> This program will respond to a wide range of tips related to youth safety and well-being, including bullying, suicide, violent threats, and sexual abuse.

In the last year, our team:

- Formed a multidisciplinary advisory committee representing organizations in the state that will receive and respond to tips;
- Engaged with approximately 600 youth boards and youth serving organizations;
- Conducted a survey of approximately 1,000 Washington youth up to the age of 25 years old; and
- Developed criteria and released a Request For Proposals (RFP) for a Tipline Vendor.

We commit to using an antiracist, trauma-informed, and youth-centered lens. Youth and youth-serving organizations are at the center of this work, and their expertise, needs, and experiences are supporting my office as we create this program.

This is our first annual report. We will continue to keep Washingtonians updated on the progress of this critical Tipline.

Sincerely,

A handwritten signature in black ink that reads "Bob Ferguson". The signature is fluid and cursive, with a long horizontal line extending from the end of the name.

Bob Ferguson  
Washington State Attorney General

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# Background

There are approximately 18 state tiplines across the nation that receive anonymous or confidential reports of suspicious activity and threats to youth safety and well-being. These tiplines function as an early intervention tool to prevent tragedies by centering youth as the source of information about potential threats to them and their peers.<sup>3</sup> The first state to create a program of this nature was Colorado in 2004 to prevent tragedies and protect schools and students from acts of violence, including school shootings.

In 2021, the Washington State Legislature appropriated funds through a proviso<sup>4</sup> for the Washington State Attorney General's Office (AGO) to implement a statewide tipline program to support youth and convene the Washington Youth Safety and Well-being Tipline Advisory Committee to advise the agency as it develops the program. According to the proviso, this program must respond to tips 24/7/365, offer an app, text, chat, and phone line, and serve youth up to the age of 25. It also requires the AGO to include youth perspectives in the development, implementation, and marketing campaign of the program. Additionally, the AGO must conduct a competitive procurement for a vendor to run the program.





# Vision for the Washington Youth Safety and Well-being Tipline

## Youth's Vision for the Program

Between July and October 2022, the AGO Youth Program Team contracted with the Vida Agency (Vida) to launch two online surveys to gain input from youth on key features of the Washington Youth Safety and Well-being Tipline (Washington Tipline) including a youth vision for the program, branding, and marketing. The first survey had 722 respondents, and they provided input on topics such as a youth journey map,<sup>5</sup> user interface design elements, understanding of safety and well-being,<sup>6</sup> program name, and recommendations on engagement methods and branding. The second survey had 480 respondents and focused on an in-depth exploration into initial youth feedback from the first survey to narrow down options and ensure their concerns were understood. To incentivize participation, youth who shared their contact information were eligible for a \$15 gift card.

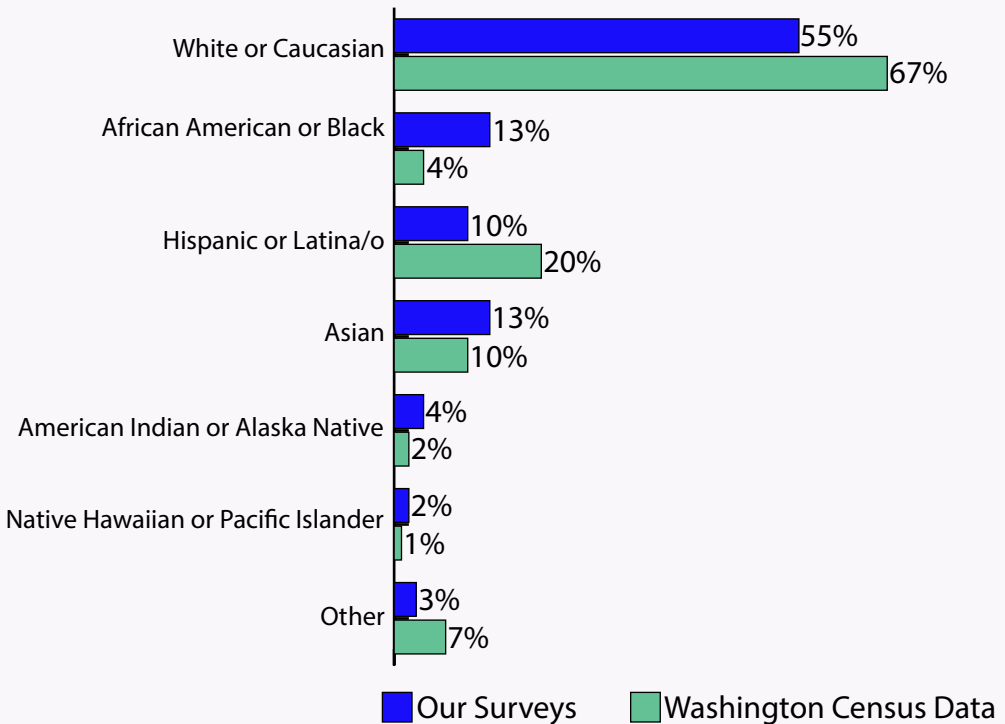


**Youth surveys  
garnered a total of  
1,202 responses.**

### Youth Demographic Information

The survey heard from youth across the State of Washington who are 25 years old and younger. Of all survey participants, 58% were over the age of 18, and 42% were under the age of 18. The survey aimed to reach a diverse sample of youth by targeting urban and rural counties in Washington with high Black, Indigenous, and People of Color (BIPOC) populations. As a result, 44% of survey respondents who disclosed their race and ethnicity are BIPOC youth, while 56% identify as White only. Compared to statewide population data, there is an overrepresentation of BIPOC youth survey respondents. The focus on BIPOC youth is due to the high rates of behavioral health needs and adverse childhood experiences (ACEs)<sup>7</sup> among this group compared to their White peers. For instance, American Indian or Alaska Natives account for the highest rates of suicide in the State of Washington,<sup>8</sup> African Americans and Latinos have lower access to behavioral health services than Whites nationwide,<sup>9</sup> and the prevalence of ACEs is higher among BIPOC children.<sup>10</sup>

**Exhibit 1: Total Participants Race/Ethnicity vs Washington Race/Ethnicity**



In terms of geographic reach, most of the respondents (71%) were from King, Pierce, Snohomish, Thurston, Spokane, and Clark Counties. Comparatively, these counties house approximately 70% of Washington's population. The survey, however, did not receive responses from youth living in less populated counties such as Okanogan, Ferry, Lincoln, Skamania, Wahkiakum, Columbia, Garfield, and Asotin Counties (see Appendix A). To fill this gap, the AGO Youth Outreach & Engagement Team is creating strategies to engage and receive input from youth living in counties where the survey failed to reach.

Of all survey respondents who shared their sexual orientation information, 66% identified as heterosexual or straight, while 34% identified as Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, Intersex, Asexual, and Two-spirit (LGBTQIA2S+).<sup>11</sup> Gathering input from LGBTQIA2S+ youth is crucial for the Washington Tipline because this group faces high rates of poor mental health, bullying, unsafety and suicide attempts due to their sexual orientation and gender expression. According to the 2021 Healthy Youth Survey,<sup>12</sup> LGBTQIA2S+ students are nearly two times more likely to report feeling unsafe at school than their straight peers. Approximately 39% of 8<sup>th</sup> grade students who identify as gay, lesbian, or bisexual reported being bullied in the last 30 days compared to 17.5% of straight students. These factors can lead to low self-esteem and high levels of depression. For example, 65.9% of students in 10<sup>th</sup> grade who identify as LGBTQIA2S+ reported feeling sad and hopeless almost every day in the past year and 20.9% attempted suicide.

The youth survey also collected input from youth who reported they are low-income, are currently or have experienced homelessness, have a disability, have been in the foster care system, have interacted with the justice system, and are themselves or have family that are in the military. Based on the feedback received by the AGO Youth Outreach & Engagement Team, youth report there is a disparity of resources statewide when it comes to those who have entered into the foster care system, have interacted with the justice system, and military youth. These youth are often transient and need assistance navigating systems.

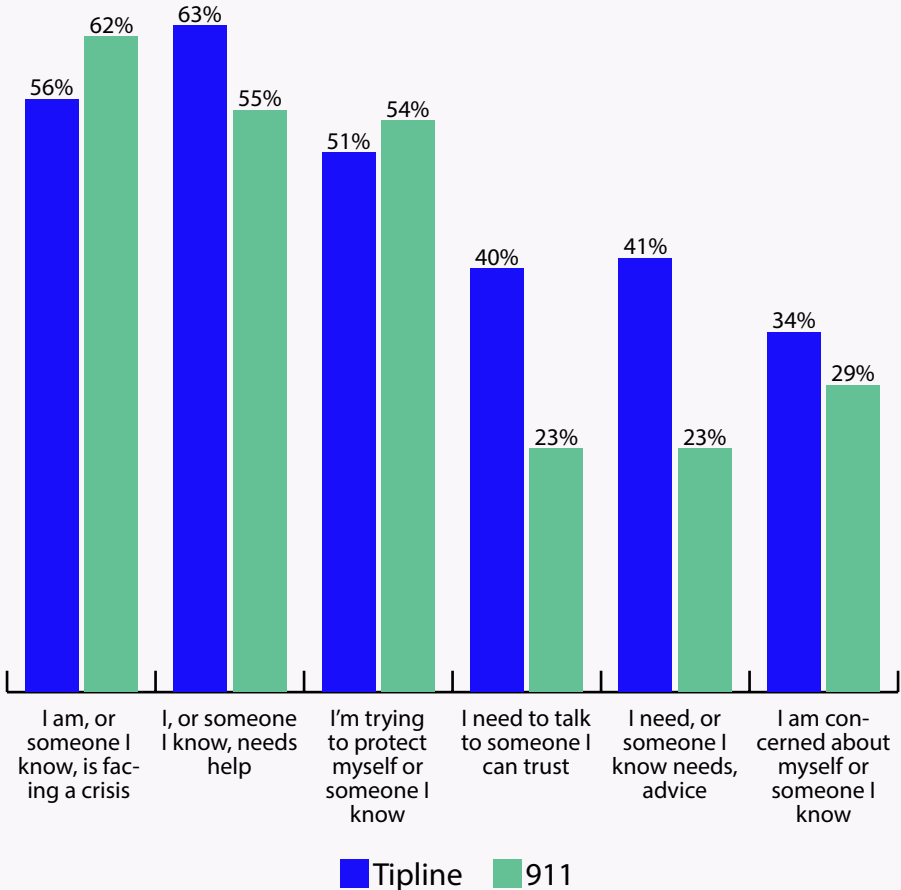
**“Youth report there is a disparity of resources statewide when it comes to those who have entered into the foster care system, have interacted with the justice system, and military youth.”**

## Key Findings

### 1. Washington Tipline vs. 911

Youth reported being more likely to use the Washington Tipline when seeking non-emergency support. In order of priority youth would contact the Washington Tipline when they or someone they know needs help, when looking for advice, when they need to talk to someone they can trust, and when they are concerned about themselves or someone else. If there is a crisis or safety concern, youth reported being more likely to call 911.

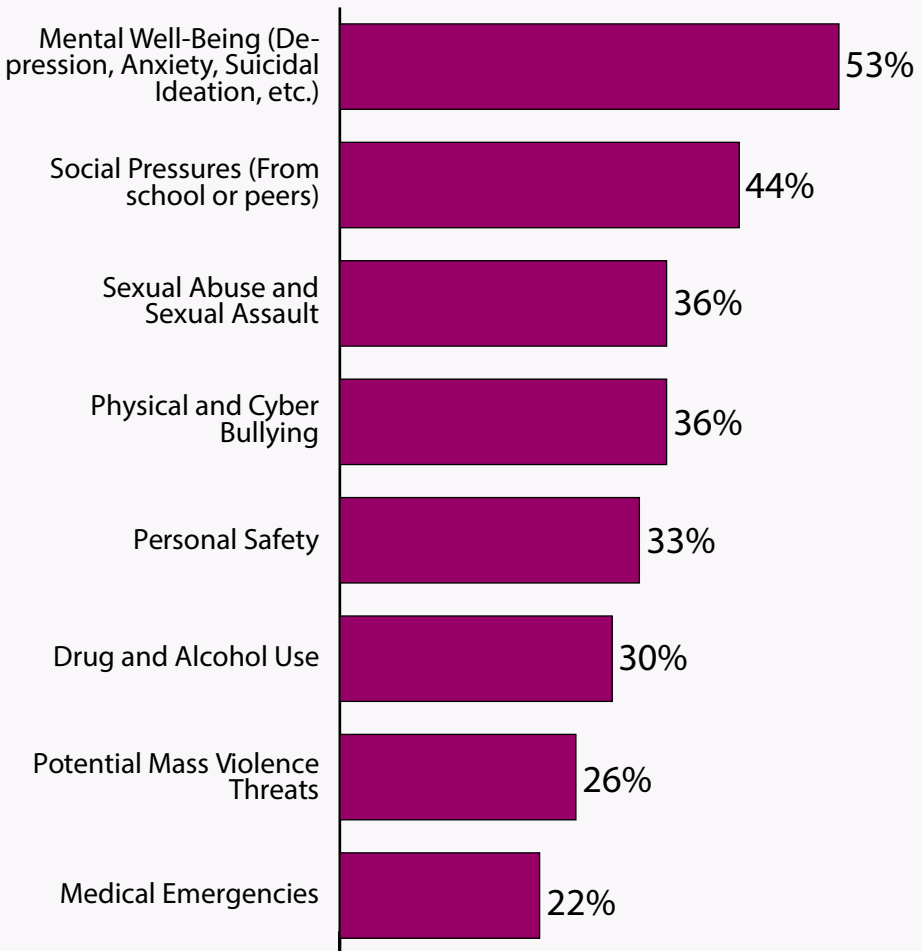
Exhibit 2: When Youth Would Call a Tipline vs 911



## 2. Needs Not Addressed By Other Resources

One of the goals of the youth surveys was to identify needs that are not adequately addressed by other resources. According to youth responses, the five most relevant needs are mental well-being, social pressures, sexual abuse and assault, and physical and cyberbullying. Additionally, in the open-ended section youth mentioned racism and hate crimes, LGBTQIA2S+ issues, abuse and neglect, housing, bills or food assistance, learning disability disparities, and non-criminal activities as relevant issues that other resources do not address.

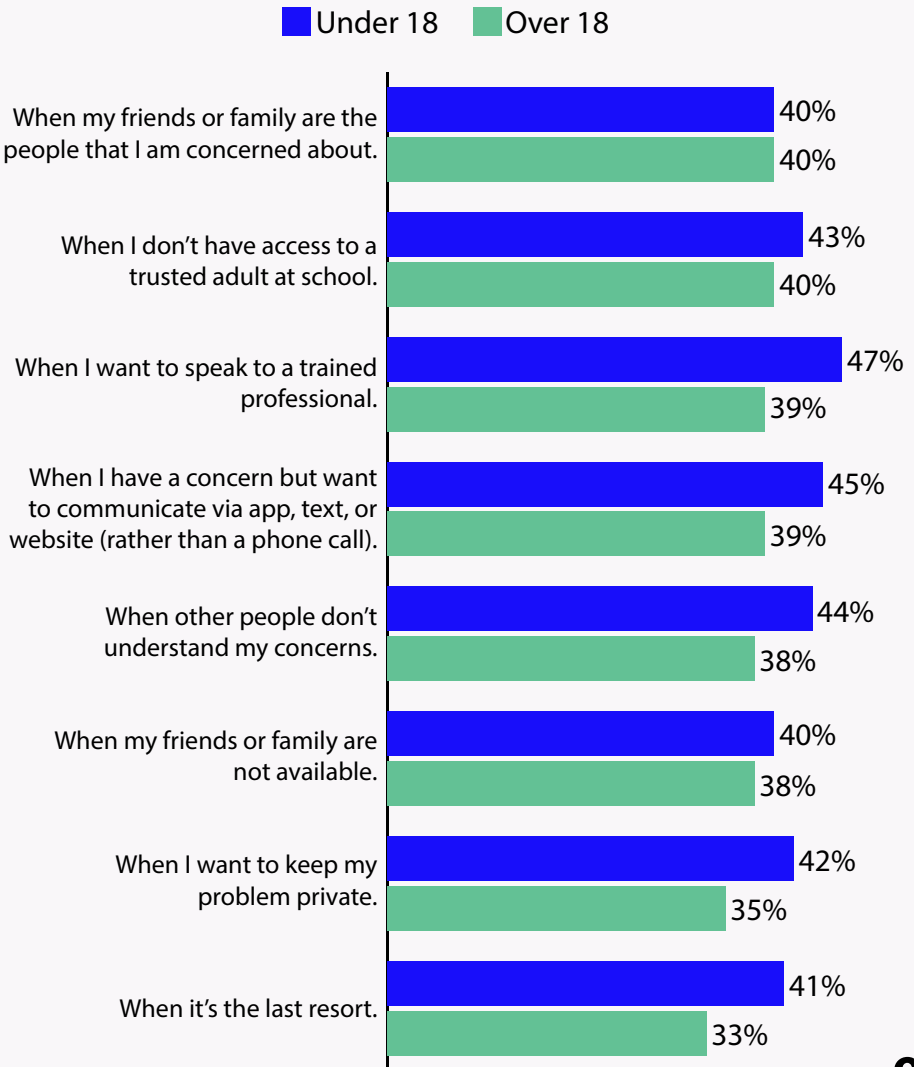
**Exhibit 3: Most Relevant Issues That Are Not Adequately Addressed By Other Resources**



### 3. When Youth Would Contact the Washington Tipline

Talking to a trained professional and being able to communicate concerns via app, text, or website are the main reasons youth under 18 would contact the Washington Tipline. Older youth, however, reported being more likely to reach out to the program when they are concerned about family and friends and do not have access to a trusted adult at school.

**Exhibit 4: When Youth Are Most Likely To Call a Tipline**



In the open-ended section youth provided examples of when they could have contacted a resource like the Washington Tipline to report concerns regarding family and friends.

***“A time where I could have called a help line was when a person I knew tried killing themselves because they were stressed during school while it was finals week.”***

***“My mom has epilepsy, so it was scary when she would have seizures. If one’s parents has a medical condition that would be a great time for a helpline.”***

***“I have a friend who is not safe at home with her caregiver. They are having a hard time moving out and establishing themselves without help from an adult.”***

Youth also provided examples of concerns about their safety and well-being that the Washington Tipline could address.

***“If I’m having a panic attack or depressive episode at 2 AM.”***

***“When I don’t know what direction my life is going, maybe I turn to the hotline.”***

***“When I was in an abusive relationship at the age of 17, with a much older person.”***

Youth also shared past situations when the resources available were not enough, and the Washington Tipline could have benefited them.

***“When I didn’t have access to therapy.”***

***“In middle school, some kids threatened to beat me up and the school wouldn’t do anything, and they ignored my mom.”***

***“It could have definitely been helpful when I was getting sexually assaulted and was afraid to call 911 as I am a POC<sup>13</sup> trans individual.”***

***“A family member had a mental breakdown and instead of getting him help he was sent to juvenile detention because there weren’t other resources for him.”***

#### 4. Building Trust

Because trust is critical for the effectiveness of the Washington Tipline, the survey asked youth what would make them trust and use the program. Youth reported they would trust the Washington Tipline if their personal information is kept private, the person they are speaking to addresses their concerns, and their conversation is not shared with third parties. Youth also expressed not involving the police as a factor for building trust between them and the program, especially for those over 18.

When asked what privacy means to them, youth highlighted the importance of having control over who has access to the information they are sharing, not sharing their information with third parties and law enforcement, and not sharing details of the conversation with people they know. More specifically, most respondents want their information to be kept private from the school, the people they know (including families and friends), and law enforcement.

LGBTQIA2S+ and BIPOC youth are particularly concerned about their privacy, as shown in the comments below.

***“Please. Please no police. Having the police leads to LGBTQ+,<sup>14</sup> BIPOC, and other marginalized communities to use these resources less, and they might need it the most.”***

***“LGBTQIA2S+ community needs/require privacy to prevent victimization.”***

Youth also recognized that in some cases, sharing their information and contacting law enforcement will be necessary to prevent tragedies.

***“Would prefer it to be untraceable unless there is a threat to others reported.”***

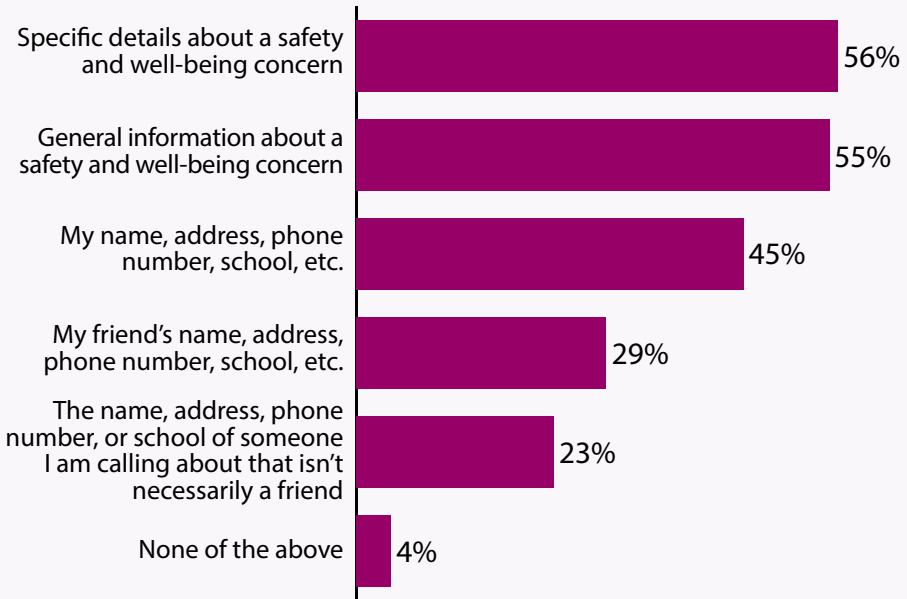
***“Not shared with others unless I am suicidal or threat to others.”***

***“I think that for the well-being line to be successful, privacy is important. However, I believe that if someone were in danger, it would be appropriate to contact law enforcement.”***

While youth value privacy, nearly half of respondents expressed being comfortable sharing details about the incident and their personal information. However, fewer are comfortable sharing information about their friend or a third party.



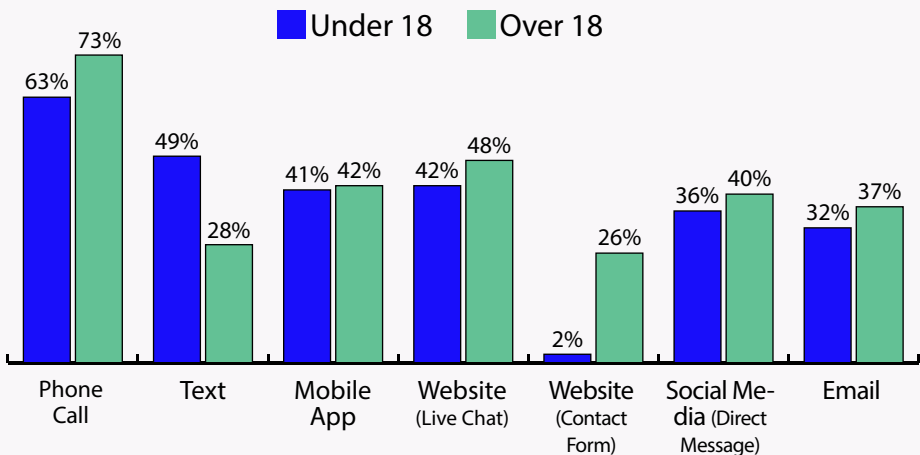
## Exhibit 5: What Information Would Youth Feel Comfortable Sharing



### 5. Contacting the Tipline

Most youth reported calling as their preferred method for contacting the Washington Tipline. Other options are texting, live chat, or a mobile app. When it comes to features of the mobile app, simplicity, anonymity, and not having to speak verbally with someone are the top preferences. Overall, it is important for youth to know the program is acting to address their concerns, which they also mentioned as critical for trusting the program.

## Exhibit 6: How Would Youth Like to Contact a Tipline



Finally, youth reported wanting to talk to a trained professional when contacting the Washington Tipline, as well as someone who has gone through a similar experience.

### **Future Outreach and Engagement Work**

The survey also collected input from youth on marketing and branding, language accessibility, user interface design elements, and program name. Other data points collected include languages youth speak at home besides English, education status, and social media use. The AGO Youth Outreach & Engagement Team will use the data collected to inform future engagement and marketing decisions to ensure the program resonates with youth and is equally reaching them all over the state. Future steps for the AGO Youth Outreach & Engagement Team will also include using a Human-Centered Design (HCD)<sup>15</sup> model to continue gathering input from youth, and revisit and refine some of the survey findings.

### **AGO's Vision for the Program**

Considering the perspectives that youth shared in the surveys, the AGO's vision for the Washington Tipline is to build a holistic program that meets behavioral health needs by linking youth to existing systems of support. It will respond to a wide range of tips related to youth safety and well-being, especially concerning youth behavioral health needs, such as depression, anxiety, self-harm, and suicide. In addition to its youth-centered approach, the AGO Youth Program Team uses an antiracist, and trauma-informed program lens. Guiding definitions can be found in Appendix B.

**“Research shows that youth who contact tiplines are most likely to report on issues related to bullying and behavioral health needs.”**

The vision for the Washington Tipline also results from the 12 months of work the AGO Youth Program Team has done, which includes researching and meeting with other states that have developed tipline programs across the country. This research shows that youth who contact tiplines are most likely to report on issues related to bullying and behavioral health needs, primarily suicide,<sup>16</sup> which aligns with concerns youth indicated in the surveys.

Because other states' tiplines center on preventing violence in schools, they depend heavily on the K-12 system for the program to function. To build a more inclusive program that will not solely serve youth enrolled in public schools and to avoid overwhelming the K-12 system, the AGO Youth Program Team is including public safety and behavioral health systems in the program development and implementation. For instance, systems such as the 988 Suicide & Crisis Lifeline, local behavioral health services, 911, local law enforcement, and Child Protective Services will have a role in responding to youth tips from the Washington Tipline.

In an effort to ensure the creation of a program with equitable outcomes across the state, the AGO Youth Program Team applies a racial equity lens to all areas of this project by analyzing its decision-making process and assessing recommendations from the Washington Youth Safety and Well-being Tipline Advisory Committee. Dialogues around reducing bias and avoiding unnecessary involvement with law enforcement are recurrent in advisory committee meetings. The AGO Youth Program Team is working with the committee to develop strategies to prevent unintended negative impacts on vulnerable youth, especially those who identify as BIPOC.

The AGO Youth Program Team's trauma-informed approach consists of creating strategies to prevent unintended harm. This includes learning from youth, youth programs, and state tiplines and using this knowledge to forecast and avoid situations that might traumatize or re-traumatize youth. Additionally, the AGO Youth Program Team and advisory committee work on policies and procedures that will guide the operationalization of this program to ensure youth are connected to the resources they need.

**"The Washington Tipline strives to be antiracist, trauma-informed and youth-centered."**

(Page 22)

To be youth-centered, in addition to collecting youth's input via surveys, the AGO Youth Outreach & Engagement Team does a significant amount of outreach to youth representing historically excluded communities.<sup>17</sup> This includes communicating with youth about the program and collecting their feedback. Additionally, the AGO Youth Outreach & Engagement Team is proposing to use an HCD model to gather recommendations from youth on creating a shared-power model where their input concerning the program's development and implementation is incorporated into the program.

# Activities of the AGO Youth Program Team



*The AGO Youth Program Team. From left to right: Monserrat Jauregui, Erica Chang, Clarissa Lacerda, Camille Goldy.*

The AGO Youth Program Team began the process of creating the Washington Tipline in August 2021. Camille Goldy, the Youth Program Manager, sets the vision and leads the team. Clarissa Lacerda, the Youth Policy Analyst, convenes the Washington Youth Safety and Well-being Tipline Advisory Committee. Monserrat Jauregui, the Youth Outreach Lead and Erica Chang, the Youth Outreach Coordinator, develop relationships with communities, including youth and youth-serving organizations, families, educators, behavioral health providers, and law enforcement.

## **AGO Youth Outreach & Engagement Work**

The AGO Youth Outreach & Engagement Team is conducting a statewide scan of youth-serving organizations, particularly those that serve the most vulnerable and underserved youth. The team is meeting with these organizations and youth to initiate relationships and learn more about youth safety and well-being needs and desired tip responses. So far, the AGO Youth Outreach & Engagement Team has contacted 600 organizations and groups from various sectors, ranging from state agencies and community-based organizations to youth boards and commissions, and met with 260 of these organizations.

The work of the AGO Youth Outreach & Engagement Team:

- Builds relationships with diverse communities;
- Gathers community input for the design and execution of the Washington Tipline;
- Crafts policies that reflect the goals of the Legislature and the perspectives of communities;
- Creates a program with youth perspectives at the forefront; and,
- Listens to and uplifts the voices of vulnerable youth.

Beginning in March 2022, the AGO Youth Outreach & Engagement Team started meeting with youth boards, commissions, advisory committees, and coalitions working with government, city agencies, and non-profit organizations. They asked the youth about their governance structures, how they are involved in decision-making, if they are compensated for their participation, why they joined the group, and what they hoped to get out of the experience. The knowledge acquired from these meetings led the team to propose a plan for involving youth in the development and implementation of the Washington Tipline, which includes using an HCD model.

### **Washington Youth Safety and Well-being Tipline Advisory Committee**

The AGO convenes the Washington Youth Safety and Well-being Tipline Advisory Committee as directed by the Legislature.<sup>18</sup> The Committee has 18 members, representing health, behavioral health, public safety, law enforcement, school districts, higher education, legal aid, and child protective services. The current advisory committee membership roster can be found in Appendix C, page 13.

The purpose of the advisory committee is to advise the AGO as it develops processes for risk and threat assessment, referral and follow-up, data retention, and confidentiality for the Washington Tipline (see Appendix C). Although the committee provides recommendations to the AGO, it is not a policy or rule-making body.

**“The Committee has 18 members, representing health, behavioral health, public safety, law enforcement, school districts, higher education, legal aid, and child protective services.”**

The Washington Youth Safety and Well-being Tipline Advisory Committee is charged with:

- Assessing tips based on the level of severity, urgency, and assistance needed using best triage practices;
- Risk assessment for referral of persons contacting the program;
- Threat assessment that identifies circumstances requiring the Washington Tipline to alert law enforcement, mental health services, or other first responders immediately when immediate emergency response to a tip is warranted;
- Referral and follow-up on tips to schools or postsecondary institution teams, local crisis services, law enforcement, and other entities;
- Data retention and reporting requirements;
- Ensuring the confidentiality of persons submitting a tip and to allow for disclosure when necessary to respond to a specific emergency threat to life; and
- Systematic review, analysis, and reporting of Washington Tipline data including, but not limited to program utilization, and evaluating whether the program is implemented equitably across the state.

The advisory committee meets on the second Wednesday of each month from 1:00 p.m. to 2:30 p.m. Meeting agendas and notes are available on the Washington Tipline web page.<sup>19</sup> See Appendix D for a summary of the meeting notes.

## Washington Youth Safety and Well-being Tipline Advisory Committee Progress Report

The AGO Youth Program Team conducts research, drafts, and presents materials to the advisory committee related to the various components of the Washington Tipline program. Advisory committee members routinely provide feedback from the perspectives of their respective constituencies. The materials the advisory committee and the AGO Youth Program Team have put together between January and November 2022 are below.

- **Systems Inventory:** An initial inventory of systems at the local, regional, and state levels that can support or partner in the Washington Tipline referral and response process. The AGO Youth Program Team and advisory committee divided these systems into behavioral health, education, and public safety fields.
- **Urgency Levels and Tip Categories Table:** This table contains definitions of urgent, critical, non-critical, and other tips, as well as tip categories that fall into those groups.
- **Proposed Tipline Flowchart:** A diagram delineating the steps for a tip response. It outlines tip responder organizations and when Washington Tipline should refer youth to them based on the urgency level of the tip.
- **Tip Category Glossary:** This documents clear definitions for each tip category. These definitions align with state statutes and other services. The Tip Category Glossary will guide Washington Tipline call center staff as they triage tips and refer youth to appropriate services and supports. The AGO Youth Program Team and advisory committee worked together to develop this glossary.
- **Tip Category Flowchart:** A diagram detailing the tip response process. It contains four steps the call center will take when responding to a tip:
  1. Identify tip category – call center staff will ask youth to describe the incident and provide as much detail as possible;
  2. Determine tip urgency level – call center staff will ask additional questions to youth to identify tip urgency level;
  3. Referral – call center staff will contact, refer or transfer youth to appropriate resources; and
  4. Close the tip – the agency that received the tip submits an After Action Report<sup>20</sup> describing how they handled the situation.

# Next Steps

## **Vendor Updates and Launch of the Program**

As required by the proviso, the AGO must conduct a competitive procurement process to contract with a vendor to develop and run the technology, tip receipt, and triage process for the program. The AGO conducted a Request For Information (RFI) on February 14, 2022 to learn more from potential vendors about the marketplace for this type of work. Using the information from the RFI and the process developed by the advisory committee, the AGO launched a Request For Proposals (RFP) on November 8, 2022. The AGO anticipates naming an Apparent Successful Bidder in spring 2023 based on the results of the competitive procurement.

Once the Washington Tipline goes live, the AGO Youth Program Team will conduct an ongoing evaluation to assess whether the program is aligned with the AGO's vision, is implemented equitably across the state, and achieving its desired outcomes. Data collected through the implementation of this program will help the AGO continuously improve the program and experience for youth.

## **Washington Youth Safety and Well-being Tipline Advisory Committee**

In 2023, the advisory committee plans to focus its efforts on:

- Developing a Best Practices Toolkit for tip responders, including behavioral health services, law enforcement, and schools;
- Reviewing and analyzing tips received and responded to by the program;
- Evaluating whether the program is being implemented equitably across the state;
- Proposing solutions for challenges that arise in regards to program utilization and tip responses;
- Working with tip responders and other stakeholders to ensure tip responses are appropriate and proportional;
- Promoting the program; and
- Researching and creating recommendations about necessary changes to the program.



## Outreach and Engagement

The AGO envisions that a diverse group of youth will co-design<sup>21</sup> with the AGO Youth Program Team a process for ongoing youth input in shaping the program development, implementation, and evaluation.

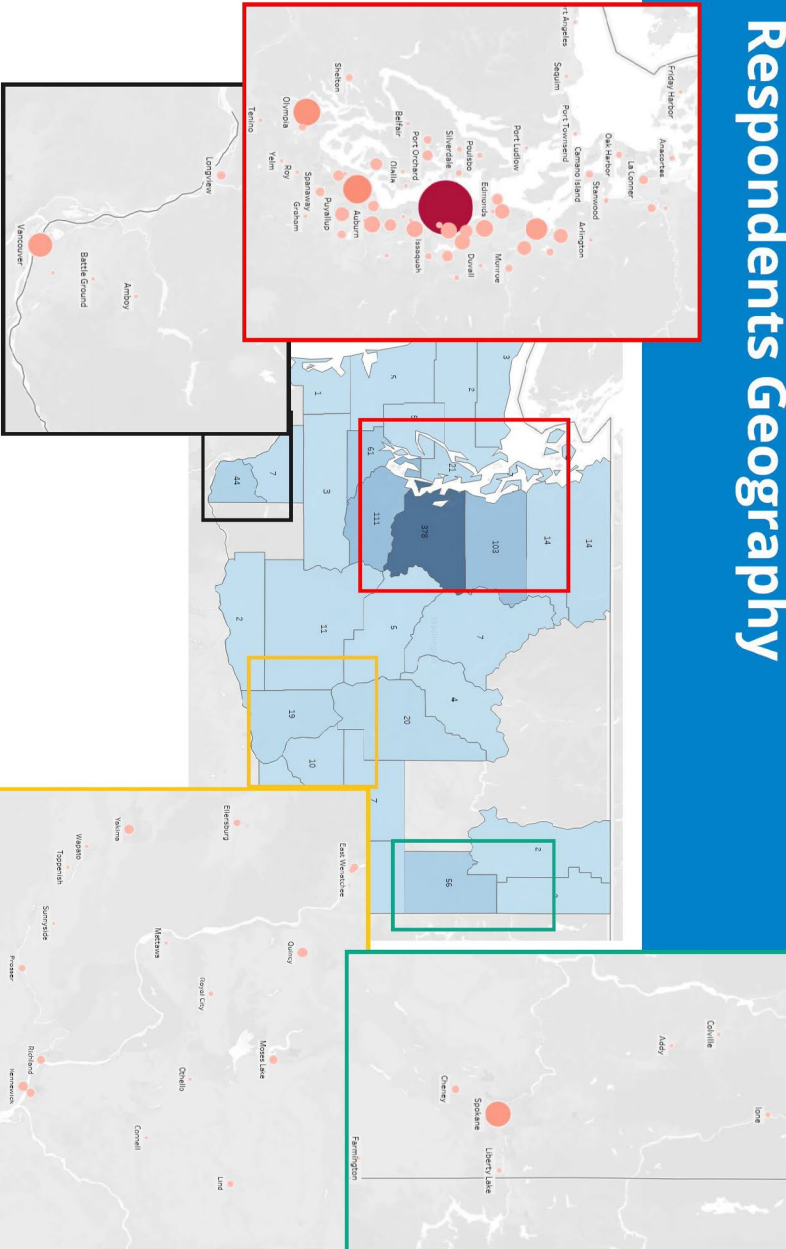
The AGO Youth Program Team seeks to build meaningful relationships with youth so they can see the outcomes of their recommendations operationalize and inform policy. Additionally, youth will obtain new knowledge, skills, and abilities through training and participation, and receive an honorarium for their work and lived expertise. The goal is for youth to see the Washington Tipline as a resource they can trust and refer to their friends. The AGO Youth Outreach & Engagement Team will receive ongoing input from youth and work with the AGO and the Washington Youth Safety and Well-being Tipline Advisory Committee to incorporate their recommendations into the program.



# APPENDICES

## Appendix A – Participants by Washington County of Residence

### Respondents Geography



## Appendix B – Tipline Antiracism, Youth-centered and Trauma-informed Vision

The Washington Tipline strives to be antiracist, trauma-informed and youth-centered. The definitions below were crafted by the AGO Youth Program Team and are used in internal decision-making and for communicating to stakeholders about the vision of the program.

<b>Antiracism</b>
Antiracism is an individual commitment to the learning and un-learning required to locate the problems, concerns, and policies that promote racism and doing one’s best to eradicate and/or change them. We are committed to recognizing, addressing, and eradicating all forms of racism within the scope of our work. We acknowledge that racism and discrimination are embedded into organizational structures, policies, and systems, and that we must, at all times, utilize an anti-racist lens to identify practices that perpetuate white supremacy and discrimination.
<b>Youth-centered</b>
Re-orienting the way we think and see things by having youth actively participate in program planning, implementation, evaluation and focusing on what is important to youth now and acting upon this in alliance with their family, friends, stakeholders and other experts.
<b>Trauma-informed</b>
Trauma can be experienced on an individual and collective level both consciously and unconsciously. The Washington Tipline program strives to be trauma-informed by acknowledging that every individual may have experienced trauma in their lives and using this knowledge to avoid re-traumatizing and doing more harm to youth. Awareness of lingering symptoms of trauma and helping youth identify and reduce distress and problems related to that trauma is how we can be trauma-informed.

# Appendix C – Washington Youth Safety and Well-being Tipline Advisory Committee Charter

## TIPLINE ADVISORY COMMITTEE

### CHARTER

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#### I. AUTHORITY, PURPOSE & SCOPE OF WORK

Authority: The Advisory Committee is established pursuant to Engrossed Substitute Senate Bill 5092 (2021).

The legislature appropriated funds in the 2021 legislative session for the Office of the Attorney General to (1) convene an Advisory Committee; and (2) develop and implement a statewide Tipline Program. The Tipline is a program for receiving and responding to tips from the public regarding risks or potential risks to the safety and well-being of youth. The program will empower youth to learn about local resources available to them and to share their concerns about individuals that could be at risk to harm themselves or others. The Tipline Program as well as the Advisory Committee will strive to be trauma-informed, anti-racist, and informed by youth voice.

Purpose: The purpose of the Advisory Committee is to advise the Office of the Attorney General as it develops processes for risk assessment, threat assessment, referral and follow-up, data retention, and confidentiality of the Tipline Program.

Scope: The Advisory Committee will provide recommendations to the Office of the Attorney General, but is not a policy or rule-making body. The Advisory Committee is charged with:

- Researching, reviewing, and making recommendations for best practice protocols for coordinated community responses to youth safety and well-being as they contact the Tipline, including but not limited to:
  - Access to behavioral health, education services, and law enforcement services;
  - Data retention and information-sharing among responding professionals and service providers, while

- maintaining youth confidentiality;
- Processes for risk and threat assessment of tips received; and
- Processes for referral and follow-up to ensure youth will receive timely assistance as they provide tips.

The Advisory Committee’s recommendations will be reviewed by Assistant Attorneys General and taken into consideration as the agency develops a Request for Proposals and negotiates terms with a Tipline vendor.

Duration: The Advisory Committee must hold a minimum of one meeting monthly and submit initial findings and recommendations to the Office of the Attorney General by June 2022. The work of the Advisory Committee concludes January 31<sup>st</sup>, 2023. However, additional meetings may be scheduled as the work unfolds, and committee representatives will be informed one month in advance. The Office of the Attorney General may determine that the Advisory Committee continues meeting beyond January 2023 and will communicate this with members by November 2022.

**II. MEMBERSHIP**

Composition: The Advisory Committee has 18 members, representing health, law enforcement, school districts, higher education, legal aid, and child protective services.

Name	Affiliation	Appointed by the State Legislature
<b>Health</b>		
Diana Cockrell	Washington State Health Care Authority	Yes
Kallie Kurtz	Washington State Department of Health	Yes
Kirk Williamson	Benton Franklin Community Health Alliance	No
Larry Wright	UW Forefront Suicide Prevention Center	No

Maithri Sarangam	Seattle Indian Health Board	No
<b>Education</b>		
Abigail Westbrook	Washington State School Directors' Association	No
Chris Weedin	Washington Association of Educational Service Districts	Yes
Ella DeVerse	Washington Office of Superintendent of Public Instruction	Yes
Liz Pray	Washington Education Association	No
Roz Thompson	Association of Washington School Principals	No
Sam Loftin	Washington Student Achievement Council	Yes
Tanya Aggar	Washington State Parent and Teacher Association	No
<b>Law Enforcement</b>		
Adam Wasserman	Washington Emergency Management Division	No
Brian George	Washington State Fusion Center	No
Carri Gordon	Washington State Patrol	Yes
Kevin Fuhr	Washington Association of Sheriffs & Police Chiefs	No
<b>Civil Rights</b>		
Karen Pillar	TeamChild	No
<b>Child Protective Services</b>		
Gavyn Tann	Washington State Department of Children, Youth, & Families	No
<b>Committee Staff and Contractors (non-voting)</b>		
Camille Goldy	Office of the Attorney General, Policy Division	N/A

Clarissa Lacerda	Office of the Attorney General, Policy Unit	N/A
Erica Chang	Office of the Attorney General, Policy Unit	N/A
Monserrat Jauregui	Office of the Attorney General, Policy Unit	N/A
Sahar Fathi	Office of the Attorney General, Policy Unit	N/A
Linda Hoage	Office of the Attorney General, Information Services	N/A
Megan Osborne	Maike & Associates	N/A
Michelle Maike	Maike & Associates	N/A

It is intended that the Advisory Committee will leverage the expertise and insights of its membership and respective stakeholder constituencies. Advisory Committee members are not directly responsible for managing project activities, but will assist the project by:

- Playing an active role by attending meetings (remotely) and participating in discussions;
- Communicating information and positions openly, respectfully, and in a timely fashion;
- Offering specific expertise when appropriate, including identifying emerging issues or points of concern;
- Providing thoughtful ideas for consideration by the Advisory Committee;
- Listening to and evaluating ideas with an open mind and an interest in multiple and diverse perspectives;
- Relaying information to their respective constituencies about Advisory Committee activities and gathering information from their constituencies to share with the Advisory Committee;
- Maintaining a cooperative disposition that demonstrates the belief that the Advisory Committee work together is better than any individual member could do on their own;
- Working toward consensus by including and connecting diverse ideas; and
- Contributing in good faith to final recommendations that reflect the shared purpose and common interests of the Advisory Committee.

Non-Members: Meetings will be open to the public. The Advisory Committee may allow for comments from non-member attendees, time permitting. Comments must be relevant to the subject under consideration, may be temporally limited, and may not be disruptive, as determined by the meeting facilitator.

### III. MEETINGS

Meetings are expected to last 90 minutes and will not extend past the time as stated on the agenda without the consent of the majority of the members attending that meeting.

Notification: The Office of the Attorney General will send notices that include the date, time, and place of the meeting, and will create agendas indicating the business to be transacted. The Office of the Attorney General will endeavor to send meeting agendas 2 days in advance, and will send agendas no later than 24 hours in advance.

Voting Process: The Office of the Attorney General will facilitate Advisory Committee meetings, soliciting votes as follows:

- Solicit proposals for recommendations.
- Open discussion on the topic, soliciting opinions from all members.
- Use facts and issues raised in discussion to generate potential alternatives.
- At the conclusion of the discussion, allow for feedback on unresolved issues related to the topic.
- Solicit final comments.
- Each member will be asked to vote openly on the proposed recommendations. No secret ballots will be allowed.

Meeting Decorum: For video conferences, group members are asked to use these meeting practices:

1. Mute yourself when you are not talking;
2. Be on camera if possible;
3. Use the rename function to post the name you prefer to be called and your representing entity in the meeting;
4. Limit background distractions to the extent possible;
5. Let the speaker finish their thought; and
6. Use the raised hand function to request a turn to talk.

Additionally, these social practices will help ensure our productivity:

1. Seek multiple perspectives;
2. Maintain a flexible and open mind;
3. Listen from the speaker's point of view;
4. Confront ideas not people;
5. Pose questions rather than disagreements;



6. Respect time limitations; and
7. Work toward consensus and our shared purpose and common interests.

Statement of Position: Advisory Committee members wishing to establish a position in writing may do so. Statements of position received prior to or during a meeting will be shared with the Advisory Committee by the facilitator. The facilitator has the responsibility to share the statements of position expressed by members during relevant discussion. However, the role of the facilitator is not to support or defend the positions expressed.

Location: Advisory Committee meetings will be held virtually using a video conference platform. If public health conditions allow for meeting in person, meetings will generally be held at the offices of the Attorney General, but may also be held at other sites as deemed appropriate. Participation by video and teleconference will also be provided.

#### IV. COMMUNICATIONS

All email and other electronic communication to the Advisory Committee are subject to relevant public records laws and disclosure. To help ensure compliance with the retention requirements for public records, all non-transitory email correspondence should be cc'd or forwarded to Clarissa Lacerda (clarissa.debarroslacerda@atg.wa.gov). In addition, although the Advisory Committee is primarily advisory in nature, all “decisions” of the Advisory Committee must be made in the open during working group meetings.

Meeting Minutes: Meeting notes summarizing the highlights of the previous meeting will be prepared by the Office of the Attorney General and distributed to the Advisory Committee members. Meeting notes will be provided for consideration in the meeting following. Meeting notes shall include, at a minimum, the following information:

- i. Date, time, location of the meeting, and a list of members in attendance;
- ii. A summary of discussion topics; and
- iii. The outcome of proposals and recommendations.

**Appendix D - Meeting Schedule and Committee Progress Report  
2022**

<b>January 12</b>
<ul style="list-style-type: none"><li>• Reviewed Tipline history in Washington and presented AGO’s vision for the program.</li><li>• Outlined the Tipline Advisory Committee Charter describing how the group would operate and asked committee members to provide feedback via email.</li><li>• Presented Open Public Meetings Act (OPMA) &amp; Public Records Laws.</li></ul>
<b>January 26</b>
<ul style="list-style-type: none"><li>• Advisory committee members adopted the charter.</li><li>• AGO staff presented an overview of the development of tiplines nationwide, including most reported tip categories, referral process, and lessons learned.</li><li>• Department of Health (DOH) updated the committee on the development of 988 in Washington.</li><li>• AGO team introduced the concept of Systems Inventory and asked Committee members to list systems that exist statewide and can support/be a partner in the Tipline process. The meeting ended with a group discussion.</li></ul>
<b>February 9</b>
<ul style="list-style-type: none"><li>• AGO Youth Outreach &amp; Engagement Team updated the advisory committee on their work, including their mission, vision, and values. The presentation also included AGO’s youth engagement strategy for the Washington Tipline.</li><li>• AGO staff presented a summary of the Systems Inventory committee members populated during the January 26<sup>th</sup> meeting.</li><li>• The committee engaged in an initial review and discussion on the proposed Tip Categories &amp; Urgency Levels Table and Flowchart.</li></ul>

### **March 9**

- AGO Youth Outreach & Engagement Team updated the advisory committee on their work, including the Tipline Outreach Two-pager (Appendix E) that contains information about the Washington Tipline, its intended outcomes, goals for community outreach, guiding principles, strategies in the process of conducting outreach, and topics for input from community-based organizations and youth.
- AGO staff presented an overview of the Washington Tipline RFI process and reviewed changes to the proposed Tip Categories & Urgency Levels Table and Flowchart reflective of feedback from February 9<sup>th</sup> meeting.
- Committee members were divided into small groups to brainstorm and document how their collective systems would respond to a critical and a non-critical tip based on tip scenarios.

### **April 13**

- AGO Youth Outreach & Engagement Team updated the advisory committee on their work and the process to contract with a vendor to launch the youth surveys that will collect input from youth regarding the Washington Tipline.
- AGO staff updated the committee on the RFI process for the Washington Tipline call center vendor.
- The meeting also included a summary of steps the committee has taken since March, key takeaways from the Tip Urgency Level Sub-group, and next steps.

### **May 11**

- AGO Youth Outreach & Engagement Team updated the advisory committee on their work, including information about the youth surveys and research to learn more about youth-led advisory committees, commissions, and boards.
- AGO staff presented a summary of changes to the Tip Categories & Urgency Levels Table reflective of feedback from the April 13<sup>th</sup> meeting.
- The committee engaged in a discussion regarding the Tip Category Glossary and Tip Category Flowchart.

## June 8

- AGO Youth Outreach & Engagement Team updated the advisory committee on their work, including a presentation about alternative approaches to engage with youth. The concept of Human-Centered Design (HCD) for youth engagement was introduced and explained how the team hopes to use this model to gather input from youth on the development and implementation of the Washington Tipline.
- AGO staff briefly summarized changes to the Tip Category Glossary, reviewed the Tip Process discussed in the May 11<sup>th</sup> meeting and summarized overall tip process development to date.
- Committee members completed a Zoom poll informing the AGO of the pieces of information they want to see in a Tip Form<sup>22</sup> and shared their perspectives on the After Action Report.

## July 13

- AGO Youth Outreach & Engagement Team updated the advisory committee on their work, including the first youth survey and outreach efforts to youth, communities, and other stakeholders.
- AGO staff briefly reviewed materials and discussion from the June 8<sup>th</sup> meeting, including the proposed Tip Process, proposed Tip Flowchart, Tip Form poll results and discussion, After Action Report, and Severity Assessment Questions.<sup>23</sup>
- Committee members completed the Referral Pathways Survey indicating their recommended primary, secondary, and tertiary (as appropriate) referral entities for each tip category.

## August 10

- AGO Youth Outreach & Engagement Team updated the advisory committee on their work, including information related to the first youth survey (which launched in July).
- AGO staff updated the committee on the RFP development process for a vendor.
- The meeting included a review of the discussion from the July 13<sup>th</sup> meeting, presentation of the results from the Referral Pathways Survey, and an initial discussion of potential training for the Washington Tipline call center.

**September 14**

- The September meeting was canceled. The AGO Youth Program Team met with advisory committee members individually to discuss training recommendations and resources for the call center.

**October 12**

- The Vida Agency (Vida) presented the results from the youth surveys.
- AGO staff presented the Tipline Advisory Committee Progress Report, which documents the process and progress of the committee for the period of January to August 2022. The report was completed by contractor Maike & Associates, LLC. The presentation included a summary of the steps the committee has taken on the development of a tipline framework, and highlighted the questions, concerns, and discussions that have occurred as part of the committee's work since January.
- AGO staff also updated the committee on the RFP development process for a vendor.

**November 9**

- AGO Youth Outreach & Engagement Team updated the advisory committee on their work, including the number of organizations they have contacted over the past 12 months, where they are located, and what regions they are having difficulty reaching.
- AGO staff summarized the conversations held in September regarding training needs for the call center. The presentation included the types of training committee members and other stakeholders suggested and other skills and knowledge expected from individuals who will be receiving tips from youth.
- The meeting also included a discussion about data collection, evaluation, and what success looks like for this program.

## **Appendix E – Tipline Outreach Two-pager**

### **Introduction**

Following the publication of the report<sup>24</sup> from the 2020 Youth Safety and Well-being Statewide Reporting Tool Workgroup and authorized by a budget proviso,<sup>25</sup> the Office of the Attorney General is required to develop a statewide youth safety and well-being tipline that will be accessible 24 hours a day, seven days a week. Youth (ages 0-25) identified through the Washington State Tipline will be provided with the appropriate resources or triaged to appropriate interventions within the state. The AGO will be contracting with a vendor through a competitive procurement process. The identified vendor will run the Washington Tipline with oversight from the AGO.

### **Intended Outcomes**

We envision that the Washington Tipline will provide ways to report safety and well-being concerns to help prevent tragedies and violence. In particular, it will:

- Receive and respond to tips regarding risks or potential risks to the safety and well-being of youth 24 hours a day, seven days a week, 365 days a year;
- Will be available for youth to reach out via text, app, web form or phone call;
- Will be for reports about one's own safety or well-being, or reports of other individuals who could be at risk to harm themselves or others; and,
- Will strive to be trauma-informed, anti-racist, and youth centered.

### **Goals for Community Outreach**

- Build relationships;
- Gather community input for the design and execution of the Washington Tipline;
- Craft policies that reflect the goals of the Legislature and the perspectives of our communities;
- Create a program with youth perspectives at the forefront; and,
- Listen to and uplift the voices of impacted, vulnerable, and Black, Indigenous and People of Color (BIPOC) communities.

### **Guiding Principles and Strategies in our Process**

- Support community members to voice their needs, concerns, questions, and suggestions;
- Integrate the experiences and expertise of disproportionately harmed communities, including BIPOC groups, as well as people with disabilities and behavioral health needs; and,
- Engage in follow-up conversations and maintain community relationships.

### **Topics for Input (non-exhaustive list)**

- 1) Strategies for Washington Tipline interactions with vulnerable and marginalized youth.
- 2) Strategies to create, sustain, and continue relationships with those who identify as underrepresented and/or historically excluded.
- 3) Common understanding for the following words: “safety,” “safe space,” “harm,” “self-harm,” “threat,” “risk,” and “warm handoff.”
- 4) Strategies for stakeholder trainings on the topics of equity, biases, and anti-racism.

### **Guiding Questions (non-exhaustive list)**

We are in the early stages of developing the Washington Tipline and we would like your input:

- 1) What is most important to your work and your organization right now?
- 2) How have you stayed engaged with other organizations/communities during the pandemic?
- 3) Does your organization offer services in other languages or translate documents into other languages?
- 4) What are your goals for the Tipline policies? What are your concerns about the development process, final result, and outcomes of the policies?
- 5) How can the Tipline policies help make everyone in the community safer, especially youth?
- 6) In what ways can our policies address anti-racism, equity, inclusion, safety and mental health concerns?
- 7) Whom else should we be talking to in your network?

### **Incorporating Input from the Community**

How we plan to go forward with your input:

- Request feedback on tip urgency levels and tip category language;
- Report input to the advisory committee;
- Produce a best practice toolkit informed by youth on their recommendations for responding to tips that aligns with an antiracist, trauma-informed, and youth-informed lens;
- Communicate input to youth crisis response systems;
- Collect data on tips and tip responses to inform a continuous improvement process; and,
- Revisit conversations with stakeholders and partners for continuous improvement.

## Endnotes

1: Washington State Department of Health. (2022). *COVID-19 Behavioral Health Support Guidance for Children, Youth, and Teens in Crisis* [Press release]. <https://doh.wa.gov/sites/default/files/2022-03/821-164-BehavioralHealthGuidanceYouthInCrisis.pdf>

2: For the purpose of this report, this program is being referred to as Washington Youth Safety and Well-being Tipline. However, this is not the final name of the program and it will change based on feedback provided by youth.

3: Washington State Office of the Attorney General Bob Ferguson. (2021, July). *Youth Safety and Well-being Statewide Reporting Tool Work Group*. <https://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/2020%20Tip%20Line%20Report.pdf>

4: ESSB 5092 – 67<sup>th</sup> Legislature (2021-2022): *Making 2021-2023 fiscal biennium operating appropriations*. <https://lawfilesexternal.wa.gov/biennium/2021-22/Pdf/Bills/Senate%20Passed%20Legislature/5092-S.PL.pdf?q=20220824093727>

5: A journey map is a visualization of the process that youth will go through to contact the Tipline and receive the services they need. It includes when youth would use the program, how they will contact the program, who they wish to talk to, and what they hope to get from it.

6: 82% of survey respondents agreed with the following definition of Safety and well-being: Safety and well-being together is your overall sense of security and satisfaction with your life. It includes all your different perceptions and feelings about the world and how you fit into it (like a sense of security and happiness) as well as your social attributes (like getting your basic needs met).

7: According to the Association of State and Territorial Health Officials “Adverse childhood experiences (ACEs) are household traumas (e.g., being physically or sexually abused, having a caregiver with a substance use or mental health problem) and community adversities (e.g., inter-personal discrimination, witnessing community violence) experienced before age 18.” See <https://www.astho.org/globalassets/report/policy-considerations-for-preventing-aces.pdf>

8: *Healthy Youth Survey and Youth Suicide Facts*. (n.d.). Washington State Department of Health. <https://doh.wa.gov/you-and-your-family/injury-and-violence-prevention/suicide-prevention/youth-suicide-prevention/youth-suicide-faqs>

9: Substance Abuse and Mental Health Services Administration. (n.d.). *Double Jeopardy: COVID-19 and Behavioral Health Disparities for Black and Latino Communities in the U.S.* <https://www.samhsa.gov/sites/default/files/covid19-behavioral-health-disparities-black-latino-communities.pdf>

10: Ford, D. C., Ports, K. A., & Guinn, A. S. (2018). Prevalence of Adverse Childhood Experiences From the 2011-2014 Behavioral Risk Factor Surveillance System in 23 States. *JAMA Pediatrics*, 172(11), 1038. <https://doi.org/10.1001/jama.2018.1038>



[org/10.1001/jamapediatrics.2018.2537](https://doi.org/10.1001/jamapediatrics.2018.2537)

11: 14% identified as bisexual, 10% identified as gay or lesbian, 7% identified as another sexual orientation, and 3% identified as queer.

12: Office of the Superintendent of Public Instruction, Department of Health, & Health Care Authority. (2022). *Healthy Youth Survey 2021* [Dataset]. <https://www.askhys.net/FactSheets>

13: POC stands for Person of Color.

14: The acronym LGBTQ+ stands for Lesbian, Gay, Bisexual, and Transgender.

15: Human-Centered Design is a theoretical model that develops solutions to make processes and systems more usable and useful. It focuses on the users, their needs and requirements, understanding their community and environment, and creating options to eliminate obstacles.

16: For more information, see the following reports:

- Safe2Tell Colorado: [https://coag.gov/app/uploads/2021/12/Safe2Tell\\_Annual\\_Report\\_2020-2021.pdf](https://coag.gov/app/uploads/2021/12/Safe2Tell_Annual_Report_2020-2021.pdf)
- Safe Schools Maryland: <https://schoolsafety.maryland.gov/Documents/Reports-Docs/School%20Safety%20Annual%20Report-2021.pdf>
- OK2SAY Michigan: [https://www.michigan.gov/documents/ok-2say/2020\\_AnnualReport\\_MSP\\_ADA\\_ver13\\_724455\\_7.pdf](https://www.michigan.gov/documents/ok-2say/2020_AnnualReport_MSP_ADA_ver13_724455_7.pdf)
- Safe2Say Something Pennsylvania: <https://www.safe2saypa.org/wp-content/uploads/2021/08/2020-2021-Annual-Report-FINAL.pdf>
- SafeUT Utah: <https://safeut.org/sites/g/files/zrelqx271/files/media/documents/2021/2021%20SafeUT%20Annual%20Report%20-%20Optimized.pdf>
- Safe2Tell Wyoming: [https://www.safe2tellwy.org/\\_files/ugd/91152c\\_37d1ee65236c44d29d28b8f421b5e6ac.pdf](https://www.safe2tellwy.org/_files/ugd/91152c_37d1ee65236c44d29d28b8f421b5e6ac.pdf)
- Safe Oregon: <https://2a92d64405.nxcli.net/wp-content/uploads/2021/11/SafeOregonAnnualReport20202021.pdf>
- SafeVoice Nevada: <https://www.leg.state.nv.us/App/InterimCommittee/REL/Document/16089>

17: Identified youth categories: BIPOC, disabled, formerly incarcerated (interacted with justice system), foster care, homeless, immigrant, LEP, LGBTQIA2S+, low-income, military, neuro-divergent, refugees (asylees), rural, urban and rural indigenous communities, federally recognized tribes, and teen-age parents.

18: ESSB 5092 – 67<sup>th</sup> Legislature (2021-2022): *Making 2021-2023 fiscal biennium operating appropriations*. <https://lawfilesexternal.wa.gov/biennium/2021-22/Pdf/Bills/Senate%20Passed%20Legislature/5092-S.PL.pdf?q=20220824093727>

19: *Tipline Advisory Committee (TAC)*. (2021). Washington State Office of the Attorney General. <https://www.atg.wa.gov/Tipline-Advisory-Committee>

20: The After Action Report is a form tip responders fill out to report on how they handled a tip received through the Tipline. Examples from other states:

- Safe2Tell Wyoming: <https://www.p3tips.com/DispoForm.aspx?ID=334>
- OK2SAY: <https://www.michigan.gov/ok2say/panel-square-images/outcome/ok2say-outcome-report>

21: Co-design is the act of creating with stakeholders within the development process to ensure that not only the development and execution are suitable, but also the end results. It embraces shared power, participation, and refining and discovering various approaches without negating the process.

22: “Tip Form” or “Web Form” is a form tipsters fill out to report a tip to tiplines. Examples from other states:

- Safe2Tell Colorado: <https://www.p3campus.com/tipform.aspx?ID=789>
- Safe Oregon: <https://app.safeoregon.com/>
- OK2SAY Michigan: <https://ok2say.state.mi.us/>
- FortifyFL: <https://getfortifyfl.com/Tip.html>
- SafeUT: <https://safeut.med.utah.edu/tip>

23: Questions used by tiplines in other states and the Washington School-based Threat Assessment program to assess whether the youth is at imminent risk or poses a threat to others.

24: Washington State Office of the Attorney General Bob Ferguson. (2021, July). *Youth Safety and Well-being Statewide Reporting Tool Work Group*. <https://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/2020%20Tip%20Line%20Report.pdf>

25: ESSB 5092 – 67<sup>th</sup> Legislature (2021-2022): *Making 2021-2023 fiscal biennium operating appropriations*. <https://lawfilesexternal.wa.gov/biennium/2021-22/Pdf/Bills/Senate%20Passed%20Legislature/5092-S.PL.pdf?q=20220824093727>

Washington State Office of the  
Attorney General

# Research Report

Youth Tipline Survey Findings

Presented by



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# Introduction

In 2022, The Vida Agency (TVA) developed a research and outreach survey campaign to gather youth feedback on a new Washington State Youth Tipline. Nationally, most youth tiplines were originally developed as a response to school shootings since many perpetrators shared their plans with their peers ahead of time.

In the past couple of decades, tiplines have grown in popularity among youth, but they are also being used for broader support and reporting, such as for bullying, suicidal ideation, and domestic violence. Other state tiplines, such as Michigan's OK2Say or Colorado's Safe2Tell, have reported tens of thousands of tips, and now Washington is investing in developing a safe and welcoming tipline informed by youth that is widely accessible and representative of their needs.

Data from the [2020 Youth Safety and Well-being Statewide Reporting Tool Work Group](#) report found a tipline will help bridge gaps in existing tipline resources by uniquely offering 24-hour support to address a spectrum of youth concerns that directly connects tipsters with appropriate resources.

## Research Goals

### Primary Research Goals

1. How do youth want to be greeted when they call the tipline?
  - a. What type of hold music should the tipline have?
  - b. What tone should the customer service representative have?
2. What is a youth caller's journey to engaging with a tipline?
3. What tipline name would attract youth callers?
4. How do youth perceive AGO's definition(s) of safety and well-being?
5. What platforms do youth prefer to engage with a tipline on?
  - a. What website or app features do youth callers want to see?
  - b. What additional barriers do youth see in engaging with the tipline?
6. How can the tipline be marketed without triggering trauma?
7. What hesitations do youth have about calling into a tipline?
  - a. How do we ensure youth trust the tipline is private?
  - b. How do we address concerns about reporting peers and law enforcement involvement?
8. What branding (visuals, imagery, phrasing, colors) might resonate with youth?
9. What languages do youth want to be available when calling the tipline?
10. How can the tipline successfully meet the needs of youth callers?

## Secondary Research Goals

1. Inform social media, digital, and in-app advertisements for Survey 2.
2. Identify platforms for general communication and engagement, including in places with internet service gaps.
3. Show results are relevant through deep research and youth engagement demographic data.
4. Collect contact information from youth who express interest in advisory committees and continued engagement.

# Summary

## Approach

### Survey Tactics

TVA developed two (2) surveys to address our research goals. This approach yielded the opportunity for shorter surveys, which helped combat survey drop-off rates, and to begin the implementation of youth feedback into the project by using insights from the first survey to inform the second survey. This allowed us to ask informed, narrower questions in Survey 2 to dive deeper into emerging themes. Additionally, we used key findings from Survey 1 to develop appropriate tipline name options to share in Survey 2. This thoughtful approach to engagement would not have been possible with only a single survey. Both surveys were intended to be live for four (4) weeks each. Due to timeline restrictions, Survey 1 was open for four (4) weeks, while Survey 2 was open for three (3) weeks.

The survey was mobilized in English only because of the younger audience, who tend to have higher English literacy and proficiency.

### Priority Audience

The goal was to gather feedback from youth that represent diverse experiences across Washington State while focusing on those who are not traditionally heard from. Therefore, priority participants for this project were Washington youth that are 25 years old or younger that are also BIPOC and/or live in rural areas and/or live in urban areas. Guardians of youth, who took the survey on a youth's behalf, were also included.

Further priority segments include additional youth groups who are not traditionally heard from, including those whose families are enrolled in public assistance programs, who have experience in the criminal legal system, who are neurodiverse, who have a disability, who have or are currently experiencing homelessness, those who identify as part of the LGBTQIA+ community, and those who are, or have guardians that are, members of the military.

### Participant Recruitment Tactics

Our goal was to recruit 400 participants per survey to yield a 95% confidence level (5% margin of error) that the sample represents the Washington youth population, which is the industry standard. Because we focused on statewide representation, as opposed to



a randomized sample, we specifically targeted counties and locations that vary in demographics and traffic.

To incentivize participation, respondents could enter a gift card drawing by providing their contact information. TVA randomly selected 100 respondents per survey to each receive a \$15 Visa gift card. Gift cards were distributed through mail.

To achieve our participation goal, we deployed a digital recruitment campaign, partnered with a local youth influencer, and shared the second survey opportunity with participants from the first survey who requested to be contacted with future research opportunities. Display advertisements and social media advertisements were utilized, yielding 1,298,451 total impressions with 3,213 clicks and a 0.25% click-through-rate (CTR) across the campaign. Across all ad types, the CTR was either equal to or greater than the average CTRs for similar campaigns. The combination of CTRs, clicks, respondent numbers, and demographic spread of participants supports our view that this was a successful campaign.

#### EXHIBIT 1: AD PERFORMANCE

Ad Type	Impressions	Clicks	CTR
Display	928,319	1,012	0.11%
Facebook/Instagram	121,207	528	0.44%
TikTok	248,925	1,673	0.67%
<b>Total</b>	<b>1,298,451</b>	<b>3,213</b>	<b>0.25%</b>

We did not request survey participants to share how they found out about the survey, so we do not have data to verify how many participants were sent through digital promotions versus other methods, such as their friends or networks sharing it with them. Because a single survey recruitment flyer was developed and shared outside of TVA's scope through AGO, unique URLs were not possible to track individual recruitment metrics.

## Respondent Summary

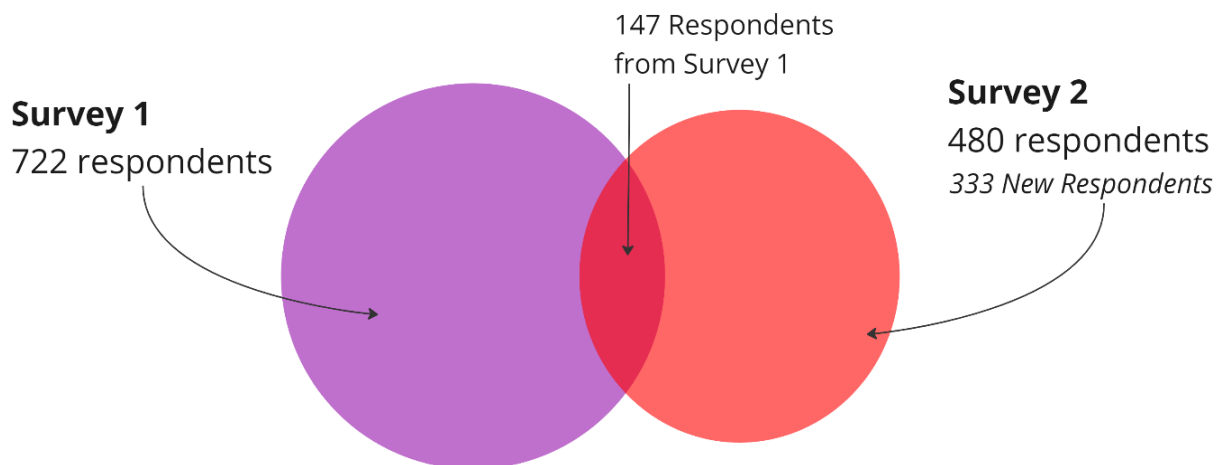
### Research goals:

- *Show results are relevant through deep research and youth engagement demographic data.*
- *Inform social media, digital, and in-app advertisements for Survey 2.*

Between the two surveys, a total of 1,202 valid responses were gathered from individuals across Washington State. The results were filtered for bots using Google's reCAPTCHA technology, Imperium's RelevantID®, and geo-location through GeolIP. Invalid responses as flagged by these services were removed from the survey analysis.

Of the 1,202 responses, the campaign yielded 1,055 unique participants, with 722 unique participants in Survey 1 and 333 unique participants in Survey 2. The remaining participants in Survey 2 also completed Survey 1.

### EXHIBIT 2: TOTAL NUMBER OF SURVEY PARTICIPANTS



### Statistical Significance and Representation

Survey 1, with 722 responses, and Survey 2, with 480 responses, are both representative of youths under 25 years old across Washington State. Both have a confidence interval of around 4% at 95% confidence level. This means, for example, if 50% of youths in survey 1 said they would prefer to text a tipline, we can be 95% sure if we asked everyone in Washington under 25 about their preference, between 46% (50% - 4%) and 54% (50% + 4%) of them would prefer to text as well.

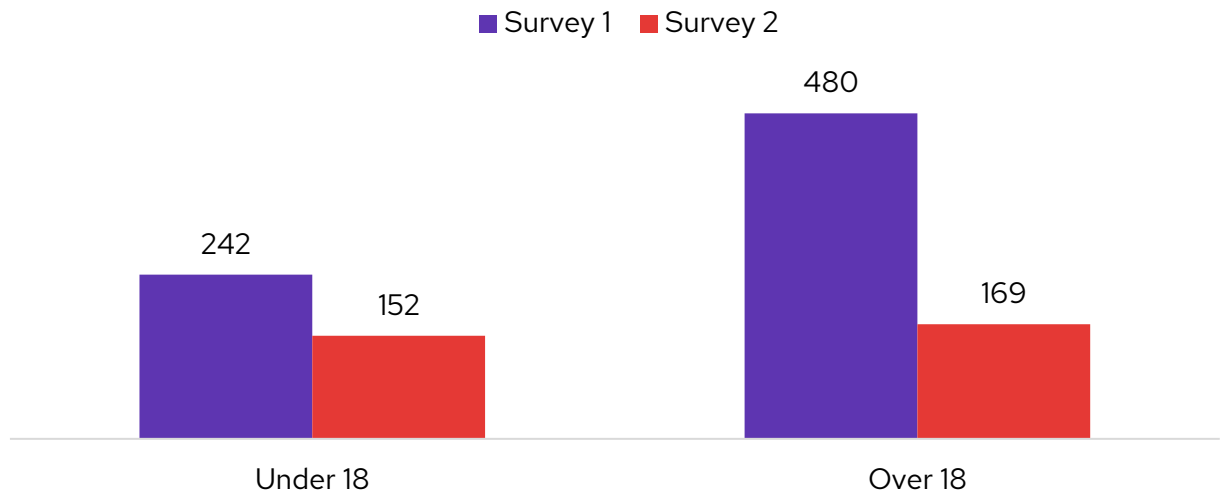
The most commonly acceptable margin of error used by most survey researchers falls between 4% and 8% at the 95% confidence level. This generally translates to a sample size of at least 140 - 150. Using the above benchmark to look at other demographic characteristics, we can say that we have a representative sample of:



## Age

Of all survey participants, 58% were over the age of 18 and 42% were under the age of 18. 11% (n=129) of respondents had their surveys filled out by someone else, 8% (n=99) of respondents were completing the survey on behalf of someone under 18 years of age, and 3% (n=30) of respondents were responding on behalf of someone over 18 years of age. We have summarized age options into broader categories for our analysis. Please reference Appendix C: Survey Questions to see age subgroup choices that were available.

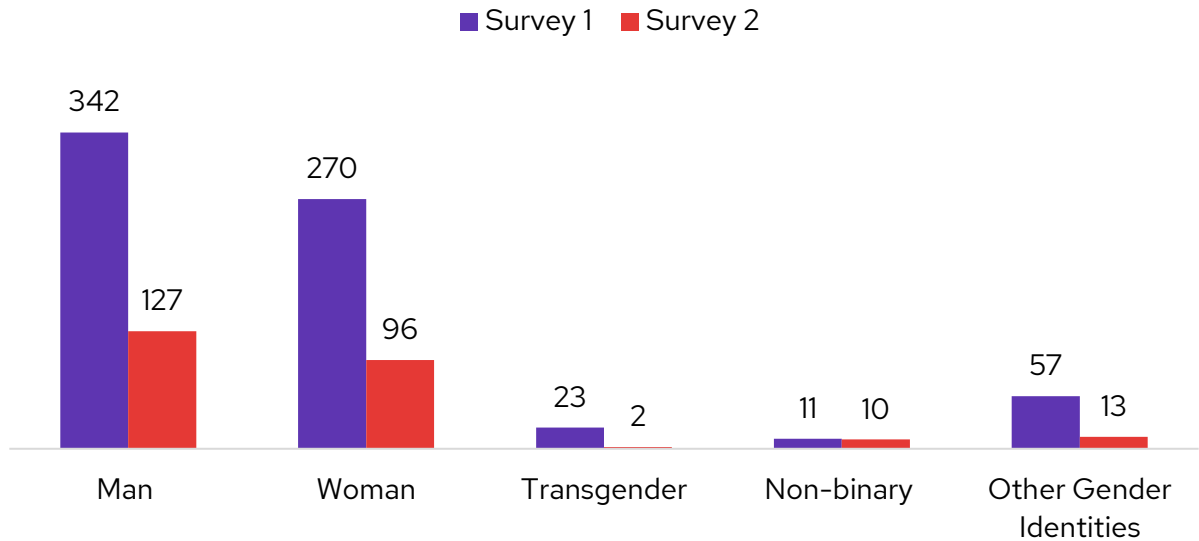
EXHIBIT 4: TOTAL NUMBER OF SURVEY PARTICIPANTS BY AGE



## Gender and Sexual Orientation

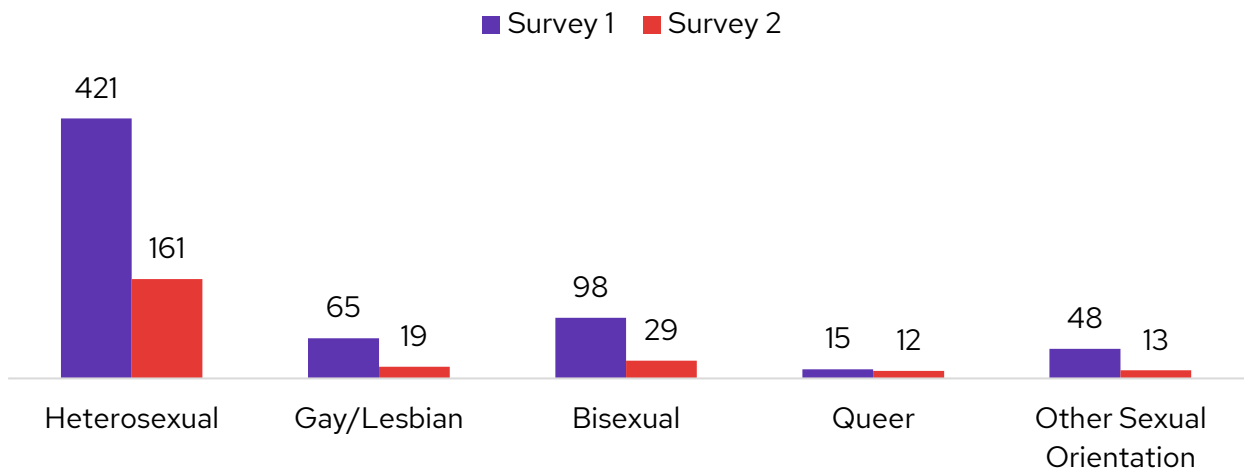
In both surveys we have more male identifying respondents than female identifying respondents. Of the respondents that shared their gender, 49% identified as male and 38% identified as female. While statewide census data shows there are more male youths (about 105:100) we still have an over representation of male youths in our surveys. Beyond male and female, 3% (n=25) identified as transgender, 2% (n=21) identified as non-binary, and 7% (n=70) identified as another gender identity. We have summarized respondent choices into broader categories for our analysis. Please reference Appendix C: Survey Questions to see gender and sexual orientation subgroup choices that were available.

EXHIBIT 5: TOTAL NUMBER OF SURVEY PARTICIPANTS BY GENDER IDENTITY



881 respondents shared their sexual orientation. 66% (n=582) identified as heterosexual or straight, 10% (n=84) identified as gay or lesbian, 14% (n=127) identified as bisexual, 3% (n=27) identified as queer, and 7% (n=61) identified as another sexual orientation. Nationally and statewide, the estimated population of LGBTQIA+ youth is around 10% (UCLA Williams Institute, 2020). Because 34% of respondents who shared their sexual orientation identified as something other than heterosexual or straight, we can conclude that this survey overrepresents the LGBTQIA+ population in Washington State. Please reference Appendix C: Survey Questions to see gender and sexual orientation subgroup choices that were available.

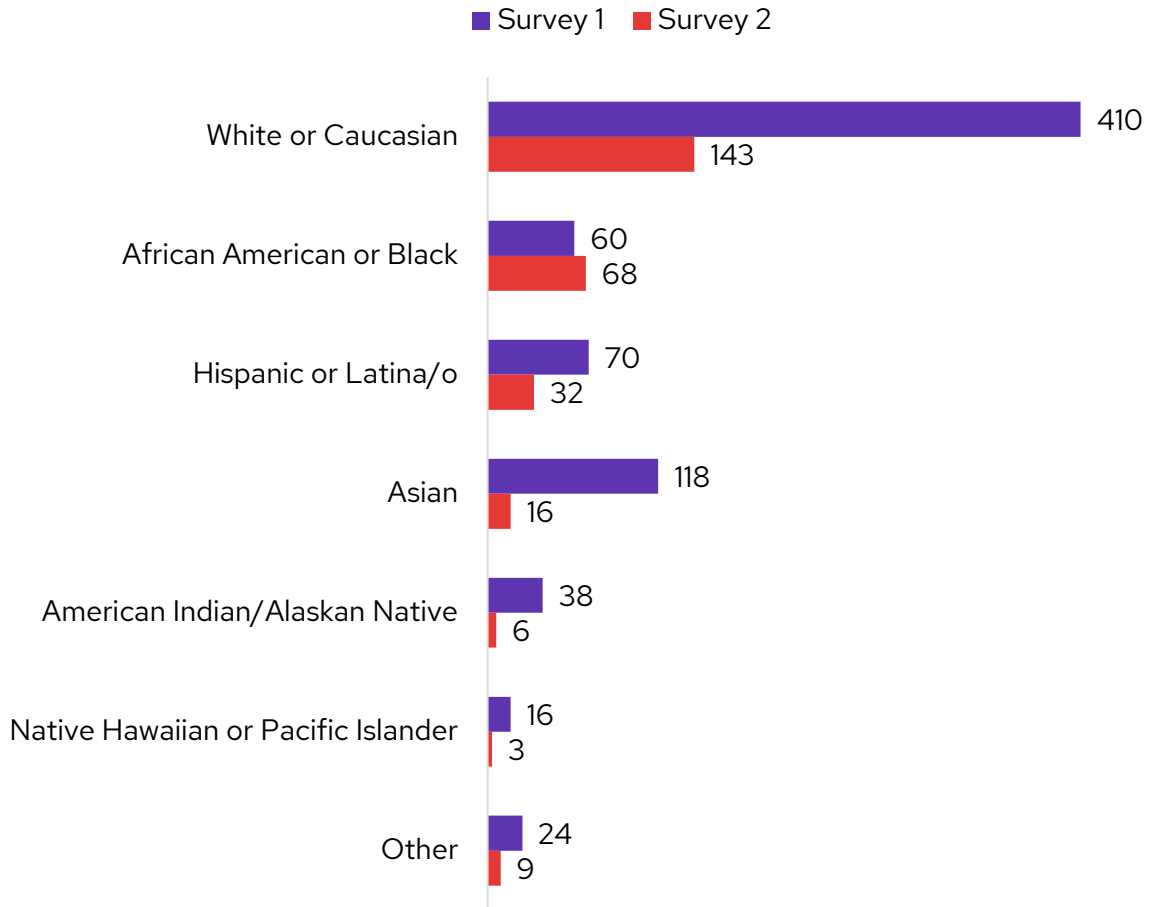
EXHIBIT 6: TOTAL NUMBER OF SURVEY PARTICIPANTS BY SEXUAL ORIENTATION



## Race and Ethnicity

We collected the race and ethnicity information from 905 respondents, with the remaining respondents choosing not to self-identify. We have summarized respondent choices into broader categories for our analysis. Please reference Appendix C: Survey Questions to see race/ethnicity subgroup choices that were available.

EXHIBIT 7: TOTAL NUMBER OF PARTICIPANTS BY RACE/ETHNICITY



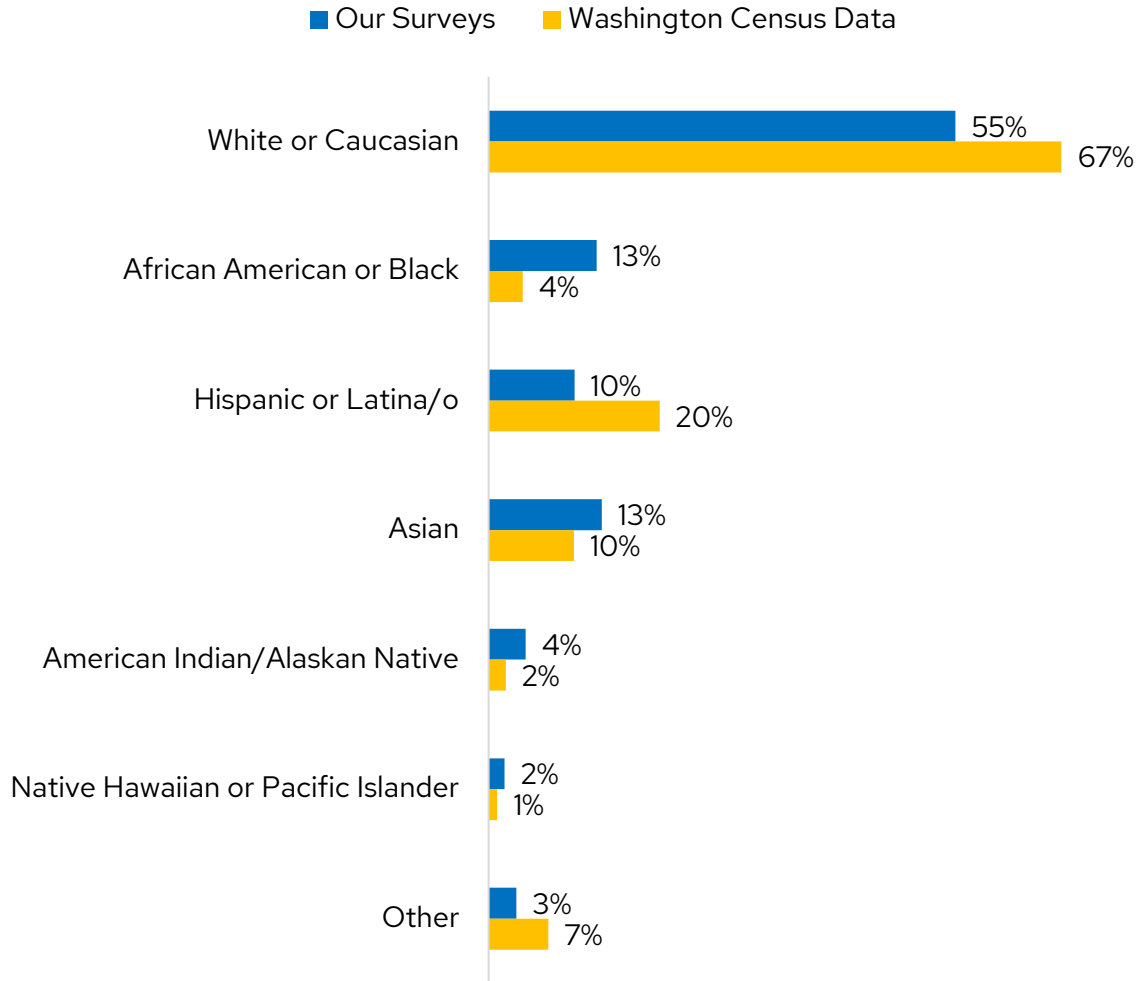
Overall, we reached a total of 399 (44%) BIPOC youth and 506 (56%) youth that identified as white only. Comparatively, according to the 2020 census, in Washington State 67% of the population identifies as white only.

13% of our survey respondents identify as black while they represent 4% of Washington State's population. We also have more Asian, American Indian/Alaskan Native, and Native Hawaiian or Pacific Islander respondents compared to the Washington population.

While it appears we have less Hispanic representation, it is important to note that in the US census, Hispanic is not differentiated from White; instead, identifying as Hispanic is a

follow-up question. Youth may be more accustomed to indicating they are White even if they identify as Hispanic. Because our surveys had all options under one question, it is reasonable that we have less respondents selecting Hispanic or Latina/o.

EXHIBIT 8: TOTAL PARTICIPANTS RACE/ETHNICITY VS WASHINGTON RACE/ETHNICITY

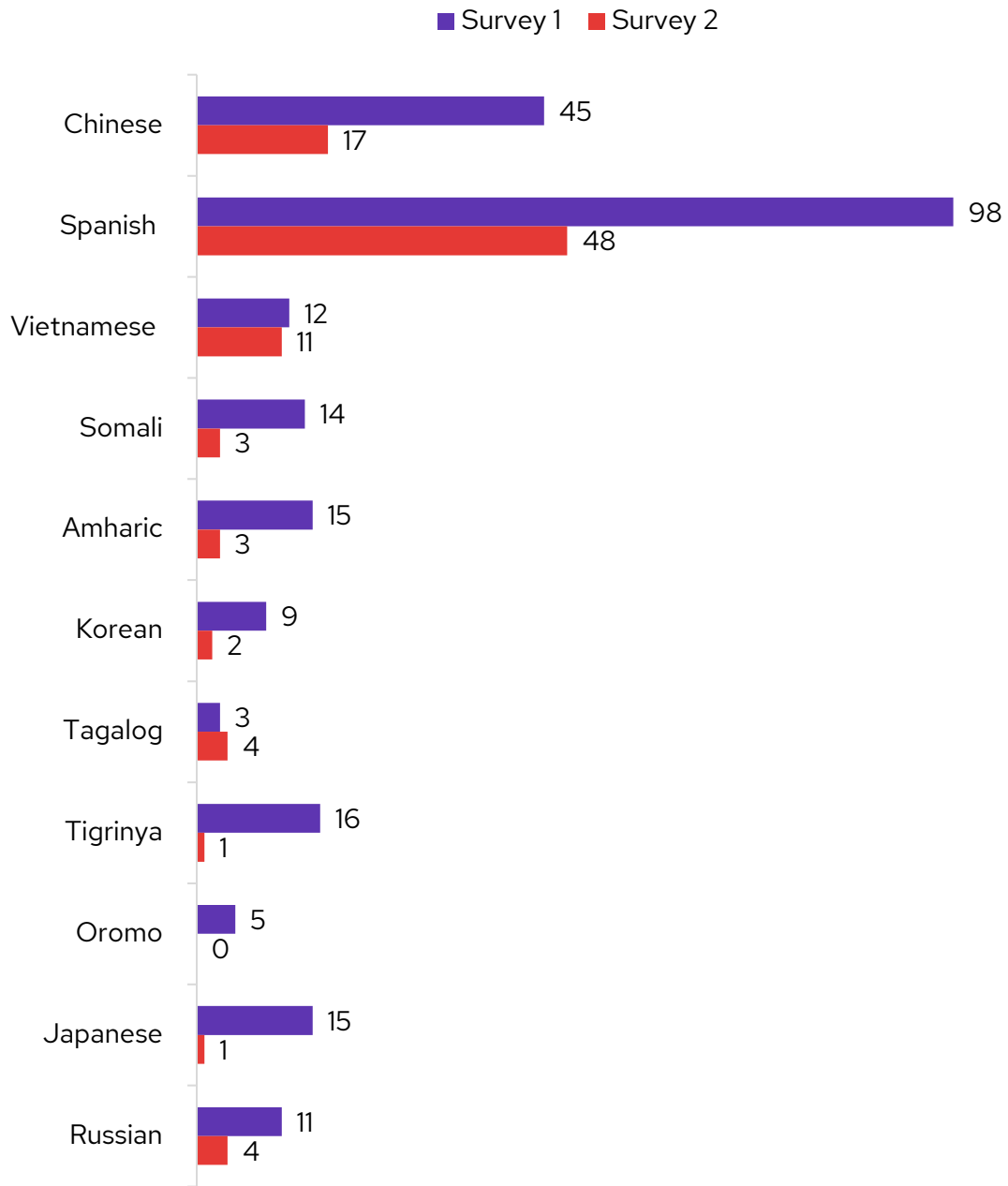


## Language

963 respondents shared the languages they spoke at home. 65% (n=626) spoke only English. Statewide, 80% of Washington's population speak only English at home (American Community Survey 2019). Of the remaining 35% that spoke another language at home, 15% (n=146) spoke Spanish and 6% (n=62) spoke Chinese. The remaining languages, which are referenced in Appendix C: Survey Questions, all had around 1-2% representation. Other languages spoken by respondents, as reported in the open-ended section of the question, are:

- German
- Bengali
- Bahasa Indonesia
- Dutch
- American Sign Language
- Hindi
- French

EXHIBIT 9: TOTAL NUMBER OF SURVEY PARTICIPANTS BY LANGUAGE SPOKEN AT HOME OTHER THAN ENGLISH

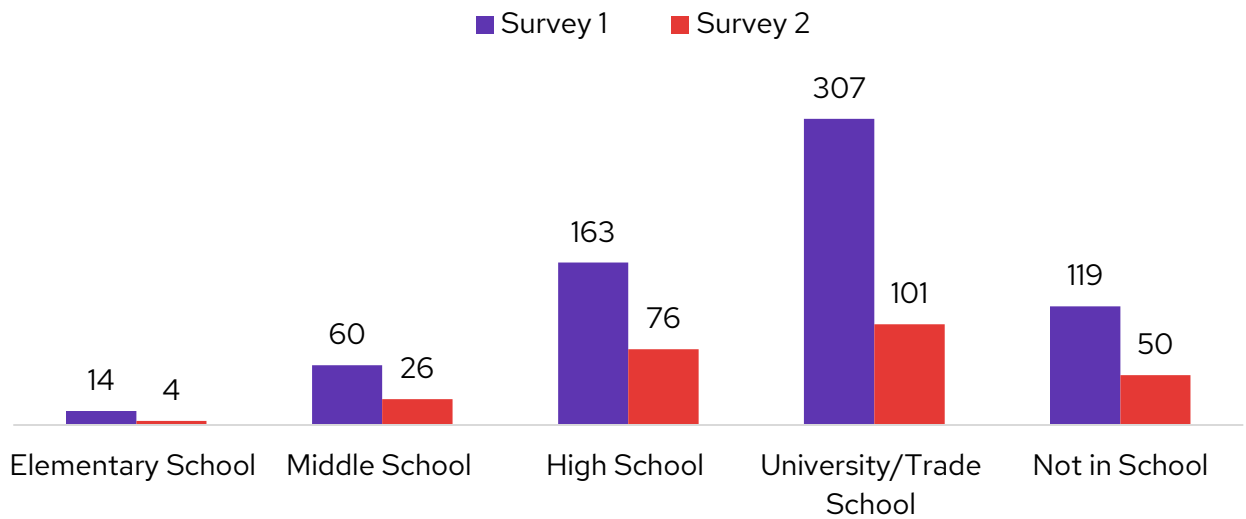




## Education

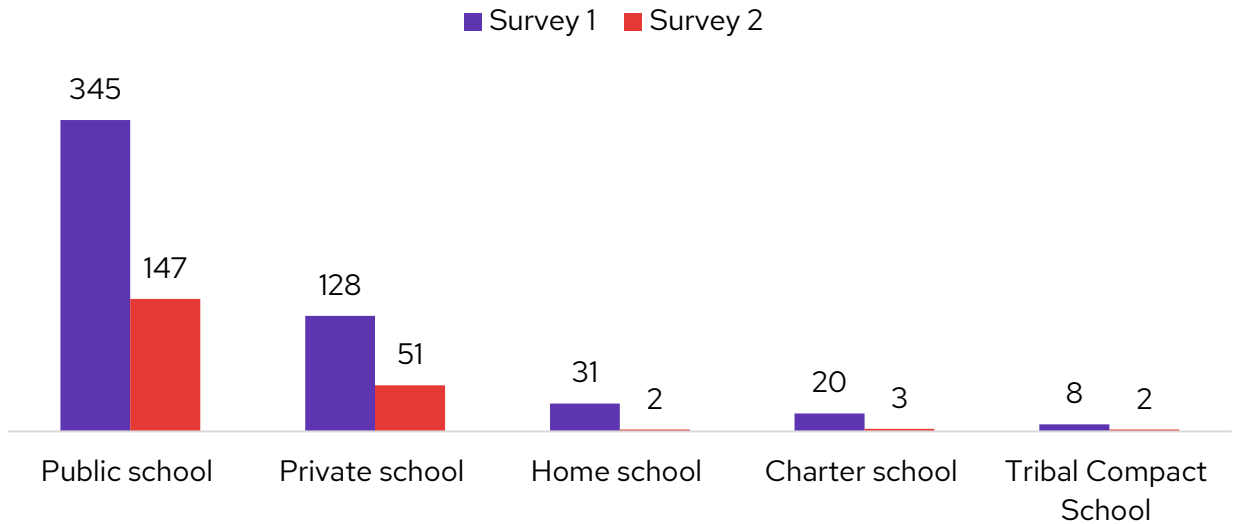
920 respondents shared their schooling information. 11% (n=104) are in middle school or elementary school, 26% (n=239) are in high school, 44% (n=408) are in university or a technical/trade school, and 18% (n=169) are not currently in school.

EXHIBIT 10: TOTAL NUMBER OF SURVEY PARTICIPANTS BY SCHOOLING AGE



Among those that are currently in school, the majority (67%) are in public school and a quarter (24%) are in private school. According to the Private School Review, 9% of all K-12 students in Washington are educated in private schools. However, we still have a representative sample of public-school students across both surveys, and in our analysis we identified no significant differences that would have skewed the data and findings.

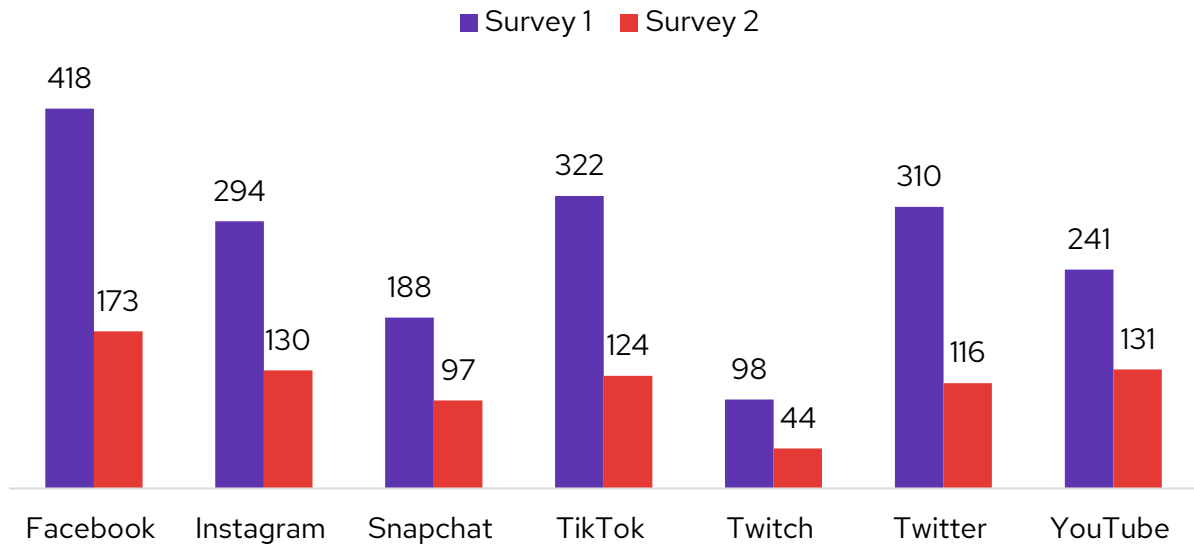
EXHIBIT 11: TOTAL NUMBER OF SURVEY PARTICIPANTS BY SCHOOL TYPE



### Social Media Usage

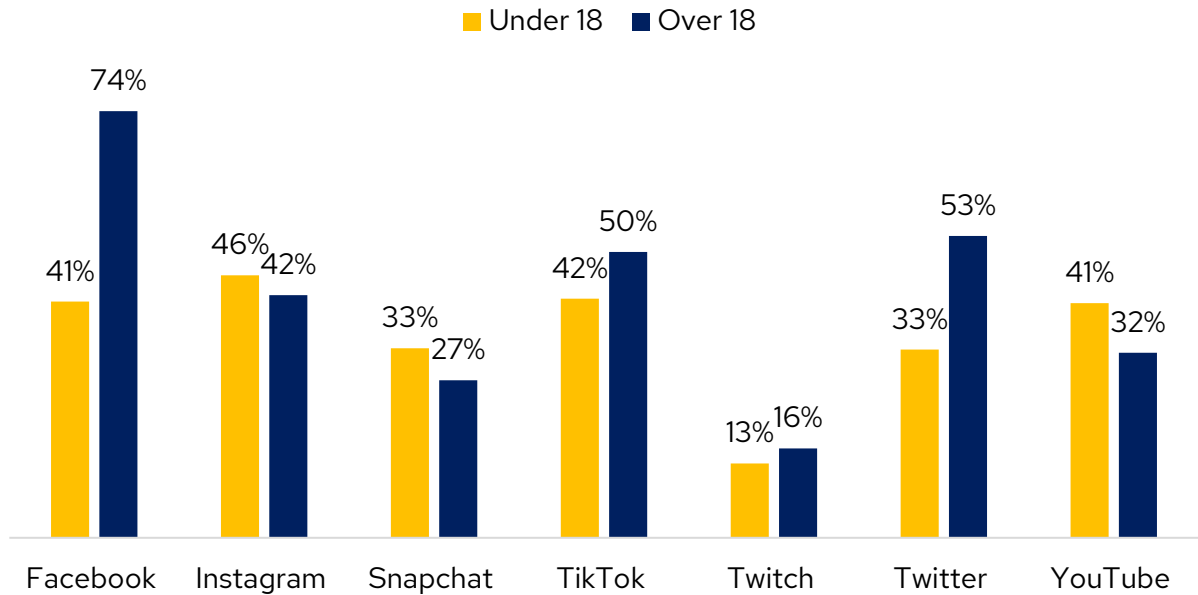
Around 991 respondents shared the social media platforms they currently use. Facebook, at 60% (n=591) usage, still remains the most popular media platform. TikTok, Instagram, Twitter, and YouTube are the next popular choices at 45%, 43%, 43%, and 38%, respectively.

EXHIBIT 12: TOTAL NUMBER OF SURVEY PARTICIPANTS BY SOCIAL MEDIA PLATFORMS USED



Some differences in usage are to be expected between different age groups. We can see below that Facebook and Twitter are significantly more popular among respondents over 18. Youths over 18 are also more likely to use TikTok, while youths under 18 prefer YouTube and Snapchat.

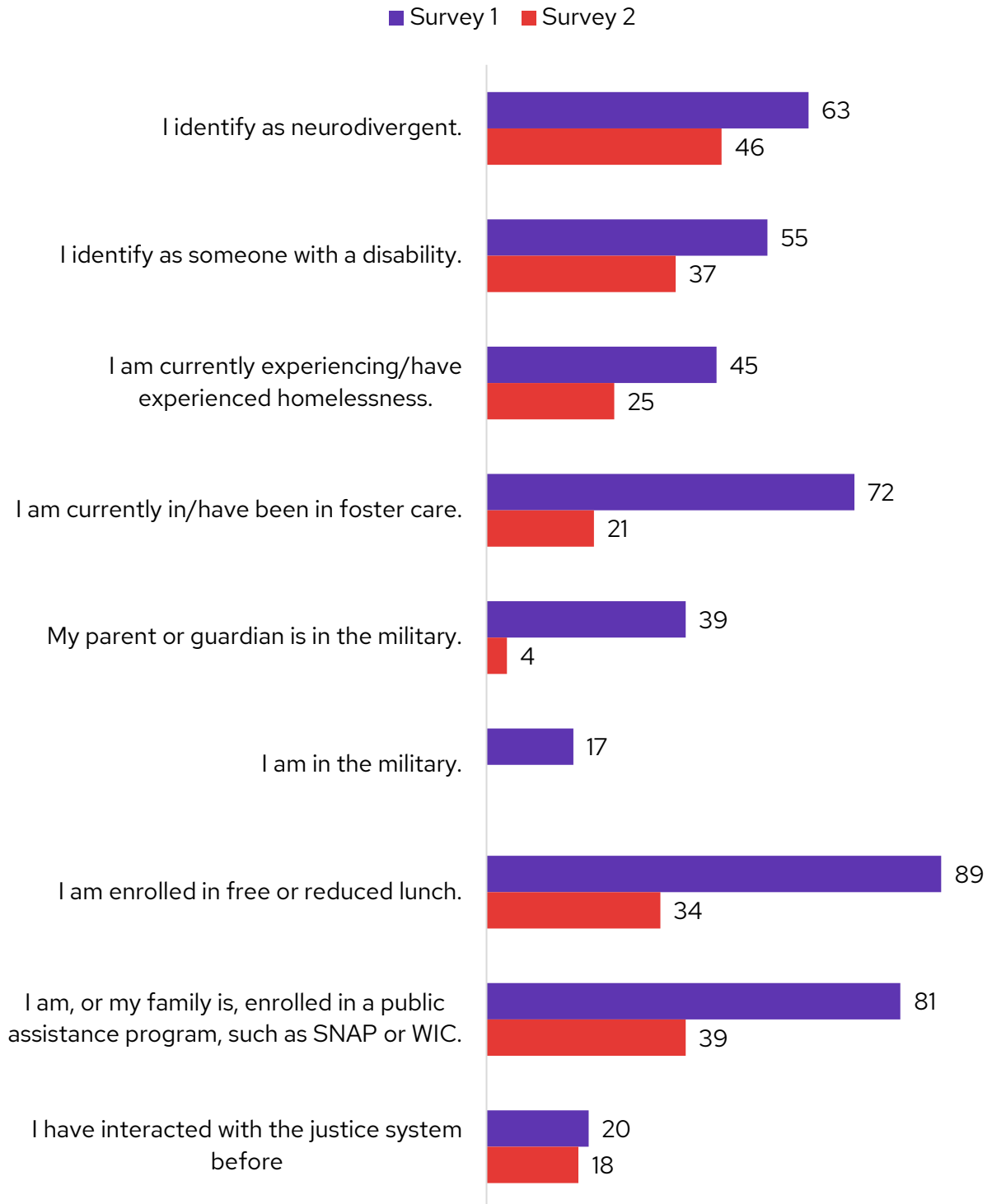
EXHIBIT 13: SOCIAL MEDIA PLATFORMS USED BY AGE OF RESPONDENT



### Additional Characteristics

Our respondents include youth who are enrolled in free or reduced lunch, are currently or have experienced homelessness, identify as neurodivergent, have a disability, have been in the foster care system, have interacted with the justice system, are enrolled in public programs such as SNAP, and are themselves, or have family that are, in the military.

EXHIBIT 14: TOTAL NUMBER OF PARTICIPANTS WITH SECONDARY CHARACTERISTICS



# Key Findings

**The tipline could fill a gap for youth to talk to someone who they can trust and for advice.**

- Respondents are slightly more likely to use 911 when someone is facing a crisis. But when someone needs help, they are more likely to call a tipline.
- Respondents are around twice as likely to call a tipline instead of 911 when they need to talk to someone they trust or to talk to someone for advice.

**Mental well-being, social pressures, bullying, and sexual assault are the most relevant issues to youth that 911 does not adequately address. *\*Note that respondents can select more than one issue that is relevant to them, so data will exceed 100%\****

- 53% of the respondents list mental well-being (depression, anxiety, etc.) as the issue most relevant to them that 911 or other resources don't adequately address.
- 44% of respondents indicate social pressures from school or their peers is a relevant issue to them.
- Respondents also indicate sexual abuse/assault (36%), cyber or physical bullying (36%) and personal safety (33%) are issues relevant to them.

**Privacy is a key concern for youth in engaging with a tipline and needs to be addressed for them to trust this tipline.**

- The top two (2) requests for youth to trust this tipline are related to privacy: "my information is kept private" and "my conversation is not shared with anyone else", at 66% and 45%, respectively.
- If someone is in danger, youth acknowledge that some privacy protections are not possible. However, in situations where nobody is in danger, all information shared with a tipline should be kept private.

**Youth have mixed feelings on app usage - some respondents feel very negatively towards an app, while other respondents feel more positively towards an app.**

- 73% of respondents say they would download an app for the tipline in survey 2.

- In survey 1, 70% of respondents say they would prefer to call and only 42% of respondents say they would prefer a mobile app.
- Marketing efforts should equally weigh phone and app contact opportunities.

**Follow-up conversations are not vital to youth but acting on their concerns is.**

- 50% of respondents also agree that having their concern addressed is important for them to trust this tipline.

**The tipline should aim to embrace simplicity and clarity in its functionality and branding.**

- *Safety and Well-Being Line* is the most popular tipline name choice.
- 59% of respondents say the tipline should feel professional.

# User Journey

## *Research goal:*

- *What is a youth caller's journey to engaging with a tipline?*

The journey for youths to both arrive at and use the tipline is complex.

## **1. Safety and well-being concern or situation identified**

First there needs to be a safety and well-being concern or situation. We know from our research mental well-being, social pressures, bullying, and sexual assault are the most relevant issues to youth that other resources do not adequately address.

## **2. They make their relevant considerations**

Once they are faced with an issue youths have a lot of decision they have to make, for example:

- Do they need to speak to someone about this?
- Who do they need to speak to?
- If that person isn't available, who would they go to next?

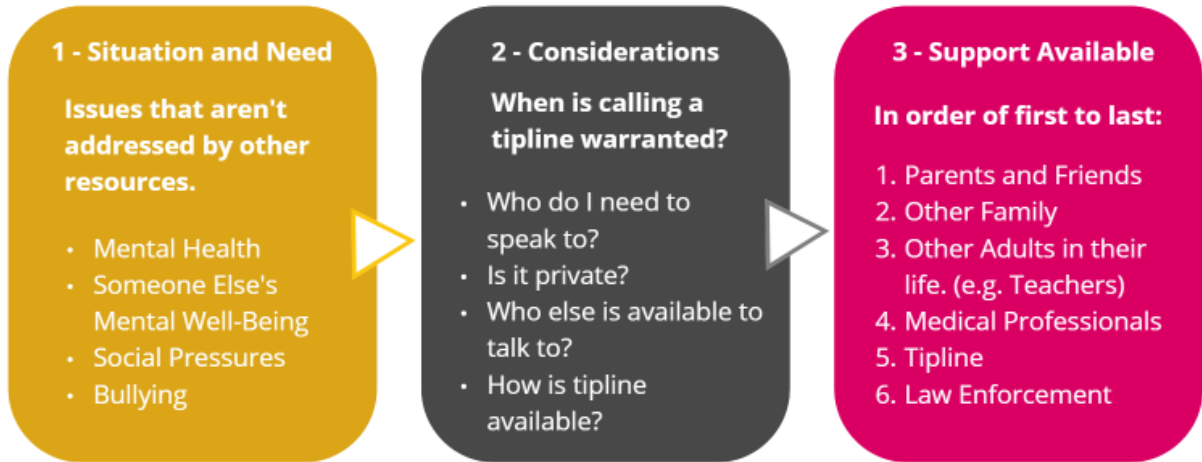
And when they do consider calling a tipline they will also consider:

- How is the tipline available?
- Who will I be speaking to?
- Will they respect my privacy?

## **3. They refer to available support network**

In our research we know youths tend to reach out to their friends and family first, then other adults in their life, and as a last resort a tipline or law enforcement. The tipline can't replace one of the other supporting figures in a youth's life, but should meet a youth's need for privacy, ease of contact, and take their problems seriously, so that should an event occur where they are considering calling a tipline, it will make their decision easier.

## EXHIBIT 15: TIPLINE USER JOURNEY MAP





# Results

## Need and Purpose of the Tipline

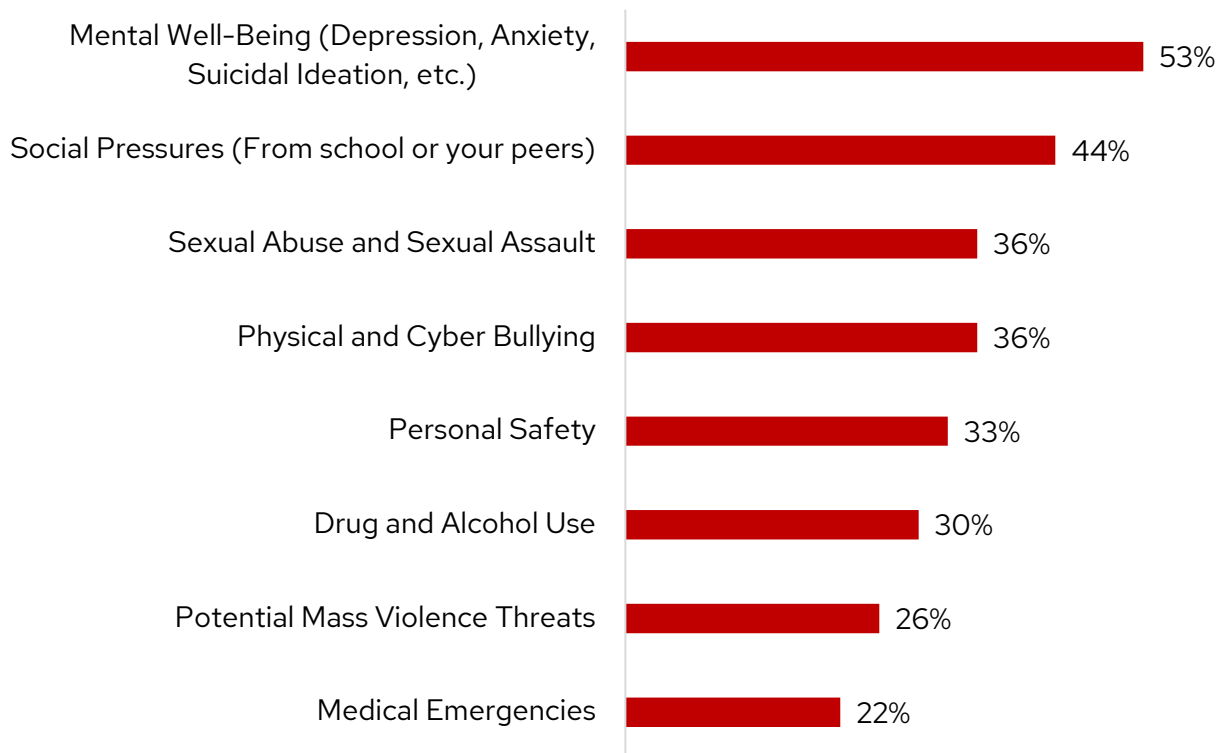
### Research goal:

- *How can the tipline successfully meet the needs of youth callers?*

The biggest need for a tipline, as identified by survey participants, is that more resources are needed that address mental well-being and social pressures, followed by safety concerns like sexual abuse, bullying, and general personal safety. Other situations respondents mentioned in the open-ended section of the question are:

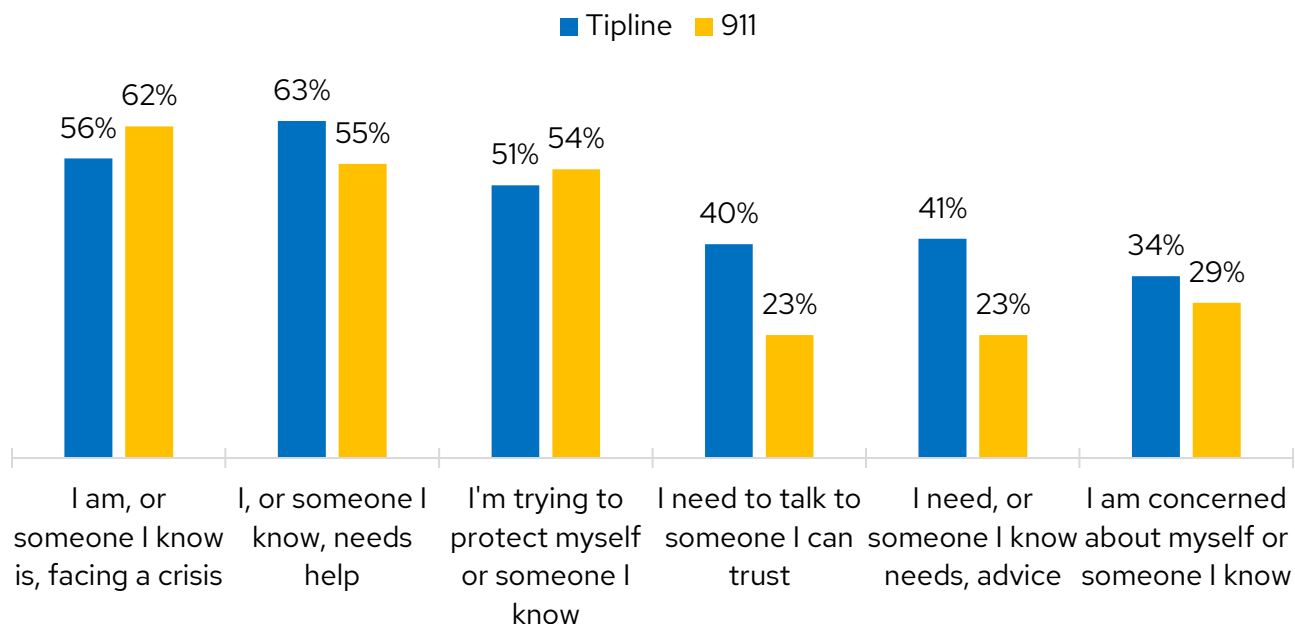
- Racism and hate crimes.
- LGBTQ issues.
- Abuse and neglect.
- Housing, bills, or food assistance
- Learning disability disparities that go on in schools and life.
- Non-criminal activities where there is no clear threat

EXHIBIT 16: MOST RELEVANT ISSUES THAT ARE NOT ADEQUATELY ADDRESSED BY OTHER RESOURCES LIKE 911 - SURVEY 2



Respondents said they were more likely to call a tipline, rather than 911, when they are looking for non-emergency support. This is especially true when they are looking to speak to someone whom they can trust and will provide advice, which are the unique uses for a tipline that respondents see as key differentiators from 911 usage.

EXHIBIT 17: WHEN RESPONDENTS WOULD CALL A TIPLINE VS 911 - SURVEY 1



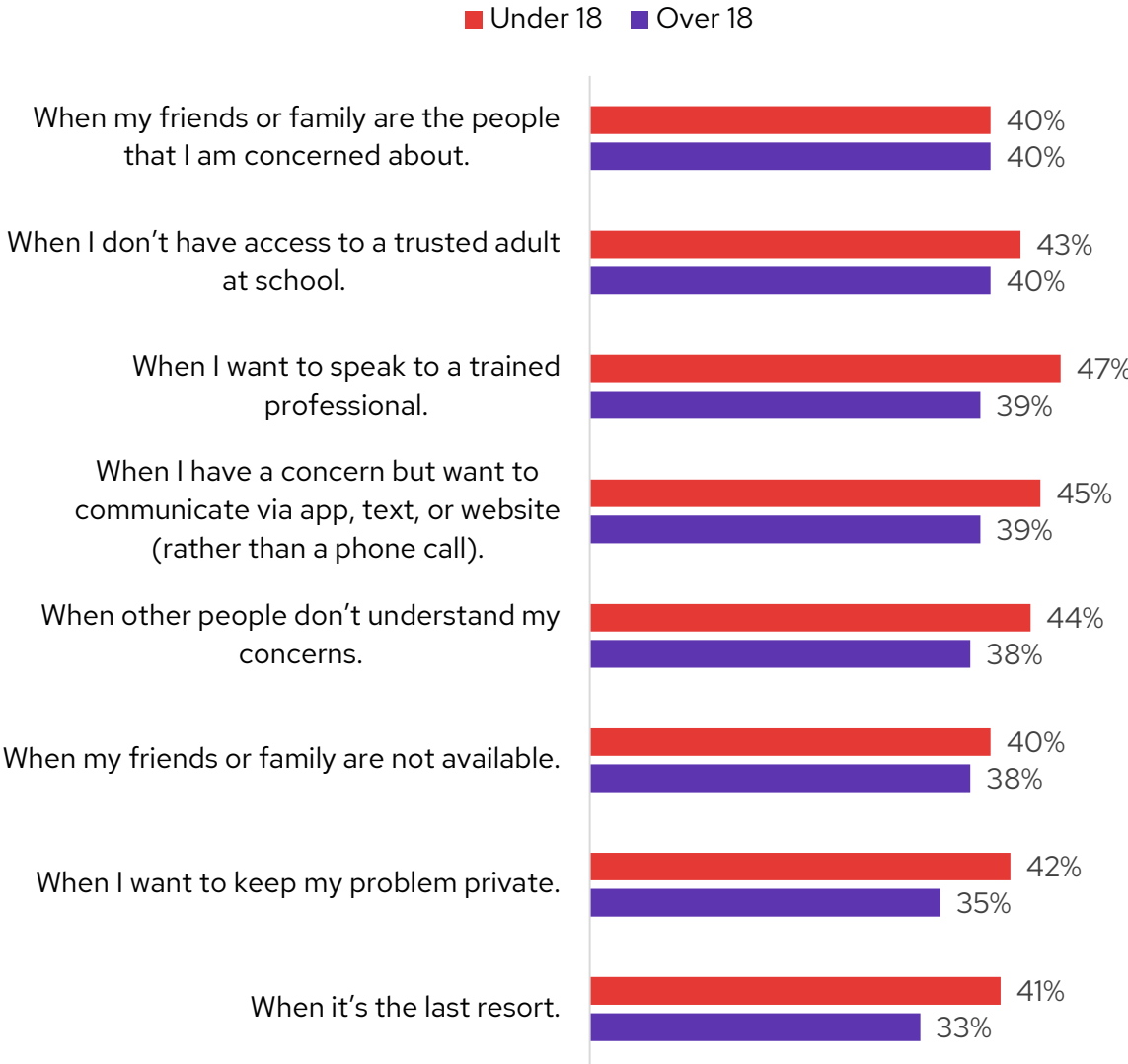
However, compared to other sources of safety and well-being support, a tipline and law enforcement are the last resorts that survey respondents would contact. When it comes to safety and well-being concerns, youth go to their friends and parents first, then other adults in their life, and then other relevant professionals. However, there is also a small group of 83 respondents (11%) that indicated they would contact the police first before their parents or friends.

EXHIBIT 18: AVERAGE ORDER OF WHO RESPONDENTS WOULD GO TO FOR SAFETY AND WELL-BEING CONCERNS - SURVEY 1

1. My Parent/Guardians
2. My Friends
3. Another Family Member of Family Friend
4. My Teacher
5. My Neighbor
6. Other School Staff
7. A Mental Health Professional
8. An Anonymous Tipline
9. The Police

Youth report that when the other sources of help and support are not available is when they are most likely to contact a tipline. They will go to a tipline when the people that they usually go to for support are the ones they are concerned about, or when friends, family, and other resources aren't available. Respondents, particularly younger respondents, are also likely to call when they want to speak to a trained professional.

EXHIBIT 19: WHEN RESPONDENTS ARE MOST LIKELY TO CALL A TIPLINE - SURVEY 2



The comments from respondents also reflect their desire to have a tipline for advice and mental well-being support. Some comments indicate a tipline would be helpful when respondents have concerns about the safety and wellbeing of their friends and family.

*"[I would consider using a safety and well-being line, if] I see a young person in public that could need help, but I am uncomfortable helping them alone - mental health episode, under a substance."*

*"A time where I could have called a help line was when a person, I knew tried killing themselves because they were stressed during school while it was finals week."*

*"My mom has epilepsy, so it was scary when she would have seizures. If one's parents has a medical condition that would be a great time for a helpline."*

*"I have a friend who is not safe at home with her caregiver. They are having a hard time moving out and establishing themselves without help from an adult."*

Other comments focused on personal safety and well-being issues.

*"If I'm having a panic attack or depressive episode at 2 AM."*

*"When I don't know what direction, my life is going, maybe I turn to the hotline."*

*"When I was in an abusive relationship at the age of 17, with a much older person."*

Respondents also shared about situations when other resources weren't available or sufficient.

*"When I didn't have access to therapy."*

*"In middle school, some kids threatened to beat me up and the school wouldn't do anything, and they ignored my mom."*

*"It could have definitely been helpful when I was getting sexually assaulted and was afraid to call 911 as I am a POC trans individual."*

*"When my behavior cannot be understood by parents and teachers, I will be willing to help the hotline."*

*"A family member had a mental breakdown and instead of getting him help he was sent to juvenile detention because there weren't other resources for him."*

## Trusting the Tipline

### Research goals:

- *How can the tipline be marketed without triggering trauma?*
- *What hesitations do youth have about calling into a tipline?*

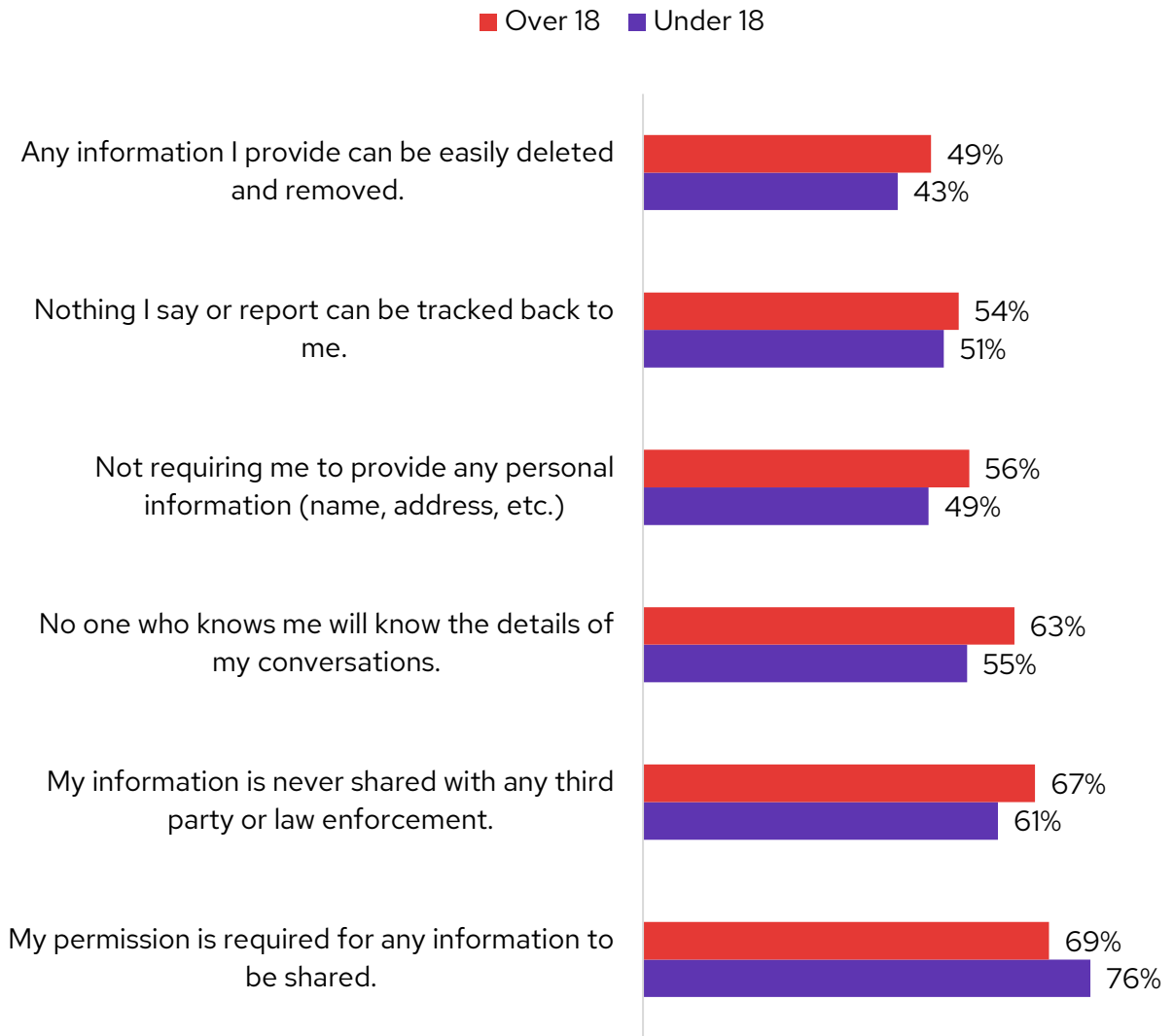
To create this space of trust, youth want a place where they can call for help and advice, to be taken seriously, and to have someone to talk to that honors their privacy.

### EXHIBIT 20: WHAT WOULD MAKE YOUTHS TRUST A SAFETY AND WELL-BEING TIPLINE - SURVEY 1



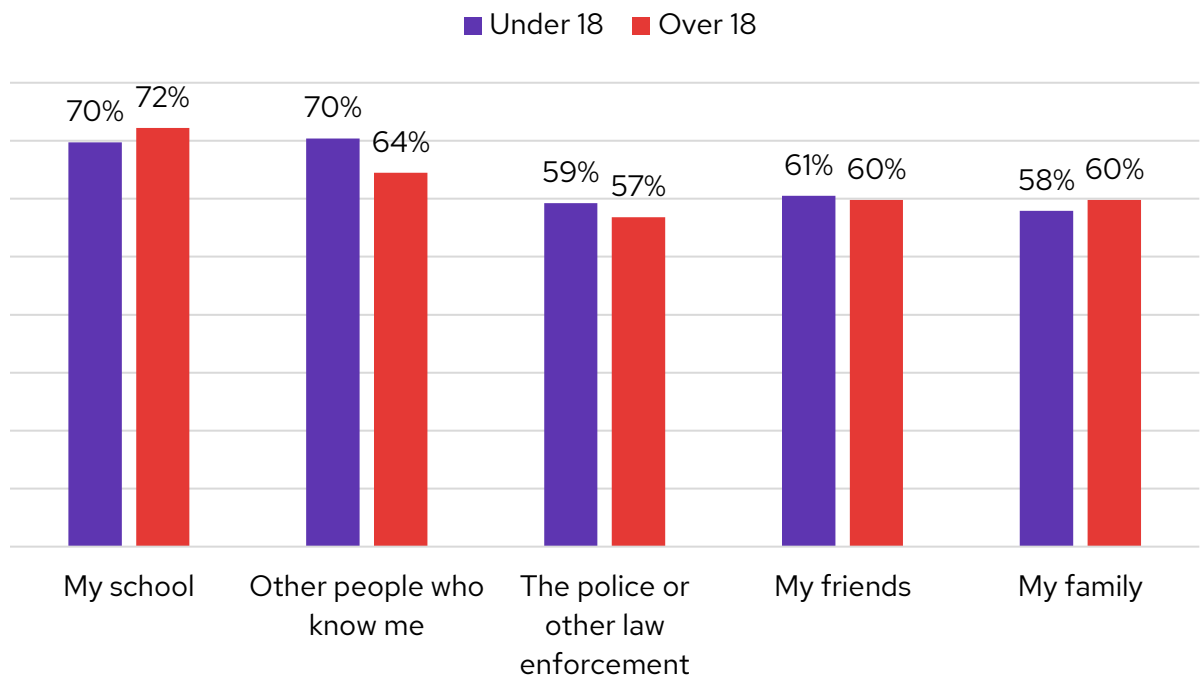
To youth, privacy is about having control over who gets to see their information. Compared to older youths, youths under 18 are less concerned about law enforcement involvement. Youth over 18 places nearly as much emphasis on no law enforcement involvement and keeping their information private from those that know them.

EXHIBIT 21: WHAT DOES PRIVACY MEAN TO YOUTHS - SURVEY 2



When it comes to whom they are looking to keep their information private from, the majority of respondents list school and other people that know them as the top two (2) groups. While there are some very small differences between youths under 18 and youths over 18, the data shows it is important to all respondents that their information is kept private from everyone.

EXHIBIT 22: FROM WHOM SHOULD YOUR INFORMATION BE KEPT PRIVATE - SURVEY 2



Comments received in both surveys highlight how important privacy is to youth utilizing this tipline, particularly for LGBTQIA+ and BIPOC youths.

*"Please. Please no police. Having the police leads to LGBTQ+, BIPOC, and other marginalized communities to use these resources less, and they might need it the most."*

*"LGBTQIA+ community needs require privacy to prevent victimization."*

Other comments also recognized there will be situations where sharing personal and private information is necessary.

*"Would prefer it to be untraceable unless there is a threat to others reported."*

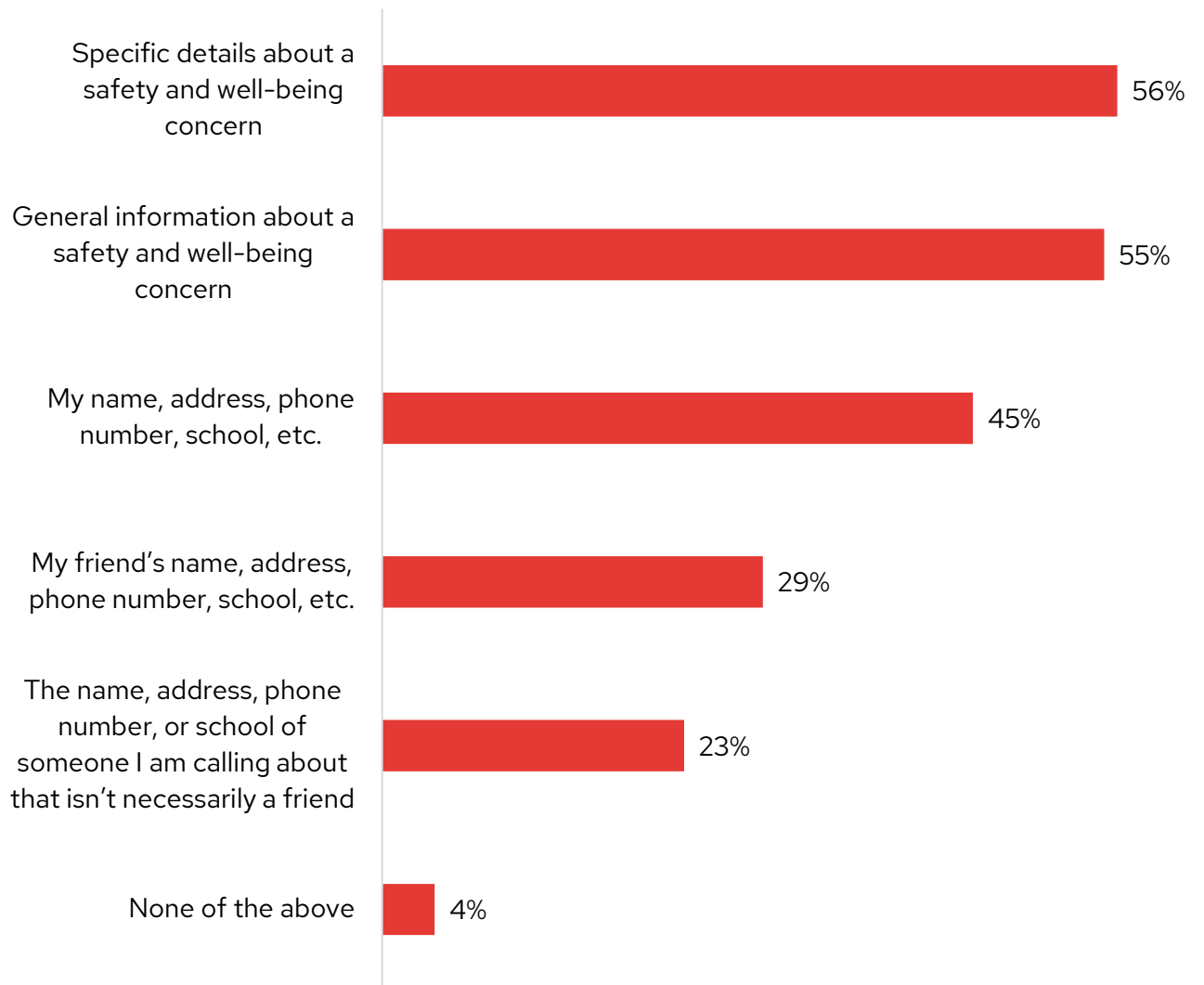
*"Not shared with others unless I am suicidal or threat to others."*

*"I think that for the well-being line to be successful, privacy is important. However, I believe that if someone were in danger, it would be appropriate to contact law enforcement."*

While our respondents value privacy, this doesn't mean youths are not comfortable sharing information with the tipline. Around half of the respondents are open to sharing

specifics regarding their concern, as well as their personal information like name, address, phone number, etc. Fewer of them are comfortable sharing information about their friend or a third party.

EXHIBIT 23: WHAT INFORMATION WOULD YOU FEEL COMFORTABLE SHARING - SURVEY 1





## Tipline Experience and Features

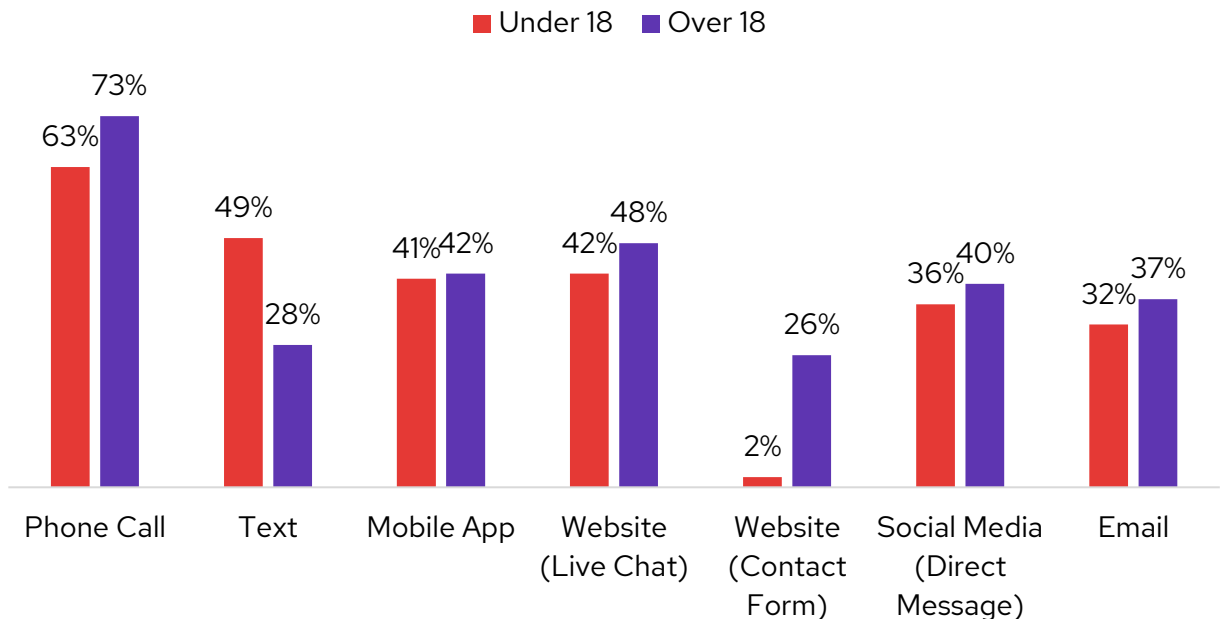
### Research goals:

- **What platforms do youth prefer to engage with a tipline on?**
  - *What website or app features do youth callers want to see?*
  - *What additional barriers do youth see in engaging with the tipline?*
- **Identify platforms for general communication and engagement, including in places with internet service gaps.**
- **What languages do youth want to be available when calling the tipline?**

### Contacting the Tipline

Most respondents prefer to call when contacting a tipline. The next popular options are texting, mobile apps, and an online live chat, with youths under 18 years old more likely to prefer texting than youths over 18 years old.

EXHIBIT 24: HOW WOULD YOUTHS LIKE TO CONTACT A TIPLINE - SURVEY 1



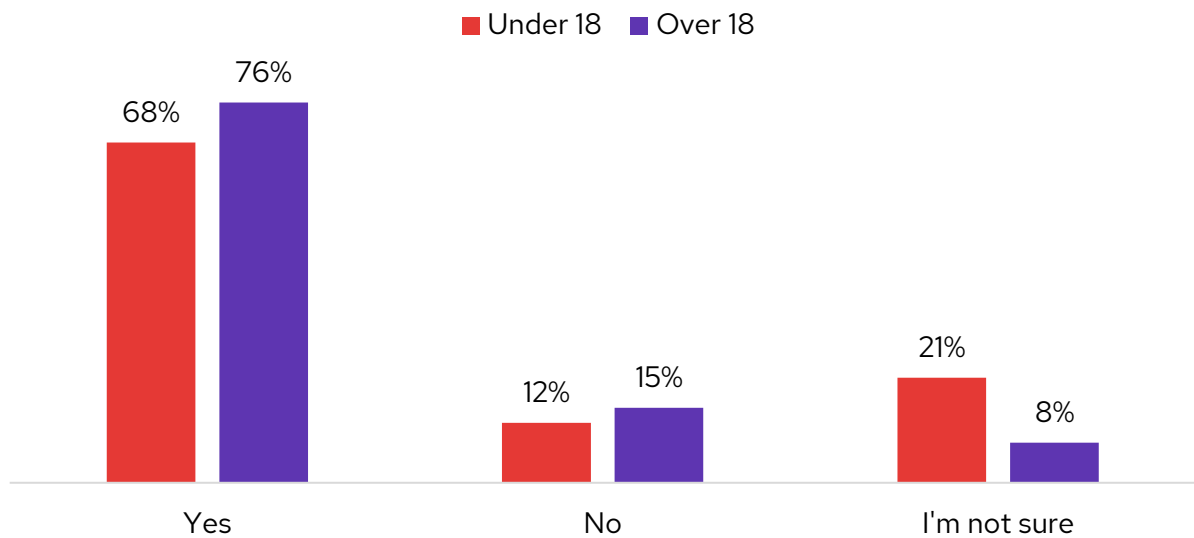
Two respondents provided more context for why calls and texts are important to them.

*"It is important when reporting abuse/neglect/safety concerns that you speak directly to the person. You are not able to pick up on sounds in their voice if you don't speak directly to the person."*

*"I believe that text or direct message would be especially useful for 2 main reasons: (1) in situations where one is feeling vulnerable it is much harder, and less likely for one to feel comfortable speaking out loud (or calling) a stranger. Message is both direct, rapid, and preserves a degree of anonymity that allows for callers to feel more secure when contacting someone else for advice about a personal or scary topic "*

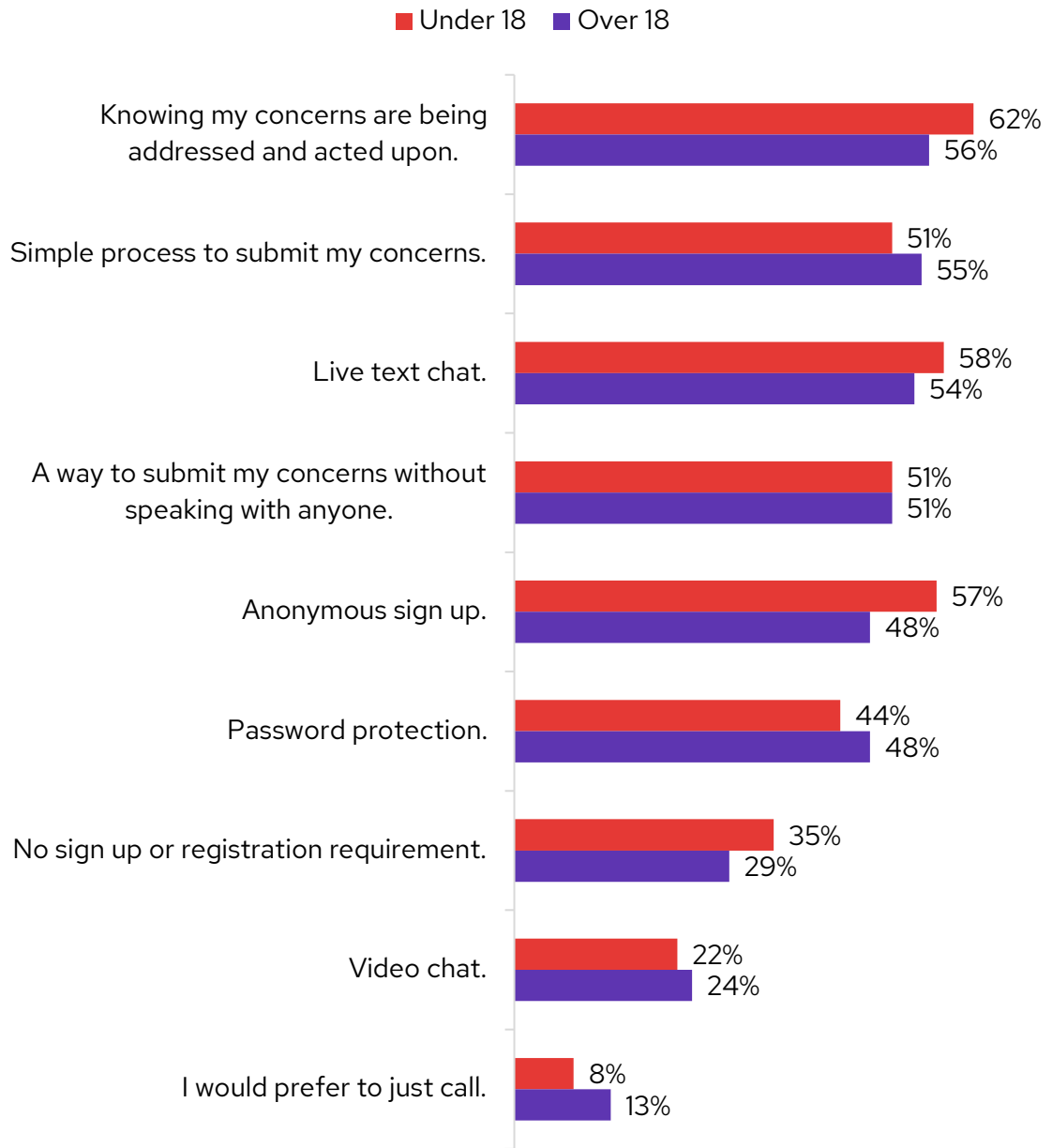
Keeping these contact methods in mind, a specific area of curiosity for our research is to understand youth receptiveness to a mobile app when contacting the tipline. Overall, most respondents are open to downloading an app, with younger respondents slightly more skeptical than older respondents.

EXHIBIT 25: PERCENTAGE OF YOUTHS THAT WOULD CONSIDER DOWNLOADING AN APP FOR THIS TIPLINE - SURVEY 2



When it comes to features of the app, simplicity, anonymity, and not having to speak verbally with someone are the top preferences. Overall, it is important for youth to know their concerns are being addressed and acted upon, mirroring our findings on what would make youths trust a tipline.

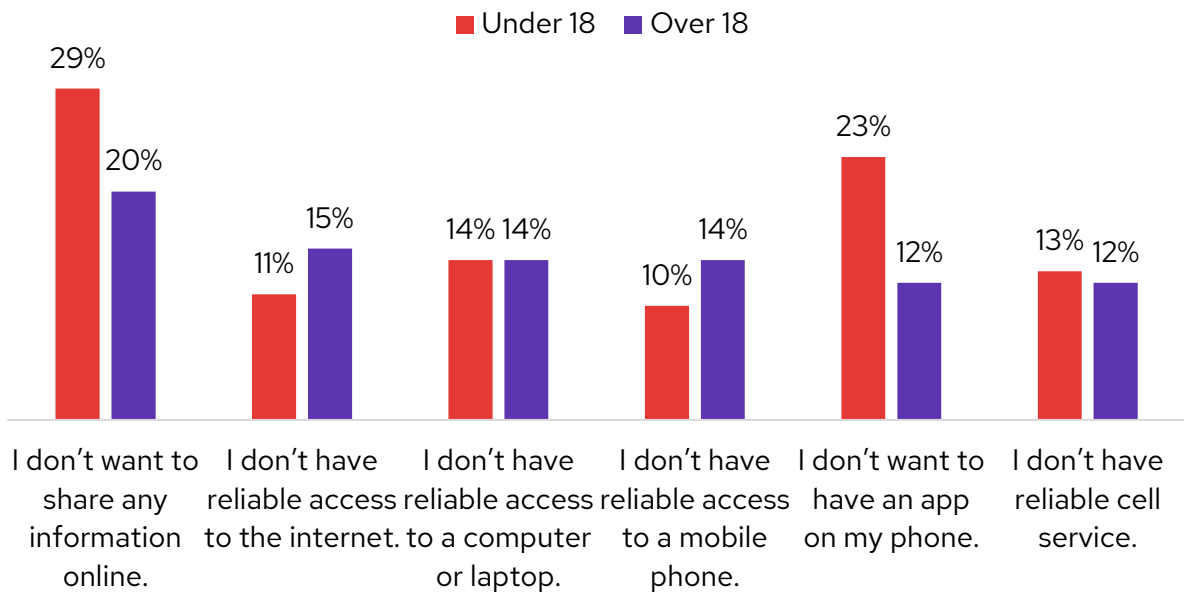
EXHIBIT 26: WHAT FEATURES DO YOUTHS WANT FOR THE TIPLINE APP - SURVEY 2



Regarding concerns about using a mobile app, the top concern is privacy, reaffirming our previous findings. Another common concern is simply having to download an app on their phone.

Functional issues to using an app, like limited internet access or phone access, are quite rare. Older youths are more likely to have functional and technical issues compared to younger youths.

EXHIBIT 27: TROUBLE YOUTHS HAVE WITH USING A MOBILE APP OR WEBSITE TO ACCESS THE APP - SURVEY 2



Other concerns respondents have listed are:

*"My phone doesn't let me use the internet."*

*"My mom has a time limit on my computer, which means I can't use it unless I ask her for time, which would... you get the picture."*

*"Mobile app might let friends and family know that I contacted you. Friends could see the app on your phone and ask what it is, and family can see (on Apple devices) what apps you download."*

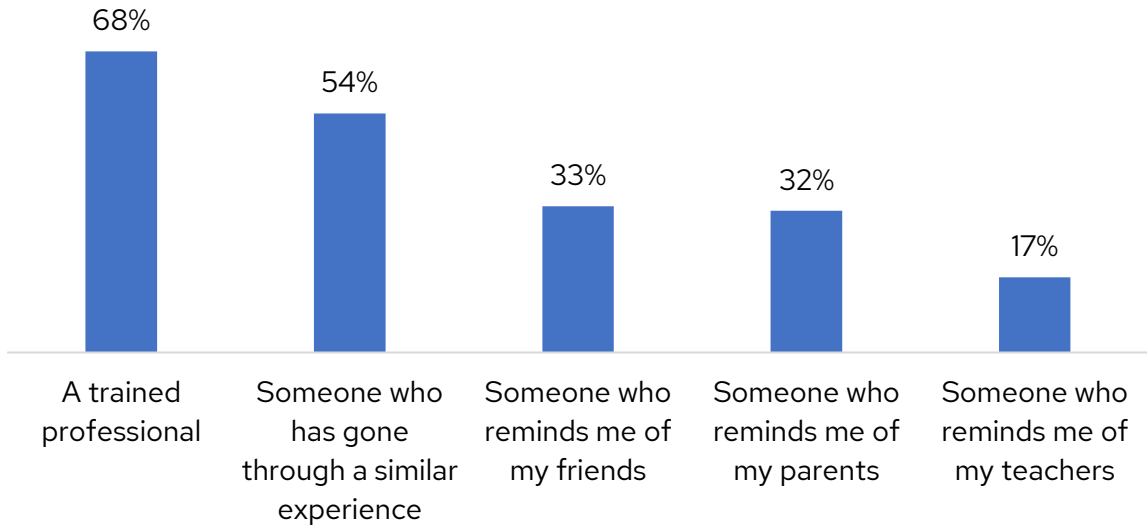
*"I feel like I'm giving away my privacy."*

*"My parents questioning why I have the app and wanting to know what happened."*

### Speaking with the Tipline

When making a call or sending a message, youths want to be speaking to a trained professional. As we have seen previously, the opportunity to speak with a trained professional is the reason they would call a tipline. Speaking to someone who has gone through a similar experience is also something youths are looking for.

## EXHIBIT 28: WHO YOUTHS WANT TO SPEAK TO - SURVEY 2

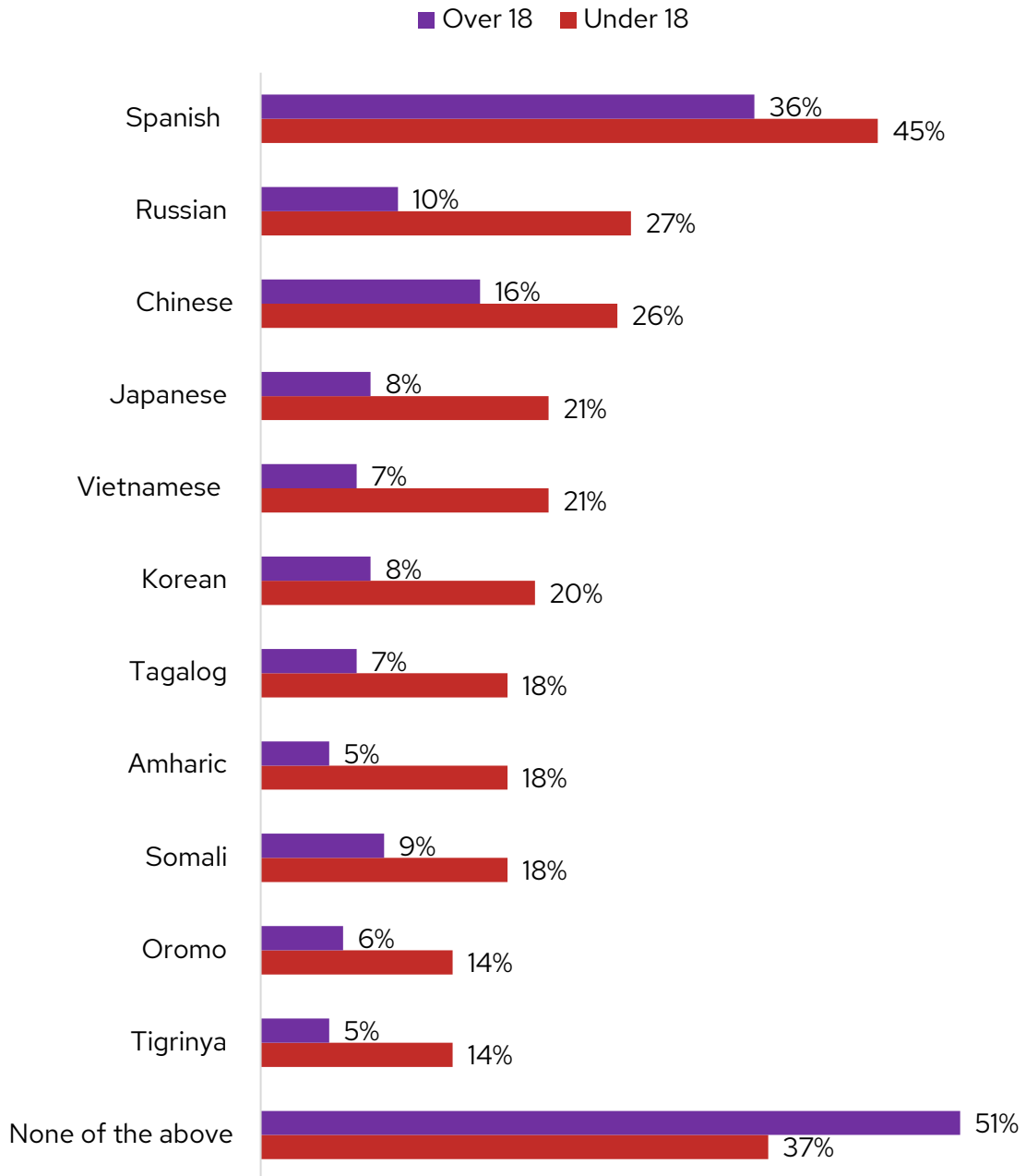


Language-wise, youths under 18 want more language options available compared to youths over 18. When it comes to the languages they want available, the top three requested are Spanish, Russian and Chinese across both age categories. Other languages respondents mentioned in the open-ended section of the question are:

- Salish and any other native languages spoken in Washington state
- Ukrainian
- Yoruba
- Arabic
- Hebrew
- American Sign Language
- A text telephone (TTY) option for deaf/hard of hearing
- French
- German
- Swahili

Overall, the comments mention to include as many language options as possible.

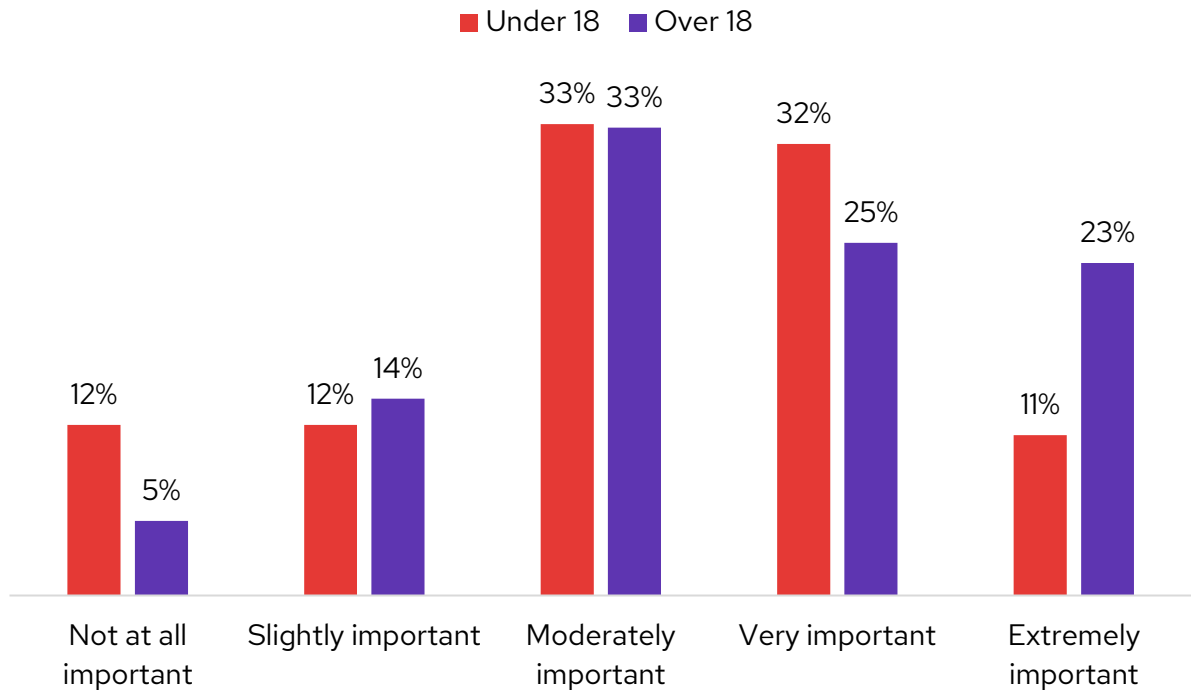
EXHIBIT 29: BESIDES ENGLISH WHAT OTHER LANGUAGES SHOULD BE AVAILABLE FOR THE TIPLINE - SURVEY 2



## Follow-Up

When it comes to the necessity of a follow-up after they have contacted the tipline, most respondents only see it as moderately to very important.

EXHIBIT 30: IMPORTANCE OF FOLLOW-UP CONVERSATIONS - SURVEY 2



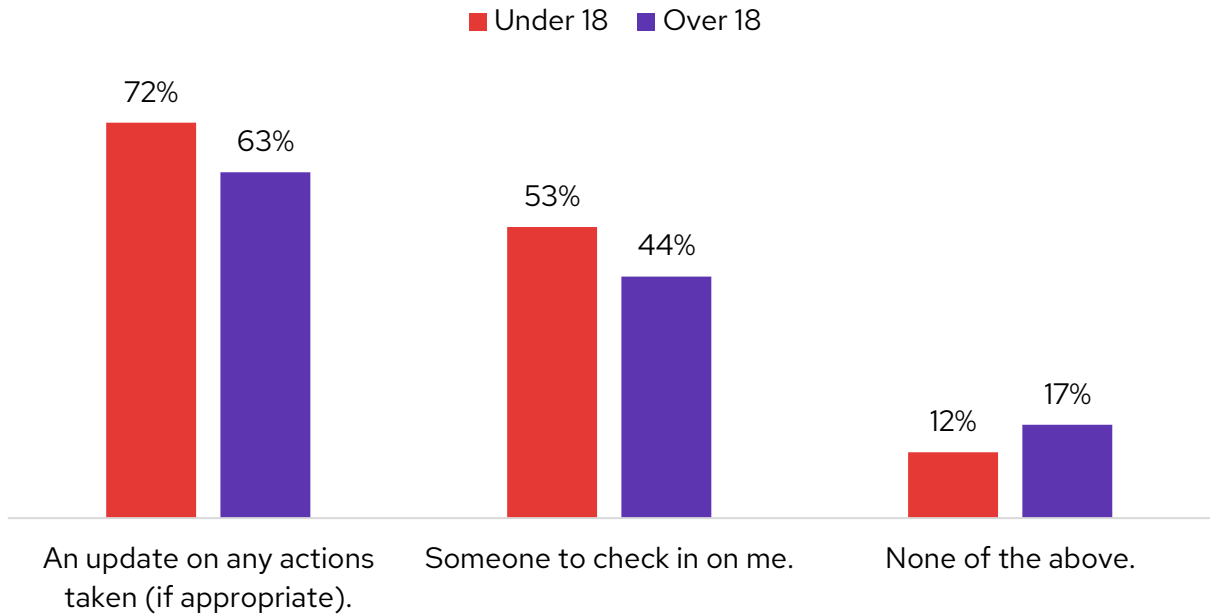
We have seen in previous sections that being taken seriously is an important factor in using and trusting a tipline. Some comments from respondents show that having a follow-up is an important sign that they are being taken seriously.

*"[A follow-up should] make sure support services are accessed or if help is needed to access and who will be taking part in executing the process to obtain service."*

*"[A follow-up lets me] know that someone is there who really cares to know if I'm okay."*

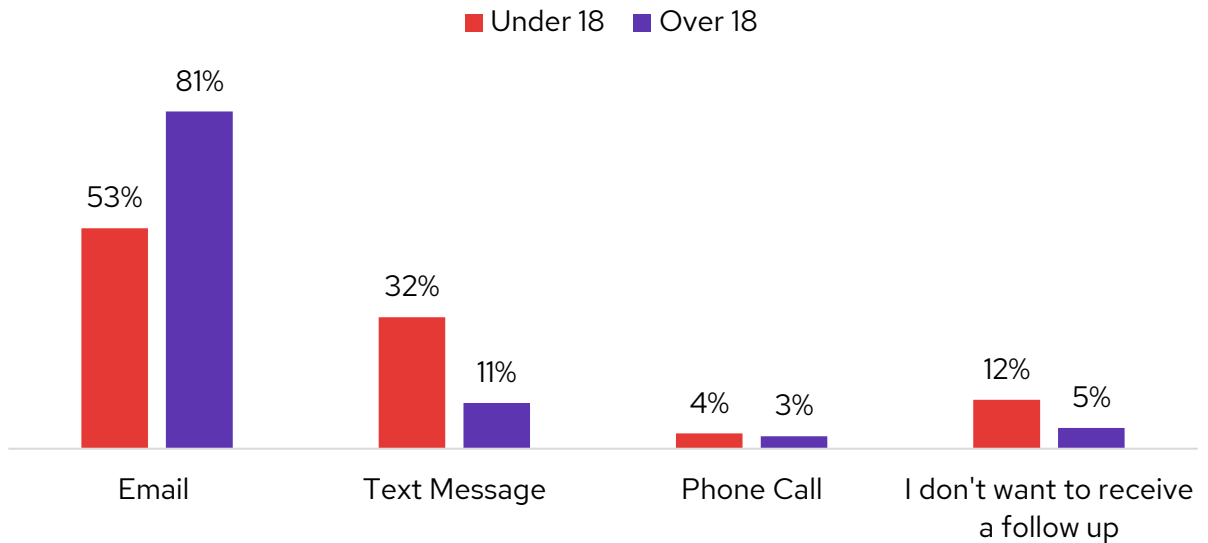
This is also shown in what respondents want in a follow up conversation. Youth indicate they are looking for someone to provide an update on actions taken and to check in on them.

### EXHIBIT 31: WHAT YOUTHS WANT IN A FOLLOW UP - SURVEY 2



When it comes to receiving follow-ups, email is the most preferred method by far. Respondents under 18 are also more likely to prefer a text follow-up compared to older respondents. It is important to note that youth's preferred method of follow-up is different than their preferred method of contacting the tipline.

### EXHIBIT 32: HOW YOUTHS WANT TO RECEIVE A FOLLOW UP - SURVEY 2





## Branding of the Tipline

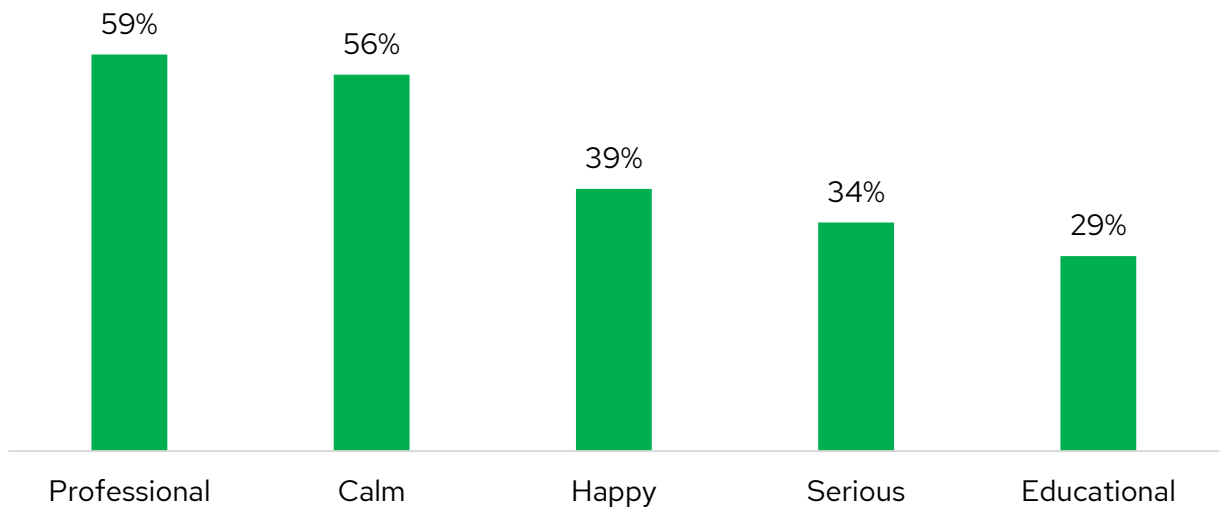
### Research goals:

- *What tipline name would attract youth callers?*
- *How do youth perceive AGO's definition(s) of safety and well-being?*
- *What branding (visuals, imagery, phrasing, colors) might resonate with youth?*
- *How do youth want to be greeted when they call the tipline?*
  - *What type of hold music should the tipline have?*
  - *What tone should the customer service representative have?*

### Look and Feel

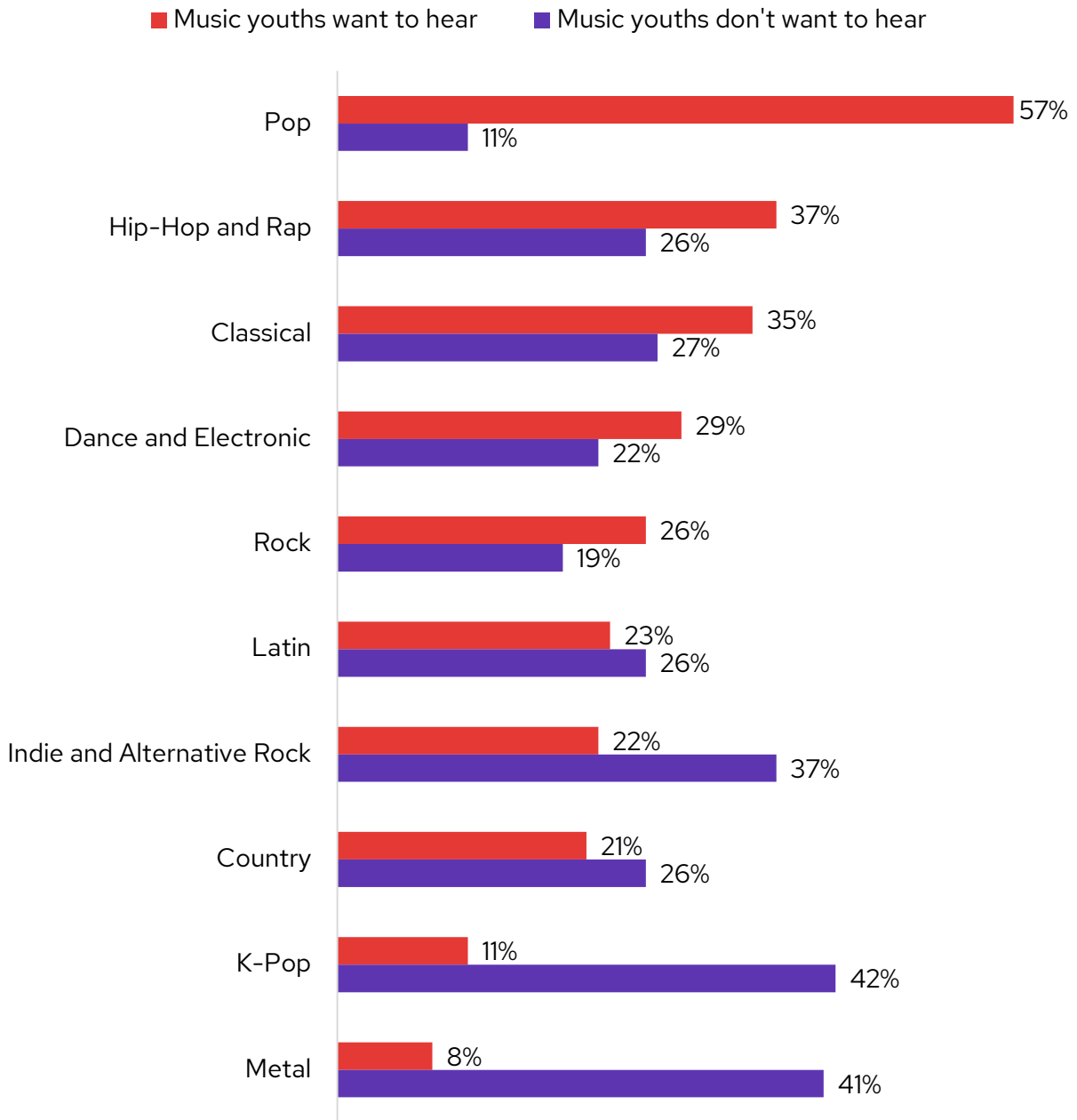
The vibe and tone of the tipline should be professional and calm, reflecting respondents desire to speak to a trained professional.

EXHIBIT 33: WHAT THE VIBE OF THE TIPLINE SHOULD BE - SURVEY 1



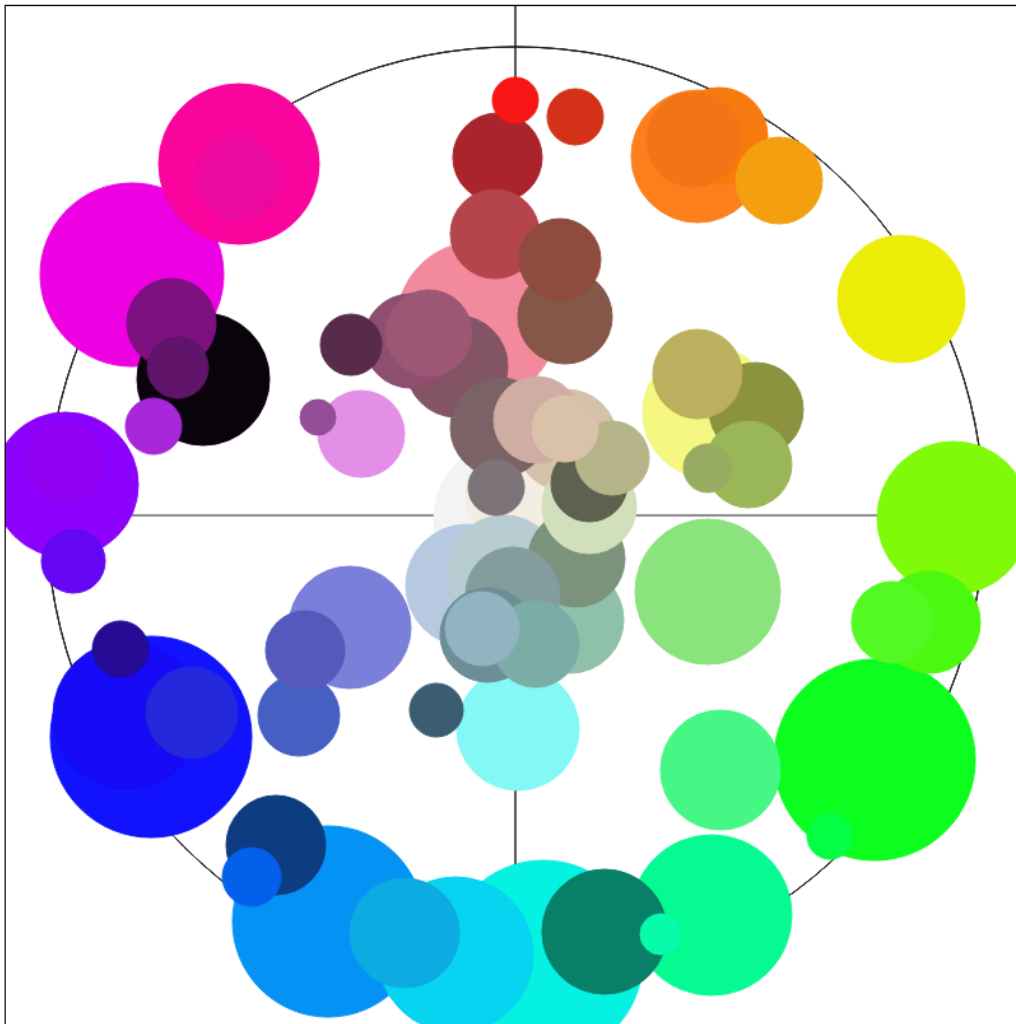
When it comes to hold music, respondents are generally aligned on wanting to hear pop music, while metal and K-Pop are the least requested music genres. Opinions on other genres are more divided.

EXHIBIT 34: WHAT HOLD MUSIC YOUTHS WANT TO HEAR - SURVEY 1



Color-wise, the popular choices are mapped below, with the larger circles indicating a greater number of respondents selecting that color or shade. We can see a breadth of preferences among respondents as this matter is very subjective. However, we do see that there is not a lot of interest in red, but there is more interest in light blue and green. We can also see that there is a smaller group that prefers muted colors, as shown on the inner circle of the map, and a larger group that prefers sharper, brighter colors, as shown on the outer ring of the circle. These are all important factors to test when it comes to designing the tipline brand.

## EXHIBIT 35: COLOR PREFERENCES FOR THE TIPLINE - SURVEY 1



### Messaging and Name

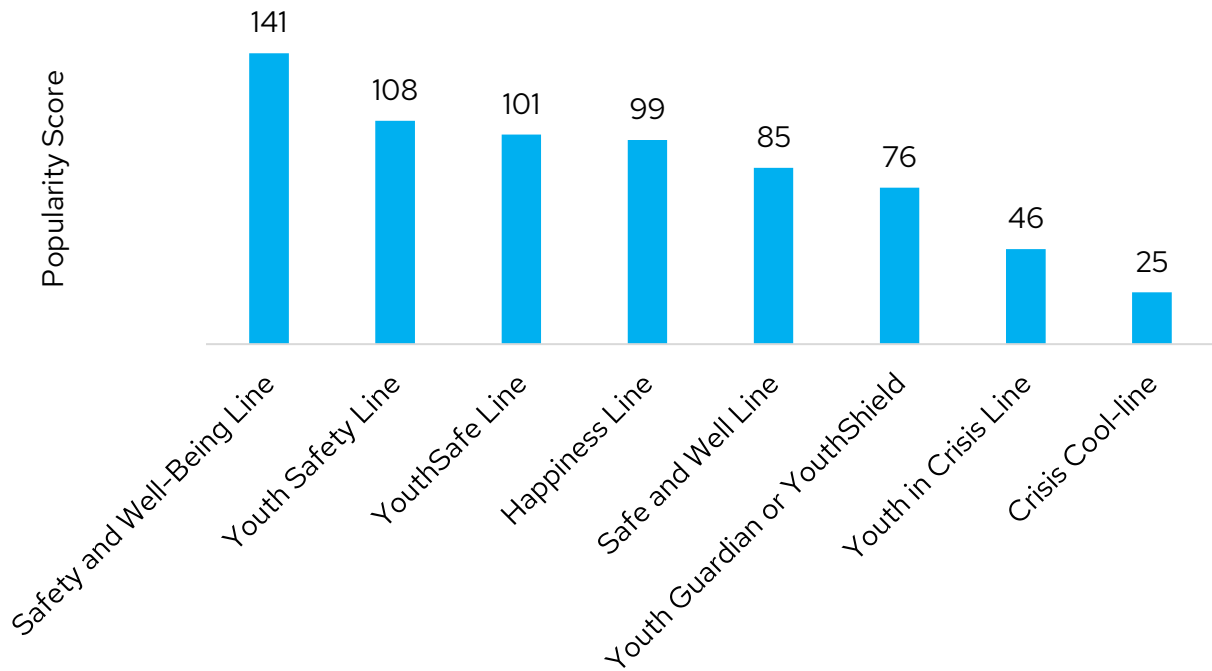
Most respondents (82%) agree with our definition of safety and well-being:

*Safety and well-being together is your overall sense of security and satisfaction with your life. It includes all your different perceptions and feelings about the world and how you fit into it (like a sense of security and happiness) as well as your social attributes (like getting your basic needs met).*

In Survey 1, we asked respondents for their input on a name for the tipline. Happiness, Safety, Help, Protection, and Crisis were some of the top themes that arose from respondents' suggestions.



EXHIBIT 37: RELATIVE POPULARITY OF NAME CHOICES - SURVEY 2



From the comments provided, what respondents like and want in a name is:

*"They're easy to say."*

*"Can highlight the protection of young people."*

*"There is a sense of security."*

*"They state what the app would be without trying to be "cutesy" or "cool." You'll miss the mark every time when you try for 'cool.'"*

*"It's not that dramatic."*

*"In [general], they provide a much more... positive outlook on getting mental health support. Plus, if it seems friendly, people are more likely to check it out or keep it in the back of their minds to let someone know/help someone else who needs it."*

*"I think it's more consistent and straightforward."*

*"They all address safety and youth while still sounding serious."*

*"I would move away from the word youth if college students are going to use it as we are (generally) adults."*

*"I think you should lean towards passive names, like Safety And Well Being, which is very passive, and kind of an umbrella name."*

What respondents didn't like in a name is:

*"The name crisis could turn people off because they might doubt if their issue is considered a crisis."*

*"These feel patronizing and like they might dissuade youth from wanting to use the line."*

*"Kind of odd, not clear, hard to remember and/or too long."*

*"They aren't specific enough and/or they fail to put me at ease - they create a "I-am-undergoing-a-crisis" feeling instead of a "this-will-help-me" feeling."*

*"These are harder to say, adding 'cool' to something makes it generally 'uncool', and 'Happiness Line' sounds only appealing to those in early elementary school"*

*"No mention of youth, misleading in hope, not everyone is happy when trying to reach out for help."*

*"The name makes me think something really bad is going to happen."*

*"They seem to imply a requirement of a more specific type of situation than the others, so I wouldn't be confident that my situation applies."*

Overall, tipline marketing should provide clear messaging for what the tipline should be used for with relatable examples. Advertising privacy, professionalism, and positivity will help build trust and honor the needs of youth.

### **Other Apps and Programs the Tipline can Learn From**

262 respondents shared some opinions on other apps and/or programs this tipline can learn from. About 44% (n=115) said some form of social media like Facebook, TikTok, Instagram, Twitter, etc. Other common app recommendations were a combination of chat apps like Discord or Viber, emergency response apps like the 911 app and St. John First Responder app, and other mental health apps like Headspace and BetterHelp.

We also heard other related programs, such as:

- The Trevor Project
- Teen Link, Clark County Teen Talk Line
- The Suicide Prevention Hotline
- NAMI Chicago/NYC Helpline
- Crisis Connections Youth Hotline
- 911

Most respondents provided one word or one suggestion answers, but others were more detailed and explained their reasoning.

*"You could learn from NAF to learn about the concerns of women who need an abortion, and you could read medical journals from universities to understand and learn more about how the young adult mind works and not just base the hotline off of experience that older people have."*

*"Healthline, @fightthroughmentalhealth on Instagram, @sistercody on Instagram, @soyouwanttotalkabout on Instagram, @happinessproject on Instagram and on google. MY FAVORITE!"*

*"Please partner with other crisis/counseling professionals who know the laws and are educated in this type of work. This should not be left to untrained people."*

*"The apps that give morning sayings - it helps me but look on TikTok they have the best non corny quotes that I relate to and it helps me reflect."*

*"I thought we could take a page from Twitter, where there are channels to tell people how to get in touch with helplines."*

*"The Trevor Project. Also !!! maybe collaborate with popular apps like Instagram to help increase ease of engagement."*

*"GRuB, Forensic Experiential Trauma Investigating (as it relates to neural pathways and trauma to the brain.)"*

*"I think you can use the suicide prevention hotline, whose professionals can listen to us and help us out."*

*"Planned parenthoods chat box on their website is pretty good. I'd def look into inspo from that."*

*"Parent to parent, incredible years, healthy children.org, Pave, multicultural center etc."*

*"Peer support programs, like @peersupportspace on Instagram and peer warmlines."*

*"Oasis is an excellent program focused on helping queer youth in Tacoma, WA."*

# Evaluation and Recommendations

## Survey Barriers

The survey was only available online, which naturally creates barriers for those without internet access and/or a computer or smartphone. Additionally, we also need to account for respondents with disabilities. While the survey can be taken by a third party, not everyone will have that option. Finally, only 42% of our respondents were under 18, which does not accurately reflect the population distribution of youths in that age group. Youth internet privacy laws provide an obstacle with digital surveys.

We recommend more in-person surveying and outreach at schools, youth events, and rural areas. This would allow us to get more participation from respondents under 18, allow us to assist those with technical or physical barriers, and allow us to learn more about the nuances of their feedback.

## Further Research

The survey provides a preliminary understanding of what is important to youths when it comes to engaging with a tipline. We have a good understanding of their priorities, needs, and barriers to using a tipline. However, the survey results do not provide deep insight or solutions to the current findings. For example, we do not have answers to:

1. Is there any difference between law enforcement involvement versus sharing info with law enforcement?
2. How can we satisfy youths' need for privacy while also addressing tips?
3. How can we prove that the tipline can be trusted?
4. What kind of advice are youth looking for?
5. What does taking youths' concerns seriously and addressing their concerns entail?
6. How can the tipline address mental well-being and/or social pressures?

We recommend more qualitative research like focus groups or interviews to really understand the nuance behind our current findings.



# Appendices

## Appendix A - Glossary

**Impressions:** Any time a piece of digital content is rendered on someone's screen. This is used to measure the number of times digital content has been seen.

**Clicks:** The number of times that users click on an ad that directs them to a website.

**Click-Through-Rate (CTR):** The ratio of the number of users exposed to a specific link on a website page or in an email who click the link and view the advertised product or service.

## Appendix B - Methodology

### Survey

The Vida Agency will launch two surveys – a broader, preliminary survey in July, and a follow-up survey more focused on details of naming and marketing in September.

#### Platform:

- Qualtrics
- Digital Marketing Campaign

#### Survey 1 Execution:

- TVA will build the survey in Microsoft Word and send to AGO for feedback. Then, we'll build the survey out in Qualtrics and share a test link with AGO for QA/QC of the survey to ensure all edits are incorporated and that segmenting and logic function are working as intended.
- Survey 1 will target to reach at least 400 participants in the priority audience. This will yield a 95% confidence level, with a 5% margin of error, which is the industry standard, that the sample represents the Washington youth population. Because we are focusing on representation, as opposed to a randomized sample, we are specifically focusing on counties and locations that vary in demographics and traffic, so our digital targeting should meet the client's representation request. For a response to count as a participant, all mandatory questions in the survey must be completed. Mandatory questions will be selected by TVA to ensure all necessary insights will be gathered but will also take survey drop-off risk into consideration. Following the survey timeline will take precedence over capturing 400 participants.
  - For example, when the survey is set to close, if we have only received 365 responses, we will still close the survey.
- TVA will provide weekly engagement metrics to AGO.
- When the survey closes, we'll conduct quantitative and qualitative analysis to glean insight on our research goals and questions and to help inform Survey 2. Initial findings will be shared with AGO during a meeting but will be formally presented in the final report in October.

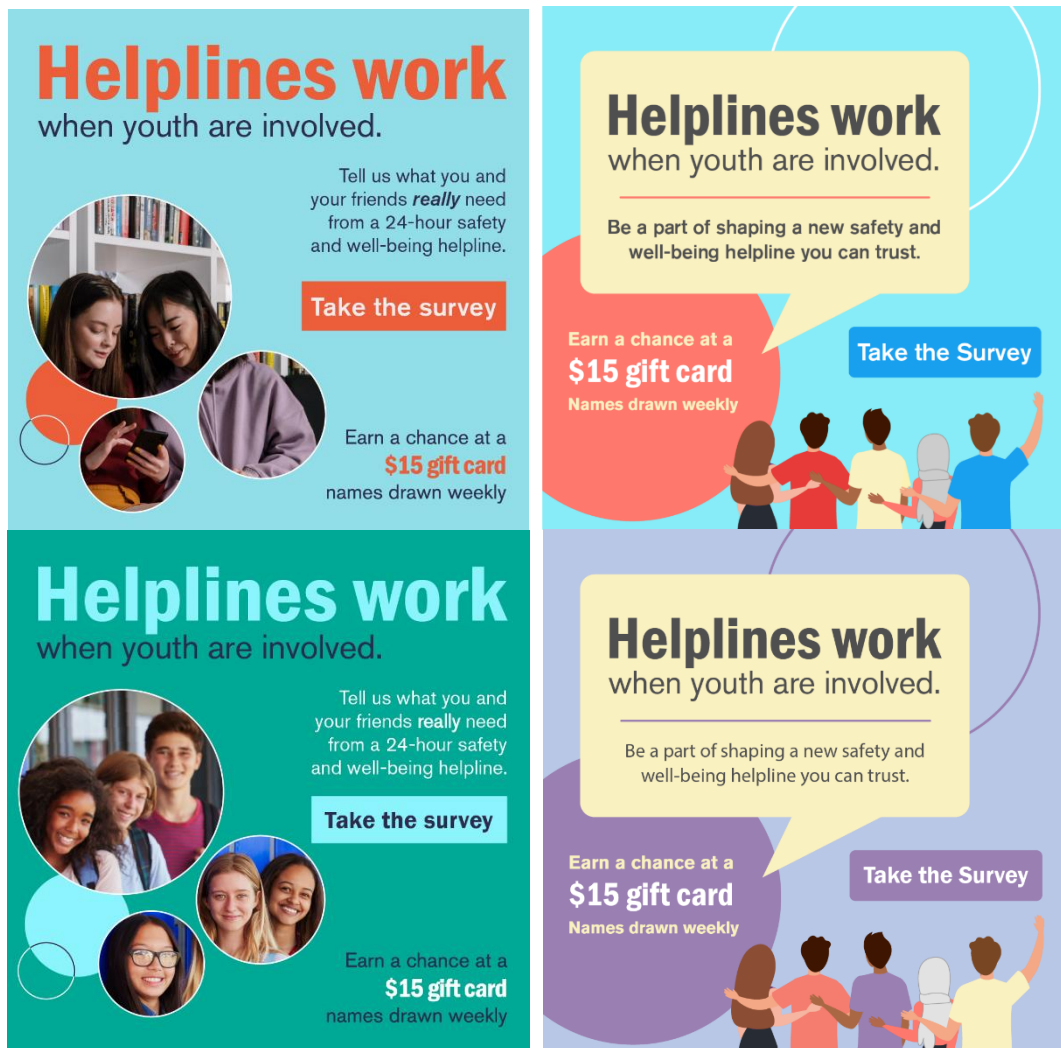
#### Survey 2 Execution:

- Survey 2 will be designed in Qualtrics based on Survey 1 analysis. TVA will share a test link with AGO for feedback and QA/QC of the survey to ensure all edits are incorporated and that segmenting and logic function are working as intended.
- Survey 2 will target to reach at least 400 participants in the priority audience. This will yield a 95% confidence level, with a 5% margin of error, which is the industry standard, that the sample represents the Washington youth population. Because we are focusing on representation, as opposed to a randomized sample, we are specifically focusing on counties and locations that vary in demographics and traffic, so our digital targeting should meet the client’s representation request. For a response to count as a participant, all mandatory questions in the survey must be completed. Mandatory questions will be selected by TVA to ensure all necessary insights will be gathered but will also take survey drop-off risk into consideration. Following the survey timeline will take precedence over capturing 400 participants.
  - For example, when the survey is set to close, if we have only received 365 responses, we will still close the survey.
- TVA will provide weekly engagement metrics to AGO.
- At the conclusion of the surveys, we’ll conduct quantitative and qualitative analysis to glean insight on our research goals and questions, and compile findings and visualizations for the final report and findings presentation.

## Recruitment

- > Survey 1 participants who provide their email address will be contacted with a request to complete Survey 2.
- > Both surveys will include a registration and privacy form for participants to gather demographic and contact information.
  - The registration form will indicate participants are interested in participating in further tipline engagements.
  - Participants will also note their preferred mailing address to receive their Visa card at.
- > TVA designed digital marketing campaigns will recruit participants for both survey phases, including:
  - Survey 1:
    - Targeted display banners
    - Social media ads
    - Geofencing at community centers, shopping centers, community colleges, middle schools, and high schools.
    - Device ID lookback targeting
    - Ads served to those with certain apps downloaded, such as TikTok, YouTube, Discord, and Snapchat
    - Local microinfluencer engagement
  - Survey 2:
    - Targeted display banners

- Social media ads
      - To ensure privacy of participants, TVA will not share any personally identifiable information, including contact information, and all feedback will be anonymous in the final report. All survey responses and personally identifiable information, such as names and e-mail addresses, will not be linked, and TVA will not use, disclose, share, or sell data to a third party. This policy will be shared with participants in the survey, including a Washington Public Records Act disclosure.
- > TVA adjusted the colors and photos between the campaigns to ensure respondents recognized that the second survey opportunity was separate from the first survey opportunity.



## Participant Honorariums

Once survey respondents complete the survey, they will be automatically entered in a weekly honorarium drawing for \$15. Respondents will only be able to progress through

the survey if they confirm they are in the priority age group or are taking the survey on behalf of someone in the priority age group. Visa gift card prizes were distributed via mail through the online platform Tremendous.

- > 200 prizes of \$15 each
  - o 100 prizes distributed for Survey 1
  - o 100 prizes distributed for Survey 2
- > To opt into the drawing, participants will be required to share their mailing address at the completion of the survey.
- > Survey 1 - Prize drawings once a week:
  - o July 18: 25 prizes awarded
  - o July 25: 25 prizes awarded
  - o August 1: 25 prizes awarded
  - o August 8: 25 prizes awarded
- > Survey 2 – Prize drawings once a week:
  - o September 19: 25 prizes awarded
  - o September 26: 25 prizes awarded
  - o October 3: 50 prizes awarded
- > Prizes will be mailed out 48 hours (2 business days) of the prize drawing.
- > Participants will be eligible for a single honorarium during any remaining weekly drawing once they complete the survey.
  - o Once a participant receives an honorarium, they are no longer eligible for the remaining drawings of that survey.
  - o If someone participates in Survey 1 and Survey 2, they will be eligible for a single honorarium per survey.
- > TVA will provide honorarium payment documentation.

## **Survey Development**

- > Naming options will be developed by the TVA team and narrowed down by the AGO for inclusion in the survey.
  - o Survey 1 naming options will include themes, phrases, and words for participants to react to.
  - o Survey 2 naming options will include specific tipline name options for participants to choose from.
- > Survey content will be guided by discovery research and the research goals.
- > [2] reviews by client per survey.
- > Include an opt-in option at the end of the survey for participants to elect to participate in further engagement for tipline development activities.
- > Surveys will conclude with a demographic question section, which may include race/ethnicity, city of residence, school status, social media access, personal phone access, etc.

## Analysis and Findings Report

- > TVA will monitor survey responses weekly for bots through bot-detection software along with manual detection.
- > TVA will conduct qualitative and quantitative analysis.
- > Gaps in knowledge and recommended further areas of study will be identified.
- > Once both surveys have been analyzed, TVA will deliver one (1) draft Findings Report for the client to provide one (1) round of feedback on.
- > TVA will deliver one (1) final Findings Report to the client that includes any edits from the draft report.

## TVA-Led Recruitment Tactics

### Digital Tactics

#### Target Counties

TVA anticipates focusing digital targeting on the following counties:

1. King County
2. Pierce County
3. Yakima County
4. Okanogan County
5. Franklin County
6. Clark County

These counties have high youth and BIPOC populations and range from rural to urban.

1. King County and Pierce County
  - a. 7% of the population identifies as Black
2. Okanogan County
  - a. 11% of population identifies as American Indian/Alaskan Native
3. Yakima County
  - a. 25% of population is between 5-19 years old
  - b. 52% of the population identifies as Hispanic
4. Franklin County
  - a. 32% under 18 years old
  - b. 53% Hispanic or Latino
  - c. 21% foreign-born
5. Clark County
  - a. 5% Asian
  - b. 10% Hispanic or Latino
  - c. 23% under 18 years old

- d. 10% foreign-born

Impressions (views) are kind of like a funnel; they cast a wide participant net that dwindles into clicks, which then dwindles into responses. There is certainly variation, but programmatic digital ads may yield 800k – 1 million impressions, which would likely lead to about 800-1,000 clicks. The number of survey responses from programmatic digital ads is difficult to estimate because of the other recruitment avenues that are used, such as social media posts and link sharing with community partners and between friends.

### Promotional Messaging

TVA will develop written and visual assets to be used in ads. This will include:

1. Digital graphics, including a digital flyer for AGO staff and their networks to use on their personal social media accounts.
2. Appropriate copy for youth engagement, which will include:
  - a. A call to action to take the survey
  - b. The opportunity to receive a gift card for participation

### Display Banners

With proven reach and engagement, display is a strategic, malleable, and cost-effective way to meet priority survey respondents where they already live on both desktop and mobile. Display ads will appear across a variety of local, regional, and industry publications. Ads will be targeted at the geographies outlined above.

To help increase participation from our priority participants, additional targeting layers will be added, such as near community centers, K-12 schools, colleges, and shopping malls, to increase ads served to:

1. BIPOC youth
2. Rural youth
3. Urban youth

### Social Media Advertising

Social media advertising is a cost-effective way to reach already engaged users. Ads will be targeted by location and language to increase impressions by our priority audience. Ads include graphics as well as a short description. Ads will be disseminated through TVA's Social Media accounts. Social media tactics will include the following:

- > **Instagram News Feed Ads:** Ad creative appears as single image with post copy on Instagram News Feed. Ad copy should be succinct and include a clear call to action.
- > **Instagram Story Ads:** Ad creative appears as users scroll through Instagram Stories. Content is automatically adapted into Story format.

## Creative

In order to place ads most efficiently and effectively, ads will be created in the following sizes and languages:

English:

- 300x250
- 320x50
- 728x90
- 160x600
- 300x600

## **Client-Led Recruitment Tactics**

In addition to the above TVA-led recruitment efforts, we recommend that client:

- > Share the survey link and/or QR code with their own identified outreach networks.



## Appendix C - Survey 1

### Introduction

Hello!

Washington State is working to create a **safety and well-being helpline** available 24 hours a day, 365 days a year to address a spectrum of youth safety & well-being concerns and connect youth with appropriate resources.

This survey is conducted by The Vida Agency on behalf of Washington State. No information you share will be linked to you. Your information will only be used to send you your gift card, or if you indicate you want to be contacted for future opportunities to provide input on this program.

This survey will take about 10 minutes to complete. When you complete the survey, you will be eligible to receive a \$15 gift card.

### Privacy Disclaimer

Your personal information will be held in strict confidentiality by the Vida Agency, and your responses will be used only for the purposes of this study. Results will be reported in aggregate form and any direct quotes used will be anonymous. We will not sell your information to any third parties. Personal information entered on this form is subject to the Washington Public Records Act and may be subject to disclosure to a third-party requestor.

We want to create a helpline that:

- Believes law enforcement and police don't always need to be called
- Can be used for all types of youth-related safety and well-being concerns
- Provides support for everyone under 25 years old
- Doesn't want to get you in trouble

- 1) Would you like to provide your feedback and help us design the program?
  - a. Yes
  - b. No

If Q1 is [b. No] End Survey

### Filter

- 2) What state do you live in? (Drop down)

- 3) How old are you?
- a. Under 13 years old
  - b. 13-17 years old
  - c. 18-25 years old
  - d. 26+ years old

Show Q3 if Q2 is [d. 26+ years old]

- 4) Are you taking this survey on behalf of someone that is under 26?
- a. Yes
  - b. No

If Q3 is [b. No], End Survey

Show Q4 if Q3 is [a. Yes]

- 5) How old is the person you are taking this survey for?
- a. Under 12 years old
  - b. 12-17 years old
  - c. 18-25 years old

### Perception and Needs

The goal of this helpline is to support the safety and well-being of youth in Washington State.

How much do you agree with the definition of safety and well-being below?

- 6) **Safety & Well-being** together is your overall sense of security and satisfaction with your life. It includes all your different perceptions and feelings about the world and how you fit into it (like a sense of security and happiness) as well as social attributes (like getting your basic needs met).
- a. Strongly agree
  - b. Somewhat agree
  - c. Neither agree nor disagree
  - d. Somewhat disagree
  - e. Strongly disagree

- 7) How would you define "**Safety & Well-being**?"

### Program Features

- 8) When would you consider using this safety and well-being hotline? Check all that apply.
- a. I am, or someone I know is, facing a **crisis**
  - b. I, or someone I know, needs **help**

- c. I'm trying to **protect** myself or someone I know
- d. I need to talk to someone I can **trust**
- e. I need, or someone I know needs, **advice**
- f. I am **concerned** about myself or someone I know
- g. None of the above
- h. Other (Please Specify)

9) When would you probably call 911? Check all that apply.

- a. I am, or someone I know is, facing a **crisis**
- b. I, or someone I know, needs **help**
- c. I'm trying to **protect** myself or someone I know
- d. I need to talk to someone I can **trust**
- e. I need, or someone I know needs, **advice**
- f. I am **concerned** about myself or someone I know
- g. None of the above
- h. Other (Please Specify)

10) Can you think of a time when a safety and well-being hotline would have been helpful for you? If so, please tell us about it. [Open-ended, optional]

11) If you had a safety and well-being concern in your community, who would you go to first? Next? Last?

Please drag and rank the choices below with 1 being the person or people you would go to first and 11 being the person or people you would go to as the last resort.

[There will be 3 boxes "Who I will go to first:", "If they are not able to help or available, I will go to:", and "As a last resort I will contact:"]

- a. My friends
- b. My parents/guardians
- c. Another family member or family friend
- d. Neighbor
- e. My teachers
- f. Other school staff
- g. A mental health professional
- h. An anonymous hotline
- i. The police

- j. None of the above
- k. Other (Please Specify)

12) How would you like to contact a safety and well-being hotline? Check all that apply.

- a. Text
- b. Phone call
- c. Phone App
- d. Website (Live Chat)
- e. Website (Contact form)
- f. Social Media (Direct Message)
- g. Email
- h. Other (Please Specify)

13) When contacting a safety and well-being hotline, who would you want to speak to? Check all that apply.

- a. A trained Professional
- b. Someone who has gone through a similar experience
- c. Someone who reminds me of my friends
- d. Someone who reminds me of my parents
- e. Someone who reminds me of my teachers
- f. Other (Please Specify)

14) What information would you feel comfortable sharing with a safety and well-being hotline? Check all that apply.

- a. My name, address, phone number, school, etc.
- b. My friend's name, address, phone number, school, etc.
- c. The name, address, phone number, or school of someone I am calling about that isn't necessarily a friend
- d. Specific details about a safety and well-being concern
- e. General information about a safety and well-being concern
- f. None of the above
- g. Other: Please Specify

15) Is there any information you would NOT feel comfortable sharing with the hotline? [Open-ended]

- 16) What would make you trust this safety & well-being hotline? Check all that apply.
- a. My conversation is not shared with anyone else.
  - b. My information is kept private.
  - c. The person I'm speaking to addresses my concerns
  - d. I don't have to speak to the police
  - e. The police are not involved unless deemed appropriate
  - f. People I know use this helpline
  - g. I can submit my concern quickly
  - h. I can submit my concerns without calling
  - i. I can submit my concerns without leaving my contact information
  - j. The helpline is easy to use
  - k. The helpline makes me feel safer
  - l. None of the above.
  - m. Other (Please Specify)

### **Program Look and Feel**

*Design this hotline! As a reminder, the program is for any safety and well-being concern and will serve anyone in Washington under 25 years old.*

- 17) What name would you give this safety and well-being hotline? [Open-ended, optional]

- 18) What color scheme or palette should the safety and well-being hotline be? [Color selection] You may pick up to five (5).

- 19) What should the vibe of the safety and well-being hotline be: [Check all that apply]

- a. Calm
- b. Happy
- c. Serious
- d. Professional
- e. Educational
- f. Other (Please Specify)

- 20) When people call this hotline, what type of hold music would you want to hear?

Please drag and drop the choices below into the relevant buckets. You don't have to use all the choices listed below.

[There will be two (2) buckets: Music I want to hear and Music I don't want to hear]

- a. Pop
- b. Hip-hop and Rap
- c. Rock
- d. Dance and Electronic music
- e. Latin music
- f. Indie and Alternative Rock
- g. Classical music
- h. K-Pop
- i. Country
- j. Metal
- k. Other (Please Specify)

21) What are some other apps, programs, or brands you think we can learn from?  
[Open-ended, optional]

### **Demographic Questions**

*These questions let us know who we are hearing from, so we can make sure all voices are heard.*

22) How would you describe your race/ethnicity? Check all that apply.

- a. African American or Black
- b. Asian American
- c. Asian
- d. East Asian
- e. South Asian
- f. Southeast Asian
- g. Hispanic or Latina/o
- h. Middle Eastern
- i. American Indian/Alaskan Native
- j. Native Hawaiian or Pacific Islander
- k. White, Caucasian, or European
- l. American
- m. Multi-racial
- n. Decline to respond
- o. Other: Please specify

23) Do you speak a language other than English at home? Check all that apply.

- a. Chinese

- b. Spanish
- c. Vietnamese
- d. Somali
- e. Amharic
- f. Korean
- g. Tagalog
- h. Tigrinya
- i. Oromo
- j. Japanese
- k. Russian
- l. Other (Please Specify)
- m. No, I only speak English at home

If Q3 is not [a. Under 13 years old]

- 24) What gender do you identify as?
- a. Female
  - b. Male
  - c. Non-binary
  - d. Transgender Female
  - e. Transgender Male
  - f. Prefer not to answer
  - g. Gender not listed: (Please Specify)

If Q3 is not [a. Under 13 years old]

- 25) What sexual orientation do you identify as?
- a. Gay
  - b. Bisexual
  - c. Heterosexual/Straight
  - d. Lesbian
  - e. Pansexual
  - f. Queer
  - g. Other (Please specify)
  - h. Decline to respond
- 26) What town or city do you live in? (Open-ended)
- 27) Are you currently a student in school?
- a. Yes, Elementary School
  - b. Yes, Middle School
  - c. Yes, High School
  - d. Yes, College/University

e. No

Show Q25 if Q24 is NOT [e. No]

28) What type of school do you attend?

- a. Public school
- b. Private school
- c. Home school
- d. Charter school
- e. Tribal Compact School
- f. I don't know. My school name is: (Please specify)

29) Do you use any of the following social media platforms?

- a. Facebook
- b. Instagram
- c. Snapchat
- d. TikTok
- e. Twitch
- f. Twitter
- g. YouTube
- h. Other (please specify):
- i. None of the above

30) Which of the following statements apply to you?

- a. I have a personal smartphone
- b. I identify as part of the LGBTQIA+ community
- c. I identify as neurodivergent
- d. I identify as someone with a disability
- e. I am currently experiencing/have experienced homelessness
- f. I am currently in/have been in foster care
- g. My parent or guardian is in the military
- h. I am in the military
- i. I am enrolled in free or reduced lunch
- j. I am, or my family is, enrolled in a public assistance program, such as SNAP or WIC.
- k. I have interacted with the justice system before (went to court, been arrested, been to a juvenile detention center, been to jail, or been ordered to complete community service)
- l. None of these apply to me



## Logistics and Contact Information

31) Everyone that completes this survey has a chance to get a \$15 gift card. Participants will only receive gift cards once.

Every Friday, up to 25 survey participants will be randomly selected, and the stipend will be sent via mail from The Vida Agency.

**To be eligible for a gift card, please enter your mailing address below.**

- a. First Name
- b. Last Name
- c. Address
- d. Address 2
- e. City
- f. State
- g. Postal Code
- h. Country/region

32) Would you like to be contacted by The Vida Agency or the Washington State Office of the Attorney General for further research related to creating this safety and well-being hotline?

- a. Yes
- b. No

## End of Survey Message

Thank you for sharing your ideas with us!

- If you indicated an interest in participating in future research, we will contact you via email when the next survey goes out in September.
- If you are selected to receive the \$15 gift card, The Vida Agency will send you your gift card via mail.
- Every week, up to 25 survey participants will be randomly selected, and the gift cards will be sent out by mail.

Thank you again for taking the time to complete this survey.

If you have any questions, please contact The Vida Agency at [research@thevidaagency.com](mailto:research@thevidaagency.com)

### Information Collected and How It is Used

Information provided on this survey will be used to inform the development and implementation of a youth safety & well-being for the State of Washington. Any information that you provide will not be sold, rented, or leased to third parties. We strongly urge you to not submit sensitive personal information on this survey. All of the information collected in this

survey becomes a public record that may be subject to inspection and copying by members of the public, unless an exemption or other protection in the law exists. It is recommended that you limit personal and sensitive information in your responses. By choosing to take the survey you indicate your understanding that your responses could become subject to public disclosure.

## Appendix D - Survey 2

### Introduction

#### Youth Safety & Well-Being Line - Survey 2

Washington State is creating a safety and well-being line that will be available 24 hours a day, 7 days a week, 365 days a year to address a spectrum of youth safety & well-being concerns and connect youth to appropriate resources. In July 2022, the Vida Agency on behalf of Washington State, sent out a survey to understand your needs and wants for this line.

This is a follow-up to the initial survey to dive deeper into your feedback and ensure your concerns are addressed. If you haven't responded to the initial survey, we would still love to hear from you!

No information you share will be linked to you. Your information will only be used to send your gift card, or if you indicate you want to be contacted for future opportunities to provide input on this program.

This survey will take about 15 minutes to complete. When you complete the survey, you will be eligible to receive a \$15 gift card.

### Screeners

1. Did you complete the first survey about the safety and well-being line?
  - a. Yes
  - b. No
  - c. I'm not sure

#### Message if [Yes] is selected

"Welcome back! Since we do not track any personal identifiable information, you will be asked some of the same demographic questions as the first survey. Thank you for your understanding."

2. What state do you live in most of the time? [Drop-down]

#### If [Washington] is not selected in Q2 = End of Survey.

You must be at least 13 years old to complete this survey. If you are under 13, your parent or guardian must take this survey on your behalf.

3. How old are you?
  - a. Under 13 years old
  - b. 13-14 years old
  - c. 15-16 years old
  - d. 17-18 years old
  - e. 19-20 years old
  - f. 21-25 years old
  - g. 26+ years old

If [a. Under 13 years old] is selected in Q3], End of Survey.

If [g. 26+ years old] is selected in Q3, show Q4

4. Are you taking this survey on behalf of someone who is under 26 years old?
  - a. Yes
  - b. No

If [b. No] is selected in Q4 = End of Survey.

If [a. Yes] is selected in Q4, show Q5.

5. How old is the person you are taking this survey for?
  - a. Under 12 years old
  - b. 12-17 years old
  - c. 18-25 years old

### **Purpose of a Safety and Well-Being Line Versus 911**

Safety & well-being is defined as your overall sense of security and satisfaction with your life. The safety and well-being line we are developing will be:

- Available 24 /7 and 365 days per year.
- Available via an app, text, web-form, and phone line.
- Address a variety of youth safety & well-being concerns.
- Connect youth with appropriate existing resources.

6. With that in mind, what issues are most relevant to you that 911 or other resources don't adequately address? Check all that apply.
  - a. Medical Emergencies
  - b. Physical and Cyber Bullying
  - c. Sexual Abuse and Sexual Assault

- d. Drug and Alcohol Use
  - e. Social Pressures (From school or your peers)
  - f. Mental Well-Being (Depression, Anxiety, Suicidal Ideation, etc.)
  - g. Personal Safety
  - h. Potential Mass Violence Threats
  - i. Other (Please Specify)
  - j. None of the above.
7. Which of the following situations would you consider using a safety and well-being line? Check all that apply.
- a. If I'm personally experiencing a safety and well-being concern.
  - b. If my friend or someone I know is experiencing a safety and well-being concern.
  - c. If I think a potential mass violence threat will occur at my school or in my community.
  - d. I will never call a safety and well-being line.
  - e. Other (Please Specify)
8. When are you most likely to contact this line about a safety and well-being concern? Check all that apply.
- a. When my friends or family are not available.
  - b. When my friends or family are the people that I am concerned about.
  - c. When it's the last resort.
  - d. When other people don't understand my concerns.
  - e. When I want to keep my problem private.
  - f. When I want to speak to a trained professional.
  - g. When I don't have access to a trusted adult at school.
  - h. If I have a concern but want to communicate via app, text, or web-form (rather than a phone call)
  - i. Other (Please Specify)
  - j. None of the above.
9. On a scale from 1-4, with 1 being the most important, please rank how important the below factors are to you when contacting a safety and well-being line.
- a. My information is kept private.
  - b. My concerns are addressed respectfully and seriously.
  - c. Police or other law enforcement are not involved.
  - d. Someone follows up with me after I share my concern.

### Privacy

10. What does "my information is kept private" mean to you? Check all that apply.
- a. Not requiring me to provide any personal information (name, address, etc.)
  - b. My information is never shared with any third party or law enforcement.

- c. No one who knows me will know the details of my conversations.
  - d. Nothing I say or report can be tracked back to me.
  - e. Any information provided can be easily deleted and removed.
  - f. My permission is required for any information to be shared.
  - g. Other (Please Specify)
11. Who should the information be kept private from? Check all that apply.
- a. My friends
  - b. My family
  - c. Other people who know me
  - d. My school
  - e. The police or other law enforcement
  - f. Other (Please Specify)

### App

We are looking to develop a mobile and web app for this line.

12. Would you consider downloading an app for this line on your phone?
- a. Yes
  - b. No
  - c. I'm not sure

If [a. Yes] or [c. I'm not sure] are selected in Q12, show Q13

13. If you had to create an account on the app, what information would you be comfortable sharing? Check all that apply.
- a. Name
  - b. Address
  - c. Zip Code
  - d. E-mail
  - e. Phone number
  - f. None of the above.

If [a. Yes] or [c. I'm not sure] are selected in Q12, show Q14

14. What functions of a safety and well-being line app would you want to see? Check all that apply.
- a. Live text chat.
  - b. Anonymous sign up.

- c. Video chat.
- d. A way to submit my concerns without speaking with anyone.
- e. Knowing my concerns are being addressed and acted upon.
- f. No sign up or registration requirement.
- g. Password protection.
- h. Simple process to submit my concerns.
- i. I would prefer to just call.
- j. Other (Please Specify)
- k. None of the above.

If [b. No] or [c. I'm not sure] are selected in Q12, show Q15

15. What concerns do you have with downloading an app for this line on your phone?  
[Open-ended]

16. Would you have any trouble using a mobile app or website to access the line?  
Check all that apply.

- a. I don't have reliable access to a mobile phone.
- b. I don't have reliable access to a computer or laptop.
- c. I don't have reliable access to the internet.
- d. I don't have reliable cell service.
- e. I don't want to share any information online.
- f. I don't want to have an app on my phone.
- g. I don't have any problems using a mobile app or website.
- h. Other (Please Specify)

17. Is there anything else that would make you hesitant about using a mobile app or website for the line? [Open-ended]

### Follow-Up

One of our goals for the line is to have a follow-up with each user.

18. How would you like to receive a follow-up?

- a. E-mail
- b. Phone call
- c. Text messages
- d. I don't want to receive a follow-up.
- e. Other (Please Specify)

19. How important is a follow-up conversation to you?

- a. Not at all important
  - b. Slightly important
  - c. Moderately important
  - d. Very important
  - e. Extremely important
20. What do you want in a follow-up conversation? Check all that apply.
- a. An update on any actions taken (if appropriate).
  - b. Someone to check in on me.
  - c. Other (Please Specify)
  - d. None of the above.

### **Name Options**

Based on your feedback from our first survey, we have developed a list of potential names for this line. Please look at the options and answer the following questions.

#### **Happiness Line**

#### **Safety and Well-Being Line**

#### **Safe & Well Line**

#### **YouthSafe Line**

#### **Youth Safety Line**

#### **Youth in Crisis Line**

#### **Youth Guardian or YouthShield**

#### **Crisis Cool-line**

21. Which are your top three favorite names? [Drop down]
22. You picked [Selected Choices]. Why do you like the names you picked? [Open-ended]
23. Which are your top three least favorite names? [Drop down]
24. You picked [Selected Choices]. Why do you dislike the names you picked? [Open-ended]

### **Languages**



25. Besides English, what other languages, if any, should be available for when you contact the line? Check all that apply.

- a. Chinese
- b. Spanish
- c. Vietnamese
- d. Somali
- e. Amharic
- f. Korean
- g. Tagalog
- h. Tigrinya
- i. Oromo
- j. Japanese
- k. Russian
- l. Other (Please Specify)
- m. None of the Above

### **Demographic Questions**

*These questions let us know who we are hearing from, so we can make sure all voices are heard.*

26. How would you describe your race/ethnicity? Check all that apply.

- a. African American or Black
- b. Asian American
- c. Asian
- d. East Asian
- e. South Asian
- f. Southeast Asian
- g. Hispanic or Latina/o
- h. Middle Eastern
- i. American Indian/Alaskan Native
- j. Native Hawaiian or Pacific Islander
- k. White, Caucasian, or European
- l. American
- m. Multi-racial
- n. Other (Please Specify)
- o. Decline to respond

27. Do you speak a language other than English at home? Check all that apply.

- a. Chinese
- b. Spanish
- c. Vietnamese
- d. Somali
- e. Amharic

- f. Korean
- g. Tagalog
- h. Tigrinya
- i. Oromo
- j. Japanese
- k. Russian
- l. No, I only speak English at home.
- m. Other (Please Specify)

Show Q29 if Q3 is NOT [a. Under 12 years old]

28. What gender do you identify as?
- a. Agender
  - b. Androgyne
  - c. Bigender
  - d. Cisgender Man
  - e. Cisgender Woman
  - f. Demigender
  - g. Gender queer or gender fluid
  - h. Man
  - i. Non-binary
  - j. Pangender
  - k. Questioning or unsure
  - l. Transgender Man
  - m. Transgender Woman
  - n. Two Spirit
  - o. Woman
  - p. Gender not listed (Please Specify)
  - q. Decline to respond

Show Q30 if Q3 is NOT [a. Under 12 years old]

29. What sexual orientation do you identify as?
- a. Bisexual
  - b. Gay
  - c. Gender Non-Conforming or Non-Binary
  - d. Heterosexual/straight
  - e. Lesbian
  - f. Pansexual
  - g. Queer
  - h. Sexual orientation not listed (Please Specify)

- i. Decline to respond
30. What town or city do you live in? [Open-ended]
31. Are you currently a student in school?
- a. Yes, Elementary School
  - b. Yes, Middle School
  - c. Yes, High School
  - d. Yes, College/University/Technical or Trade School
  - e. No

Show Q32 if Q31 is NOT [e. No]

32. What type of school do you attend?
- a. Public school
  - b. Private school
  - c. Home school
  - d. Charter school
  - e. Tribal Compact School
  - f. don't know. My school name is: (Please Specify)
33. Do you use any of the following social media platforms? Check all that apply.
- a. Facebook
  - b. Instagram
  - c. Snapchat
  - d. TikTok
  - e. Twitch
  - f. Twitter
  - g. YouTube
  - h. Other (Please Specify)
  - i. None of the above.
34. Which of the following statements apply to you? Check all that apply.
- a. have a personal smartphone.
  - b. identify as neurodivergent.
  - c. identify as someone with a disability.
  - d. am currently experiencing/have experienced homelessness.
  - e. am currently in/have been in foster care.
  - f. My parent or guardian is in the military.
  - g. am in the military.
  - h. am enrolled in free or reduced lunch.

- i. am, or my family is, enrolled in a public assistance program, such as SNAP or WIC.
- j. have interacted with the justice system before (went to court, been arrested, been to a juvenile detention center, been to jail, or been ordered to complete community service).
- k. None of these apply to me.

### **Logistics and Contact Information**

Everyone that completes this survey has a chance to get a \$15 gift card. Participants will only receive gift cards once.

Every week, up to 25 survey participants will be randomly selected, and the stipend will be sent via mail from The Vida Agency.

35. To be eligible for a gift card, please enter your mailing address below.

- a. First Name
- b. Last Name
- c. Address
- d. Address 2
- e. City
- f. State
- g. Postal Code
- h. Country/Region

36. Would you like to be contacted by The Vida Agency or The Office of the Attorney General for future research related to creating this safety and well-being line?

- a. Yes (please enter your email address below)
- b. No

### **End of Survey Message**

Thank you for sharing your ideas with us!

If you indicated an interest in participating in future research, we will share your e-mail with the Washington State Office of the Attorney General so they can reach out to you with further opportunities in the development of this safety and well-being line.

If you are selected to receive the \$15 gift card, The Vida Agency will send you your gift card via mail.

Every week, up to 25 survey participants will be randomly selected, and the gift cards will be sent out by mail.

Thank you again for taking the time to complete this survey.

If you have any questions, please contact The Vida Agency at [research@thevidaagency.com](mailto:research@thevidaagency.com)

Information provided on this survey will be used to inform the development and implementation of a youth safety & well-being for the State of Washington. Any information that you provide will not be sold, rented, or leased to third parties. We strongly urge you to not submit sensitive personal information on this survey. All of the information collected in this survey becomes a public record that may be subject to inspection and copying by members of the public, unless an exemption or other protection in the law exists. It is recommended that you limit personal and sensitive information in your responses. By choosing to take the survey you indicate your understanding that your responses could become subject to public disclosure.

## ATTACHMENT C – INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Contract, Contractor obtain and maintain in full force and effect, at Contractor’s sole expense, the following insurance coverages:
  - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an ‘occurrence form’ in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Contract.
  - b. **WORKERS’ COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers’ Compensation or Industrial Accident insurance providing benefits as required by law.
  - c. **EMPLOYERS’ LIABILITY (STOP GAP) INSURANCE.** 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, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
  - d. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** ‘Symbol 1’ Commercial Automobile Liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

### Scaled Insurance Coverage Requirements – HearMe Program Branding, Marketing, and Website Creation

Coverage Type	Baseline	Additional	Additional	Additional	Additional	Additional
<b>Average Annual Data Reported</b>	Up to 20K/Year	Up to 40K/Year	Up to 60K/Year	Up to 80K/Year	Up to 100K/Year	Up to 120K/Year
<b>Coverage Amount</b>	\$2,500,000.00	\$4,000,000.00	\$5,500,000.00	\$7,000,000.00	\$8,500,000.00	\$10,000,000.00

The insurance coverage limits set forth herein are the minimum. Contractor’s insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.



Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. The AGO reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **STATE NAMED AS ADDITIONAL INSURED.** Commercial General Liability, Workers' Compensation Insurance, Employers' Liability Stop Gap Insurance, Commercial Automobile Liability and Cyber Liability, shall include the Washington State Office of the Attorney General and AGO HearMe Program Branding, Marketing, and Website Creation Program (and its agents, officers, and employees) as Additional Insureds, evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Contract, Contractor shall furnish to the AGO, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to the AGO that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to the AGO an updated or renewed certificate of insurance, satisfactory to the AGO, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Agency Contract number stated on the cover of this Agency Contract.** All certificates of Insurance and any related insurance documents shall be delivered to the AGO by U.S. mail, postage prepaid, or sent via email, and shall be sent to email address set forth below or to such other address or email address as the AGO may specify in writing:

Email: [Contracts@atg.wa.gov](mailto:Contracts@atg.wa.gov)

*Note:* For Email notice, the Email Subject line must state:

**Agency Contract Insurance Certificate – Agency Contract**

**No. K \_\_\_\_\_ – \_\_\_\_\_**

***(Note: A Contract number will be provided during the contract drafting and negotiation phase)***

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or the AGO. All insurance or self-insurance of the State of Washington and/or the AGO shall be excess of any insurance provided by Contractor or subcontractors.



6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and the AGO for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to the AGO. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.
9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.





**ATTACHMENT D  
DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS**

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**1. Bidder’s Anticipated Diverse Business Participation (Goals)**

List Bidder’s anticipated small/diverse business category participation goals for subcontractor participation, if Bidder is awarded a Contract. If Bidder intends to use a subcontractor that is not a small/diverse business, please include this information as well. Bidders may list any goal amount. These goals are aspirational goals for Bidder’s use of small/diverse business subcontractors, if awarded a Contract pursuant to this Competitive Solicitation.

<b>Small/Diverse Business category</b>	<b>Anticipated Percent of Contract Amount (Goals)</b>
Minority-Owned Business	
Woman-Owned Business	
Veteran-Owned Business	
Washington Small Business	
Non certified Businesses	

**2. Bidder’s Diverse Business Subcontracting list**

Provide the firm information of the relevant small/diverse business subcontractors that Bidder anticipates utilizing, if awarded a Contract pursuant to this Competitive Solicitation. If Bidder intends to use a subcontractor that is not a small/diverse business, please include their information as well. Please identify the names of the firms as they are listed in Washington’s Electronic Business Solution (WEBS) and provide the firm’s applicable certification numbers (for Minority, Woman, and Veteran-Owned firms).

<b>State certification category</b>	<b>List of Firms</b>
Minority-Owned Businesses	
Woman-Owned Businesses	
Veteran-Owned Businesses	
Washington Small Businesses	
Non certified Businesses	

**3. Describe Bidder’s Plan to Meet or Exceed Bidder’s Voluntary Diverse Business Inclusion Plan – Subcontractor’s Goals, Including Outreach.**

Response:

**4. Identify Bidder’s Primary Contact for Bidder’s Diverse Business inclusion Plan – Subcontractor’s Goals.**

Response:



Bidder commits to a make a genuine effort to achieve the proposed subcontract goals with small/diverse business subcontractors as stated above. Bidder will develop a comprehensive outreach strategy that will engage small/diverse businesses registered with the State of Washington in WEBS.

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**Bidder's Authorized Representative**

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**Dated Signed**



**ATTACHMENT E – BIDDER CERTIFICATION**

Competitive Solicitation:	No. #23-01		
Bidder:	Type/print full legal name of Bidder		
Bidder's Address:	Type/print Bidder's Address		
Bidder Organization Type: Check appropriate box	Corporation:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Limited Liability Company (LLC):	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Partnership:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Sole Proprietorship:	<input type="checkbox"/>	
	* Note: A sole proprietorship is an unincorporated business owned and run by an individual with no distinction between the business and the owner. It is not a legal entity. It simply refers to a person who owns the business and is personally responsible for its debts and who pays personal income taxes on profits earned from the business. If you are a bidder who operates a business on your own, you automatically are a sole proprietor unless you have adopted a business structure (e.g., corporation, LLC, partnership).		
State of Formation for Corp./LLC/Partnership:	Type/print the state where the corporation, LLC, or partnership is formed – e.g., 'Washington' if domestic and the name of the state if 'Foreign' (i.e., not Washington)		
Doing Business Under Another Name: Check appropriate box	<p>State whether Bidder has been doing business under another name during the past five years:</p> <p><input type="checkbox"/> Bidder has NOT done business under another name      <input type="checkbox"/> Bidder HAS done business under another name</p> <p>If Bidder HAS done business under another name, provide the name(s) and addresses:</p> <p>Name: _____</p> <p>Address: _____</p>		

Bidder, through the duly authorized undersigned, makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief, that the following are true, complete, correct, and made in good faith:

- Understanding.** Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions in the Competitive Solicitation (including all exhibits) and the terms and conditions of the Contract and any amendments or clarifications to the Competitive Solicitation, and agrees to abide by the same.



2. **Accuracy.** Bidder certifies that Bidder has carefully prepared and reviewed its bid and fully supports the accuracy of the same. Bidder further understands and acknowledges that the AGO shall not be responsible for any errors or omission on the part of Bidder in preparing its bid. Bidder certifies that the facts declared here are true and accurate. Bidder further understands and acknowledges that the continuing compliance with these statements and all requirements of the Competitive Solicitation are conditions precedent to the award or continuation of the resulting Contract.
3. **No Collusion or Anti-Competitive Practices.** Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Competitive Solicitation. Bidder certifies that Bidder's bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other Bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder certifies that Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other Bidder or competitor before award of a Contract, unless otherwise required by law. Bidder certifies that Bidder has made no attempt and shall not make any attempt to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a bid.
4. **Firm Offer.** Bidder certifies that its bid, attached hereto, is a firm offer which cannot be withdrawn for a period of ninety (90) days from and after the bid due date specified in the Competitive Solicitation. The AGO may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder's bid shall remain valid for such period or until the protest and any related court action is resolved, whichever is later.
5. **Conflict of Interest.** Bidder certifies that, in preparing this bid, Bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this Competitive Solicitation, 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 bid.
6. **No Reimbursement.** Bidder certifies that Bidder understands that the State of Washington will not reimburse Bidder for any costs incurred in the preparation of this bid. All bids become the property of the State of Washington, and Bidder claims no proprietary right to the ideas, writings, items, or samples unless so stated in the bid.
7. **Performance.** Bidder certifies that Bidder understands that its submittal of a bid and execution of this Bidder's Certification certifies Bidder's willingness to comply with the Contract, if awarded such. By submitting this bid, Bidder hereby offers to furnish the goods and/or services solicited pursuant to this Competitive Solicitation in compliance with all terms, conditions, and performance requirements contained in this Competitive Solicitation and the resulting Contract or, if applicable, as detailed on a Contract Issues List, if permitted, in this Competitive Solicitation.
8. **Insurance.** Bidder certifies as follows (*must check one*):

**BIDDER HAS REQUIRED INSURANCE.** Bidder has attached a current, valid Certificate of



Insurance for each and all of the required insurance coverages as specified in the Contract (note: Bidder must attach the Insurance Certificate).

OR

*BIDDER WILL OBTAIN REQUIRED INSURANCE.* Bidder does not have a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in Attachment B but, if designated as the Apparent Successful Bidder, Bidder will provide such a Certificate of Insurance, without exception of any kind, to the AGO within twenty-four (24) hours of such designation or notification by the AGO or be deemed a nonresponsive bid.

OR

*BIDDER DOES NOT HAVE REQUIRED INSURANCE.* As detailed on the attached explanation (Bidder to provide), Bidder does not have a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract and, if designated as the Apparent Successful Bidder would not be able to provide such a Certificate of Insurance to the AGO within twenty-four (24) hours of such designation.

9. **Debarment.** Bidder certifies as follows (*must check one*):

*NO DEBARMENT.* Bidder and/or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity.

OR

*DEBARRED.* As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity.

10. **Criminal Offense.** Bidder certifies as follows (*must check one*):

*NO CRIMINAL OFFENSE.* Bidder and its officers, directors, and managers have not, within the three (3) year period preceding the date of this Competitive Solicitation, been convicted or had a civil judgment rendered against Bidder or such officers, directors, and managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that Bidder and its officers, directors, and managers are not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.

OR

*CRIMINAL OFFENSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder or its officers, directors, or managers have been convicted or had a civil judgment rendered against Bidder or such officers, directors, or managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of



embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

11. **Wage Theft Prevention.** Bidder certifies as follows (*must check one*):

*NO WAGE VIOLATIONS.* Bidder has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil 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 49.46](#), [RCW 9.48](#), or [RCW 49.52](#) within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

OR

*VIOLATIONS OF WAGE LAWS.* Bidder 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](#), a provision of [RCW 49.46](#), [RCW 49.48](#), or [RCW 49.52](#) within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

12. **Civil Rights.** Bidder certifies as follows (*must check one*):

*COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS.* Bidder complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

OR

*NON-COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS.* Bidder does not comply with all applicable requirements regarding civil rights.

13. **Workers' Rights ([EXECUTIVE ORDER 18-03](#)).** Bidder certifies as follows (*must check one*):

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

OR

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

14. **Termination for Default or Cause.** Bidder certifies as follows (*must check one*):

*NO TERMINATION FOR DEFAULT OR CAUSE.* Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

OR



*TERMINATION FOR DEFAULT OR CAUSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

15. **Taxes.** Bidder certifies as follows (*must check one*):

*TAXES PAID.* Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.

OR

*DELINQUENT TAXES.* As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due to the State of Washington and/or has not timely filed all required returns and reports as applicable.

16. **Financially Solvent.** Bidder certifies as follows (*must check one*):

*FINANCIALLY SOLVENT.* Bidder is financially stable and solvent, has adequate cash reserves to meet all financial obligations, has not commenced bankruptcy proceedings voluntarily or otherwise, and is not subject to any judgments, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Competitive Solicitation.

OR

*NOT FINANCIALLY SOLVENT.* As detailed on the attached explanation (Bidder to provide), Bidder is not financially stable and solvent – i.e., Bidder does not have adequate cash reserves to meet all financial obligations, has commenced bankruptcy proceedings voluntarily or otherwise, or is subject to a judgment, lien, or encumbrance that affects title to the Goods or Services that are the subject of this Competitive Solicitation.

17. **Lawful Registration.** Bidder, if conducting business other than as a sole proprietorship, certifies as follows (*must check one*):

*CURRENT LAWFUL REGISTRATION.* Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely filed all required annual reports.

OR

*DELINQUENT REGISTRATION.* As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing in the State of Washington and/or the jurisdiction where Bidder is organized.

**NOTE:** This certification applies only to Bidders that are organized as separate legal entities (e.g., a corporation, partnership, limited liability company). If Bidder is a sole proprietor, this certification should not be answered.

18. **Registration with the Washington Secretary of State.** Bidder is conducting business other than as a sole proprietorship, certifies as follows (*must check one*):

*BIDDER IS REGISTERED WITH WASHINGTON SECRETARY OF STATE.* Bidder is registered with the Washington Secretary of State, is in good standing, and has the following Unified Business Identifier (UBI) number: \_\_\_\_\_.  
\_\_\_\_\_.

OR



*BIDDER WILL REGISTER WITH WASHINGTON SECRETARY OF STATE.* Bidder is not registered with the Washington Secretary of State but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington Secretary of State and obtain a UBI number within twenty-four (24) hours of such designation or notification by the AGO or be deemed a nonresponsive bid.

OR

*BIDDER IS NOT REGISTERED WITH WASHINGTON SECRETARY OF STATE.* Bidder is not registered with the Washington Secretary of State and Bidder declines to register with the Washington Secretary of State. *Note:* the AGO requires all awarded Bidders (including Washington firms and out of state firms) to be registered with the Washington Secretary of State. Bidders who are not registered will not be awarded a Contract.

**NOTE:** This certification applies only to Bidders that are organized as separate legal entities (e.g., a corporation, partnership, limited liability company). If Bidder is a sole proprietor, this certification should not be answered.

19. **Registration with Washington State Department of Revenue.** Bidder certifies as follows (*must check one*):

*BIDDER IS REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington, and has the following Unified Business Identifier (UBI) number:  
\_\_\_\_\_.

OR

*BIDDER WILL REGISTER WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington State Department of Revenue and obtain a business license within twenty-four (24) hours of such designation or notification by the AGO or be deemed a nonresponsive bid.

OR

*BIDDER IS NOT REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue and Bidder declines to register with the Washington State Department of Revenue. *Note:* the AGO requires all awarded bidders (including Washington firms and out of state firms) to be registered with the Washington State Department of Revenue. Bidders who are not registered will not be awarded a Contract.

20. **Subcontractors.** Bidder certifies as follows (*must check one*):

*NO SUBCONTRACTORS.* If awarded a Contract, Bidder will not utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation.

OR

*SUBCONTRACTORS.* As detailed on the attached explanation (Bidder Profile), if awarded a Contract, Bidder will utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation. In such event, Bidder certifies that, as to the AGO, Bidder shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. *Note:* Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number (TIN) for each subcontractor. *Note:* Do not provide any SSN.





21. **Washington Small Business.** Bidder certifies as follows (*must check one*):

*WASHINGTON SMALL BUSINESS.* Bidder is a Washington Small Business as defined in RCW 39.26.010. To qualify as a Washington Small Business, Bidder must meet three (3) requirements:

- *Location.* Bidder's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel.
- *Size.* Bidder must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars (\$7,000,000) annually as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue over the previous three consecutive years.
- *WEBS Certification.* Bidder must have certified its Washington Small Business status in Washington's Electronic Business Solution ([WEBS](#)).

OR

*NOT WASHINGTON SMALL BUSINESS.* Bidder is not a Washington Small Business as defined in RCW 39.26.010.

22. **Certified Veteran-Owned Business.** Bidder certifies as follows (*must check one*):

*CERTIFIED VETERAN-OWNED BUSINESS.* Bidder is a Certified Veteran-Owned Business under RCW 43.60A.190. To qualify as a Certified Veteran-Owned Business, Bidder must meet four (4) requirements:

- *51% Ownership.* Bidder must be at least fifty-one percent (51%) owned and controlled by:
  - (a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007;
  - (b) A person who is in receipt of disability compensation or pension from the department of veterans affairs; or
  - (c) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.
- *Washington Incorporation/Location.* Bidder must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.
- *WEBS Certification.* Bidder must have certified its Veteran-Owned business status in Washington's Electronic Business Solution



[\(WEBS\)](#).

- *WDVA Certification.* Bidder must have provided certification documentation to the Washington Department of Veterans' Affairs (WDVA) and be certified by WDVA and listed as such on WDVA's website ([WDVA – Veteran-Owned Businesses](#)).

OR

*NOT A CERTIFIED VETERAN-OWNED BUSINESS.* Bidder is not a Certified Veteran-Owned Business under RCW 43.60A.190.

23. **Washington State Enterprise Leadership Competencies.** Bidder certifies as follows (*must check one*):

*UNDERSTANDS & WILL FOLLOW WASHINGTON STATE ENTERPRISE LEADERSHIP COMPETENCIES.* Bidder has reviewed, understands, and if awarded a Contract, will follow the [Washington State Enterprise Leadership Competencies](#) in performing such Contract and, if utilizing subcontractors, will ensure that such subcontractors also follow the [Washington State Enterprise Leadership Competencies](#) in performing such Contract.

OR

*DOES NOT FOLLOW WASHINGTON STATE ENTERPRISE LEADERSHIP COMPETENCIES.* Bidder does not follow the [Washington State Enterprise Leadership Competencies](#).

24. **Software, Equipment, Personnel & Supplies.** Bidder certifies as follows (must check one):

*HAS SOFTWARE, EQUIPMENT, PERSONNEL, & SUPPLIES.* Bidder currently possess all necessary software, equipment, qualified personnel, and supplies to provide the services as defined in the solicitation.

OR

*WILL OBTAIN SOFTWARE, EQUIPMENT, PERSONNEL, & SUPPLIES.* Bidder does not currently possess all necessary software, equipment, qualified personnel, and supplies to provide the services as defined in the solicitation, but, if designated as the Apparent Successful Bidder, Bidder will provide evidence satisfactory to the AGO that it has obtained and possess all necessary software, equipment, qualified personnel, and supplies to provide the services as defined in the solicitation, without exception of any kind, to the AGO within twenty-four (24) hours of such designation or notification by the AGO or be deemed a nonresponsive bid.

OR

*DOES NOT HAVE SOFTWARE, EQUIPMENT, PERSONNEL, & SUPPLIES.* Bidder currently does not possess all necessary software, equipment, qualified personnel, and supplies to provide the services as defined in the solicitation.

25. **COVID-19 – Contractor Vaccination Verification Plan.** Bidder certifies as follows (*must check one*):

*BIDDER HAS A COVID-19 CONTRACTOR VACCINATION VERIFICATION PLAN THAT COMPLIES WITH THE VACCINATION PROCLAMATION.* Bidder:

- Has reviewed and understands Contractor's obligations as set forth in [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021), as [amended](#);
- Has developed a COVID-19 Vaccination Verification Plan for Contractor's personnel (including subcontractors) that complies with



the above-referenced Proclamation;

- Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- Complies with the requirements for granting disability and religious accommodations for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- Has operational procedures in place to ensure that any contract activities that occur in person and on-site at the AGO premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly exempted as required by the above-referenced Proclamation;
- Has operational procedures in place to enable Contractor personnel (including subcontractors) who perform contract activities on-site and at the AGO premises to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation; and
- Will provide to the AGO upon request, Contractor’s COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

OR

- BIDDER DOES NOT HAVE A COVID-19 CONTRACTOR VACCINATION VERIFICATION PLAN.* Bidder does not have a current COVID-19 Contractor Vaccination Verification Plan and, if designated as the Apparent Successful Bidder, Bidder would not be able to develop and provide a COVID-19 Contractor Vaccination Verification Plan to ensure that Bidder’s personnel (including subcontractors) meet the COVID-19 vaccination requirements as set forth in the above-referenced Proclamation and provide the same to the AGO within twenty-four (24) hours of such designation. [Note: Compliance with the Proclamation is mandatory for on-site contract activities performed by Bidder/Contractor personnel as prescribed by the Proclamation. Bidders/Contractors who are not able to perform in compliance with the Vaccination Proclamation will not be evaluated.]

26. **References.** Bidder certifies that the references provided to the AGO have worked with Bidder and that such individuals and firms have full permission, without any additional requirement or release, to provide such references and information to the AGO. Bidder hereby authorizes the AGO (or its agent) to contact Bidder’s references and others who may have pertinent information regarding Bidder’s prior experience and ability to perform the Contract, if awarded. Bidder hereby authorizes such individuals and firms to provide such references and release to the AGO information pertaining to the same.



Bidder further certifies that it shall provide immediate written notice to the AGO if, at any time prior to a contract award, Bidder learns that any of its certifications set forth herein were erroneous when submitted or has become erroneous by reason of changed circumstances.

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 duly authorized to make these certifications on behalf of the Bidder listed herein.

**BIDDER NAME:**

Print Name of Bidder – Print full legal entity name of the firm submitting the Bid

If Bidder is a sole proprietor, print the full legal name of the individual who is the Bidder submitting the Bid

**By:**

Signature of Bidder’s authorized person

Print Name of person making certifications for Bidder

**Title:**

Title of person signing certificate

**Place:**

Print city and state where signed

**Date:**

Return this Bidder’s Certification to Procurement Coordinator at:

[Contracts@atg.wa.gov](mailto:Contracts@atg.wa.gov)



## ATTACHMENT F - BIDDER PROFILE

Competitive Solicitation:	No. <u>#23-01</u>
Bidder:	Type/print full legal name of Bidder

<b>BIDDER INFORMATION</b>	
<p>Legal name of Bidder:</p> <p>Address of Bidder:</p> <p><i>Note: This must match information from Bidder's Washington Business License.</i></p>	<p>Business Name</p> <p>Address</p> <p>City, State, Zip Code</p>
<p>Bidder's Statewide Vendor Number</p> <p><i>Note: Statewide Vendor/Payee Numbers are assigned by the Office of Financial Management. This allows vendors to receive payments from all participating state agencies by direct deposit, the State's preferred method of payment.</i></p>	
<p>Bidder's Washington State Department of Revenue Registration Number/Unified Business Identifier (UBI) Number:</p> <p><i>Note: A nine digit UBI number is assigned to each registered businesses in Washington.</i></p>	
<p>Taxpayer Identification No. (TIN):</p> <p><i>Note: Your TIN will be either a number issued by the IRS (e.g., Employer Identification Number, Federal Tax Identification Number) or a number issued by the Social Security Administration (i.e., your Social Security Number). If your TIN is a SSN, state that fact, but do NOT provide the SSN.</i></p>	
<p>Is your firm certified as a minority or woman owned business with the Washington State Office of Minority &amp; Women's Business Enterprises (OMWBE)?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide Bidder's MWBE certification no.:</p>



BIDDER INFORMATION	
<p>Is your firm a self-certified Washington Small Business?</p> <p><i>Note: See <b>Attachment D – Bidder’s Certification</b> for criteria to qualify as a Washington Small Business</i></p> <p><i>Note: Regardless of size, a qualifying business must be owned and operated independently from all other businesses. In regard to size, the gross revenue thresholds, as reported on Bidder’s tax returns, are as follows:</i></p> <ul style="list-style-type: none"> <li>▪ Microbusiness: Annual gross revenue of less than one million dollars.</li> <li>▪ Minibusiness: Annual gross revenue of more than one million dollars, but less than three million dollars.</li> <li>▪ Small Business: Annual gross revenue of less than seven million dollars over each of the three prior consecutive years.</li> </ul>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide the location for Bidder’s principal place of business:</p> <p>If yes, what is your business size (based on annual gross revenue)?</p> <p>Microbusiness <input type="checkbox"/></p> <p>Minibusiness <input type="checkbox"/></p> <p>Small Business <input type="checkbox"/></p>
<p>Is your firm certified as a Veteran-Owned Business with the Washington State Department of Veteran Affairs?</p> <p><i>Note: See <b>Attachment D – Bidder’s Certification</b> for criteria to qualify as a Certified Veteran-Owned Business.</i></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide Bidder’s WDVA certification no.</p> <p>.</p>
<p>Has your firm or have subcontractors of your firm been engaged in a contract with the State of Washington within the past 24 months?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, please include the contract number and/or any other information you are able to provide regarding the engagement.</p>

CONTRACT MANAGEMENT POINTS OF CONTACT	
<p>Authorized Representative</p> <p>Name: _____</p> <p>Email: _____</p> <p>Phone: _____</p>	<p>Contract Administrator</p> <p>Name: _____</p> <p>Email: _____</p> <p>Phone: _____</p>

Complete if using sub-contractors as indicated in *Attachment D – Bidder’s Certification*.



SUB CONTACTOR			
Legal Name and TIN#	Address	Phone and E-mail	Services/Role

**REFERENCES**

Provide a minimum of three (3) commercial or government references for which bidder has delivered goods and/or services similar in scope as described in the Competitive Solicitation within the last 5 years. By submitting a Proposal in response to this RFP, the Bidder grants permission to the AGO to contact these references and others, who from the AGO’s perspective, may have pertinent information. The AGO may or may not, at the AGO’s discretion, contact references. Do not include AGO staff as references. The AGO may evaluate references at its discretion, up and until contracts or SOWs are executed.

REFERENCE 1	
Company Name:	_____
Contact:	_____
Phone:	_____
Email:	_____
REFERENCE 2	
Company Name:	_____
Contact:	_____
Phone:	_____
Email:	_____
REFERENCE 3	
Company Name:	_____
Contact:	_____
Phone:	_____
Email:	_____

Return this Bidder Profile to Procurement Coordinator at:  
[Contracts@atg.wa.gov](mailto:Contracts@atg.wa.gov)



ATTACHMENT G – PERFORMANCE REQUIREMENTS

Competitive Solicitation:	No. #23-01
Bidder:	_____ Type/print full legal name of Bidder company

**Instructions:**

Bidders must demonstrate through **Attachment G – Performance Requirements** that they possess the necessary qualifications, tools, personnel, etc., to satisfy the Mandatory Requirements at the time of proposal submittal to qualify for consideration. Proposals not meeting the mandatory requirements and qualifications will not be evaluated. **Bidders must demonstrate the Qualifications, Experience and Project Management Competencies that relate to the work they are placing a bid for. Failure to meet any of the Qualifications, Experience and Project Management Competencies may result in the Bidder’s Response being disqualified.**

1. Section 1 – Qualifications and Staffing: the required qualifications expected of the Bidder;
2. Section 2 – Project Management and Timeline;

**Performance Requirements:** Bidder must respond to each requirement as noted in the instructions below.

1. Review all requirements, priorities and provided definitions:
  - **Mandatory Pass/Fail (M):** Minimum requirement; Bidder that does not meet this requirement will not be considered any further.
  - **Mandatory Scored (MS):** Critical requirement; evaluators will score based on the degree to which Bidder's response meets the requirement.
  - **Desirable Scored (DS):** Desirable requirement; evaluators will score based on the degree to which Bidder's response meets the requirement.
2. Using the ***Bidder Meets Requirement*** column, Bidder must select either a "Yes" or "No" to indicate the Bidder's ability to meet the requirement. **Any entry that is not either a "Yes" or "No", may be deemed non-responsive and will not be considered any further.**
3. Bidder must respond in the ***Written Response*** column for every requirement that indicates a "Written Response Required". **Written responses may only reference material present elsewhere as requested. If a written response is required, and provided, such written response shall be considered complete and stand on its own merits or may be deemed non-responsive.**





**PERFORMANCE REQUIREMENTS AND FACTORS**

REQ ID	Category	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
<b>SECTION 1 – QUALIFICATIONS AND STAFF</b>						
1.1	General	The lead project manager should have master's degree or higher level of education, with experience developing and executing branding and marketing campaigns for government programs.  Note: If work experience is being substituted for the required level of education, the lead project manager should have 10 years' experience in the field of branding and marketing, with experience developing and executing branding and marketing campaigns for government programs.	20	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the attached CV(s) contain this required information.
1.2	General	Bidder has successfully implemented at least one (1) project of similar size and scale as the proposed solution for a public sector client within the last five (5) years.	40	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the attached CV(s) contain this required information.
1.3	General	Bidder has experience developing and executing branding and marketing campaigns with both youth and adult populations.	40	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the attached CV(s) contain this required information.
1.4	General	Describe the proposed team structure and the internal controls to be used during the course of the project, including any subcontractors.	20	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the attached CV(s) contain this required information.
1.5	General	Provide the name and job description for all staff involved in the project proposal, including information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information.  Identify which staff member will be the lead contact on the project.	40	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the attached CV(s) contain this required information.



**PERFORMANCE REQUIREMENTS AND FACTORS**

REQ ID	Category	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
<b>SECTION 2 – PROJECT MANAGEMENT AND TIMELINE</b>						
2.1	Project Plan / Timeline	Include a proposed work plan and timeline that outlines the steps taken to meet the requirements detailed in sections 1.6 and 1.7 of this RFP. Include a plan for the first year with the additional research, development, and youth compensation funds at \$390,000 and an ongoing sustainment plan for the following years at \$59,000.	80	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.
2.2	Project Plan / Timeline	Include how the following youth populations will be recruited for participation: <ol style="list-style-type: none"> <li>1. Black, Indigenous, &amp; People of Color (BIPOC)</li> <li>2. Disabled</li> <li>3. Formerly Incarcerated (Interacted With Justice System)</li> <li>4. Foster Care</li> <li>5. Houseless and Unsheltered (Transient)</li> <li>6. Immigrant</li> <li>7. English Language Learner (ELL)</li> <li>8. Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, Intersex, Asexual, and Two-spirit (LGBTQIA2S+)</li> <li>9. Low-Income</li> <li>10. Military</li> <li>11. Neurodivergent</li> <li>12. Refugees and Asylees</li> <li>13. Rural</li> <li>14. Urban And Rural Indigenous Communities</li> <li>15. Federally Recognized Tribes</li> <li>16. Teenage Parents</li> </ol>	80	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.
2.3	Project Plan	Bidder is able to demonstrate knowledge and experience using an antiracist, trauma-informed, and youth-centered lens (see definitions in Section 1.5).	80	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.



**PERFORMANCE REQUIREMENTS AND FACTORS**

REQ ID	Category	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
2.4	ADA Compliance	Compliance with ADA criteria, including visual impairment and deaf/hard of hearing.	40	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.
2.5	Language Access	Ensure that all materials are translated meaningfully and in a culturally adaptable manner in the following 18 languages: 1. Spanish 2. Russian 3. Vietnamese 4. Ukrainian 5. Korean 6. Somali 7. Arabic 8. Tagalog 9. Punjabi 10. Cambodian 11. Chinese (Cantonese & Mandarin) 12. Amharic 13. Japanese 14. Marshallese 15. Samoan 16. Chinese (Cantonese) 17. Chinese (Mandarin) 18. Dari	80	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.
2.6	Data Privacy	Ensure that any identifying participant data is protected and data provided by youth is not used to discriminate or report immigration/asylee status. Ensure that any identifying data is not sold to a third party.	40	MS		Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.

Return this exhibit to Procurement Coordinator at:  
[Contracts@atg.wa.gov](mailto:Contracts@atg.wa.gov)



**ATTACHMENT H – COST PROPOSAL**

**Milestone Table / Total Project Cost:** This table is intended to capture project milestones and associated deliverables and costs.

Bidder must identify all project management and implementation services. Proposed costs will be evaluated as the all-inclusive total price. Milestone payments must be in increments consistent with 10% holdback amounts. The final milestone and subsequent holdback amount will be paid upon acceptance of system go-live.

Instructions: List the Milestones from your proposed Program Management Plan including associated REQ ID's from Attachment G., *Associated Deliverable(s)*, and *Associated Cost* for each *Milestone*. You may add rows to this table as needed. **If any columns are left blank for any listed milestones, Bidder may be considered nonresponsive.**

Milestone	Project Phase	Associated Deliverable(s)	Associated Cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>Total Project Cost</b>			\$ -

**One-Time Cost Table:** This table is intended to capture all one-time costs associated with the proposed solution (e.g. account setup fees). **Only Costs identified in the table below will be allowed under this contract.**

Instructions: List all one-time costs associated with the proposed solution in the Program Management Plan including associated REQ ID's from Attachment G. You may add rows to this table as needed.

One-Time Cost Description	Cost
<i>(Example: Hosting provisioning setup fees)</i>	\$ -
	\$ -
	\$ -
	\$ -
<b>Total One-time Costs</b>	\$ -

**Recurring Costs:** This table is intended to capture any recurring costs associated with the proposed solution such as monthly hosting fees, ongoing maintenance, or other recurring charges. The annual percentage increase will be used to determine the potential increase in cost to these services over time. **Only Costs identified in the table below will be allowed under this contract.**

Instructions: List each recurring cost associated with the solution and if applicable, the forecasted annual increase of these costs from the proposed Program Management Plan including associated REQ ID's from Attachment G. You may add lines to the table as needed.

Recurring Cost Description	Annual Cost	% Annual Increase
<i>(Example: Monthly hosting fees)</i>	\$ -	
	\$ -	
	\$ -	
	\$ -	
<b>Total Annual Cost:</b>	\$ -	



**Discount Table:** This table is intended to identify any discounts Bidder may wish to offer. Applicable discounts may be considered as part of the cost evaluation.

Instructions:

List all discounts applicable to this project. Please indicate if the discount is a dollar amount or a percentage applied to the project or service within the project.

Discount Description	Total	Percentage
	\$ -	
	\$ -	
	\$ -	
<b>Total Discount</b>	\$ -	

**Hourly Rate(s) Table:** This table is intended to identify any hourly rates that Bidder intends to charge in the performance of services outside of the Milestones, and the associated hours potentially needed to accomplish those tasks. The annual percentage increase will be used to determine the potential increase in cost to these services over time. *Only Hourly Rates identified in the table below will be allowed under this contract.*

Instructions:

List all hourly rates applicable to this project. Please indicate if the rates will be by position, or by the specific task type being accomplished within the project.

Hourly Task Description	Hourly Rate	Estimated Hours	% Annual Increase
	\$ -		
	\$ -		
	\$ -		
<b>Total Hourly Costs &amp; Hours</b>			



## ATTACHMENT I - BIDDER'S CONTRACT ISSUES LIST

Competitive Solicitation:	<b>#23-01</b>
Bidder:	<div style="border-bottom: 1px solid black; width: 80%; margin-bottom: 5px;"></div> <i>Type/print full legal name of Bidder</i>

**Instructions.** Issues, concerns, exceptions, or objections to any of the terms or conditions contained in *Attachment H – Contract* must be documented by bidders in the Contract Issues List provided below. The *Contract Issues List* frames discussions between the AGO and Bidders regarding the terms and conditions contained in the Contract. In completing the *Contract Issues List*, Bidders must describe, in business terms, a concern, exception, or objection and then propose a compromise that is reasonable in light of the commitment being sought by the AGO. The *Contract Issues List* must provide the reason or rationale supporting the issue.

- **Redlined Documents Will Not Be Reviewed.** Do not provide a redlined Contract, paragraph, or clauses. Redlined text may result in the AGO making potentially inaccurate assumptions about what Bidders' specific issues or concerns might be.
- **Standard Bidder Contract Will Not Be Reviewed.** Do not provide a copy of a Bidder's or a third party's standard contract or proposed language.
- **No Substantial Changes.** Bidders are cautioned that this is a competitive solicitation for a public contract and that the AGO **cannot and will not accept a bid or enter into a Contract that substantially changes the material terms and conditions set forth in this Competitive Solicitation and Contract.** Bids that are contingent upon the AGO making substantial changes to material terms and conditions set forth in the RFP or Contract may be determined to be non-responsive. The AGO will consider the number and nature of the items on the bidders' *Contract Issues List* in determining the likelihood of completing a Contract with such bidder.

CONTRACT ISSUES LIST			
Item	Specify the Contract Section #	Issue	Bidder's Proposed Solution/Rationale
1.			
2.			
3.			



<b>CONTRACT ISSUES LIST</b>			
<b>Item</b>	<b>Specify the Contract Section #</b>	<b>Issue</b>	<b>Bidder's Proposed Solution/Rationale</b>
4.			
5.			

Return this Bidder's Contract Issues List to Procurement Coordinator at:  
[Contracts@atg.wa.gov](mailto:Contracts@atg.wa.gov)



[SAMPLE CONTRACT]

THIS CONTRACT is between the WASHINGTON STATE OFFICE OF THE ATTORNEY GENERAL (AGO), and the below named firm/person (CONTRACTOR). AGO and CONTRACTOR are individually referred to in this Contract as a “party” or, collectively, as the “parties.”

CONTRACTOR Name:  
CONTRACTOR Firm Name:  
Address:  
City, State & Zip:  
Phone Number:  
Email:  
Statewide Payee Number:

**WHEREAS**, the AGO issued Solicitation # \_\_\_\_\_ dated \_\_\_\_\_, 2023, for the purpose of obtaining a contractor for \_\_\_\_\_ in accordance with its authority under RCW 39.26.

**WHEREAS**, the AGO evaluated all responses to the Competitive Solicitation and identified Contractor as the apparent successful bidder.

**WHEREAS**, the AGO has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.

**NOW THEREFORE**, the AGO and CONTRACTOR agree to the following terms and conditions:

**1. TERM**

The parties agree that the term of this Contract will begin on \_\_\_\_\_ (the “Effective Date”) and shall end on \_\_\_\_\_ (the “End Date”). The parties may extend the Term of this Contract by written amendment, which must be fully executed before the end date and prior to the performance of services during the extended Term.

**2. CONTRACT SCOPE**

CONTRACTOR is authorized to provide the services identified in RFP \_\_\_\_\_ and as set forth in attached Exhibit B – Program Management Plan and pursuant to attached Exhibit C – Cost Proposal. RFP No. \_\_\_\_\_ and the Contractor’s bid are attached hereto as Exhibit D and E respectively.

Deliverables must be provided as specified in Exhibit B – Program Management Plan. Any changes to the delivery date must have prior approval (in writing) by the AGO. All deliverables must be submitted in a format approved by the AGO. If the deliverable cannot be provided within the scheduled time frame, the CONTRACTOR is required to contact the AGO Contract Coordinator in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project. A request for a revised schedule must be reviewed and approved by the AGO Contract Coordinator before placed in effect. Contract Terms and Conditions may dictate remedies, costs, and other actions based on the facts related to the request for a revised schedule.



[optional]

The CONTRACTOR is required to provide the AGO Contract Coordinator with \_\_\_\_\_ written progress reports of Contract scope. The progress reports shall cover all work performed and completed during the \_\_\_\_\_ for which the progress report is provided and shall present the work to be performed during the subsequent week. The progress report shall identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved. The CONTRACTOR will be responsible for conducting \_\_\_\_\_ status meetings with the AGO Contract Coordinator . The meetings can be in person or over the phone at the discretion of the AGO Contract Coordinator .

[optional]

### 3. SERVICE LEVEL AGREEMENT, if applicable

[The items listed below are suggestions for areas to be considered for service levels and incorporated into the SOW service level agreement.]

- Achievement of Budget Goals (total and subtotals)
- Achievement of Schedule Goals (final and interim)
- Security (as defined by customer)
- Quality (as defined by customer)
- Availability (data, system, and components)
- Performance (transmission, response, or completion times)
- Meantime to Resolution (MTR)
- Business Continuity
- ISO/ANSI standards
- IEEE standards
- Required communications (meetings, reports, calls, emails)
- Required documents (plans, estimates, schedules, analyses)
- Degree of accuracy of estimates (schedule, budget, resources, total)
- Effective risk management and response (adherence to plans)
- Effective scope management and change control (adherence to plans)
- Data quality (fitness for use, accuracy, precision, completeness)
- Ad hoc query response (usually written in terms of averages)
- Reliability (queries generate same valid results)
- Consistency (calculations and definitions are consistent regardless of source or function)
- Acceptable usage (query controls)
- Correct mapping of old to new (no functions or data lost that were not planned to retire)
- Previous software, system, or service retired on time

### 3. COMPENSATION

The total compensation payable to the Contractor for satisfactory performance of the work under this Contract shall not exceed (\$ \_\_\_\_\_) (“Maximum Contract Total”) and shall be pursuant to the following terms:

- (a) Compensation for services rendered shall be based upon RFP \_\_\_\_\_ and the pricing provisions of the Contractor’s bid in Exhibit C – Cost Proposal.

- (b) The AGO will pay the Contractor for authorized and satisfactorily completed work and services rendered under this Contract. Any additional services provided by the Contractor must be provided pursuant to the AGO's prior written approval.
- (c) The AGO may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.
- (d) The AGO shall make no payments in advance or in anticipation of services or supplies to be provided under this Contract.

[optional]

#### 4. EXPENSES

CONTRACTOR shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the AGENCY as reimbursable. The maximum amount to be paid to the CONTRACTOR for authorized expenses is included in the above Maximum Contract Total. Such expenses may include: airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. CONTRACTOR shall receive compensation for travel expenses at current state travel reimbursement rates set out in the Office of Financial Management Accounting Rules (See Section 10, Travel-of the State Administrative and Accounting Manual).

Or

AGO will reimburse CONTRACTOR for reasonable and actual expenses incurred in the performance of the service herein. No markup will be allowed on reimbursable expenses.

The AGO will reimburse the CONTRACTOR for preauthorized travel related to services provided under this Contract. Preapproval for travel must be documented in writing, which includes email, by the AGO Contract Coordinator. Lodging and/or meals, if allowed by Office of Financial Management Accounting Rules (See Section 10, Travel-of the State Administrative and Accounting Manual), shall be paid at the current regular state per diem rates as set forth by the Office of Financial Management; these rates are subject to change throughout the Term of this Contract. Mileage shall be reimbursed at the current rate authorized for state employees, or the actual cost of a rental car, if authorized. Mileage rates are subject to change throughout the term of this Contract. Current mileage and per diem rates can be found at: <http://www.ofm.wa.gov/resources/travel.asp>. Authorized air travel, will be reimbursed for economy/coach class only.

CONTRACTOR shall provide a detailed itemization of expenses, including description of the expense; start and end time in travel status, including city and state (when applicable); amounts and dates, when requesting reimbursement. AGO retains the right to reject expenses that it deems insufficiently connected to work performed under this Contract, or excessive for services performed.

**Receipts are required to obtain reimbursement for all expenses with the exception of meals and mileage.**

The maximum amount to be paid to the CONTRACTOR for authorized expenses is **included** in the Maximum Contract Total set forth in the "Compensation" section of this Contract.

## 5. BILLING PROCEDURE/INVOICING

The CONTRACTOR must be registered with the Statewide Payee program and obtain a Statewide Payee Number in order to receive payment. Statewide Payee registration information and forms can be obtained from the [Office of Financial Management website at: Statewide Vendor/Payee Services | Office of Financial Management \(wa.gov\)](#).

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the AGO. Payment for services provided will be made upon receipt of invoices sent directly to the AGO Contract Coordinator, listed below in the “Notice” section, for review and approval by the 15<sup>th</sup> day of the following month. AGO will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in Exhibit B – Performance Requirements and pursuant to Exhibit C – Cost Proposal. Payment shall be considered timely if paid by the AGO within thirty (30) calendar days after receipt of properly completed invoices. Invoices that fail to contain all the information required by this Contract may be returned, unpaid, to the CONTRACTOR for correction. The CONTRACTOR is responsible for providing a detailed invoice identifying, at a minimum, the name of the individual provider of the services; description of the services performed; rate that corresponds with the services as identified in the “Compensation” section of this Contract, or if applicable attached rate sheet; date accomplished; hours; and total amount invoiced. **Invoices must include the CONTRACTOR’s Washington Statewide Payee Number.** Absent good cause, the AGO may not pay any invoices submitted more than 90 days after the calendar month in which the services were performed.

## 6. NOTICE

Any notices required to be sent under this Contract will be delivered to the CONTRACTOR at the address or email provided in the opening paragraph of this Contract, and to both the AGO Contract Coordinator and AGO Contract Administrator at the following addresses:

AGO Contract Coordinator:

AGO Contract Administrator:

AGO Contracts Unit  
7141 Cleanwater Drive SW  
Olympia, WA 98501  
Email: [Contracts@atg.wa.gov](mailto:Contracts@atg.wa.gov)

The AGO Contract Coordinator and AGO Contract Administrator may be changed without executing a Contract amendment, by providing the CONTRACTOR with written notice of the new AGO Contract Coordinator’s or AGO Contract Administrator’s name and contact information.

**7. ENTIRE AGREEMENT**

This Contract, including any referenced exhibits and attachments, represents all the terms and conditions agreed upon by the parties and supersedes any prior agreements made by the parties regarding the subject matter herein. No other statements or representations, written or oral, shall be deemed a part hereof.

All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety. The signatures below constitute acceptance of this Contract and will enable processing of payment for the services agreed upon herein.

A manually signed copy of this Contract or any amendments, SOWs or other transaction documents delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

If any provision of this Contract violates any statute or rule of law of the state of Washington, or of any federal law or rule, it is considered modified to conform to that statute or rule of law.

THIS CONTRACT, including any referenced exhibit(s) and/or attachment(s), is executed by the persons signing below, who warrant they have the authority to execute the Contract.

**OFFICE OF THE ATTORNEY GENERAL    CONTRACTOR**

\_\_\_\_\_  
By: (Signature)

\_\_\_\_\_  
By: (Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**TO BE COMPLETED BY THE CONTRACTOR(S): IF ANY CONTRACTOR PROVIDING SERVICES UNDER THIS CONTRACT IS/WAS A PRESENT OR FORMER STATE EMPLOYEE, PLEASE PROVIDE THE FOLLOWING INFORMATION FOR EACH CONTRACTOR:**

Employing agency: \_\_\_\_\_

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

Termination Date: \_\_\_\_\_

Are you retired from one of the Washington State Retirement Systems?  Yes  No  
If the answer is yes, please fill out the DRS Contractor or Third-Party Worker Retirement Status Verification Form and attach to this Contract.

**EXHIBIT A**  
**STANDARD TERMS AND CONDITIONS**

**1 DEFINITIONS**

<b>AAG</b>	Assistant attorney general. An attorney employed by the AGO to practice law.
<b>AGENCY</b>	When used as generic term, “agency” references State of Washington institutions, the offices of the elective State officers, the Supreme Court, the court of appeals, the administrative and other departments of state government, institutions of higher education and the offices of all appointive officers of the State.  When capitalized and used in a non-generic fashion, “AGENCY” shall mean the institution or entity for which the AGO has retained the services of a SAAG under this Contract.
<b>AGO</b>	The Washington State Office of the Attorney General; legal counsel to Washington State agencies, boards, commissions, public institutions of higher education, and State elected officials.
<b>AGO Contract Administrator</b>	An AGO employee tasked with providing high-level oversight of AGO Contracts. The AGO Contract Administrator must be copied on all written notices required by this Contract, but is not the person who coordinates day-to-day performance.
<b>AGO Contract Coordinator</b>	AGO employee responsible to oversee this Contract, who shall serve as the CONTRACTOR’s primary contact regarding the work performed. The AGO Contract Coordinator may preauthorize expenditures, and will oversee the details of the work performed.
<b>Business Associate<sup>1</sup></b>	With respect to a Covered Entity, a person to whom a Covered Entity discloses Protected Health Information so that the person can carry out, assist with the performance of, or perform on behalf of, a function or activity for the Covered Entity, including any agent, contractor or any other person who receives Protected Health Information from the Covered Entity (or from another Business Partner of the Covered Entity) for the purposes described herein.
<b>Business Days</b>	Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, excluding holidays observed by the State of Washington.
<b>Calendar Days</b>	Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When “days” are not specified, Calendar Days shall prevail.

<sup>1</sup> Only applicable when services provided under this Contract are in connection with the AGO’s work for a Covered Entity and the CONTRACTOR will have access to PHI.

<b>CONTRACTOR</b>	The firm, provider, organization, individual or other entity performing services under this Contract, and shall include all employees of the CONSULANT.
<b>Contract</b>	When used as a generic term: An agreement, or mutual assent, between two or more competent parties with the elements of the agreement being offer, acceptance, and consideration.  When used in reference to this agreement: The written documents memorializing the agreement between the CONTRACTOR and AGO for legal services. Contract documents include the written Agreement; the solicitation documents, if any, issued by the AGO, and Responses thereto; all attachments incorporated by reference (including these Standard Terms and Conditions and the Litigation Management Plan, if applicable); and all Contract Amendments.
<b>Covered Entity and Hybrid Covered Entity<sup>2</sup></b>	Covered entities are those that are subject to the requirements of the Health Insurance Portability and Accountability Act (“HIPAA”). Hybrid covered Entities are single legal entities that are covered entities and whose business activities include both HIPAA covered and non-covered functions. Work performed for the covered functions is subject to the same requirements as work for a Covered Entity. See 45 C.F.R. §§ 160 and 164.
<b>Designated Record Set<sup>3</sup></b>	A group of records maintained by or for the AGENCY that is: (i) the medical records and billing records about individuals maintained by or for the AGENCY, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, or (iii) used, in whole or in part, by or for the AGENCY to make decisions about individuals. As used herein the term “record” means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the AGENCY. See 45 C.F.R. §164.501.
<b>Division</b>	A main programmatic unit within the AGO.
<b>Disclosure</b>	The release, transfer, provision of access to, or divulging in any other manner information outside of the entity holding the information.

<sup>2</sup> Only applicable when services provided under this Contract are in connection with the AGO’s work for a Covered Entity and the CONTRACTOR will have access to PHI.

<sup>3</sup> Only applicable when services provided under this Contract are in connection with the AGO’s work for a Covered Entity and the CONTRACTOR will have access to PHI.

<b>Electronic Media</b>	The mode of electronic transmissions. It includes the Internet, extranet (using Internet technology to link a business with information only accessible to collaborating parties), leased lines, dial-up lines, private networks, and those transmissions that are physically moved from one location to another using magnetic tape, disk, or compact disk media.
<b>Individually Identifiable Health Information<sup>4</sup></b>	A subset of health information, including demographic information collected from an individual, and (i) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (ii) relates to the past, present or future physical or mental health or condition of an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe that the information can be used to identify an Individual.
<b>Personal Information</b>	Information identifiable to any person, including, but not limited to, information that relates to a person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.
<b>PHI or Protected Health Information<sup>5</sup></b>	Individually Identifiable Health Information that is: (i) transmitted by electronic media, (ii) maintained in any medium constituting electronic media, or (iii) transmitted or maintained in any other form or medium. "Protected Health Information" shall not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. § 1232g(a)(4)(B)(iv).
<b>Public Record</b>	"Public record" includes any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. For the office of the secretary of the senate and the office of the chief clerk of the house of representatives, public records means legislative records as defined in RCW 40.14.100 and also means the following: All budget and financial records; personnel leave, travel, and payroll records; records of legislative sessions; reports submitted to the legislature; and any other record designated a public record by any official action of the senate or the house of representatives. See RCW 42.56.010.
<b>SAAG/Special Assistant Attorney General</b>	A lawyer who has been designated and appointed by the AGO to serve as counsel of record, sign pleadings, sign advice memoranda, and directly

<sup>4</sup> Only applicable when services provided under this Contract are in connection with the AGO's work for a Covered Entity and the CONTRACTOR will have access to PHI.

<sup>5</sup> Only applicable when services provided under this Contract are in connection with the AGO's work for a Covered Entity and the CONTRACTOR will have access to PHI.

	provide services listed in the Contract. SAAGs may serve as Division Contract Managers.
<b>State</b>	The State of Washington, including state elected officials, state boards, commissions, agencies and public institutions of higher education.
<b>Subcontractor</b>	A person or business that is, or will be, providing or performing an essential aspect of the Contract under the direction and responsibility of the CONTRACTOR and with the prior agreement of the AGO.
<b>Use</b>	When the verb “use” is employed in a generic sense, it shall mean to take, hold, or deploy something as a means of accomplishing a purpose or end. When the verb “use” is employed in conjunction with information shared by the AGO or AGENCY with the CONSULANT under this Contract, it shall mean the sharing, employment, application, utilization, examination, analysis, canonization, or commingling of information provided under this Contract with other information.
<b>Writing</b>	"Writing" means handwriting, typewriting, printing, photostating, photographing, and every other means of recording any form of communication or representation including, but not limited to, letters, words, pictures, sounds, or symbols, or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, motion picture, film and video recordings, magnetic or punched cards, discs, drums, diskettes, sound recordings, and other documents including existing data compilations from which information may be obtained or translated. See RCW 42.56.010.

## 2 TERMS & CONDITIONS

### 2.1 CONTRACTOR Supervision and Coordination

The CONTRACTOR shall competently and efficiently supervise and coordinate the implementation and completion of all Contract requirements specified herein. The CONTRACTOR shall consult with and keep the Managing AAG fully informed as to the progress of all matters covered by this Contract.

### 2.2 Changes/Amendments

Alterations to any of the terms, conditions, or requirements of this Contract shall be effective only upon execution of a written Contract Amendment signed by the AGO and the CONTRACTOR. Notwithstanding this provision: changes to the AGO contacts may be communicated in a writing, including an email, without issuing a Contract Amendment.

### 2.3 Notice

Notices will be deemed received on only Business Days. Notices delivered after regular business hours, or on holidays or weekends, will be deemed received on the following Business Day.



All notices, requests, demands and other communications required under this Contract shall be in writing and shall be deemed duly given and received (i) if personally delivered, on the date of delivery as documented by the recipient's stamp on the document; (ii) if mailed, three (3) days after deposit in the United States Mail, postage prepaid and addressed as provided in the Contract Special Terms, Notice/Contract Administration; or (iii) if delivered by email, upon receipt in the recipient's email system.

#### **2.4 Assignment**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the CONTRACTOR without the prior written consent of the AGO. The AGO reserves the right to reject an assignment.

#### **2.5 Safeguarding Confidential Information**

The CONTRACTOR will be provided information to enable it to perform its duties under this contract that is exempt from disclosure under the Public Records Act, chapter 42.56 RCW, or other state or federal law. Confidential information may include medical or other personal information; privileged information, and protected work product. The CONTRACTOR shall not use, disclose, or share any information concerning the AGO or its clients or any information provided to it under this Contract for any purpose not directly connected with the performance of its duties under this Contract, except with prior written consent of the AGO Contract Coordinator, or as may be required by law. The CONTRACTOR shall protect such information against disclosure, using the degree of care a reasonable person would use to protect its own confidential or protected information.

#### **2.6 Use of Subcontractors**

CONTRACTOR may not use Subcontractors in the performance of any duties under this Contract without obtaining prior written approval from the AGO Contract Coordinator. CONTRACTOR may submit a request to use a Subcontractor by identifying such Subcontractor in writing, which includes email, addressed to the AGO Contract Coordinator and copied to the AGO Contract Administrator. The AGO Contract Coordinator may provide approval, or otherwise respond to the request, via email, with a copy to the AGO Contract Administrator, regardless of the form in which the written request was delivered. CONTRACTOR shall be responsible for all actions of any Subcontractors in the performance of this Contract. CONTRACTOR shall be responsible to ensure that all requirements of the Contract flow down to any Subcontractor. In no event shall the existence of a subcontract operate to release or reduce the liability of CONTRACTOR to the AGO and the State for any breach in the performance of the CONTRACTOR's duties. Subcontractors, if preauthorized as set out above by the AGO, shall be paid by CONTRACTOR. AGO will reimburse CONTRACTOR, at cost and no markup will be allowed.

#### **2.7 Conflict of Interest**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGO may, in its sole discretion, by written notice to the CONTRACTOR, immediately terminate this Contract if it is found, after due notice and examination by the AGO, 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 provided, under this Contract.

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

## **2.8 Copyright Provisions**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGO. The CONTRACTOR is hereby commissioned to create the 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.

If for any reason the work product would not be considered a work made for hire under applicable law, the CONTRACTOR assigns and transfers to the AGO the entire right, title and interest in and to all rights in the Materials and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

For Materials that are delivered under this Contract, but that incorporate pre-existing materials not produced under this Contract, CONTRACTOR hereby grants to the AGO 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 AGO.

The CONTRACTOR shall advise the AGO, 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 AGO 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 AGO shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

## **2.9 Signature**

A manually signed copy of this Contract or any amendments or other transaction documents delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

## **2.10 Treatment of Assets/Ownership Rights**

Title to all property furnished by the AGO and/or AGENCY shall remain with the AGO and/or AGENCY. Any property of the AGO and/or AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGO and/or AGENCY, be used only for the performance of this Contract.

The CONTRACTOR shall be responsible for damages as a result of any loss or damage to property of the AGO and/or AGENCY which results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances.

If any AGO and/or AGENCY property is lost, destroyed, or damaged, the CONTRACTOR shall immediately notify the AGO and/or AGENCY and shall take all reasonable steps to protect the property from further damage.

The CONTRACTOR shall surrender to the AGO and/or AGENCY all AGO and/or AGENCY property upon completion, termination, or cancellation of this Contract, unless it receives written direction to the contrary from the AGO and/or AGENCY.

All documents, data, and records produced by the CONTRACTOR and any Subcontractorss in carrying out

the obligations and services hereunder, whether preliminary or final, are and shall become and remain the property of the AGO.

The AGO shall have the right to use all such documents, data, and records in any manner it deems appropriate, without restriction or limitation and without additional compensation to the CONTRACTOR and any Subcontractors and the CONTRACTOR and any Subcontractors shall have no right or interest therein. This shall include the right to copy, modify, prepare derivative works from, and publish and distribute (to the extent consistent with ethical obligations), any component of the documents, data and records.

Documents, data, and records given to or prepared by the CONTRACTOR and any Subcontractors under this Contract shall not be made available to any individual or organization without the prior written approval of the AGO Contract Coordinator.

Notwithstanding the provisions of this section, the CONTRACTOR may retain copies of documents, data and records delivered to the AGO and is granted a non-exclusive license to use those materials, to the extent consistent with its ethical obligations.

## **2.11 Overpayment**

If the AGO or CONTRACTOR realizes that the CONTRACTOR was erroneously paid or overpaid, they will provide written notice of such overpayment. AGO retains the right to be reimbursed for any erroneous payment or overpayment.

## **2.12 Fees/Licenses, CONTRACTOR Expenses and Audits**

### **a. Fees/licenses**

After award of Contract, and prior to commencing performance under the Contract, the CONTRACTOR shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for Contract performance. It is the CONTRACTOR's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

### **b. Audits**

The AGO and the State reserve the right to audit, or have a designated third-party audit, applicable records to ensure that the State has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

## **2.13 Information and Communications**

### **a. Retention and review of materials**

The CONTRACTOR shall maintain:

- i. All books, records, documents, data and other materials relating to this Contract, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.
- ii. All documents, records, correspondence, e-mail, notes, audio and/or video recordings, reports and any other materials related to this Contract including all iterations and drafts of such materials that CONTRACTOR creates or receives from any source.

- iii. All such materials described in subparagraphs i and ii above, whether they are in paper, electronic, or other form, in such a manner that they can be readily identified and located as records relating to this Contract. To the greatest extent practicable, materials relating to this Contract shall be segregated from materials relating to other matters handled by the CONTRACTOR, and materials containing privileged or confidential information relating to this Contract shall be segregated from other materials relating to this Contract.

The CONTRACTOR shall retain any and all materials identified above until advised by the AGO that retention is no longer required. In the event that CONTRACTOR has entered a business associate agreement and has accessed PHI, retention and/or destruction of PHI is to be coordinated with the AGO upon conclusion of the Contract, as set forth in subparagraph f of this section.

At no additional cost, all materials, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review, or audit by the AGO, personnel duly authorized by the AGO, the Washington State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement.

**b. Non-endorsement and publicity**

The AGO is not endorsing the CONTRACTOR's services, nor suggesting that they are the best or only solution to their needs. The CONTRACTOR agrees to make no reference to the AGO in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of the AGO.

The CONTRACTOR shall not publish or use any information concerning this Contract in any format or media for advertising or publicity without prior written consent from the AGO.

**c. Media contact**

No statement may be made by the CONTRACTOR to the press or any other media, on or off the record, unless prior express written approval is secured from the AGO. The CONTRACTOR may be asked on occasion to assist in the development of media responses. All media inquiries must be immediately reported to the Managing AAG and the AGO's Communications Director ([atgmedia@atg.wa.gov](mailto:atgmedia@atg.wa.gov)).

**d. Protection of Confidential Information**

The CONTRACTOR acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance of the services under the Contract may consist of information that is exempt from disclosure to the public or other unauthorized persons under either [chapter 42.56 RCW](#) or other state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, CONTRACTOR, AGENCY and/or AGO communications delivered in order to provide the services described in Section 2 of the Contract; AGO source code or object code; AGO security data; or Personal Information. The CONTRACTOR shall hold Confidential Information in strictest confidence and not make use of Confidential Information for any purpose other than the performance of this Contract. CONTRACTOR will release Confidential Information only to employees and others requiring access to such information for the purposes of carrying out duties under this Contract, and will not release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without the AGO's express written consent or as provided by law. The CONTRACTOR agrees to implement industry standard security procedures and guidelines to prevent unauthorized access to Confidential Information.

After consultation with the AGO, the CONTRACTOR must comply with Washington State RCW 42.56.590, Personal Information – Notice of Security Breaches, and RCW 19.255.010, Disclosure, notice – Definitions – Rights, remedies.

AGO reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by the CONTRACTOR through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases. “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.

**e. Public records procedure for CONTRACTOR**

CONTRACTOR understands and agrees that the records it obtains or produces under this Contract may be public records under chapter 42.56 RCW (the Public Records Act, or “PRA”), or its successor act. The CONTRACTOR shall cooperate in a timely manner with the AGO in responding to public records requests (“PRRs”) related to this Contract or the services provided under this Contract. Such cooperation shall include searching all records regarding the “Services Provided” described in Section 2 of the Contract, and producing all records that are potentially responsive to a PRR to the AGO. CONTRACTOR shall mark and segregate all materials in its possession that are protected by work product or attorney-client privilege to protect against inadvertent disclosure of such documents and to facilitate the AGO’s application of allowable PRA exemptions. CONTRACTOR shall not charge for the time spent gathering and producing records pursuant to a PRR.

**f. Business Associate Agreement (HIPAA), as applicable**

Purpose of activity: The AGO is statutorily mandated to provide legal advice and representation to AGENCY. Pursuant to 45 C.F.R. Parts 160 and 164, this Business Associate Agreement applies to the extent the AGENCY is a Covered Entity or a Hybrid Covered Entity; in which case the AGO is a business associate of the AGENCY when it provides legal services that require the use or disclosure of Protected Health Information (PHI). When the AGO, in its role as business associate, contracts with a third party in connection with providing legal services for the AGENCY, the AGO is required to ensure that a third party agrees to maintain the security and confidentiality of PHI. The Contract Services, as described in Paragraph 2, will require that the CONTRACTOR access PHI.

Use or disclosure of Protected Health Information: The CONTRACTOR shall not use or disclose Protected Health Information received from the AGENCY or AGO in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 and any regulations enacted pursuant to its provisions (“HIPAA Standards”) and applicable provisions of Washington state law. The CONTRACTOR shall ensure that its employees, contractors, and agents use or disclose PHI received from, or created or received on behalf of the AGENCY or AGO in accordance with the provisions of this Contract and federal and state law. The CONTRACTOR shall not use or disclose PHI in any manner other than that permitted or required by the AGENCY or AGO for the purpose of accomplishing services for or on behalf of the AGENCY or AGO as described in this Contract.

Safeguards against unauthorized use or disclosure of PHI: The CONTRACTOR agrees that it will implement all appropriate safeguards to prevent the inappropriate use or disclosure of PHI pursuant to the terms and conditions of this Contract. To the extent the CONTRACTOR carries out the AGENCY’s obligations under the HIPAA Privacy, Breach Notification, Security, and Enforcement Rules and regulations, CONTRACTOR shall comply with the requirements of such Rules and regulations that apply to the AGENCY in the performance of such obligations.

Reporting unauthorized use or disclosure of PHI: If the CONTRACTOR has reason to believe that PHI may have been accessed, disclosed, or acquired without proper authorization, the CONTRACTOR shall, within five (5) business days of discovery, notify the AGO and the AGENCY. If the unauthorized use or disclosure constitutes a Breach, as defined by 42 U.S.C. § 17921, the CONTRACTOR shall (a) provide all information necessary to enable the AGENCY to fully understand the nature and scope of the Breach, including identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired, or disclosed (b) take action to preserve forensic evidence and to identify, mitigate and remediate the cause of the breach, and (c) take such other steps as needed to comply with 42 U.S.C. § 17932, and all applicable regulations adopted to implement that statute. The CONTRACTOR shall indemnify, hold harmless, and defend the AGO and the AGENCY from and against any penalties, claims, actions, loss, liability, damage, costs, or expenses, including but not limited to reasonable attorneys' fees, system remediation, or forensic analysis, arising from or pertaining to such a Breach, including any violation of state or federal laws applicable to the use, disclosure or protection of PHI. The indemnification provided hereunder includes the full costs of notice to impacted individuals, including the costs to retain an outside consulting firm to undertake the notification effort.

Agreements by third parties: The CONTRACTOR shall enter into a written agreement with any consultant, subcontractor or agent who will have access to PHI that is received or created or received on behalf of the AGENCY or the AGO, and shall ensure that the consultant, subcontractor or agent agrees to be bound by the same restrictions, terms and conditions that apply to the CONTRACTOR through this Contract with respect to PHI. The CONTRACTOR shall require that any consultant, subcontractor or agent notify the CONTRACTOR of any instances in which PHI is used or disclosed in an unauthorized manner. The CONTRACTOR shall take steps to reasonably cure the breach of confidentiality and end the violation or shall terminate the contract with the consultant, subcontractor or agent.

Access to information: To the extent applicable, within five (5) business days of a request by the AGENCY for access to PHI about an individual contained in a Designated Record Set, the CONTRACTOR shall make available to the AGENCY such PHI for so long as the information is maintained in the Designated Record Set. If any individual requests access to PHI directly from the CONTRACTOR, the CONTRACTOR shall within two (2) business days forward such request to the AGENCY. The CONTRACTOR shall not deny any individual's request for access to the individual's PHI. Instead, any denials of access to PHI requested will be the responsibility of the AGENCY.

Availability of PHI for amendment: To the extent applicable, within ten (10) business days of a request from the AGENCY for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), the CONTRACTOR shall provide such information to the AGENCY for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. §164.526.

Accounting of disclosures: To the extent applicable, within ten (10) business days of notice by the AGENCY to the CONTRACTOR that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, the CONTRACTOR shall make available to the AGENCY such information as is in the CONTRACTOR's possession and is required for the AGENCY to make the accounting required by 45 C.F.R. §164.528. At a minimum, the CONTRACTOR shall provide the AGENCY with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who

received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. If the request for an accounting is delivered directly to the CONTRACTOR, the CONTRACTOR shall within two (2) business days forward such request to the AGENCY. It shall be the AGENCY's responsibility to prepare and deliver any such accounting requested. The CONTRACTOR agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this section.

Electronic Protected Health Information: If the CONTRACTOR creates, receives, maintains or transmits Electronic Protected Health Information ("ePHI") on behalf of the AGENCY, the CONTRACTOR agrees to (1) implement administrative, physical and technical safeguards and documentation requirements consistent with the standards and implementation specifications set forth in sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations; (2) ensure that any third party agent (including consultants and experts) or subcontractor who receives such ePHI from the CONTRACTOR agrees to implement administrative, physical and technical safeguards and documentation requirements consistent with the standards and implementation specifications set forth in sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations; and (3) deploy appropriate safeguards to implement the Secretary of Health and Human Services' annual guidance on the most effective and appropriate technical safeguards for use in carrying out security standards.

Availability of books and records: The CONTRACTOR agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the AGENCY, or created or received on behalf of the AGENCY, available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining the AGENCY's and the CONTRACTOR's compliance with the HIPAA Standards.

Return or destruction of information: At the expiration or termination of this Contract, the CONTRACTOR shall contact AGENCY for a determination as to whether AGENCY directs the return or destruction of all PHI received from, or created or received on behalf of the AGENCY that the CONTRACTOR still maintains in any form. If destruction or return of PHI is not feasible, the CONTRACTOR shall not use PHI received from, created or received on behalf of the AGENCY in a manner other than those permitted or required by state and federal laws or for the purposes described herein.

All terms in this subsection not otherwise defined in this Contract, including these *Standard Terms and Conditions*, shall be given the meanings accorded them in 45 C.F.R. Parts 160, 162, and 164 and state laws governing healthcare privacy, including but not limited to, Public Records - Personal Information – Notice of Security Breaches (RCW 42.56.590 ), the Uniform Healthcare Information Act (RCW 70.02), mental illness (RCW 71.05), mental health services for minors (RCW 71.34), drug and alcohol abuse (RCW 70.96A, 42 CRF part 2), and HIV/AIDS/STDs (RCW 70.24).

## **2.14 General Provisions**

### **a. Governing law/venue**

Unless otherwise provided in the Contract, this Contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**The County may change depending upon the location of the services.**

**b. Severability**

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

**c. Survivorship**

All transactions executed for services provided pursuant to the authority of this Contract shall be bound by all of the terms and conditions, set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections or subsections titled Overpayment or Erroneous Payment; Treatment of Assets/Ownership Rights; Protection of Confidential Information; Non-endorsement and Publicity; Retention and Review of Records; Immunity, Indemnification and Hold Harmless; the Business Associate Agreement; Protection of Confidential Information; and Disputes and Remedies shall survive the termination of this Contract.

**d. Independent status of the CONTRACTOR**

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as employees, partners, joint ventures, or associates of one another. The employees of one party shall not be deemed or construed to be the employees of the other party for any purpose whatsoever. The CONTRACTOR shall not make any claim of right, privilege or benefit which would accrue to an employee under [chapter 41.06 RCW](#), or [Title 51 RCW](#).

**e. Gifts, gratuities and conflicts of interest**

The CONTRACTOR shall comply with all state laws regarding gifts and gratuities, including but not limited to: [RCW 39.26](#), [RCW 42.52.150](#), [RCW 42.52.160](#), and [RCW 42.52.170](#) under which it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business or Contract activities.

Under [RCW 39.26](#) and the Ethics in Public Service Law, [chapter 42.52 RCW](#), state officers and employees are prohibited from receiving, accepting, taking or seeking gifts (except as permitted by [RCW 42.52.150](#)) if the officer or employee participates in contractual matters relating to the purchase of goods or services.

The CONTRACTOR must comply with [chapter 42.52 RCW](#), Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts.

**f. Immunity, indemnification and hold harmless**

The CONTRACTOR expressly agrees to indemnify and hold harmless the Indemnified Parties for any claim arising out of or incident to the CONTRACTOR's performance or failure to perform the Contract. The CONTRACTOR shall be required to indemnify, defend, and hold harmless the Indemnified Parties only to the extent claim is caused in whole or in part by negligent, reckless or willful acts or omissions of the CONTRACTOR, its agents, employees, representatives, or its employees.



To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the AGO, the State of Washington and all of its agencies, boards, commissions, officials, agents, employees and authorized volunteers (the "Indemnified Parties"), from and against all claims for malpractice, bodily injury, death or damage to property, and all harm relating to the CONTRACTOR's unauthorized use of personal information or the unauthorized use of personal information by unauthorized persons as a result of the CONTRACTOR's failure to sufficiently protect against unauthorized use, disclosure, modification, or loss. The CONTRACTOR's obligation to indemnify and hold harmless includes any claim by the CONTRACTOR's agents, employees, or representatives.

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

**g. Personal liability**

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Washington, when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this Contract.

**2.15 Professional liability insurance**

The CONTRACTOR shall maintain errors and omissions (professional liability) insurance and such additional insurance as may be required to enable it to fulfill its duty to indemnify throughout the term of this Contract.

In the event that services delivered pursuant to this Contract involve the use of vehicles or the transportation of clients, required insurance shall include a business automobile policy. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the CONTRACTOR or its employees.

Failure to maintain sufficient coverage shall not relieve the CONTRACTOR of its duty of indemnification as stated in this Contract. The CONTRACTOR agrees to provide evidence of such insurance coverage upon request by the AGO.

**2.16 Industrial insurance coverage**

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 required by law. The State of Washington will not be held responsible in any way for claims filed by the CONTRACTOR or its employees for services performed under the terms of this Contract.

For work performed by any of the CONTRACTOR's Washington State employees, the CONTRACTOR shall comply with the provisions of [Title 51 RCW](#), Industrial Insurance. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from the CONTRACTOR.

**2.17 Nondiscrimination**

During the performance of this Contract, the CONTRACTOR shall comply with all applicable federal and state nondiscrimination laws, regulations and policies, including, but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. § 12101 et. seq.; the Americans with Disabilities Act (ADA); and, [chapter 49.60 RCW](#), Discrimination – Human Rights Commission.

## **2.18 Waiver**

Failure or delay of the AGO to insist upon the strict performance of any term or condition of the Contract or to exercise any right or remedy provided in the Contract or by law; or the AGO's acceptance of or payment for materials, supplies, services and/or equipment, shall not release the CONTRACTOR from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the AGO to insist upon the strict performance of the entire agreement by the CONTRACTOR. In the event of any claim for breach of contract against the CONTRACTOR, no provision of this Contract shall be construed, expressly or by implication, as a waiver by the AGO of any existing or future right and/or remedy available by law.

## **2.19 Disputes and remedies**

### **a. Problem resolution and disputes**

Problems arising out of the performance of this Contract shall be resolved in a timely manner at the lowest possible level by those possessing authority to resolve such problems.

The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within five (5) business days. The initiating party shall have three (3) business days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) business days to negotiate in good faith to resolve the dispute, which will normally include escalating the issue within each party's organization.

If a problem persists and cannot be resolved through negotiation after five (5) business days, the parties agree to participate in mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties.

The request for a dispute mediation must:

- be in writing;
- state the disputed issue(s);
- state the relative positions of the parties;
- state the CONTRACTOR's name, address, and this Contract number; and
- be mailed to the other party's (the responding party's) Contract Manager.

The parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a mediator whenever possible.

The parties agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by the AGO for materials or services supplied by the CONTRACTOR, the CONTRACTOR shall continue providing materials and services pending resolution of the dispute provided the AGO pays the CONTRACTOR the amount it, in good faith, believes is due and payable.

### **b. Alternative dispute resolution fees and costs**

In the event that the parties engage in any form of alternative dispute resolution to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution

method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

**c. Non-exclusive remedies**

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

**2.20 Contract termination and/or suspension**

The AGO may upon written notice, terminate or suspend this Contract, in whole or in part. If this Contract is so terminated or suspended, the AGO shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination or suspension.

If the AGO terminates or suspends this Contract, CONTRACTOR shall follow any procedures the AGO specifies in the termination or suspension notice. After receipt of a termination or suspension notice, and except as otherwise expressly directed in writing by the AGO, the CONTRACTOR shall:

- a. Stop all work under the Contract on the date, and to the extent specified, in the notice;
- b. Complete or fulfill such work under the Contract that is not terminated or suspended in compliance with all Contractual requirements;
- c. Transfer title to the AGO and deliver in the manner, at the times, and to the extent directed by the AGO any property which, if the Contract had been completed, would have been required to be furnished to the AGO;
- d. Take such action as may be necessary, or as the AGO may direct, for the protection and preservation of the property related to this Contract which is in the possession of the CONTRACTOR and in which the AGO has or may acquire an interest.

**2.21 Registration with Department of Revenue**

In accordance with the registration requirements of the Washington State Department of Revenue (<https://dor.wa.gov/doing-business/register-my-business>), the CONTRACTOR shall complete the required business application and be responsible for payment of all taxes due on payments made under this Contract.

**2.22 Taxes, fees and licenses**

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.

CONTRACTOR shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for Contract performance. It is the CONTRACTOR's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

**2.23 No Wage Violation**

CONTRACTOR warrants that within three (3) years prior to the date of execution of this Contract, CONTRACTOR has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil 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 chapters 49.46, 49.48, or 49.52.

CONTRACTOR further warrants that it will remain in compliance with these requirements during the life of this Contract. CONTRACTOR will immediately notify AGO of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the life of this Contract.

EXHIBIT B  
PROGRAM MANAGEMENT PLAN  
[ATTACH]

EXHIBIT C  
COST PROPOSAL  
[ATTACH]

EXHIBIT D

RPF NO. \_\_\_\_\_  
[ATTACH]

EXHIBIT E  
CONTRACTOR'S BID  
[ATTACH]




**AMENDMENT #01 – RFP #23-01**  
***HearMeWA Branding, Marketing and Website Creation***

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This Amendment (“Amendment”) to Solicitation #23-01 is effective immediately and is not required to be submitted with proposals. All other terms, conditions, and specifications remain unchanged.

**THE PURPOSE** of this amendment is to amend and replace Attachment C – Insurance Requirements.

<i>Attachment C – Insurance Requirements</i>	 AttachmentC_InsuranceRequirements_AM
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Any communications regarding this amendment must be addressed to the Procurement Coordinator listed below.

Megan Clark, Contract Specialist – Procurement Coordinator  
360-709-6054  
[Contracts@atg.wa.gov](mailto:Contracts@atg.wa.gov)



## ATTACHMENT C - INSURANCE REQUIREMENTS

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### I. GENERAL INSURANCE REQUIREMENTS

During the term of any contract resulting from this RFP, the Contractor shall maintain insurance described in this section in full force and effect. The Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by the Contract, the Contractor shall provide written notice of such to the AGO within one (1) business day of the Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at the AGO's sole option, result in the Contract's termination.

### II. REQUIREMENTS

- The Contractor shall maintain errors and omissions (professional liability) insurance and such additional insurance as may be required to enable it to fulfill its duty to indemnify throughout the term of this Contract.
- In the event that services delivered pursuant to this Contract involve the use of vehicles or the transportation of clients, required insurance shall include a business automobile policy. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor or its employees.
- 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 required by law. The State of Washington will not be held responsible in any way for claims filed by the Contractor or its employees for services performed under the terms of this Contract.
- For work performed by any of the Contractor's Washington State employees, the Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from the Contractor.

### III. REQUIREMENTS FOR PROOF OF INSURANCE

The Contractor shall pay premiums on all insurance policies. Such insurance policies shall name the AGO as an additional insured on all general liability and automobile liability policies. Such policies shall also reference the AGO contract number and shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof shall have been given to the AGO by the insurer.

All insurance provided by the Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests (cross-liability) provision.

The Contractor shall include all Subcontractors as insured under all required insurance policies or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall



comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit the Contractor's liability or responsibility.

Upon request, the Contractor shall furnish to the AGO copies of certificates of all required insurance within thirty (30) calendar days of the Contract's Effective Date, and copies of renewal certificates of all required insurance within thirty (30) days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the AGO's sole option, result in Contract termination.

By requiring insurance herein, the AGO does not represent that coverage and limits will be adequate to protect the Contractor. Such coverage and limits shall not limit the Contractor's liability under the indemnities and reimbursements granted to the Contractor in the Contract.



## ATTACHMENT C - INSURANCE REQUIREMENTS

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### I. GENERAL INSURANCE REQUIREMENTS

During the term of any contract resulting from this RFP, the Contractor shall maintain insurance described in this section in full force and effect. The Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by the Contract, the Contractor shall provide written notice of such to the AGO within one (1) business day of the Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at the AGO's sole option, result in the Contract's termination.

### II. REQUIREMENTS

- The Contractor shall maintain errors and omissions (professional liability) insurance and such additional insurance as may be required to enable it to fulfill its duty to indemnify throughout the term of this Contract.
- In the event that services delivered pursuant to this Contract involve the use of vehicles or the transportation of clients, required insurance shall include a business automobile policy. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor or its employees.
- 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 required by law. The State of Washington will not be held responsible in any way for claims filed by the Contractor or its employees for services performed under the terms of this Contract.
- For work performed by any of the Contractor's Washington State employees, the Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from the Contractor.

### III. REQUIREMENTS FOR PROOF OF INSURANCE

The Contractor shall pay premiums on all insurance policies. Such insurance policies shall name the AGO as an additional insured on all general liability and automobile liability policies. Such policies shall also reference the AGO contract number and shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof shall have been given to the AGO by the insurer.

All insurance provided by the Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests (cross-liability) provision.

The Contractor shall include all Subcontractors as insured under all required insurance policies or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall



comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit the Contractor's liability or responsibility.

Upon request, the Contractor shall furnish to the AGO copies of certificates of all required insurance within thirty (30) calendar days of the Contract's Effective Date, and copies of renewal certificates of all required insurance within thirty (30) days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the AGO's sole option, result in Contract termination.

By requiring insurance herein, the AGO does not represent that coverage and limits will be adequate to protect the Contractor. Such coverage and limits shall not limit the Contractor's liability under the indemnities and reimbursements granted to the Contractor in the Contract.



**AMENDMENT #02 – RFP #23-01**  
***HearMeWA Branding, Marketing and Website Creation***

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This Amendment (“Amendment”) to Solicitation #23-01 is effective immediately and is required to be submitted with proposals. All other terms, conditions, and specifications remain unchanged.

**THE PURPOSE** of this amendment is to correct an error of duplicate lanauges in Section 2.5 of Attachment G – Performance Requirements and to correct the listed number of languages in Section 1.7(7) of the RFP document.

<b><i>Attachment G – Performance Requirements</i></b>	 AttachmentG_Perfor manceRequirements_
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23-01\_BrandingMark  
eting&WebsiteCreati

**Updated on the RFP Section 1.7 – Scope of Work:**

7. All products that result from this RFP must be translated into the top 17 languages identified by the program (see Attachment G for more details).

Any communications regarding this amendment must be addressed to the Procurement Coordinator listed below.

Megan Clark, Contract Specialist – Procurement Coordinator  
360-709-6054  
[Contracts@atg.wa.gov](mailto:Contracts@atg.wa.gov)



**ATTACHMENT G – PERFORMANCE REQUIREMENTS**

Competitive Solicitation:	No. #23-01
Bidder:	_____ Type/print full legal name of Bidder company

**Instructions:**

Bidders must demonstrate through **Attachment G – Performance Requirements** that they possess the necessary qualifications, tools, personnel, etc., to satisfy the Mandatory Requirements at the time of proposal submittal to qualify for consideration. Proposals not meeting the mandatory requirements and qualifications will not be evaluated. **Bidders must demonstrate the Qualifications, Experience and Project Management Competencies that relate to the work they are placing a bid for. Failure to meet any of the Qualifications, Experience and Project Management Competencies may result in the Bidder’s Response being disqualified.**

1. Section 1 – Qualifications and Staffing: the required qualifications expected of the Bidder;
2. Section 2 – Project Management and Timeline;

**Performance Requirements:** Bidder must respond to each requirement as noted in the instructions below.

1. Review all requirements, priorities and provided definitions:
  - **Mandatory Pass/Fail (M):** Minimum requirement; Bidder that does not meet this requirement will not be considered any further.
  - **Mandatory Scored (MS):** Critical requirement; evaluators will score based on the degree to which Bidder's response meets the requirement.
  - **Desirable Scored (DS):** Desirable requirement; evaluators will score based on the degree to which Bidder's response meets the requirement.
2. Using the ***Bidder Meets Requirement*** column, Bidder must select either a "Yes" or "No" to indicate the Bidder's ability to meet the requirement. **Any entry that is not either a "Yes" or "No", may be deemed non-responsive and will not be considered any further.**
3. Bidder must respond in the ***Written Response*** column for every requirement that indicates a "Written Response Required". **Written responses may only reference material present elsewhere as requested. If a written response is required, and provided, such written response shall be considered complete and stand on its own merits or may be deemed non-responsive.**



**PERFORMANCE REQUIREMENTS AND FACTORS**

REQ ID	Category	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
<b>SECTION 1 – QUALIFICATIONS AND STAFF</b>						
1.1	General	The lead project manager should have master's degree or higher level of education, with experience developing and executing branding and marketing campaigns for government programs.  Note: If work experience is being substituted for the required level of education, the lead project manager should have 10 years' experience in the field of branding and marketing, with experience developing and executing branding and marketing campaigns for government programs.	20	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the attached CV(s) contain this required information.
1.2	General	Bidder has successfully implemented at least one (1) project of similar size and scale as the proposed solution for a public sector client within the last five (5) years.	40	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the attached CV(s) contain this required information.
1.3	General	Bidder has experience developing and executing branding and marketing campaigns with both youth and adult populations.	40	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the attached CV(s) contain this required information.
1.4	General	Describe the proposed team structure and the internal controls to be used during the course of the project, including any subcontractors.	20	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the attached CV(s) contain this required information.
1.5	General	Provide the name and job description for all staff involved in the project proposal, including information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information.  Identify which staff member will be the lead contact on the project.	40	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the attached CV(s) contain this required information.





**PERFORMANCE REQUIREMENTS AND FACTORS**

REQ ID	Category	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
<b>SECTION 2 – PROJECT MANAGEMENT AND TIMELINE</b>						
2.1	Project Plan / Timeline	Include a proposed work plan and timeline that outlines the steps taken to meet the requirements detailed in sections 1.6 and 1.7 of this RFP. Include a plan for the first year with the additional research, development, and youth compensation funds at \$390,000 and an ongoing sustainment plan for the following years at \$59,000.	80	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.
2.2	Project Plan / Timeline	Include how the following youth populations will be recruited for participation: <ol style="list-style-type: none"> <li>1. Black, Indigenous, &amp; People of Color (BIPOC)</li> <li>2. Disabled</li> <li>3. Formerly Incarcerated (Interacted With Justice System)</li> <li>4. Foster Care</li> <li>5. Houseless and Unsheltered (Transient)</li> <li>6. Immigrant</li> <li>7. English Language Learner (ELL)</li> <li>8. Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, Intersex, Asexual, and Two-spirit (LGBTQIA2S+)</li> <li>9. Low-Income</li> <li>10. Military</li> <li>11. Neurodivergent</li> <li>12. Refugees and Asylees</li> <li>13. Rural</li> <li>14. Urban And Rural Indigenous Communities</li> <li>15. Federally Recognized Tribes</li> <li>16. Teenage Parents</li> </ol>	80	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.
2.3	Project Plan	Bidder is able to demonstrate knowledge and experience using an antiracist, trauma-informed, and youth-centered lens (see definitions in Section 1.5).	80	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.



**PERFORMANCE REQUIREMENTS AND FACTORS**

REQ ID	Category	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
2.4	ADA Compliance	Compliance with ADA criteria, including visual impairment and deaf/hard of hearing.	40	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.
2.5	Language Access	Ensure that all materials are translated meaningfully and in a culturally adaptable manner in the following 17 languages: <ol style="list-style-type: none"> <li>1. Spanish</li> <li>2. Russian</li> <li>3. Vietnamese</li> <li>4. Ukrainian</li> <li>5. Korean</li> <li>6. Somali</li> <li>7. Arabic</li> <li>8. Tagalog</li> <li>9. Punjabi</li> <li>10. Cambodian</li> <li>11. Amharic</li> <li>12. Japanese</li> <li>13. Marshallese</li> <li>14. Samoan</li> <li>15. Chinese (Cantonese)</li> <li>16. Chinese (Mandarin)</li> <li>17. Dari</li> </ol>	80	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.
2.6	Data Privacy	Ensure that any identifying participant data is protected and data provided by youth is not used to discriminate or report immigration/asylee status. Ensure that any identifying data is not sold to a third party.	40	MS		Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.

Return this exhibit to Procurement Coordinator at:  
[Contracts@atg.wa.gov](mailto:Contracts@atg.wa.gov)





**STATE OF WASHINGTON  
OFFICE OF THE ATTORNEY GENERAL  
OLYMPIA, WASHINGTON**

**REQUEST FOR PROPOSAL**

*HearMeWA Program Branding, Marketing, and Website Creation*

**RFP NO. #23-01**

**PROPOSAL DUE DATE: **October 9th, 2023** at 5:00 PM PST**

**Prepared By:**

**Office of the Attorney General  
7141 Cleanwater Drive SW  
PO Box 40107  
Olympia, WA 98504-0107  
Email: [Contracts@atg.wa.gov](mailto:Contracts@atg.wa.gov)**



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## **SECTION 1 – INTRODUCTION**

### **1.1 AGENCY BACKGROUND**

The Washington State Office of the Attorney General (AGO) is an independent constitutional office, and legal counsel to the State of Washington. Its mission is to provide excellent, independent, and ethical legal services to the State of Washington and protect the rights of its people. The AGO is comprised of more than 1600 attorneys and professional staff who work in 27 separate legal divisions located in twelve different cities across the State, and who provide legal services to more than 230 state agencies, boards and commissions.

### **1.2 PROJECT BACKGROUND**

In 2021, the Washington State Legislature directed the AGO to implement a statewide tipline program to receive and respond to tips from the public regarding risks or potential risks to the safety or well-being of youth. The Legislature defined risks to safety or well-being to include harm or threats of harm to self or others, sexual abuse, assault, rape, bullying or cyberbullying, substance use, and criminal acts. The Legislature required the AGO to convene a Tipline Advisory Committee during the development and implementation of the program. The AGO hired a team for this work in September 2021. See Attachment A for the program’s annual report, which details the work of the team to date. Between April and June 2023, the AGO worked with a vendor to survey youth on potential program names as an alternative to the use of the term tipline. The program will be called HearMeWA.

HearMeWA (yet to be launched) will:

- Receive tips through a mobile application, voice calling, text messaging, and the program website;
- Be made available for all youth in WA ages 0-25, 24-hours a day, seven days a week, 365 days a year;
- Collaborate with relevant service providers to provide a connection to intervention services (behavioral health, schools, post-secondary institutions, public safety); and
- Include youth perspectives through the planning and implementation of the program.

The overarching goal of HearMeWA is two-fold:

- 1) To provide a safe and trusted youth-focused resource line for early intervention for, and in response to youth who may have safety or well-being concerns about themselves or others.
- 2) To connect youth to needed services, support, and other resources. In addition, the referral and response framework aims to defer youth from the criminal justice system and into systems of support that are inclusive and respectful of all youths’ needs.

Between July and October 2022, the AGO launched two online surveys to gain input from youth on key features of the Washington Youth Safety and Well-being Tipline including a youth vision for the program, branding, and marketing. The surveys had 1,202 respondents, and they provided input on topics such as a youth journey map, user interface design elements, understanding of safety and well-being, program name, and recommendations on engagement methods and branding. See Attachment B for a full report of the survey findings. To incentivize participation, youth who shared their contact information were eligible for a \$15 gift card. A follow-up survey launched between April and June 2023 to conduct research and name testing with youth for the program name, HearMeWA.

### **1.3 PROJECT VISION**

The AGO’s vision for HearMeWA is to build a holistic program that meets safety and behavioral health needs by linking youth to existing systems of support. This vision includes the development of branding for the program that takes into account the feedback the AGO has collected from youth in addition to co-designing and market testing branding and marketing with youth.



The AGO strives for the program to be antiracist, trauma-informed, and youth-centered (see definitions in section 1.5).

## 1.4 CURRENT STATE

Much of the planning for this project has occurred through the existing Youth Safety and Well-being Tipline Advisory Committee as directed by the Legislature. The Committee includes members representing health, behavioral health, public safety, law enforcement, school districts, education leadership, legal aid, and child protective services. The purpose of the committee is to advise the AGO as it develops processes for risk and threat assessment, referral and follow-up, data retention, and confidentiality. Advisory committee members routinely provide feedback from the perspectives of their respective constituencies. The Committee's work consists of the development of a systems inventory, creation of tip urgency levels and tip categories, development of a tip triage flowchart, creation of a tip category glossary, development of a policy and procedure manual for the vendor, and development of a best practices toolkit for tip responders. The products created with the Committee informed the development of the AGO's Request for Proposals (RFP) for a vendor to develop a technology solution and call center to implement the recommendations from the Committee. The timeline for that RFP included the selection of the Apparent Successful Bidder in May 2023; and the contract negotiations are currently underway. Once executed, the vendor will launch the program within approximately 3-6 months.

Since November 2021, the AGO Youth Program Team has conducted outreach to 915 youth and/or youth-serving organizations. The AGO Youth Program Team will continue conducting outreach with an extensive list of contacts to inform them on the plan for the launch of the program. These contacts include a wide range of community-based organizations that provide services to youth across the state. The Team's outreach and engagement strategy includes ongoing meetings with stakeholders where they share program updates, gather feedback, and later incorporate input into the program.

In addition to collecting youth's input via surveys, the AGO Youth Outreach & Engagement Team does a significant amount of outreach to youth representing historically excluded communities. This includes communicating with youth about the program and collecting their feedback. Additionally, the AGO Youth Outreach & Engagement Team is using a Human-Centered Design model to gather recommendations from youth on creating a shared-power model where their input concerning the program's development and implementation is incorporated into the program. We envision that much of the input from this process could be used when developing branding and marketing for the program.

The AGO has an evaluation plan for the program, which includes metrics for the technology solution and call center as well as the outreach and engagement work of the AGO, the efficacy of the Committee, and the continuous improvement efforts that are informed by program staff, youth, families, and the Committee. This evaluation will also include metrics for determining the efficacy of branding, marketing, and other communication tools developed from this RFP.

## 1.5 DEFINITIONS

***Any terms not defined within this RFP, or the attached Sample Contract, can be found defined within this section. Terms are defined pursuant to the program.***

***AGO*** – The Washington State Office of the Attorney General, the office of the state of Washington that is issuing this RFP.

***Antiracism*** – Antiracism is a commitment to the learning and unlearning required to locate problems, concerns, and policies that promote racism and doing one's best to eradicate and/or change them. The Youth Program Team is committed to recognizing, addressing, and eradicating all forms of racism within the scope of their work. The Youth Program Team acknowledges that racism and discrimination are embedded into organizational structures,



policies, and systems, and that we must, at all times, utilize an antiracist lens to identify practices that perpetuate white supremacy and discrimination.

**Apparent Successful Bidder (ASB)** – A bidder or bidders who is/are recommended for Award after evaluation of Responses, and may execute a resulting contract with the AGO pursuant to this competitive solicitation.

**Award** – AGO’s acceptance of a Bidder’s offer to enter into a Contract.

**Bidder** – Individual, company, organization, public or private agency, or other entity submitting a proposal/response in order to attain a contract with the AGO.

**Bidder Pool** – Bidders who have been vetted and selected through a competitive qualification process.

**Categories of Data** –

*Category 1 - Public Information*

Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

*Category 2 - Sensitive Information*

Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

*Category 3 - Confidential Information*

Confidential information is information that is specifically protected from either release or disclosure by law. This includes, but is not limited to:

- a.) Personal information as defined in [RCW 42.56.590](#) and [RCW 19.255.10](#).
- b.) Information about public employees as defined in [RCW 42.56.250](#).
- c.) Lists of individuals for commercial purposes as defined in [RCW 42.56.070](#).
- d.) Information about the infrastructure and security of computer and telecommunication networks as defined in [RCW 42.56.420](#).

*Category 4 - Confidential Information Requiring Special Handling*

Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

- a.) Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements;  
or
- b.) Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

**Contract** - The document formalizing the agreement between the parties pursuant to this RFP together with all incorporated schedules and exhibits, including the RFP, the Response, all Services requests or Statements of Work, and all Amendments.

**Contractor** - ASB who the AGO has entered into a contract with following the ASB announcement and any necessary contract negotiations.

**Effective Date** – The date a Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to the Contract.

**Encryption** – A procedure rendering the contents of a message or file unintelligible to anyone not authorized to read it.





**Letter of Interest** – A letter created by the Bidder to address the items in the Letter of Interest section to include a statement of understanding & compliance.

**Minority-Owned Business** – Limited to firms certified by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE) as a minority-owned business (MBE). See; [RCW 39.19.120](#) and [WAC 326-20](#).

**Multi-factor Authentication (MFA)** – An authentication method where the user is granted access after successfully providing two or more verification factors to gain access; such as a username and password, pin from phone, or fingerprint verified.

**National Institute of Standards and Technology (NIST)** – A federal technology agency that works with industry to develop and apply technology measurements and standards.

**Office of the Chief Information Officer (OCIO)** – Sets information technology (IT) policy and direction for the State of Washington.

**State Office of Cybersecurity (OCS)** – WaTech's State Office of Cybersecurity (OCS) provides strategic direction for cybersecurity and protects the state government network from growing cyber threats.

**Proposal/Response** – The formal offer submitted in response to this solicitation.

**RCW or the Revised Code of Washington** – The Revised Code of Washington. All references to RCW chapters or sections shall include any successor, amendment, or replacement statute.

**Request for Proposal (RFP)** – A formal procurement document in which a service or need is identified and skills and expertise are being sought to deliver the service or meet the need. The purpose of an RFP is to solicit from the Bidder or consultant community to propose the qualified Bidder(s) and associated pricing/costs to provide the service and/or meet the identified need.

**RFP Coordinator** – The AGO named solicitation Coordinator, or designee, employed by the AGO, and the individual responsible for conducting this RFP.

**Roll Based Access Control (RBAC)** – An access control method that assigns permissions to end-users based on their role within an organization.

**Safety & Wellbeing** – Is the overall sense of security and satisfaction with one’s life. It includes all of one’s different perceptions and feelings about the world and how one fits into it (such as a sense of security and happiness) as well as social attributes (such as getting one’s basic needs met).

**Services** – Those services provided relating to services identified herein and any related services that are appropriate to the Contract’s Scope of Work.

**Scope of Work** – A detailed, written description of the conceptual requirements for the project contained within a competitive solicitation document.

**Statement of Work (SOW)** – The response from the Bidder outlining specifically how they propose to complete the work as outlined in the scope of work.

**State Government Network (SGN)** – The standard IP-based network managed by WaTech, used by state agencies to connect separate locations within and among those agencies.

**Subcontractor** – One not in the employment of Contractor, who is performing all or part of the business activities under the Contract under a separate contract with Contractor.



**Trauma-Informed** – The HearMeWA program strives to be trauma informed by acknowledging that every individual may have experienced trauma in their lives and being mindful to avoid re-traumatizing youth. Trauma can be experienced on an individual and collective level both consciously and unconsciously. Trauma has no boundaries in regards to age, gender, socio-economic status, race, ethnicity, geography, or sexual orientation.

**Veteran-Owned Business** – Limited to firms certified by the Washington State Department of Veterans Affairs (WDVA) as a Certified Veteran-Owned Business. See; [RCW 43.60A.010\(7\)](#) & [RCW 43.60A.190](#). Such firms must meet four requirements:

1. **51% Ownership.** The firm must be at least fifty-one percent (51%) owned and controlled by:
  - (a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in [RCW 41.04.007](#);
  - (b) A person who is in receipt of disability compensation or pension from the Department of Veterans Affairs; or
  - (c) An active or reserve member in any branch of the armed forces of the United States, including the National Guard, Coast Guard, and Armed Forces Reserves.
2. **Washington Incorporation/Location.** The firm must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.
3. **WEBS Certification.** The firm must have certified its Veteran-Owned Business status in Washington’s Electronic Business Solution ([WEBS](#)).
4. **WDVA Certification.** The firm must have provided certification documentation to the WDVA and be certified by WDVA and listed as such on WDVA’s website ([WDVA – Veteran-Owned Businesses](#)).

**Washington Administrative Code (WAC)** – The regulations of the Washington State executive branch agencies issued by authority of statutes. Like legislation and the Constitution, regulations are a source of primary law in Washington State. All references to WAC chapters or sections shall include any successor, amended, or replacement regulation.

**Washington Small Business** – See; [RCW 39.26.010\(22\)](#) & [.010\(13\)](#). Limited to firms that meet the following three (3) requirements:

1. **Location.** The firm’s principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm’s headquarters where business decisions are made and the location for the firm’s books and records as well as the firm’s senior management personnel.
2. **Size.** The firm must be owned and operated independently from all other businesses and have either:
  - (a) fifty (50) or fewer employees; or
  - (b) gross revenue of less than seven million dollars (\$7,000,000) annually as reported on the firm’s federal income tax return or its return filed with the Washington State Department of Revenue (WDOR) over the previous three consecutive years.
3. **WEBS Certification.** Bidder must have certified its Washington Small Business status in Washington’s Electronic Business Solution ([WEBS](#)).

Washington Small Business also includes, Minibusinesses and Microbusinesses. Such firms must have a small ‘size’ requirement:

- **Minibusiness Size Requirement:** The firm must be owned and operated independently from all other businesses and have a gross revenue of at least one million dollars (\$1,000,000) but less than three million dollars (\$3,000,000) annually as reported on the firm’s federal income tax return or its return filed with the WDOR. See; [RCW 39.26.010\(17\)](#).



- *Microbusiness Size Requirement:* The firm must be owned and operated independently from all other businesses and has a gross revenue of less than one million dollars (\$1,000,000) annually as reported on the firm’s federal income tax return or its return filed with the WDOR. *See;* [RCW 39.26.010\(16\)](#).

**Washington Technology Solutions (WaTech)** – The agency that provides technology leadership and services for government organizations across the state. WaTech customer groups include state and local government agencies, educational institutions, tribal governments, and qualifying nonprofit organizations. Also known as Consolidated Technology Services (CTS).

**WEBS or Washington’s Electronic Business Solution** – The Washington State Department of Enterprise Services’ (DES) on-line system that provides vendor registration and notification activities for governmental solicitations and procurements. WEBS provides vendors automatic email notification of new bidding opportunities, and is free to vendors and government organizations. The WEBS website is: <https://fortress.wa.gov/ga/webs/>.

**Woman-Owned Business** – Limited to firms certified by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE) as a woman-owned business (WBE). *See;* [RCW 39.19.120](#) and [WAC 326-20](#).

**Youth** – Any person or persons ages 0-25.

**Youth-centered** – Having youth actively participate in program planning, implementation, evaluation and focusing on what is important to youth now and acting upon this in alliance with their family, friends, stakeholders and other experts.

## 1.6 SOLICITATION PURPOSE AND OBJECTIVE

The purpose and objective of this Request for Proposal (RFP) and any resulting Contract(s) is to receive the competitive bids to evaluate and, as appropriate, award a Contract or Contracts for the AGO to procure goods and/or services to meet the requirement to develop a multimedia campaign to communicate with the public about HearMeWA.

The AGO expects to enter into one or more contracts for the development, production and distribution of public service announcements and paid advertising for, including but not limited to, music streaming services, video/steaming, multimedia and social media. Contractor(s) would be responsible for developing branding, a media campaign, and website design for youth audiences and adult audiences from start to finish, including market research, strategy, messaging, production and placement of Public Service Announcements (PSAs) and ads in appropriate media statewide, including appropriate ads targeting non-English speaking and rural and indigenous communities. All materials produced must be Americans with Disabilities Act (ADA) compliant.

The outcome of this RFP will result in branding, marketing, and website design for HearMeWA. The successful bidder should ensure that branding is easy for youth and adults to identify the program and build recognition and awareness on all program materials including print, media, and websites. This includes, but is not limited to:

1. Focus on how HearMeWA will define and help address a need
  - i. HearMeWA will be a statewide program available 24hrs/7days a week/365 days a year, and provide multiple ways for youth to report safety and well-being concerns
2. Establish that the program is credible
  - a. Share testimonials
  - b. Gain trust so other stakeholders feel comfortable promoting HearMeWA information
3. Gather endorsements from agencies/organizations who are doing similar work
4. Focus on the audience’s needs
  - a. Be able to anticipate questions and address them before they come up



- b. Be able to express that HearMeWA will be professional yet approachable (youth centered)

Pursuant to Washington’s Procurement Code for Goods and Services, [RCW 39.26](#) states agency purchases of goods and services must be based on a competitive solicitation process.

Any Contract(s) awarded as a result of this RFP will not be a guarantee that such service will be utilized, but will provide the AGO with access to specific resources as the need may arise.

## **1.7 SCOPE OF WORK**

The desired solution(s) for the project will develop and execute branding design, a marketing campaign, and website design for HearMeWA that provides the following:

1. Development of program Brand that is co-designed with youth input
  - a. Youth input should be compensated at a rate consistent with guidance from the Washington State Office of Equity
2. Development of a program marketing campaign that includes ongoing management of social media accounts for this program, including, but not limited to:
  - a. Instagram
  - b. Snapchat
  - c. Discord
  - d. TikTok
  - e. Facebook
  - f. YouTube
3. Building a website design that the AGO will host and manage
  - a. Development must be in either Drupal or WordPress
4. Constant and consistent messaging across all platforms while promoting the campaign and modifying the material to maximize the impact of each channel. Contractor must propose a publishing schedule and content to be approved by the AGO and then adhere to the AGO approved publishing schedule and content for videos/posts/stories. Posts must recognize delegation with text info and image.
5. Multimedia Toolkit for the AGO to promote on its website that includes (at a minimum):
  - a. Marketing materials that will inform Washington youth and adults about HearMeWA both to those submitting tips and those who may be tip responders. This should include posts, stories, and microvideos the AGO can use and adapt for future use.
  - b. Short and meaningful instructional videos that will inform Washington youth and adults about how to submit tips.
  - c. Short and meaningful instructional videos that will inform Washington youth and adults on what to expect throughout the tip submittal process.
  - d. Best Practices for Government Social Media Pages
6. A digital marketing campaign that includes paid social ads.
7. All products that result from this RFP must be translated into the top 17 languages identified by the program (see Attachment G for more details).
8. Tracking metrics to understand the reach and impact of the messaging with youth and adult audiences from a wide geographic reach that represents Washington residents statewide. Including, but not limited to:
  - a. Follower growth over time



- b. Negative feedback rate
- c. Profile visits
- d. Reactions
- e. Overall engagement rate
- f. Clicks
- g. Reach
- h. Impressions
- i. Audience growth rate
- j. Engagement rate
- k. Amplification rate
- l. Virality rate
- m. Video views
- n. Video completion rate
- o. Comments
- p. Shares
- q. Saves
- r. Direct messages on social media apps

The AGO reserves right the utilize the ASB’s bid submission in drafting the final scope of work to be included in the contract, which scope of work may differ from the above, dependent upon the scope of services that have been bid by the ASB. In no way shall changes to the final contract’s scope of work be material and/or substantial changes to the scope of the RFP.

**1.8 CONTRACT TERM**

The term of any Contract resulting from this RFP is anticipated to run through June 30, 2025. Contractor performance shall be reviewed at approximately six (6) months to determine the need to extend the term of the Contract beyond the initial period. Amendments extending the term, if any, shall be at the sole discretion of the AGO.

**1.9 DOING BUSINESS WITH THE STATE OF WASHINGTON**

**1.9.1 WASHINGTON ELECTRONIC BUSINESS SOLUTION (WEBS)**

Notification of amendments and results of the solicitation will only be provided to those Bidders who have registered with WEBS and have downloaded the RFP from WEBS. Bidders accept full responsibility and liability for failing to receive any amendments resulting from their failure to register with WEBS and download the RFP from WEBS, and hold the State of Washington harmless from all claims of injury or loss resulting from such failure. Bidders are solely responsible for:

- A. Properly registering with the Department of Enterprise Services WEBS at: <https://des.wa.gov/services/contracting-purchasing/doing-business-state/webs-registration-search-tips>;
- B. Maintaining an accurate Bidder profile in WEBS; and
- C. Downloading the solicitation consisting of the RFP with all attachments, appendices, and all current and subsequent amendments to the solicitation.

**1.9.2 STATEWIDE VENDOR NUMBER REGISTRATION AND PAYMENT**

Bidders awarded contracts or SOWs as a result of this RFP will be required to register as a Statewide Vendor (SWV). The SWV file is a central vendor file maintained by the Office of Financial Management (OFM) for use by Washington State agencies in processing vendor payments. This allows vendors to receive payments from all participating state agencies by direct deposit, the State's preferred method of



payment. The Apparent Successful Bidder(s) is/are required to register as a Statewide Vendor; however, participation in direct deposit is optional. To obtain registration materials please visit: <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>.

### 1.9.3 SMALL & DIVERSE BUSINESSES

The AGO, in accordance with Washington law, encourages small and diverse businesses to compete for and participate in state procurements as contractors and as subcontractors to awarded Bidders. *See*; Chapter [39.19 RCW](#) (OMWBE certified businesses); [RCW 43.60A.010\(7\)](#) & [RCW 43.60A.190](#) (WDVA certified veteran-owned businesses); and [RCW 39.26.010\(22\)](#) & [.010\(13\)](#) (Washington small businesses).

- **OMWBE Certification.** Bidders may contact the Washington State Office of Minority and Women’s Business Enterprises (OMWBE) regarding information on Minority-Owned and Women-Owned certified firms, state and federal certification programs, or to become certified. OMWBE can be reached by telephone, 866-208-1064, or through their website at OMWBE. OMWBE-Certified firms may provide their certification information on **Attachment F – Bidder’s Profile**.
- **WDVA Certification.** Bidders may contact the Washington State Department of Veterans’ Affairs (WDVA) for information regarding Certified Veteran-Owned businesses or to become a Certified Veteran-Owned Business. The WDVA can be reached by telephone, (360) 725-2169, or through their website at WDVA. The qualification requirements to be a Certified Veteran-Owned Business are set forth in **Attachment E – Bidder’s Certification**.
- **Washington Small Business.** If you qualify as a Washington Small Business, identify yourself as such in WEBS. Call WEBS Customer Service at 360-902-7400. The qualification requirements to self-certify as a Washington Small Business are set forth in **Attachment E – Bidder’s Certification**.

### 1.9.4 ENVIRONMENTAL GOALS

In support of the state’s environmental goals, although not an award factor (unless otherwise specified herein), Bidders are encouraged to consider the following in responding to this RFP:

- A. Use of environmentally preferable goods and services, including post-consumer waste and recycled content.
- B. Products made or grown in Washington.

### 1.9.5 WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES

The AGO will apply the following Washington State procurement priorities and preferences to this RFP which, will impact the evaluation of bids for this RFP

- [Executive Order #18-03](#): **50 points**
- Washington Small Business: **50 points**
- Certified Veteran-Owned Business: **50 points**

## SECTION II – INFORMATION ABOUT THE PROCUREMENT

### 2.1 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

AGO also reserves the right to amend, cancel or reissue this solicitation in whole or in part. In the event it becomes necessary to revise any part of this RFP, amendments will be published on [WEBS](#). If there is any conflict between amendments, or between an amendment and the solicitation, whichever document was issued last in time shall be



controlling. **Only Bidders who have properly registered and downloaded the original solicitation directly via WEBS will receive notification of amendments and other pertinent correspondence.** Visit [WEBS](#) to register.

ESTIMATED SCHEDULE	
ITEM	DATE
Post Request for Proposal.	<b>08/25/2023</b>
Pre-Bid Conference  Join Zoom Meeting <a href="https://atg-wa.zoom.us/j/86268132555?pwd=bGpEWHlucDlyQnhsVTdNYUpxa1BCQT09">https://atg-wa.zoom.us/j/86268132555?pwd=bGpEWHlucDlyQnhsVTdNYUpxa1BCQT09</a>  Meeting ID: 862 6813 2555 Passcode: 290035 One tap mobile +12532158782,,86268132555# US (Tacoma) +12532050468,,86268132555# US  Dial by your location +1 253 215 8782 US (Tacoma) +1 253 205 0468 US +1 669 444 9171 US +1 669 900 6833 US (San Jose) +1 719 359 4580 US +1 346 248 7799 US (Houston) +1 301 715 8592 US (Washington DC) +1 305 224 1968 US +1 309 205 3325 US +1 312 626 6799 US (Chicago) +1 360 209 5623 US +1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US +1 646 931 3860 US +1 689 278 1000 US +1 929 436 2866 US (New York) 833 548 0282 US Toll-free 877 853 5257 US Toll-free 888 475 4499 US Toll-free 833 548 0276 US Toll-free  Meeting ID: 862 6813 2555 Find your local number: <a href="https://atg-wa.zoom.us/j/86268132555">https://atg-wa.zoom.us/j/86268132555</a>	<b>09/13/2023 03:30 PM – 04:30 PM (Pacific Time)</b>
Question and Answer Period	<b>08/25/2023 – 09/29/2023</b>
Deadline for submitting Bids	<b>10/09/2023</b>
Anticipated Proposal Review	<b>10/10/2023 – 10/24/2023</b>
Anticipated Top Bidder Interviews (if requested)	<b>10/25/2023 – 10/31/2023</b>
Announce “Apparently Successful Bidder(s)” (ASB) and send notification via WEBS to unsuccessful Bidders. Evaluations may take several weeks.	<b>Upon conclusion of AGO evaluations.</b>



## 2.2 COMPETITIVE SOLICITATION QUESTIONS & RFP COORDINATOR

Questions or concerns regarding this RFP must be directed to the below RFP Coordinator. Questions raised at the pre-bid conference and during the Q&A period will be answered and responses posted to WEBS.

The RFP Coordinator designated for this RFP is Megan Clark. In the event that the RFP Coordinator is not available, they or the AGO Contracts Unit shall designate another party to serve as RFP Coordinator in their absence.

<b>Name</b>	Attorney General's Office
	Attn: Megan Clark – RFP #23-01 Coordinator
<b>Address</b>	7141 Cleanwater Drive SW
<b>City, State, Zip Code</b>	Olympia, WA 98501
<b>Phone Number</b>	360-709-6054
<b>E-Mail Address</b>	<a href="mailto:contracts@atg.wa.gov">contracts@atg.wa.gov</a>

## 2.3 PRE-BID CONFERENCE

The AGO will host a pre-bid conference at the time set forth in Section 2.2 of this RFP. Attendance is not mandatory. Bidders, however, are encouraged to attend and participate. The purpose of the pre-bid conference is to verbally review the RFP and allow for the potential Bidders to raise any issues or concerns that they may have. If changes to the RFP are required as a result of the pre-bid conference, the Procurement Coordinator will post an amendment to this RFP to WEBS. Assistance for disabled, blind, or hearing-impaired persons who wish to attend the pre-bid conference is available with prior arrangement by contacting the Procurement Coordinator. **In order for accommodations to be guaranteed, please submit requests at least three (3) business days before the conference. Accommodation requests received after this date cannot be guaranteed.**

Questions raised at the pre-bid conference will be documented and written responses will be provided during the Q&A period and posted on WEBS. Substantive questions will not be answered during the pre-bid conference. Bidders shall only rely on written postings and amendments issued via WEBS. All other communications will be considered unofficial and nonbinding.

## 2.4 COMPLAINTS, DEBRIEFS AND PROTESTS

This RFP (and award of any Contract) is subject to complaints, debriefs, and protests as explained in Section 5, which may impact the dates set forth above.

## 2.5 PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE

All documents (written and electronic) submitted to the AGO as part of this procurement are public records. Unless statutorily exempt from disclosure, such records are subject to disclosure if requested. *See* [RCW 42.56](#), Public Records Act. The AGO strongly discourages Bidders from unnecessarily submitting sensitive information (e.g., information that Bidder might categorize as 'confidential,' 'proprietary,' 'sensitive,' 'trade secret,' etc.).

If, in Bidder's judgment, Washington's Public Records Act provides an applicable statutory exemption from disclosure for certain portions of Bidder's bid, please mark the precise portion(s) of the relevant page(s) of the bid that Bidder believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure.

In addition, if, in Bidder's judgment, certain portions of Bidder's bid are not statutorily exempt from disclosure but are sensitive because these particular portions of Bidder's bid (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Bidder protects through the regular use of





confidentiality or similar agreements and routine enforcements through court enforcement actions, please mark the precise portion(s) of the relevant page(s) of Bidder’s bid that include such sensitive information.

In the event that the AGO receives a public records disclosure request pertaining to information that Bidder has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, The AGO, prior to disclosure, will do the following:

- The AGO’s Public Records Officer will review any records marked by Bidder as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, the AGO will redact or withhold the document(s) as appropriate.
- For documents marked ‘sensitive’ or for documents where the AGO either determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, the AGO will notify Bidder, at the address provided in the bid submittal, of the public records disclosure request and identify the date that the AGO intends to release the document(s) (including documents marked ‘sensitive’ or exempt from disclosure) to the requester unless the Bidder, at Bidder’s sole expense, timely obtains a court order enjoining the AGO from such disclosure. In the event Bidder fails to timely file a motion for a court order enjoining such disclosure, the AGO will release the requested document(s) on the date specified. Bidder’s failure properly to identify exempted or sensitive information and timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Bidder of any claim that such materials are exempt or protected from disclosure.

## 2.6 COMMITMENT OF FUNDS

The Attorney General or those with authority delegated by the Attorney General are the only individuals who may legally commit AGO to the expenditures of funds for a Contract resulting from this RFP. No cost chargeable to the proposed Contract may be incurred before receipt of a fully executed Contract.

## 2.7 FUNDING AVAILABILITY

The AGO anticipates a total budget is as follows:

FY 24	FY 25	Each Year After
\$390,000.00	\$59,000.00	\$59,000.00

This solicitation may be dependent upon funding availability. In the event additional funding becomes available, any contract awarded may be renegotiated and amended to provide for additional related services. If for any reason the funding is reduced, suspended, withdrawn, terminated, or funding authorization is revoked, AGO reserves the right to cancel this procurement and any contract awarded pursuant thereto.

## 2.8 INSURANCE COVERAGE

If a Bidder is selected as an Apparent Successful Bidder, Bidder is required to carry insurance in accordance with the instructions in **Attachment C – Insurance Requirements** to this RFP. Required insurance types, coverage and limits may be negotiated.

The Apparent Successful 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 or liable in any way for claims filed by Apparent Successful Bidder or its employees for services performed under the terms of the Contract.



## 2.9 REJECTION DUE TO UNSATISFACTORY PERFORMANCE

Pursuant to the provisions of [RCW 39.26.160](#), the AGO may reject Proposals of any Bidder who has failed to perform satisfactorily under any previous contract. The AGO shall notify the Bidder of such a rejection.

## 2.10 FEDERAL RESTRICTIONS ON LOBBYING (if applicable)

The Bidder certifies, by submittal of a Proposal to this RFP, that under the requirements of [Lobbying Disclosure Act, 2 U.S.C., Section 1601](#) et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. See the Federal Restrictions on Lobbying subsection of the proposed Contract.

## 2.11 USE OF SUBCONTRACTORS

AGO will accept Proposals that include third-party involvement only if the Bidder submitting the Proposal agrees to take complete responsibility for all actions of such subcontractors. Specific restrictions apply to contracting with current or former state employees pursuant to chapter [42.52 RCW](#). Bidders should familiarize themselves with the requirements prior to submitting a Proposal.

Bidder who, if awarded a Contract, intend to use subcontractors, must complete **Attachment D – Diverse Business Inclusion Plan – Subcontractors** in the form set forth in the attachment.

- Note: **Attachment D – Diverse Business Inclusion Plan – Subcontractors** is NOT required if Bidder does NOT intend to use subcontractors for this contract.

As part of the **Diverse Business Inclusion Plan – Subcontractors**, Bidder is encouraged to include an anticipated list of small/diverse subcontractors who may assist Bidder in fulfilling Bidder's contractual obligations, if Bidder is awarded a Contract pursuant to this RFP. This list should identify any subcontractors who are small/diverse businesses as defined within Section 1.2 – Definitions.

- Note: The businesses included in the **Diverse Business Inclusion Plan – Subcontractors** are considered to be examples of the businesses that the Bidder may use as subcontractors and does NOT obligate the Bidder to utilize those specific subcontractors they have listed in performing the Contract, if awarded. If awarded, the Bidder's Diverse Business Inclusion Plan – Subcontractor will be incorporated into the terms and conditions of the resulting Contract, and Bidder must report performance and progress to the AGO as set forth in that Contract.

Bidders must describe their efforts in engaging and reducing any barriers to participation by small/diverse businesses, including outreach, education/mentorship, and process changes designed to increase small/diverse business participation.

If the proposed subcontractors are self-identified diverse businesses, the Bidder shall encourage and support efforts for their certification with the appropriate Washington State agencies.

The small/diverse business goals set forth within the attachment are voluntary. Bidders will not be considered to be non-responsive if the **Diverse Business Inclusion Plan – Subcontractors** has a zero small/diverse business participation amount. The AGO, however, encourages Bidders to be proactive in engaging small/diverse business participation. No preference will be included in the evaluation of bids based on the **Diverse Business Inclusion**



**Plan – Subcontractors.** No minimum level of small/diverse business participation is required as a condition for receiving a Contract award.

Contractors who utilize subcontractors will meet with the AGO annually regarding their small/diverse business aspiration inclusion goals and outreach efforts set forth in their **Diverse Business Inclusion Plan – Subcontractors**.

## 2.12 APPLICABLE LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

- Affirmative action, [RCW 41.06.020\(1\)](#)
- Disclosure-campaign finances-lobbying, Chapter [42.17A RCW](#)
- Discrimination-human rights commission, Chapter [49.60 RCW](#)
- Ethics in public service, Chapter [42.52 RCW](#)
- Office of Minority & Women's Business Enterprises, Chapter [39.19 RCW](#) and Chapter [326-02 WAC](#)
- State budgeting, accounting, and reporting system, Chapter [43.88 RCW](#)

## **SECTION III –SUBMISSION INSTRUCTIONS AND REQUIRED CONTENT**

### 3.1 SUBMISSION INSTRUCTIONS

Bidders are required to submit an electronic copy of their proposal to the RFP Coordinator at the email address specified in Section 2.2 – Competitive Solicitation Questions & RFP Coordinator. Bidders may submit parts of the bid in multiple email messages to avoid size limitations.

Please refrain from submitting proposals with links to outside systems, test systems, etc. Unless requested or required within a specific item of the proposal, the general use of links, either in a proposal document or to a cloud based program, is not an acceptable method of submittal.

Late Proposals will not be accepted and will be automatically disqualified from further consideration, unless the AGO's email is found to be at fault. All Proposals and any accompanying documentation become the property of the AGO and will not be returned.

### 3.2 BID FORMAT

Bids must be complete, legible, signed, and follow all instructions stated in this RFP (including all of its Attachments, Amendments, and/or Exhibits). Unless otherwise specified in writing by the AGO, documents included with an electronic bid must be prepared in MS Word, MS Excel, or Adobe PDF. Where required to do so, Bidders may sign using either a physical or electronic signature. Bidders are cautioned to keep email sizes to less than 25MB to ease delivery. Zipped files cannot be accepted.

### 3.3 BIDDER COMMUNICATIONS REGARDING THIS COMPETITIVE SOLICITATION

During the RFP process, all Bidder communications regarding this RFP must be directed to the Procurement Coordinator specified in Section 2.2 of this RFP. Bidders should rely only on this RFP and written amendments to this RFP issued by the Procurement Coordinator. In no event will oral communications regarding this RFP be binding.

- A. Bidders are encouraged to make any inquiry regarding the RFP as early in the process as possible to allow the AGO to consider and, if warranted, respond to the inquiry. If a Bidder does not notify the AGO of an issue, exception, addition, or omission, the AGO will consider the matter waived by the Bidder for protest purposes;



- B. If Bidder inquiries result in changes to the RFP, written amendments will be issued and posted on WEBS; and
- C. Unauthorized Bidder contact regarding this RFP with other state employees involved with the RFP may result in Bidder disqualification.

### 3.5 **BID SUBMITTAL CHECKLIST – REQUIRED BID SUBMITTALS**

This section identifies the bid submittals that must be provided to the AGO to constitute a responsive bid. The submittals must be delivered as set forth below. Bids that do not include the submittals identified below may be rejected as nonresponsive. In addition, a Bidder’s failure to complete any submittal as instructed may result in the bid being rejected. Bidders may not provide unsolicited materials. For any supplemental materials expressly required by the AGO in writing, Bidders must identify such supplemental materials with the Bidder’s name. Unless requested or required within a specific item of the proposal, the general use of links, either in a proposal document or to a cloud based program, is not an acceptable method of submittal.

**Letter of Submittal**

The Proposal must contain a letter of submittal that shall include the following, in the order given:

1. Condense and highlight the major components of the Proposal that the Bidder believes will provide the AGO evaluation team with a broad understanding of the entire Proposal;
2. An itemization of all materials and enclosures being forwarded collectively in response to the RFP; and
3. An expression of the Contractor’s willingness to enter into an agreement with the AGO which includes the terms and conditions of the contract included as Attachment J – Sample Contract of this RFP.

Bidders may include any other topics or statements in the letter as they deem appropriate and may wish to convey to the AGO.

The Letter of Submittal must be signed and dated by a person authorized to legally bind the Bidder to a contractual relationship.

**Attachment D – Diverse Business Inclusion Plan – Subcontractors**

This document is a required submittal **IF** Bidder intends to utilize Subcontractors in the performance of their work. If so, Bidder must complete and submit **Attachment D – Diverse Business Inclusion Plan – Subcontractors** to the AGO.

**Attachment E – Bidder’s Certification**

This document is the Bidder’s Certification. Complete the certification, along with any exceptions or required explanations, and submit it with the bid to the AGO.

Note: The Certification must be complete. Where there are choices, Bidder **must** check a box. The Certification must be signed by a duly authorized representative for the Bidder.

**Attachment F – Bidder’s Profile**

This document is required Bidder information for the AGO’s contract administration purposes. Complete as instructed and submit it with your Bid to the AGO.

**Attachment G – Performance Requirements**

Bidder will need to confirm that Bidder’s goods and/or services and/or Bidder’s performance meets or exceeds the detailed specifications/qualifications set forth in **Attachment G – Performance Requirements** and submit it with the bid to the AGO. Do not submit external



links for review and scoring in relation to any of the questions in Attachment G. External links may not be reviewed and scored.

**Key Personnel Curriculum Vitae(s) (CV(s)) (Required for all Bids) (#1.1-#1.5)**

Bidder must ensure that the attached CVs contain the necessary information to address qualification requirements 1.1 – 1.5 listed within **Attachment G – Performance Requirements**.

**Program Management Plan (Required for all Bids) (#2.1-#2.6)**

Bidder must submit a Program Management Plan and Timeline that explains the Bidder’s plan and approach and timeline for managing the Scope of Work for this program, ensuring that such plan adequately addresses items 2.1 – 2.7 listed in **Attachment G – Performance Requirements**. The plan must not exceed ten pages (12-point font) and must include headings and references to where the required information is located.

**Attachment H – Cost Proposal**

Bidder will need to complete the project pricing as instructed in **Attachment H – Cost Proposal** and submit it with the bid to the AGO.

**Attachment I – Contract Issues List**

This document is a required submittal **IF** Bidder has business issues with the Contract attached as **Attachment J – Sample Contract**. If so, Bidder must complete and submit to the AGO. Note, however, the AGO reserves the right to modify the Contract and to award the Contract on the basis of a Bidder’s willingness to agree to the Contract.

### **3.6 COST PROPOSAL (SCORED)**

Bid prices must include all cost components needed for the goods and/or services as described in this RFP. See **Attachment H – Cost Proposal**. A Bidder’s failure to identify all costs in a manner consistent with the instructions in this Competitive Solicitation is sufficient grounds for disqualification.

Bidder’s must identify and include all cost elements in their pricing. **In the event that Bidder is awarded a Contract, the total price for the goods and/or services shall be the Bidder’s price as submitted.** Except as provided in the Contract, there shall be no additional costs of any kind.

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

### **3.7 DIVERSE BUSINESS INCLUSION PLAN (OPTIONAL)**

In accordance with legislative findings and policies set forth in [RCW 39.19](#), the state of Washington encourages participation in all contracts by firms certified by the office of Minority and Women’s Business Enterprises (OMWBE), set forth in [RCW 43.60A.200](#) for firms certified by the Washington State Department of Veterans Affairs, and for firms that are Washington Small Businesses. Participation may be either on a direct basis or on a subcontractor basis. However, no preference on the basis of participation is included in the evaluation of Diverse Business Inclusion Plans submitted, and no minimum level of minority- and women-owned business enterprise (MWBE), Washington Small Business, or Washington State certified Veteran Business participation is required as a condition for receiving an award. If one exists, Bidders may submit a Diverse Business Inclusion Plan with their Proposal as referenced in Section 2.13. Any affirmative action requirements set forth in any federal Governmental Rules included or referenced in the contract documents will apply.



**SECTION IV – EVALUATION AND AWARD**

**4.1 OVERVIEW**

The AGO will evaluate bids for this RFP as described below.

- Bidder responsiveness, performance requirements, price factors, and responsibility, will be evaluated based upon the process described herein.
- Any Bidder whose bid is determined to be non-responsive will be rejected and will be notified of the reasons for this rejection.
- The AGO reserves the right to: (1) Request clarification regarding any bid; (2) Waive any informality; (3) Reject any or all bids, or portions thereof; (4) accept any portion of the bid unless the Bidder stipulates all or nothing in their bid; (5) Cancel the RFP and, if desired, re-solicit bids; and/or (6) Negotiate with the lowest responsive and responsible Bidder(s) to determine if such bid can be improved.

Only those Proposals meeting all mandatory submittal requirements will be evaluated for possible contract award. The evaluation of Proposals shall be accomplished by and through an evaluation committee to be designated by the AGO, which will determine the ranking of the Proposals. The Evaluation Committee will evaluate the Bidders to this RFP based on their written responses to this RFP and any additional written information submitted as requested.

Step	Item	Points
1	Bid Responsiveness	Pass/Fail
	Bidder Responsibility	Pass/Fail
<b>BID EVALUTATION</b>		
2	Performance Requirements (Attachment G)	560 points
3	Cost Proposal (Attachment H – Cost Proposal)	240 points
Section Total:		800 points
<b>STATE PROCUREMENT PRIORITIES</b>		
4	Washington Small Business	50 points
	Certified Veteran-Owned Business	50 points
	Executive Order #18-03	50 points
Section Total:		150 points
<b>PROPOSAL TOTAL:</b>		<b>950 points</b>
<b>PRESENTATION &amp; OCS DESIGN REVIEW</b> <i>(Top-Scored Bidder(s) advance)</i>		
5	Demonstration/Interview (if requested)	400 points
<b>CONTRACT NEGOTIATIONS</b>		
7	Contract Negotiations	N/A



## 4.2 BID RESPONSIVENESS/RESPONSIBILITY [Step 1]

The AGO will review bids – on a pass/fail basis – to determine whether the bid is ‘responsive’ to this RFP. This means that the AGO will review each bid to determine whether the bid is complete – i.e., does the bid include each of the required bid submittals, are the submittals complete, signed, legible. The AGO reserves the right – in its sole discretion – to determine whether a bid is responsive – i.e., to determine a Bidder’s compliance with the requirements specified in this RFP and to waive informalities in a bid. An informality is an immaterial variation from the exact requirements of the RFP having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the goods or the quality, capability, or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial, to Bidders. For responsive bids, the Procurement Coordinator or designee will perform a cursory review to determine Bidder’s ability to meet the minimum requirements. In determining responsibility, the AGO will review **Attachment G – Performance Requirements** on Bidder’s ability to meet the minimum pass/fail requirements.

## 4.3 PERFORMANCE REQUIREMENTS EVALUATION [Step 2]

The AGO will evaluate each bid to ensure that each Bidder’s good(s) and/or service(s) meet the specifications and/or performance requirements set forth in **Attachment G – Performance Requirements**. The AGO reserves the right to request additional information or perform tests and measurements before selecting the Apparent Successful Bidder. A Bidder’s failure to provide requested information to AGO within ten (10) business days may result in disqualification.

## 4.4 COST PROPOSAL [Step 3]

The AGO will evaluate Bidder budgets and/or bid pricing by reviewing and comparing the submitted bid prices provided in Attachment H – Cost Proposal. The Procurement Coordinator will evaluate bids – to identify the lowest evaluation total – by reviewing and comparing the submitted bid prices. The lowest bid will receive the maximum of available points for that certain cost factor, and the remaining bids will receive a proportionate number of points based on their bid price as compared to the lowest bid using the following formula:

Sample Calculation using Bidder A = \$100,000 and Bidder B = \$110,000

In this example, Bidder A is the lowest total bid evaluation cost for that section and receives the maximum points for that section, so Bidder A would be assigned the 400 points. Bidder B would be assigned 363.6 points based on the below formula.

Bidder B calculation:  $(\text{Lowest Bid} / \text{Bid Evaluated}) \times \text{Maximum Point Available} = \$100,000(A) / \$110,000(B) \times 400 = 0.909 \times 400 = 363.6$  cost points for that section.

## 4.5 WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES [Step 4]

The AGO will apply the following Washington State procurement priorities and preferences, as set forth below, to this RFP:

- **Procurement Preference for [Executive Order #18-03](#) (Firms without Mandatory Individual Arbitration for Employees).** Pursuant to [RCW 39.26.160\(3\)](#) (best value criteria) and consistent with [Executive Order 18-03 – Supporting Workers’ Rights to Effectively Address Workplace Violations](#) (dated June 12, 2018), the AGO will evaluate bids for best value and will provide a bid preference in the amount of **50 points** to any Bidder who certifies, pursuant to **Attachment F**, 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 active waivers.
- **Washington Small Businesses.** In furtherance of Washington’s business inclusion goals the AGO will evaluate bids for best value and will provide a bid preference in the amount of **50 points** to any Bidder who



certifies, pursuant to **Attachment F**, that Bidder qualifies as a ‘Washington Small Business’ as set forth in **Attachment F**.

- **Certified Veteran-Owned Businesses.** In furtherance of Washington’s business inclusion goals, the AGO will evaluate bids for best value and will provide a bid preference in the amount of **50 points** to any Bidder who certifies, pursuant to **Attachment F**, that Bidder qualifies as a Washington Department of Veteran’s Affairs Certified Veteran-Owned Business.

#### **4.6 PRESENTATION EVALUATION [Step 5]**

The AGO may invite the Bidder(s) with the top-score proposals to demonstrate/interview with the evaluation committee. All key personnel will be required to participate in the demonstration/interview process. The AGO will contact the Bidder(s) to schedule a date and time for demonstration/interview. The AGO will provide further instruction at the time of scheduling demonstrations/interviews. Prior points are cumulative. **There will be a maximum of 400 points awarded based on Bidder’s demonstration/presentation/interview.**

#### **4.7 CONTRACT NEGOTIATIONS [Step 6]**

The AGO may negotiate with the highest scored, responsive, responsible Bidder(s) to finalize a Contract and to determine if the bid may be improved. If, after a reasonable period of time, the AGO, in its sole judgement and at its sole discretion, cannot reach agreement on acceptable Contract terms with such Bidder, the AGO may suspend negotiations and undertake negotiations with the next highest scored responsive, responsible Bidder, as determined by the evaluations.

#### **4.8 OPPORTUNITY FOR DISCUSSIONS, NEGOTIATIONS AND/OR INTERVIEWS**

After receipt of Proposals and prior to the recommendation of award, the RFP Coordinator may initiate discussions with one or more Bidders, should any clarification or negotiation be deemed necessary.

#### **4.9 NOTIFICATION OF SELECTED APPARENT SUCCESSFUL BIDDER**

The AGO will determine the Apparent Successful Bidder (ASB). The ASB will be the responsive and responsible Bidder(s) that best meet(s) the RFP requirements and present the best total value, including pricing and budget, and other factors as set forth in this RFP, including any applicable state procurement priority or preference.

Designation as an ASB does not imply that the AGO will issue an award for a Contract. Rather, this designation allows the AGO to perform further analysis and ask for additional documentation. The Bidder must not construe ASB designation as an award, impending award, attempt to negotiate, etc. If a Bidder acts or fails to act as a result of such notification or designation, it does so at its own risk and expense.

Upon ASB announcement, Bidders may request a debrief conference as specified in Section 5.

#### **4.10 CONTRACT AWARD**

Subject to protests, if any, the AGO and ASB(s) will enter into a Contract as set forth in **Attachment J – Sample Contract**. The AGO reserves the right to award on an all-or-nothing basis. Following the award of the Contract, all Bidders registered in WEBS will receive Notice of Award, delivered to the Bidder’s email address provided in the Bidder’s profile in WEBS.





#### 4.11 BID INFORMATION AVAILABILITY

Upon the AGO's announcement of ASB, all bid submissions and all bid evaluations are subject to public disclosure pursuant to Washington Public Records Act. *See*; [RCW 39.26.030\(2\)](#).

#### 4.12 ADDITIONAL AWARDS

The AGO reserves the right, during the resulting Contract term, to make additional Contract awards to responsive, responsible Bidders who provided a bid, but who were not awarded a Contract. Such awards would be on the same or substantially similar terms and conditions, and would be designed to address an awarded Contractor vacancy (e.g., an awarded Contractor is terminated or goes out of business) or be in the best interest of the State of Washington.

### SECTION V – COMPLAINT, DEBRIEF AND PROTEST PROCESS AND INSTRUCTIONS

#### 5.1 COMPLAINTS

The complaint period is an opportunity for Bidders to voice objections, raise concerns, or suggest changes that were not addressed during the Question & Answer Period or at the Pre-Bid Conference. The complaint period ends five (5) business days before the Proposal due date, and complaints must be received on or before the date and time indicated on the Anticipated Procurement Schedule of the RFP.

- A. *Criteria for Complaint:* A formal complaint may only be based on one or more of the following grounds: (a) The solicitation unnecessarily restricts competition; (b) The solicitation evaluation or scoring process is unfair or flawed; or (c) The solicitation requirements are inadequate or insufficient to prepare a response. Complaints based on other criteria will not be considered or addressed by the AGO. A complaint should clearly articulate the basis of the complaint and include a proposed remedy.
- B. *Initiating A Complaint:* A complaint must be submitted to the RFP Coordinator via email.
- C. *Response:* When a complaint is received, the RFP Coordinator (or designee) will consider all the facts available and respond in writing prior to the deadline for proposal submittals, unless more time is needed.
- D. *Response is Final:* The RFP Coordinator's response to the complaint is final and not subject to administrative appeal.
- E. *Other:*
  - i. Issues raised in a complaint may not be raised again during the protest period.
  - ii. Any issue, exception, addition, or omission not brought to the attention of the RFP Coordinator prior to proposal submittal shall be deemed waived for protest purposes.
  - iii. The AGO will consider all complaints but is not required to adopt the proposed remedy to a complaint, in part or full.
  - iv. If Bidder complaints result in changes to the RFP, written amendments will be issued and posted on WEBS.

#### 5.2 DEBRIEF CONFERENCES

A Debrief Conference is an opportunity for a Bidder and the AGO to meet and discuss the Bidder's Proposal. A request for a debrief conference is a required prerequisite for a Bidder wishing to file a protest.

- A. *Announcement:* Following the evaluation of the bids, the AGO will issue an announcement on WEBS of the Apparent Successful Bidder (ASB) and send a Notification of Unsuccessful Bidder to all unsuccessful Bidders through WEBS.
- B. *Debrief Request:* A Bidder's request for a debriefing conference must be received via email by the RFP Coordinator within three (3) business days after the Announcement of ASB and Notification of Unsuccessful Bidder is posted through WEBS.
- C. *Debrief Conference:* When the Debrief Conference request is received, the AGO will offer the



requesting Bidder one meeting opportunity and notify the Bidder of the Debrief Conference place, date, and time.

- D.** The AGO will not allow the debrief process to delay the award. Therefore, Bidders should plan for contingencies and alternate representatives. Bidders who do not attend the Debrief Conference will lose the opportunity to protest.

### 5.3 PROTESTS

The protest procedure is available to Bidders who submitted a response to this solicitation document and have participated in a Debriefing Conference. Bidders protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest constitutes the sole administrative remedy available to Bidders under this procurement.

Upon completing the Debriefing Conference, the Bidder is allowed five (5) business days to file a protest of the acquisition with the AGO Contracts Administrator via email to the RFP Coordinator at the email address listed on Page 1 of the RFP.

- A.** *Criteria for a protest:* A protest may be based only on one or more of the following:
- i.* Bias, discrimination, or conflict of interest on the part of an evaluator;
  - ii.* Error in computing evaluating scores; or
  - iii.* Non-compliance with any procedures described in the RFP.
- B.** *Criteria not met:* Protests not based on the above three issues will not be considered. Protests will be rejected as without merit if they address issues such as: 1) An evaluator's professional judgment on the quality of a proposal, or 2) the AGO's assessment of its own and/or other agencies' needs or requirements.
- C.** *Initiating a Protest:* Only Bidders who have participated in a Debrief Conference may protest selection of the ASB. A protest must:
- i.* Be in writing;
  - ii.* Include a specific and complete statement of facts forming the basis of the protest;
  - iii.* Include a description of the relief or corrective action requested;
  - iv.* Be received by the AGO on or before 5:00 pm on the fifth (5<sup>th</sup>) business day after the Bidder's Debrief Conference (not including the conference day).
- D.** *Protest Response:* Upon receipt of a protest, the AGO will hold a protest review. The Protest Officer of the AGO or an employee delegated by the Chief Financial Officer 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 Bidder that submitted a proposal, such Bidder will be given an opportunity to submit its views and any relevant information on the protest to the AGO Contracts Administrator.
- E.** *Decision is Final:* The protest decision is final and not subject to administrative appeal. If the protesting Bidder does not accept the AGO's protest response, the Bidder may seek relief in Thurston County Superior Court. The final determination of the protest shall:
- i.* Find the protest lacking in merit and uphold the AGO's action;
  - ii.* Find only technical or harmless errors in the AGO's acquisition process and determine the AGO to be in substantial compliance and reject the protest.
  - iii.* Find merit in the protest and provide options to the AGO, including correcting errors and reevaluating all proposals; reissuing the solicitation document; or making other findings and determining other courses of action as appropriate.
- F.** After reviewing the protest and available facts, the AGO will issue a written response within ten (10) business days from receipt of the protest, unless additional time is needed.

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



5.4

COMMUNICATION REGARDING COMPLAINTS, DEBRIEFS AND PROTESTS

A. COMMUNICATIONS

With the exception of protests, all communications about this RFP, including complaints and debriefs, must be addressed to the Procurement Coordinator unless otherwise directed. Protests must be addressed to the Protest Officer.

- Form, Substance & Other. All complaints, debrief conference requests and protests must:
i. Be in writing;
ii. Be signed by the complaining, requesting, or protesting Bidder or an authorized agent;
iii. Be delivered within the time frame(s) outlined herein;
iv. Identify the Competitive solicitation number;
v. Conspicuously state "Complaint", "Debrief" or "Protest" in any subject line of any correspondence or email; and
vi. Be sent to the address identified below.
Complaints and Protests. All complaints and protests must (a) State all facts and arguments on which the complaining or protesting Bidder is relying on as the basis for its action; and (b) Include any relevant documentation or other supporting evidence.

B. TO SUBMIT A COMPLAINT

Send an email message to the Procurement Coordinator listed in this Competitive Solicitation (see Section 2.1, above). The email message must include "Complaint" in the subject line of the email message. Alternatively, mail the complaint to the Procurement Coordinator listed in this Competitive Solicitation at the following address:

Attn: Procurement Coordinator – Complaint
AGO Contracts Unit
P.O. Box 40107 Olympia, WA 98504-0107

C. TO REQUEST A DEBRIEF CONFERENCE

Send an email message to the Procurement Coordinator listed in this Competitive Solicitation (see Section 2.1, above). The email message must include "Debrief" in the subject line of the email message.

D. TO SUBMIT A PROTEST.

Send an email message to the Protest Officer at the following email address: Contracts@atg.wa.gov. The email message must include "Protest" and the Solicitation number in the subject line of the email message. Alternatively, mail the protest to the Protest Officer at the following address:

Attn: Protest Officer
AGO Contracts Unit
P.O. Box 40107 Olympia, WA 98504-0107







SECTION VI – RFP ATTACHMENTS

Attachment A – Washington Youth Safety and Well-being Tipline
2022 Annual Report



AttachmentA\_2022T
iplineAnnualReport



<b><i>Attachment B – 2022 Youth Survey Results</i></b>	 AttachmentB_2022Y outhSurvey
<b><i>Attachment C – Insurance Requirements</i></b>	 AttachmentC_Insur anceRequirements
<b><i>Attachment D – Diverse Business Inclusion Plan – Subcontractors</i></b>	 AttachmentD_Diver seSubInclusionPlan
<b><i>Attachment E – Bidder Certification</i></b>	 AttachmentE_Bidde rCertification
<b><i>Attachment F - Bidder’s Profile</i></b>	 AttachmentF_Bidde rProfile
<b><i>Attachment G – Performance Requirements</i></b>	 AttachmentG_Perfo rmanceRequirement
<b><i>Attachment H – Cost Proposal</i></b>	 AttachmentH_CostP roposal
<b><i>Attachment I – Bidder’s Contract Issues</i></b>	 AttachmentI_Bidde sContractIssues
<b><i>Attachment J – Sample Contract</i></b>	 AttachmentJ_Sample Contract.docx



**ATTACHMENT G – PERFORMANCE REQUIREMENTS**

Competitive Solicitation:	No. #23-01
Bidder:	_____ Type/print full legal name of Bidder company

**Instructions:**

Bidders must demonstrate through **Attachment G – Performance Requirements** that they possess the necessary qualifications, tools, personnel, etc., to satisfy the Mandatory Requirements at the time of proposal submittal to qualify for consideration. Proposals not meeting the mandatory requirements and qualifications will not be evaluated. **Bidders must demonstrate the Qualifications, Experience and Project Management Competencies that relate to the work they are placing a bid for. Failure to meet any of the Qualifications, Experience and Project Management Competencies may result in the Bidder’s Response being disqualified.**

1. Section 1 – Qualifications and Staffing: the required qualifications expected of the Bidder;
2. Section 2 – Project Management and Timeline;

**Performance Requirements:** Bidder must respond to each requirement as noted in the instructions below.

1. Review all requirements, priorities and provided definitions:
  - *Mandatory Pass/Fail (M)*: Minimum requirement; Bidder that does not meet this requirement will not be considered any further.
  - *Mandatory Scored (MS)*: Critical requirement; evaluators will score based on the degree to which Bidder's response meets the requirement.
  - *Desirable Scored (DS)*: Desirable requirement; evaluators will score based on the degree to which Bidder's response meets the requirement.
2. Using the ***Bidder Meets Requirement*** column, Bidder must select either a "Yes" or "No" to indicate the Bidder's ability to meet the requirement. **Any entry that is not either a "Yes" or "No", may be deemed non-responsive and will not be considered any further.**
3. Bidder must respond in the ***Written Response*** column for every requirement that indicates a "Written Response Required". **Written responses may only reference material present elsewhere as requested. If a written response is required, and provided, such written response shall be considered complete and stand on its own merits or may be deemed non-responsive.**



**PERFORMANCE REQUIREMENTS AND FACTORS**

REQ ID	Category	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
<b>SECTION 1 – QUALIFICATIONS AND STAFF</b>						
1.1	General	The lead project manager should have master's degree or higher level of education, with experience developing and executing branding and marketing campaigns for government programs.  Note: If work experience is being substituted for the required level of education, the lead project manager should have 10 years' experience in the field of branding and marketing, with experience developing and executing branding and marketing campaigns for government programs.	20	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the attached CV(s) contain this required information.
1.2	General	Bidder has successfully implemented at least one (1) project of similar size and scale as the proposed solution for a public sector client within the last five (5) years.	40	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the attached CV(s) contain this required information.
1.3	General	Bidder has experience developing and executing branding and marketing campaigns with both youth and adult populations.	40	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the attached CV(s) contain this required information.
1.4	General	Describe the proposed team structure and the internal controls to be used during the course of the project, including any subcontractors.	20	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the attached CV(s) contain this required information.
1.5	General	Provide the name and job description for all staff involved in the project proposal, including information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information.  Identify which staff member will be the lead contact on the project.	40	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the attached CV(s) contain this required information.



**PERFORMANCE REQUIREMENTS AND FACTORS**

REQ ID	Category	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
<b>SECTION 2 – PROJECT MANAGEMENT AND TIMELINE</b>						
2.1	Project Plan / Timeline	Include a proposed work plan and timeline that outlines the steps taken to meet the requirements detailed in sections 1.6 and 1.7 of this RFP. Include a plan for the first year with the additional research, development, and youth compensation funds at \$390,000 and an ongoing sustainment plan for the following years at \$59,000.	80	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.
2.2	Project Plan / Timeline	Include how the following youth populations will be recruited for participation: <ol style="list-style-type: none"> <li>1. Black, Indigenous, &amp; People of Color (BIPOC)</li> <li>2. Disabled</li> <li>3. Formerly Incarcerated (Interacted With Justice System)</li> <li>4. Foster Care</li> <li>5. Houseless and Unsheltered (Transient)</li> <li>6. Immigrant</li> <li>7. English Language Learner (ELL)</li> <li>8. Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, Intersex, Asexual, and Two-spirit (LGBTQIA2S+)</li> <li>9. Low-Income</li> <li>10. Military</li> <li>11. Neurodivergent</li> <li>12. Refugees and Asylees</li> <li>13. Rural</li> <li>14. Urban And Rural Indigenous Communities</li> <li>15. Federally Recognized Tribes</li> <li>16. Teenage Parents</li> </ol>	80	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.
2.3	Project Plan	Bidder is able to demonstrate knowledge and experience using an antiracist, trauma-informed, and youth-centered lens (see definitions in Section 1.5).	80	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.



**PERFORMANCE REQUIREMENTS AND FACTORS**

REQ ID	Category	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
2.4	ADA Compliance	Compliance with ADA criteria, including visual impairment and deaf/hard of hearing.	40	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.
2.5	Language Access	Ensure that all materials are translated meaningfully and in a culturally adaptable manner in the following 17 languages: <ol style="list-style-type: none"> <li>1. Spanish</li> <li>2. Russian</li> <li>3. Vietnamese</li> <li>4. Ukrainian</li> <li>5. Korean</li> <li>6. Somali</li> <li>7. Arabic</li> <li>8. Tagalog</li> <li>9. Punjabi</li> <li>10. Cambodian</li> <li>11. Amharic</li> <li>12. Japanese</li> <li>13. Marshallese</li> <li>14. Samoan</li> <li>15. Chinese (Cantonese)</li> <li>16. Chinese (Mandarin)</li> <li>17. Dari</li> </ol>	80	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.
2.6	Data Privacy	Ensure that any identifying participant data is protected and data provided by youth is not used to discriminate or report immigration/asylee status. Ensure that any identifying data is not sold to a third party.	40	MS		Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.

Return this exhibit to Procurement Coordinator at:  
[Contracts@atg.wa.gov](mailto:Contracts@atg.wa.gov)





# EXHIBIT E

Attorney General's Office

**Megan Clark, RFP Coordinator**

7141 Cleanwater Drive SW, Olympia, WA 98501

10/09/2023

Dear Procurement Team,

The Vida Agency (TVA) is pleased to submit a response to Office of the Attorney General (AGO) for the HearMeWA Program Branding, Marketing, and Website Creation RFP (#23-01). TVA is a certified, small business and woman- and minority-owned (DBE and WMBE) full-service agency known for multilingual marketing campaigns and messaging, and award-winning community engagement and research. We are experienced in and uniquely qualified to provide AGO services for this project.

Our team has deep expertise in youth development, design, media, outreach, and diversity and inclusion, and many already have hands-on experience with this initiative. In 2022, TVA partnered with AGO to conduct research and engage young people to help develop the key features and vision for a youth tipline in Washington. Additionally, we partner with multicultural community-based organizations and professionals like Andromeda Interpreting Services and Creative Justice to ensure a statewide reach and strategies and messaging that are antiracist, youth-centered, and trauma-informed.

After an AGO and TVA team kick-off meeting, we will utilize a human-centric discovery process to inform all creative and strategy decisions. The strategy, to be approved by AGO, will identify the look, feel, and sound of the campaign as well as distribution methods tailored to reach the intended audiences. We utilize a variety of tactics to ensure that the outlets, content, and other materials used speak directly to priority populations. Building on recent collaboration with AGO, we will work with youth and youth-based organizations to gather feedback and create materials and content that are co-created by youth.

Included with this submission are the following materials:

- Attachment D – Diverse Business Plan – Subcontractors
- Attachment E – Bidder's Certification
- Attachment F – Bidder's Profile
- Attachment G – Performance Requirements
- Attachment G – Performance Requirements Section 1: Qualifications and Staffing
- Attachment G – Performance Requirements Section 2: Project Management and Timeline
- Attachment H – Cost Proposal
- Attachment I – Contract Issues

We have reviewed the supplied sample contract and are willing to enter into an agreement should we be selected. Thank you for taking the time to review our submission. Please reach out to Kelsey McGee if you have any questions or communication about this proposal. She can be reached via email at [kelsey@thevidaagency.com](mailto:kelsey@thevidaagency.com) or via phone at (206) 274-9318.



Amalia Martino

Founder & President

Federal Tax ID: 82-1956081 | UBI: 604-137-957 | DUNS: 017733555



110 3rd Ave N, Ste. 101, Edmonds WA, 98020

**ATTACHMENT D  
DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS**

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**1. Bidder’s Anticipated Diverse Business Participation (Goals)**

List Bidder’s anticipated small/diverse business category participation goals for subcontractor participation, if Bidder is awarded a Contract. If Bidder intends to use a subcontractor that is not a small/diverse business, please include this information as well. Bidders may list any goal amount. These goals are aspirational goals for Bidder’s use of small/diverse business subcontractors, if awarded a Contract pursuant to this Competitive Solicitation.

<b>Small/Diverse Business category</b>	<b>Anticipated Percent of Contract Amount (Goals)</b>
Minority-Owned Business	<b>100%</b>
Woman-Owned Business	<b>10%</b>
Veteran-Owned Business	<b>0%</b>
Washington Small Business	<b>100%</b>
Non certified Businesses	<b>12%</b>

**2. Bidder’s Diverse Business Subcontracting list**

Provide the firm information of the relevant small/diverse business subcontractors that Bidder anticipates utilizing, if awarded a Contract pursuant to this Competitive Solicitation. If Bidder intends to use a subcontractor that is not a small/diverse business, please include their information as well. Please identify the names of the firms as they are listed in Washington’s Electronic Business Solution (WEBS) and provide the firm’s applicable certification numbers (for Minority, Woman, and Veteran-Owned firms).

<b>State certification category</b>	<b>List of Firms</b>
Minority-Owned Businesses	Utopia Media
Woman-Owned Businesses	Andromeda (certification pending)
Veteran-Owned Businesses	-
Washington Small Businesses	-
Non certified Businesses	Creative Justice

**3. Describe Bidder’s Plan to Meet or Exceed Bidder’s Voluntary Diverse Business Inclusion Plan – Subcontractor’s Goals, Including Outreach.**

Response:  
 TVA itself is a woman & minority owned firm, as well as a registered small business. Our subconsultant and partner roster is made up of primarily WMBE firms. For this project, our subconsultants are 100% WMBE. We build our rosters per project based on capacity/availability, specialization, and experience.

When contracting, we share the general approach with our subcontractors and propose a division



of labor, product ownership, and budgets. We agree on the scope of work at the beginning of work and ensure paperwork is in place and expectations are clear. Strategy is strongest when many voices are included at the beginning of the process. Once work orders/scopes of work are solidified, everyone has a seat at the table to provide input on strategy. Regular check-ins, continuous improvement, and strategy status/deliverables meetings follow.

**4. Identify Bidder’s Primary Contact for Bidder’s *Diverse Business Inclusion Plan – Subcontractor’s Goals.***

Response:  
TVA Contact: Tara James | Director of Operations & Strategy  
[tara@thevidaagency.com](mailto:tara@thevidaagency.com) | (206) 850-5704

Bidder commits to a make a genuine effort to achieve the proposed subcontract goals with small/diverse business subcontractors as stated above. Bidder will develop a comprehensive outreach strategy that will engage small/diverse businesses registered with the State of Washington in WEBS.

  
\_\_\_\_\_  
**Bidder’s Authorized Representative**

10/09/2023  
\_\_\_\_\_  
**Dated Signed**



**ATTACHMENT E – BIDDER CERTIFICATION**

Competitive Solicitation:	No. #23-01		
Bidder:	Blueshoes Media LLC DBA: The Vida Agency Type/print full legal name of Bidder		
Bidder's Address:	10016 Edmonds Way, Suite C-186, Edmonds, WA 98020 Type/print Bidder's Address		
Bidder Organization Type: Check appropriate box	Corporation:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Limited Liability Company (LLC):	<input checked="" type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Partnership:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Sole Proprietorship:	<input checked="" type="checkbox"/>	
	* Note: A sole proprietorship is an unincorporated business owned and run by an individual with no distinction between the business and the owner. It is not a legal entity. It simply refers to a person who owns the business and is personally responsible for its debts and who pays personal income taxes on profits earned from the business. If you are a bidder who operates a business on your own, you automatically are a sole proprietor unless you have adopted a business structure (e.g., corporation, LLC, partnership).		
State of Formation for Corp./LLC/Partnership:	Washington Type/print the state where the corporation, LLC, or partnership is formed – e.g., 'Washington' if domestic and the name of the state if 'Foreign' (i.e., not Washington)		
Doing Business Under Another Name: Check appropriate box	<p>State whether Bidder has been doing business under another name during the past five years:</p> <p><input checked="" type="checkbox"/> Bidder has NOT done business under another name      <input type="checkbox"/> Bidder HAS done business under another name</p> <p>If Bidder HAS done business under another name, provide the name(s) and addresses:</p> <p>Name: _____</p> <p>Address: _____</p>		

Bidder, through the duly authorized undersigned, makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief, that the following are true, complete, correct, and made in good faith:

- Understanding.** Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions in the Competitive Solicitation (including all exhibits) and the terms and conditions of the Contract and any amendments or clarifications to the Competitive Solicitation, and agrees to abide by the same.



2. **Accuracy.** Bidder certifies that Bidder has carefully prepared and reviewed its bid and fully supports the accuracy of the same. Bidder further understands and acknowledges that the AGO shall not be responsible for any errors or omission on the part of Bidder in preparing its bid. Bidder certifies that the facts declared here are true and accurate. Bidder further understands and acknowledges that the continuing compliance with these statements and all requirements of the Competitive Solicitation are conditions precedent to the award or continuation of the resulting Contract.
3. **No Collusion or Anti-Competitive Practices.** Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Competitive Solicitation. Bidder certifies that Bidder's bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other Bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder certifies that Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other Bidder or competitor before award of a Contract, unless otherwise required by law. Bidder certifies that Bidder has made no attempt and shall not make any attempt to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a bid.
4. **Firm Offer.** Bidder certifies that its bid, attached hereto, is a firm offer which cannot be withdrawn for a period of ninety (90) days from and after the bid due date specified in the Competitive Solicitation. The AGO may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder's bid shall remain valid for such period or until the protest and any related court action is resolved, whichever is later.
5. **Conflict of Interest.** Bidder certifies that, in preparing this bid, Bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this Competitive Solicitation, 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 bid.
6. **No Reimbursement.** Bidder certifies that Bidder understands that the State of Washington will not reimburse Bidder for any costs incurred in the preparation of this bid. All bids become the property of the State of Washington, and Bidder claims no proprietary right to the ideas, writings, items, or samples unless so stated in the bid.
7. **Performance.** Bidder certifies that Bidder understands that its submittal of a bid and execution of this Bidder's Certification certifies Bidder's willingness to comply with the Contract, if awarded such. By submitting this bid, Bidder hereby offers to furnish the goods and/or services solicited pursuant to this Competitive Solicitation in compliance with all terms, conditions, and performance requirements contained in this Competitive Solicitation and the resulting Contract or, if applicable, as detailed on a Contract Issues List, if permitted, in this Competitive Solicitation.
8. **Insurance.** Bidder certifies as follows (*must check one*):

**BIDDER HAS REQUIRED INSURANCE.** Bidder has attached a current, valid Certificate of



Insurance for each and all of the required insurance coverages as specified in the Contract (note: Bidder must attach the Insurance Certificate).

OR

*BIDDER WILL OBTAIN REQUIRED INSURANCE.* Bidder does not have a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in Attachment B but, if designated as the Apparent Successful Bidder, Bidder will provide such a Certificate of Insurance, without exception of any kind, to the AGO within twenty-four (24) hours of such designation or notification by the AGO or be deemed a nonresponsive bid.

OR

*BIDDER DOES NOT HAVE REQUIRED INSURANCE.* As detailed on the attached explanation (Bidder to provide), Bidder does not have a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract and, if designated as the Apparent Successful Bidder would not be able to provide such a Certificate of Insurance to the AGO within twenty-four (24) hours of such designation.

9. **Debarment.** Bidder certifies as follows (*must check one*):

*NO DEBARMENT.* Bidder and/or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity.

OR

*DEBARRED.* As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity.

10. **Criminal Offense.** Bidder certifies as follows (*must check one*):

*NO CRIMINAL OFFENSE.* Bidder and its officers, directors, and managers have not, within the three (3) year period preceding the date of this Competitive Solicitation, been convicted or had a civil judgment rendered against Bidder or such officers, directors, and managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that Bidder and its officers, directors, and managers are not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.

OR

*CRIMINAL OFFENSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder or its officers, directors, or managers have been convicted or had a civil judgment rendered against Bidder or such officers, directors, or managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of



embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

11. **Wage Theft Prevention.** Bidder certifies as follows (*must check one*):

**NO WAGE VIOLATIONS.** Bidder has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil 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 49.46](#), [RCW 9.48](#), or [RCW 49.52](#) within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

OR

**VIOLATIONS OF WAGE LAWS.** Bidder 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](#), a provision of [RCW 49.46](#), [RCW 49.48](#), or [RCW 49.52](#) within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

12. **Civil Rights.** Bidder certifies as follows (*must check one*):

**COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS.** Bidder complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

OR

**NON-COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS.** Bidder does not comply with all applicable requirements regarding civil rights.

13. **Workers' Rights ([EXECUTIVE ORDER 18-03](#)).** Bidder certifies as follows (*must check one*):

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

OR

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

14. **Termination for Default or Cause.** Bidder certifies as follows (*must check one*):

**NO TERMINATION FOR DEFAULT OR CAUSE.** Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

OR



*TERMINATION FOR DEFAULT OR CAUSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

15. **Taxes.** Bidder certifies as follows (*must check one*):

*TAXES PAID.* Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.

OR

*DELINQUENT TAXES.* As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due to the State of Washington and/or has not timely filed all required returns and reports as applicable.

16. **Financially Solvent.** Bidder certifies as follows (*must check one*):

*FINANCIALLY SOLVENT.* Bidder is financially stable and solvent, has adequate cash reserves to meet all financial obligations, has not commenced bankruptcy proceedings voluntarily or otherwise, and is not subject to any judgments, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Competitive Solicitation.

OR

*NOT FINANCIALLY SOLVENT.* As detailed on the attached explanation (Bidder to provide), Bidder is not financially stable and solvent – i.e., Bidder does not have adequate cash reserves to meet all financial obligations, has commenced bankruptcy proceedings voluntarily or otherwise, or is subject to a judgment, lien, or encumbrance that affects title to the Goods or Services that are the subject of this Competitive Solicitation.

17. **Lawful Registration.** Bidder, if conducting business other than as a sole proprietorship, certifies as follows (*must check one*):

*CURRENT LAWFUL REGISTRATION.* Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely filed all required annual reports.

OR

*DELINQUENT REGISTRATION.* As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing in the State of Washington and/or the jurisdiction where Bidder is organized.

**NOTE:** This certification applies only to Bidders that are organized as separate legal entities (e.g., a corporation, partnership, limited liability company). If Bidder is a sole proprietor, this certification should not be answered.

18. **Registration with the Washington Secretary of State.** Bidder is conducting business other than as a sole proprietorship, certifies as follows (*must check one*):

*BIDDER IS REGISTERED WITH WASHINGTON SECRETARY OF STATE.* Bidder is registered with the Washington Secretary of State, is in good standing, and has the following Unified Business Identifier (UBI) number: 604-137-957.

OR





*BIDDER WILL REGISTER WITH WASHINGTON SECRETARY OF STATE.* Bidder is not registered with the Washington Secretary of State but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington Secretary of State and obtain a UBI number within twenty-four (24) hours of such designation or notification by the AGO or be deemed a nonresponsive bid.

OR

*BIDDER IS NOT REGISTERED WITH WASHINGTON SECRETARY OF STATE.* Bidder is not registered with the Washington Secretary of State and Bidder declines to register with the Washington Secretary of State. *Note:* the AGO requires all awarded Bidders (including Washington firms and out of state firms) to be registered with the Washington Secretary of State. Bidders who are not registered will not be awarded a Contract.

**NOTE:** This certification applies only to Bidders that are organized as separate legal entities (e.g., a corporation, partnership, limited liability company). If Bidder is a sole proprietor, this certification should not be answered.

19. **Registration with Washington State Department of Revenue.** Bidder certifies as follows (*must check one*):

*BIDDER IS REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington, and has the following Unified Business Identifier (UBI) number: 604-137-957.

OR

*BIDDER WILL REGISTER WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington State Department of Revenue and obtain a business license within twenty-four (24) hours of such designation or notification by the AGO or be deemed a nonresponsive bid.

OR

*BIDDER IS NOT REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue and Bidder declines to register with the Washington State Department of Revenue. *Note:* the AGO requires all awarded bidders (including Washington firms and out of state firms) to be registered with the Washington State Department of Revenue. Bidders who are not registered will not be awarded a Contract.

20. **Subcontractors.** Bidder certifies as follows (*must check one*):

*NO SUBCONTRACTORS.* If awarded a Contract, Bidder will not utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation.

OR

*SUBCONTRACTORS.* As detailed on the attached explanation (Bidder Profile), if awarded a Contract, Bidder will utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation. In such event, Bidder certifies that, as to the AGO, Bidder shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. *Note:* Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number (TIN) for each subcontractor. *Note:* Do not provide any SSN.



21. **Washington Small Business.** Bidder certifies as follows (*must check one*):

*WASHINGTON SMALL BUSINESS.* Bidder is a Washington Small Business as defined in RCW 39.26.010. To qualify as a Washington Small Business, Bidder must meet three (3) requirements:

- *Location.* Bidder's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel.
- *Size.* Bidder must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars (\$7,000,000) annually as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue over the previous three consecutive years.
- *WEBS Certification.* Bidder must have certified its Washington Small Business status in Washington's Electronic Business Solution ([WEBS](#)).

OR

*NOT WASHINGTON SMALL BUSINESS.* Bidder is not a Washington Small Business as defined in RCW 39.26.010.

22. **Certified Veteran-Owned Business.** Bidder certifies as follows (*must check one*):

*CERTIFIED VETERAN-OWNED BUSINESS.* Bidder is a Certified Veteran-Owned Business under RCW 43.60A.190. To qualify as a Certified Veteran-Owned Business, Bidder must meet four (4) requirements:

- *51% Ownership.* Bidder must be at least fifty-one percent (51%) owned and controlled by:
  - (a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007;
  - (b) A person who is in receipt of disability compensation or pension from the department of veterans affairs; or
  - (c) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.
- *Washington Incorporation/Location.* Bidder must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.
- *WEBS Certification.* Bidder must have certified its Veteran-Owned business status in Washington's Electronic Business Solution



[\(WEBS\)](#).

- *WDVA Certification.* Bidder must have provided certification documentation to the Washington Department of Veterans' Affairs (WDVA) and be certified by WDVA and listed as such on WDVA's website ([WDVA – Veteran-Owned Businesses](#)).

OR

*NOT A CERTIFIED VETERAN-OWNED BUSINESS.* Bidder is not a Certified Veteran-Owned Business under RCW 43.60A.190.

23. **Washington State Enterprise Leadership Competencies.** Bidder certifies as follows (*must check one*):

*UNDERSTANDS & WILL FOLLOW WASHINGTON STATE ENTERPRISE LEADERSHIP COMPETENCIES.* Bidder has reviewed, understands, and if awarded a Contract, will follow the [Washington State Enterprise Leadership Competencies](#) in performing such Contract and, if utilizing subcontractors, will ensure that such subcontractors also follow the [Washington State Enterprise Leadership Competencies](#) in performing such Contract.

OR

*DOES NOT FOLLOW WASHINGTON STATE ENTERPRISE LEADERSHIP COMPETENCIES.* Bidder does not follow the [Washington State Enterprise Leadership Competencies](#).

24. **Software, Equipment, Personnel & Supplies.** Bidder certifies as follows (must check one):

*HAS SOFTWARE, EQUIPMENT, PERSONNEL, & SUPPLIES.* Bidder currently possess all necessary software, equipment, qualified personnel, and supplies to provide the services as defined in the solicitation.

OR

*WILL OBTAIN SOFTWARE, EQUIPMENT, PERSONNEL, & SUPPLIES.* Bidder does not currently possess all necessary software, equipment, qualified personnel, and supplies to provide the services as defined in the solicitation, but, if designated as the Apparent Successful Bidder, Bidder will provide evidence satisfactory to the AGO that it has obtained and possess all necessary software, equipment, qualified personnel, and supplies to provide the services as defined in the solicitation, without exception of any kind, to the AGO within twenty-four (24) hours of such designation or notification by the AGO or be deemed a nonresponsive bid.

OR

*DOES NOT HAVE SOFTWARE, EQUIPMENT, PERSONNEL, & SUPPLIES.* Bidder currently does not possess all necessary software, equipment, qualified personnel, and supplies to provide the services as defined in the solicitation.

25. **COVID-19 – Contractor Vaccination Verification Plan.** Bidder certifies as follows (*must check one*):

*BIDDER HAS A COVID-19 CONTRACTOR VACCINATION VERIFICATION PLAN THAT COMPLIES WITH THE VACCINATION PROCLAMATION.* Bidder:

- Has reviewed and understands Contractor's obligations as set forth in [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021), as *amended*;
- Has developed a COVID-19 Vaccination Verification Plan for Contractor's personnel (including subcontractors) that complies with



the above-referenced Proclamation;

- Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- Complies with the requirements for granting disability and religious accommodations for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- Has operational procedures in place to ensure that any contract activities that occur in person and on-site at the AGO premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly exempted as required by the above-referenced Proclamation;
- Has operational procedures in place to enable Contractor personnel (including subcontractors) who perform contract activities on-site and at the AGO premises to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation; and
- Will provide to the AGO upon request, Contractor’s COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

OR

- BIDDER DOES NOT HAVE A COVID-19 CONTRACTOR VACCINATION VERIFICATION PLAN.* Bidder does not have a current COVID-19 Contractor Vaccination Verification Plan and, if designated as the Apparent Successful Bidder, Bidder would not be able to develop and provide a COVID-19 Contractor Vaccination Verification Plan to ensure that Bidder’s personnel (including subcontractors) meet the COVID-19 vaccination requirements as set forth in the above-referenced Proclamation and provide the same to the AGO within twenty-four (24) hours of such designation. [Note: Compliance with the Proclamation is mandatory for on-site contract activities performed by Bidder/Contractor personnel as prescribed by the Proclamation. Bidders/Contractors who are not able to perform in compliance with the Vaccination Proclamation will not be evaluated.]

26. **References.** Bidder certifies that the references provided to the AGO have worked with Bidder and that such individuals and firms have full permission, without any additional requirement or release, to provide such references and information to the AGO. Bidder hereby authorizes the AGO (or its agent) to contact Bidder’s references and others who may have pertinent information regarding Bidder’s prior experience and ability to perform the Contract, if awarded. Bidder hereby authorizes such individuals and firms to provide such references and release to the AGO information pertaining to the same.



Bidder further certifies that it shall provide immediate written notice to the AGO if, at any time prior to a contract award, Bidder learns that any of its certifications set forth herein were erroneous when submitted or has become erroneous by reason of changed circumstances.

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 duly authorized to make these certifications on behalf of the Bidder listed herein.

BIDDER NAME: Blueshoes Media LLC DBA The Vida Agency

Print Name of Bidder – Print full legal entity name of the firm submitting the Bid

If Bidder is a sole proprietor, print the full legal name of the individual who is the Bidder submitting the Bid

By:



Signature of Bidder's authorized person

Amalia Martino

Print Name of person making certifications for Bidder

Title:

President & Founder

Title of person signing certificate

Place: Edmonds, WA

Print city and state where signed

Date:

10/8/2023

Return this Bidder's Certification to Procurement Coordinator at:

[Contracts@atg.wa.gov](mailto:Contracts@atg.wa.gov)



**ATTACHMENT F - BIDDER PROFILE**

Competitive Solicitation:	No. <u>#23-01</u>
Bidder:	<u>The Vida Agency</u> Type/print full legal name of Bidder

<b>BIDDER INFORMATION</b>	
<p>Legal name of Bidder:</p> <p>Address of Bidder:</p> <p><i>Note:</i> This must match information from Bidder's Washington Business License.</p>	<p><u>Blueshoes Media LLC DBA The Vida Agency</u> Business Name</p> <p><u>10016 Edmonds Way, Suite C-186</u> Address</p> <p><u>Edmonds, WA 98020</u> City, State, Zip Code</p>
<p>Bidder's Statewide Vendor Number</p> <p><i>Note:</i> Statewide Vendor/Payee Numbers are assigned by the Office of Financial Management. This allows vendors to receive payments from all participating state agencies by direct deposit, the State's preferred method of payment.</p>	<p><u>SWV0239152</u></p>
<p>Bidder's Washington State Department of Revenue Registration Number/Unified Business Identifier (UBI) Number:</p> <p><i>Note:</i> A nine digit UBI number is assigned to each registered businesses in Washington.</p>	<p><u>604-137-957</u></p>
<p>Taxpayer Identification No. (TIN):</p> <p><i>Note:</i> Your TIN will be either a number issued by the IRS (e.g., Employer Identification Number, Federal Tax Identification Number) or a number issued by the Social Security Administration (i.e., your Social Security Number). If your TIN is a SSN, state that fact, but do NOT provide the SSN.</p>	<p><u>82-1956081</u></p>
<p>Is your firm certified as a minority or woman owned business with the Washington State Office of Minority &amp; Women's Business Enterprises (OMWBE)?</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide Bidder's MWBE certification no.:</p> <p><u>M5F0025227</u></p>



<b>BIDDER INFORMATION</b>	
<p>Is your firm a self-certified Washington Small Business?</p> <p><i>Note: See <b>Attachment D – Bidder’s Certification</b> for criteria to qualify as a Washington Small Business</i></p> <p><i>Note: Regardless of size, a qualifying business must be owned and operated independently from all other businesses. In regard to size, the gross revenue thresholds, as reported on Bidder’s tax returns, are as follows:</i></p> <ul style="list-style-type: none"> <li>▪ Microbusiness: Annual gross revenue of less than one million dollars.</li> <li>▪ Minibusiness: Annual gross revenue of more than one million dollars, but less than three million dollars.</li> <li>▪ Small Business: Annual gross revenue of less than seven million dollars over each of the three prior consecutive years.</li> </ul>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide the location for Bidder’s principal place of business: <u>Edmonds, WA</u></p> <p>If yes, what is your business size (based on annual gross revenue)?</p> <p>Microbusiness <input type="checkbox"/></p> <p>Minibusiness <input type="checkbox"/></p> <p>Small Business <input checked="" type="checkbox"/></p>
<p>Is your firm certified as a Veteran-Owned Business with the Washington State Department of Veteran Affairs?</p> <p><i>Note: See <b>Attachment D – Bidder’s Certification</b> for criteria to qualify as a Certified Veteran-Owned Business.</i></p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, provide Bidder’s WDVA certification no. .</p>
<p>Has your firm or have subcontractors of your firm been engaged in a contract with the State of Washington within the past 24 months?</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, please include the contract number and/or any other information you are able to provide regarding the engagement.</p> <p>WSDOT: Agreement #Y-12525</p> <p>WA Housing Finance Commission: American Rescue Plan Act Homeowner Assistance Fund Subgrant Agreement</p> <p>WA Office of Attorney General: K12945 K13022</p>



CONTRACT MANAGEMENT POINTS OF CONTACT	
Authorized Representative Name: Amalia Martino Email: amalia@thevidaagency.com Phone: 206 - 850- 5704	Contract Administrator Name: Mafe Cobaleda-Yglesias Email: mafe@thevidaagency.com Phone: 206 - 850- 5704

Complete if using sub-contractors as indicated in *Attachment D – Bidder’s Certification*.

SUB CONTACTOR			
Legal Name and TIN#	Address	Phone and E-mail	Services/Role
Andromeda Interpreting and Translation Services  TIN: 83-1955111	110 3rd Ave W Suite 101 Edmonds, WA 98201	Phone: 425-551-7658 Email: ischedule@andromedaent.com	Interpreting and Translation Services





**REFERENCES**

Provide a minimum of three (3) commercial or government references for which bidder has delivered goods and/or services similar in scope as described in the Competitive Solicitation within the last 5 years. By submitting a Proposal in response to this RFP, the Bidder grants permission to the AGO to contact these references and others, who from the AGO’s perspective, may have pertinent information. The AGO may or may not, at the AGO’s discretion, contact references. Do not include AGO staff as references. The AGO may evaluate references at its discretion, up and until contracts or SOWs are executed.

<b>REFERENCE 1</b>	
Company Name:	<u>City of Seattle, Human Services Department</u>
Contact:	<u>Amaury Ávalos</u>
Phone:	<u>(917) 992-9319</u>
Email:	<u>amaury.avalos@seattle.gov</u>
<b>REFERENCE 2</b>	
Company Name:	<u>Lydig Construction</u>
Contact:	<u>Andrew Johnson</u>
Phone:	<u>425.885.3314</u>
Email:	<u><a href="mailto:ajohnson@lydig.com">ajohnson@lydig.com</a></u>
<b>REFERENCE 3</b>	
Company Name:	<u>WA State Housing Finance Commission</u>
Contact:	<u>Kathleen Komin</u>
Phone:	<u>808.250.8252</u>
Email:	<u><a href="mailto:Kathleen.komin@wshfc.org">Kathleen.komin@wshfc.org</a></u>

Return this Bidder Profile to Procurement Coordinator at:  
[Contracts@atg.wa.gov](mailto:Contracts@atg.wa.gov)



ATTACHMENT G – PERFORMANCE REQUIREMENTS

Competitive Solicitation:	No. #23-01
Bidder:	<u>The Vida Agency</u> Type/print full legal name of Bidder company

**Instructions:**

Bidders must demonstrate through **Attachment G – Performance Requirements** that they possess the necessary qualifications, tools, personnel, etc., to satisfy the Mandatory Requirements at the time of proposal submittal to qualify for consideration. Proposals not meeting the mandatory requirements and qualifications will not be evaluated. **Bidders must demonstrate the Qualifications, Experience and Project Management Competencies that relate to the work they are placing a bid for. Failure to meet any of the Qualifications, Experience and Project Management Competencies may result in the Bidder’s Response being disqualified.**

1. Section 1 – Qualifications and Staffing: the required qualifications expected of the Bidder;
2. Section 2 – Project Management and Timeline;

**Performance Requirements:** Bidder must respond to each requirement as noted in the instructions below.

1. Review all requirements, priorities and provided definitions:
  - Mandatory Pass/Fail (M): Minimum requirement; Bidder that does not meet this requirement will not be considered any further.
  - Mandatory Scored (MS): Critical requirement; evaluators will score based on the degree to which Bidder's response meets the requirement.
  - Desirable Scored (DS): Desirable requirement; evaluators will score based on the degree to which Bidder's response meets the requirement.
2. Using the ***Bidder Meets Requirement*** column, Bidder must select either a "Yes" or "No" to indicate the Bidder's ability to meet the requirement. **Any entry that is not either a "Yes" or "No", may be deemed non-responsive and will not be considered any further.**
3. Bidder must respond in the ***Written Response*** column for every requirement that indicates a "Written Response Required". **Written responses may only reference material present elsewhere as requested. If a written response is required, and provided, such written response shall be considered complete and stand on its own merits or may be deemed non-responsive.**



**PERFORMANCE REQUIREMENTS AND FACTORS**

REQ ID	Category	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
<b>SECTION 1 – QUALIFICATIONS AND STAFF</b>						
1.1	General	The lead project manager should have master's degree or higher level of education, with experience developing and executing branding and marketing campaigns for government programs.  Note: If work experience is being substituted for the required level of education, the lead project manager should have 10 years' experience in the field of branding and marketing, with experience developing and executing branding and marketing campaigns for government programs.	20	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the attached CV(s) contain this required information.
1.2	General	Bidder has successfully implemented at least one (1) project of similar size and scale as the proposed solution for a public sector client within the last five (5) years.	40	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the attached CV(s) contain this required information.
1.3	General	Bidder has experience developing and executing branding and marketing campaigns with both youth and adult populations.	40	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the attached CV(s) contain this required information.
1.4	General	Describe the proposed team structure and the internal controls to be used during the course of the project, including any subcontractors.	20	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the attached CV(s) contain this required information.
1.5	General	Provide the name and job description for all staff involved in the project proposal, including information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information.  Identify which staff member will be the lead contact on the project.	40	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the attached CV(s) contain this required information.



**PERFORMANCE REQUIREMENTS AND FACTORS**

REQ ID	Category	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
<b>SECTION 2 – PROJECT MANAGEMENT AND TIMELINE</b>						
2.1	Project Plan / Timeline	Include a proposed work plan and timeline that outlines the steps taken to meet the requirements detailed in sections 1.6 and 1.7 of this RFP. Include a plan for the first year with the additional research, development, and youth compensation funds at \$390,000 and an ongoing sustainment plan for the following years at \$59,000.	80	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.
2.2	Project Plan / Timeline	Include how the following youth populations will be recruited for participation: <ol style="list-style-type: none"> <li>1. Black, Indigenous, &amp; People of Color (BIPOC)</li> <li>2. Disabled</li> <li>3. Formerly Incarcerated (Interacted With Justice System)</li> <li>4. Foster Care</li> <li>5. Houseless and Unsheltered (Transient)</li> <li>6. Immigrant</li> <li>7. English Language Learner (ELL)</li> <li>8. Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, Intersex, Asexual, and Two-spirit (LGBTQIA2S+)</li> <li>9. Low-Income</li> <li>10. Military</li> <li>11. Neurodivergent</li> <li>12. Refugees and Asylees</li> <li>13. Rural</li> <li>14. Urban And Rural Indigenous Communities</li> <li>15. Federally Recognized Tribes</li> <li>16. Teenage Parents</li> </ol>	80	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.
2.3	Project Plan	Bidder is able to demonstrate knowledge and experience using an antiracist, trauma-informed, and youth-centered lens (see definitions in Section 1.5).	80	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.



**PERFORMANCE REQUIREMENTS AND FACTORS**

REQ ID	Category	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
2.4	ADA Compliance	Compliance with ADA criteria, including visual impairment and deaf/hard of hearing.	40	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.
2.5	Language Access	Ensure that all materials are translated meaningfully and in a culturally adaptable manner in the following 17 languages: <ol style="list-style-type: none"> <li>1. Spanish</li> <li>2. Russian</li> <li>3. Vietnamese</li> <li>4. Ukrainian</li> <li>5. Korean</li> <li>6. Somali</li> <li>7. Arabic</li> <li>8. Tagalog</li> <li>9. Punjabi</li> <li>10. Cambodian</li> <li>11. Amharic</li> <li>12. Japanese</li> <li>13. Marshallese</li> <li>14. Samoan</li> <li>15. Chinese (Cantonese)</li> <li>16. Chinese (Mandarin)</li> <li>17. Dari</li> </ol>	80	MS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.
2.6	Data Privacy	Ensure that any identifying participant data is protected and data provided by youth is not used to discriminate or report immigration/asylee status. Ensure that any identifying data is not sold to a third party.	40	MS		Do not provide a written response in this document. Please ensure the response to this question is adequately addressed within the required attachment 'Program Management Plan and Timeline' and the corresponding section within that plan references the REQ ID listed in the leftmost column for this specific required item.

Return this exhibit to Procurement Coordinator at:  
[Contracts@atg.wa.gov](mailto:Contracts@atg.wa.gov)



# Section 1

## Qualifications & Staffing

### TVA/Bidder Experience

The Vida Agency, established in 2017 is a woman and minority-owned, full-service multicultural communications company with a deep fluency in the nuances of cultural competence. We work with diverse communities on behalf of private enterprises and public agencies, specializing in the development and execution of award-winning brand campaigns and multicultural/multilingual audiences. From research, to engagement, digital, and creative campaigns, our work amplifies the voices of the underheard and underserved.

Our services include:

- › Advertising, marketing, creative services and/or communications
- › Copywriting and/or Editing
- › Graphic Design
- › Photo, Video, and/or Sound
- › Research
- › Media Buying
- › Community & Stakeholder Engagement
- › Strategic Communications
- › Equity and Social Justice Services

Over the last six years, we have established ourselves as the standard for effective and strategic communications winning numerous awards including a Northwest Regional Emmy and the President's Choice from Public Relations Society of America, Puget Sound Chapter and completing a variety of projects supporting communications, engagement, and outreach for several government and city organizations throughout the Puget Sound and Washington State. Clients include:

- › City of Seattle
- › Washington Housing Finance Commission
- › Washington Office of the Attorney General
- › Washington State Department of Transportation
- › Seattle City Light
- › Whatcom County
- › King County
- › Legal Voice
- › Seattle Office For Civil Rights

# Helplines work when youth are involved.

Tell us what you and your friends *really* need from a 24-hour safety and well-being helpline.



Take the survey

Earn a chance at a  
**\$15 gift card**  
names drawn weekly

## Previous AGO Experience

### WA Office of the Attorney General– Youth Tipline

The Washington Youth Safety and Well-being Tipline Advisory Committee was convened in 2021 with the goal to develop a safe and inclusive tipline that aligned with the needs and preferences of youth in Washington. Most tiplines are developed as a response to school shootings but they are growing in popularity and use. TVA joined the initiative to launch a research and outreach campaign aimed at collecting feedback from youth regarding a new Washington State Youth Tipline. The goal was to understand what the youth population would want out of a tipline so it was representative of their needs.

TVA developed a two-survey approach to effectively gather and utilize youth feedback, which allowed for shorter surveys to combat drop-off rates and enabled the incorporation of insights from the first survey into the second. Survey 1 provided foundational data; like what youth would use the tipline for, when they would feel comfortable using it. Survey 2 delved deeper into emerging themes and sought input on potential tipline names.

Our aim was to reach and collect feedback from diverse youth across Washington State, with a focus on traditionally underrepresented groups. Priority participants included:

- › Washington youth aged 25 or younger.
- › BIPOC youth.
- › Youth living in rural areas.
- › Youth living in urban areas.
- › Guardians of youth, who could respond on behalf of the youth.

Additional priority segments included youth with various lived experiences, such as public assistance programs, the criminal legal system, neurodiversity, disabilities, homelessness, LGBTQIA+ identification, and military affiliations.

To raise awareness about the survey, TVA ran a digital media campaign while partnering with a local youth influencer. To incentivize participation, respondents had the opportunity to enter a gift card drawing by providing their contact information. TVA awarded 100 randomly selected respondents per survey with a \$15 Visa gift card, which were distributed via mail.

The digital recruitment campaign generated impressive results, including **1,298,451 total impressions**, **3,213 clicks**, and a 0.25% click-through-rate (CTR). Between the two surveys we received over **1,200 responses**, 722 responding to the first and 480 to the second; surpassing our goal of 400 participants for each.

# Helplines work when youth are involved.

Be a part of shaping a new safety and well-being helpline you can trust.

Earn a chance at a  
**\$15 gift card**  
Names drawn weekly

Take the Survey



When you don't  
know who to  
turn to...

**HearMe**

We're here to listen



**1-888-XXX-XXXX**

Safe & Confidential Support

Or get support  
in our App



Falling on hard times does not have to mean losing your home.

Call our hotline

1-877-894-4663

Free | Safe | Confidential

Federal funding details at  
[WashingtonHAF.org](http://WashingtonHAF.org)



Washington HAF  
Homeowner Assistance Fund

¿Le preocupa perder su casa?  
Tenemos fondos y apoyo disponibles

Llame hoy a la línea directa  
1-877-894-4663

¡Le atendemos en más de 200 idiomas!

No hay requisito de ciudadanía

- ✓ No es un requisito ser ciudadano estadounidense para solicitar la ayuda.
- ✓ No rastreamos el estatus migratorio o de ciudadanía suyo, ni de ningún miembro de su hogar.
- ✓ Esta ayuda es gratuita.



¿Qué puede esperar?

Washington HAF le pone en contacto con un(a) asesor(a) de vivienda que brinda apoyo **gratuito y confidencial** para presentarle las opciones que existen para evitar un embargo. Llame hoy mismo a la línea directa 1-877-894-4663.

¡Cuidado con las estafas!

No le de dinero a nadie que le ofrezca ayuda a cambio de una tarifa. Washington HAF es el único programa autorizado para distribuir fondos de HAF en el estado de Washington.

Escanear para ver más

Más información en:  
[washingtonHAF.org/es](http://washingtonHAF.org/es)



Escanéame

Washington HAF  
Homeowner Assistance Fund

Este programa o proyecto fue apoyado, en su totalidad o en parte, por el estímulo federal número HAF0025 otorgado al Washington State Housing Finance Commission por el Departamento del Tesoro de los Estados Unidos.

## 1.2 Project Size Experience

### WA Housing Finance Commission – WA HAF Program

As part of the American Rescue Plan Act (ARPA), the federal government launched a program in 2022 called the Homeowner Assistance Fund (HAF), which provides relief funds and support to people at risk of losing their homes due to COVID-19. Here in Washington, HAF program oversight was given to the Washington State Housing Finance Commission (the Commission). The Commission reached out to The Vida Agency for our expertise in multicultural campaigns and equitable community outreach.

We began by conducting extensive market research to inform both their pilot and main HAF programs. Through our research, we identified the languages and geographic areas upon which the campaign should focus and then developed audience personas to guide and target the campaign. We also built a customer journey to provide clarity on the best timing and methods for contact as well as barriers to accessing the program and funds. From there, we crafted a comprehensive, multi-pronged strategy that included direct outreach, digital and multicultural media, and culturally sensitive key messaging to resonate with the priority audiences.

TVA designed and produced an array of promotional materials and assets, which we transcated into the priority languages of Spanish, simplified Chinese, Vietnamese, and Somali. These materials included a unique website landing page and contact form that emphasized connecting to a housing counselor; robust print and digital advertising; and outreach materials such as FAQs, flyers, and shareable social media graphics and sample messages. We also conducted direct outreach to community-based organizations across the state, leveraging the Commission's networks as well as TVAs deep relationships with the communities the Commission most hoped to reach. Media assets included print, audio (radio and streaming), and video ads. We also partnered with Commission spokespeople and housing counselors on multicultural and hyper-local media appearances and video production.

TVA's digitals ads saw 26M+ impressions resulting in **44K+ clicks** and an average CTR of 0.73%. All of these results were an increase upon previous month recordings. The campaign was launched with **20+ local & multicultural media outlets** and increased website awareness resulted in **over 393K website views** and **160K+** unique website visitors, both of which were also increased numbers over past reporting. We also directed engagement and outreach with **170+ community based organizations**.

All these efforts have seen over **750 homeowners** receive funds to help prevent foreclosure. Priority counties have seen large number of applications and hot line calls: King County has received **162 applications**; Pierce County **161**, and Snohomish has received **122**. These three counties have all allocated over **\$3 million** each in funds to homeowners.

¿El mejor regalo?  
Conserva tu casa.

Llame a nuestra  
línea de atención  
1-877-894-4663  
Gratis | Seguro | Confidencial

Washington HAF  
Homeowner Assistance Fund

Detalles de fondos federales  
en [WashingtonHAF.org](http://WashingtonHAF.org)





**BE READY.  
BE HYDRATED.**



### 1.3 Branding and Marketing Campaign Experience

#### City of Seattle – Be Ready. Be Hydrated

TVA was selected by the City of Seattle Health and Human Services to lead a bilingual public awareness and counter-marketing campaign to reach Black, Latinx, and low-income youth – the highest contributors to beverage tax dollars within the City.

According to a study conducted by the University of Connecticut Rudd Center for Food Policy and Obesity, spending for sugary-drink advertisements on Spanish-language television increased by 10% between 2013 and 2018, with preschool-aged youth seeing the most advertisements. The study also revealed that Black teens are served 2.3 times more ads for these dangerous drinks than their white peers. Our work aimed to:

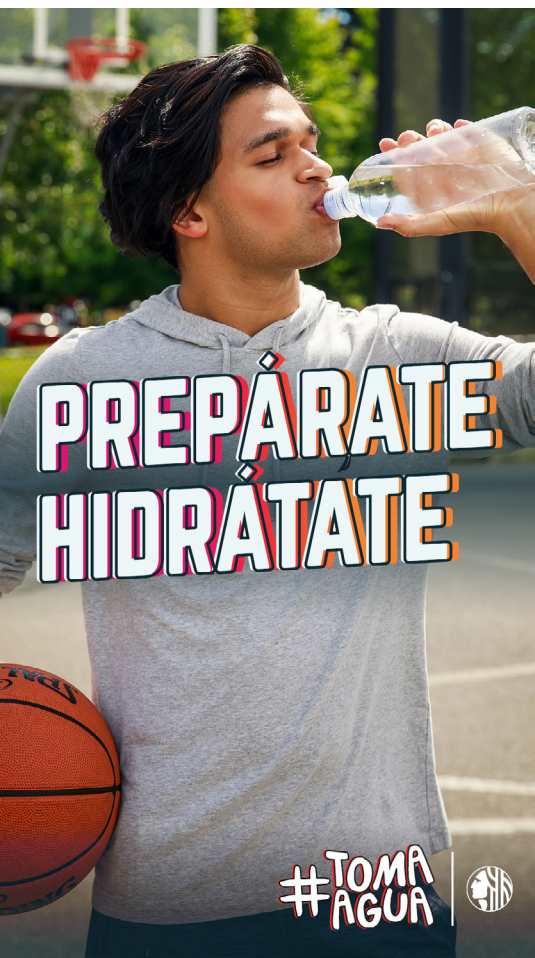
- › Lower the demand for sugar-sweetened beverages such as soda / pop, energy drinks, and fruity drinks.
- › Raise awareness in our communities about the deceptive marketing tactics beverage companies use to target Black and Brown youth.
- › Highlight the health consequences of drinking sugar-sweetened beverages – particularly Type 2 Diabetes.

In response, we created a Coalition made up of community organizations already serving youth to elicit feedback, gather data and the important stories behind the data. A human-centered research and mixed-methods approach was leveraged including a survey, focus group, and feedback sessions.

Youth preferred positive messaging, rather than shaming, and the most popular choice for alternative beverage consumption was water. The bilingual “Be Ready. Be Hydrated.” / Prepárate. Hidrátate. campaign was co-created with youth, community stakeholders and bilingual teams members. During the creative messaging process, many iterations were quickly disregarded because while they sounded great in English, they fell flat or just didn’t work in Spanish. The campaign encouraged water consumption as an urban lifestyle choice and various key messages were created beyond the headline, such as hashtags #drinkwater and #tomaagua, which showed up in real life in the form of stickers, health-related infographics, artwork and even an original song.

Campaign imagery focused on urban settings, included metal reusable water bottles, and #drinkwater #tomaagua stickers. Community and ethnic media outlets, as well as local influencers, amplified the campaign through trusted sources within Seattle’s Black and Brown communities. Broadcast television, commercial radio, and long-form segments and articles provided space to focus on the health risks related to consumption of sugary beverages.

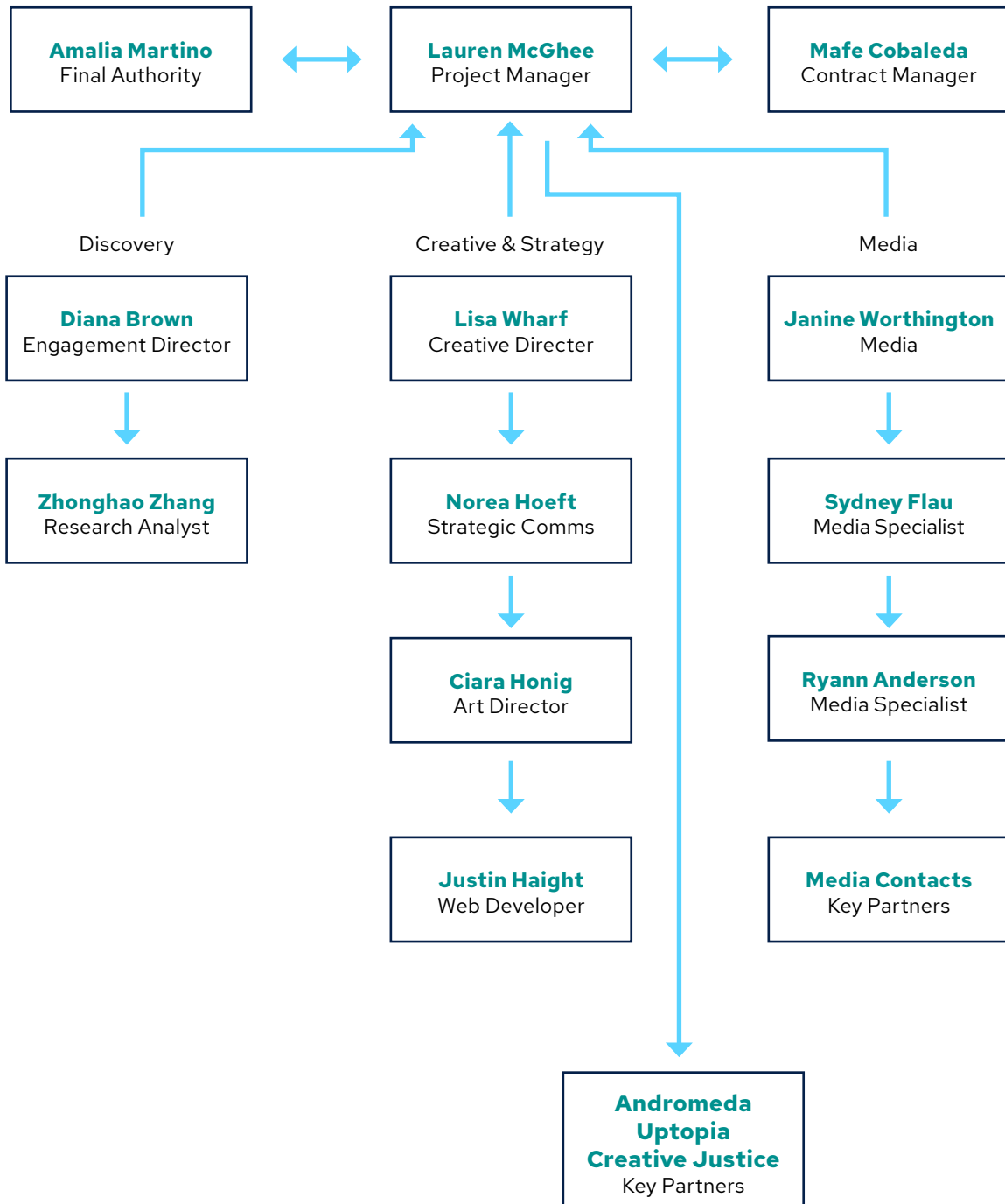
Despite the challenges of COVID-19, “Be Ready. Be Hydrated.” and received grassroots support from Black and Brown communities across the City of Seattle. Throughout a two-month period, we received more than **500 survey responses**, nearly **5.9 million impressions**, and **14,000 clicks**. 1,000+ water bottles and 8,000+ stickers were distributed and earned and paid media was achieved and managed across **15+ local outlets**. Most importantly, **more than 30% of the youth engaged** reported “thinking twice” about they drink for thirst.



## 1.4 Team Structure

With roots in the Northwest and a strong commitment to diversity, TVA has deep policy and cultural knowledge of Washington State and the Puget Sound Region. Each of our team members brings a unique lens and skillset to our work, drawing from personal, professional, and cultural connections important to the staff and residents of Washington.

Lauren McGhee, the project manager designated for this project, will collaborate with the TVA team so that every aspect of Branding, Marketing, and Website Creation for the HearMeWA Program draws upon their expertise..



## 1.5 Key Staff

**Lauren McGhee**

***Creative Project Manager***

Lauren is a dynamic project manager known for her strategic thinking and comprehensive approach. With over 10 years of experience, she brings a thoughtful and analytical mindset to every project she undertakes. Her passion for communication shines through in her ability to adapt to different audiences and effectively convey ideas.

As a strategic thinker, Lauren has a knack for taking bigger picture concepts and transforming them into actionable plans. She excels at bridging the gap between abstract ideas and practical implementation, making even the most complex projects more realistic and achievable. With a deep appreciation for art and creativity, Lauren infuses her work with a touch of innovation and imagination. Lauren's skill set extends beyond project management. She possesses technical expertise in various tools and platforms, including Google Workspace (formerly GSuite), Microsoft Suite, Zoom, Adobe Suite, Canva, Hubspot, SmartSimple, Slack, Asana, ClickUp, Twitter, Instagram, and Facebook and holds a Bachelor of Arts in Integrated Social Sciences from the University of Washington. For this project, Lauren will be the main point of contact and project manager.

**Lisa Wharf**

***Creative Director***

Lisa believes that creativity is not magic, but a process best executed one on one with clients. With over 20 years of experience leading creative strategies and campaigns, Lisa helps our partners successfully engage their audiences by creating content that is relevant and easy to consume. Leading our creative process, Lisa works hand in hand with clients to understand their desired goals and to develop strategies to reach them. She ensures that all design work, whether a video or social media image, aligns with desired outcomes. Throughout her career, Lisa has worked across a range of industries, from small businesses looking to update their brand to large public agencies working on environmental cleanup and mega transportation projects.

For the grand opening of the SR 99 tunnel and SR 520 Bridge, Lisa led the award winning branding and campaign efforts, which helped to draw over 60,000 attendees to each event. Past experiential design projects have included creating large form wayfinding along Seattle's waterfront and Milepost 31, a museum style exhibit in Pioneer Square. The multi-award-winning exhibit was visited by 800,00 individuals from more than 80 countries. For this project she will provide strategic and creative oversight to all materials.

**Ciara Honig**

***Art Director***

Ciara transforms every idea into a powerful visual experience. She has a superb, innate ability to create eye-catching visual assets that surpass our client's expectations and resonates with our priority audience. In a constantly evolving industry where the ground beneath us is always shifting, Ciara has not only kept pace but has been at the forefront of change. Her journey began as a our creative intern, quickly-turned graphic designer, where she honed her craft and established herself as a creative force. Through her dedication, talent, and unwavering commitment to thoughtful design, she proved her ability to take on the role of Art Director.

Now Ciara's contributions extend beyond graphic design, as she now plays a pivotal role alongside our Creative Director in overseeing our creative strategy, guiding our team toward creating innovative and impactful visual experiences that push the boundaries of creativity and community impact. Ciara's versatility shines through her experience with a diverse range of clients from global sports companies to large public agencies. Her portfolio includes impactful projects such as the West Seattle High-Bridge Program, playing a pivotal role in creating multicultural outreach materials that bridged the gap between the City and the community, the

Washington State Housing Finance Commission where she designs and provides oversight on digital assets for ongoing state-wide and local multicultural media campaigns, including diving into the world of videography -- supporting other clients, like SDOT, where she collaborated with our key video partners to bring key safety improvements into engaging visuals for the community. For this project she will oversee execution and implementation of design.

### **Norea Hoeft**

#### ***Head Writer & Strategic Communications***

Norea believes in the awesome power of storytelling to arouse empathy, change minds, and inspire action. With over 15 years of experience in marketing and communications, and a unique perspective grounded in being a mixed-race, queer Filipina, Norea is committed to constantly seeking greater clarity, efficiency, and joy in collaboration. She spent the bulk of her career in the nonprofit sector creating fundraising communications and then leading marketing for the Northwest region of a national fundraising consulting firm that specializes in helping organizations (including many startups) with seed funding, feasibility studies and counsel for capital campaigns, and capacity building. She has also consulted with multiple startup organizations in the burgeoning field of racial equity consulting on business development strategy, core messaging, promotional campaigns, and thought leadership. At The Vida Agency, Norea leads communications strategies informed by research and in collaboration with various clients. For this project, she will oversee and implement all creative messaging.

### **Justin Haight**

#### ***Senior Web Developer***

Renowned for developing highly accessible and compelling websites that encourage public participation, Justin has a unique ability to boost engagement from some of the hardest-to-reach communities. With the development of more than 200 websites under his belt for a range of public agencies including Sound Transit, Washington State Department of Transportation (WSDOT), Bay Area Rapid Transit (BART), Seattle Public Utilities and many more, Haight brings a wealth of experience to the TVA team. For this project he will handle website development and execution.

### **Janine Worthington**

#### ***Director of Media Relations***

Janine is a senior communications professional with 20+ years of comprehensive public relations and communications experience and brings a proven track record of success in driving widespread awareness both with national and local media. She has extensive experience distilling campaign messaging and tailoring story angles that resonate with target media. She is a strategic planner who develops and launches high impact public relations and media campaigns that increase the volume, quality, and consistency of media coverage. Her pitches have garnered coverage for clients in top tier outlets such as the New York Times and Fast Company to local multicultural outlets. She expertly drafts strategic story angles, develops pitches, conducts media briefings, and manages interviews, spokesperson prep, and paid media buys.

She is currently managing the paid and earned multicultural media campaign strategy for a range of TVA clients such as Lydig Construction in support of the Rainier Beach High School rebuild and multicultural campaigns for SDOT in support of the West Seattle Bridge repair, Neighborcare, and Washington State Housing Finance Commission. For this project, she will oversee and execute all media strategies.

**Sydney Flau*****Media Specialist***

Sydney is a highly organized and detail-oriented media specialist with a unique blend of expertise in digital media strategies, project management, and a deep background in politics. With a bachelor's degree in political science and a rich history working in various political roles, she brings a wealth of knowledge to the media field. Sydney is known for her proactive approach and self-starting attitude, keeping up with the latest emerging digital trends. Her journey with TVA began as a project coordinator where her expertise soon led her to support the media team. The move became permanent, and she now spends her time collaborating with external digital media partner agencies, creating and implementing digital media strategies for client projects through tactics like paid social and programmatic display, connected TV, digital out-of-home (DOOH), paid search, email marketing.

Sydney excels in ongoing campaign monitoring and optimization, ensuring that clients achieve the best possible results while providing regular reporting. Her ability to develop and execute digital media strategies, coupled with her attention to detail and coordination skills, makes her an invaluable asset in the world of media and campaigns. For this project she will support all media efforts and the management of AGO social accounts.

**Ryann Anderson*****Media Specialist***

Ryann helps manage the planning, implementation, and monitoring of advertising campaigns for our clients, as well as the development and execution of internal brand marketing and digital strategies. She supports a wide range of TVA clients such as Lydig Construction, WSDOT, Neighborcare, Washington State Housing Finance Commission and more.

The combination of her digital marketing experience coupled with her work in multicultural community outreach, helps TVA build authentic campaigns for our clients that resonate with the desired audiences. Ryann also helps generate easily digestible campaign reporting dashboards that synthesize metrics for our clients and help us continue to optimize in real-time. As a native of the digital age, she keeps us all current on the latest social media trends and emerging platforms, ensuring our clients get access to the latest digital innovations for their campaigns. For this project she will support all media efforts and the management of AGO social accounts.

**Zhonghao Zhang*****Research Analyst***

Z is a key member of TVA's strategy and research team. As an experienced research analyst with in-depth knowledge of qualitative and quantitative methods, he is our gatekeeper to the research process, always examining and validating the accuracy and reliability of the data obtained through the research process to spot gaps and ensure pertinent results. His strong analytical and proven data interpretation skills have been leveraged by TVA clients such as King County Public Health, Seattle Public Utilities, and Lydig Construction, among others. His data-driven solutions are always presented in a compelling, innovative, and impactful storytelling format to meet the primary and secondary research objectives.

Zhonghao's work brings to each research project a focus on diversity, inclusion, and audience engagement to enhance our clients' strategic objectives. His previous experience includes research roles with Amazon and REQ and brand campaign and go-to-market strategies with Unison Agency. For this project, he will lead all discovery and research, as well reporting on youth feedback.

*All team CVs are attached at end of document.*

# Lauren McGhee

Creative Project Manager



## Role

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Lauren is a dynamic project manager known for her strategic thinking and comprehensive approach. With over 10 years of experience leading communications campaigns, she brings a thoughtful and analytical mindset to every project she undertakes. She will serve as project manager and the main point of contact, helping oversee the strategy, coordination, and execution of this project.

## Experience

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### **Creative Project Manager | The Vida Agency | Seattle, WA | May 2023 – Present**

- Assess initial requests for marketing collateral, project parameters, priority, scheduling, and creation of all deliverables against other established deadlines, goals, strategy and mission/values.
- Responsible for creating a development plan, timeline, task assignment, and maintaining active communication between all stakeholders regarding status and due date.
- Research, develop, write, edit and finalize a wide range of collateral materials for digital and print, and work with creative design in the production of these materials to ensure they are on-brand, error-free and created within timelines and budget.
- Ensuring the creative process supports effective communication and collaboration across all relevant areas while finding opportunities for improvement.
- Collaborate with internal teams to develop and manage project plans by conducting discovery sessions, project kick-off meetings and status update reports.
- Provide general assistance to the needs of the department and others as directed and perform other duties to support the team as a whole.
- Assist with maintenance of company brand messaging and positioning standards.
- Research and remain up to date on relevant marketing and communications best practices and trends and share with team members.

### **Project Consultant | Black Stax | Redmond, WA | March 2023 – May 2023**

- Managed website modernization from ideation to implementation with copywriting, color design, and creative reviews
- Explored and researched fiscal sponsorships & grants that were available
- Lead project discovery meetings, creative reviews, research, and meaningful collaboration

### **Senior Administrative Partner | Marguerite Casey Foundation | Seattle, WA | January 2021 – June 2022**

- Managed special projects for office of the president including internal and external correspondence and relationships, prepared event and speaking engagement briefs, scheduling, travel arrangements and expense report reconciliation
- Collaborated with the creative and storytelling team on communication efforts
- Supported marketing logistics and analytics for foundation event promotions and public communications

### **Marketing Specialist | Coffman Engineers | Seattle, WA | September 2014 – October 2019**

- Provided creative support through copywriting, editing, proposal design
- Coordinated project management, event management, client relationships, networking, database management, and administrative assistance

# Lauren McGhee

Creative Project Manager

## **Education**

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**Bachelor of Arts, Integrated Social Sciences | University of Washington | Seattle, WA**

**Associate of Arts and Sciences | Bellevue College | Bellevue, WA**

## **Project Experience**

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### **WA Health Benefits Exchange**

A statewide health insurance education and outreach campaign aiming to reach immigrants communities across the state of Washington to inform audience about new insurance availabilities.

### **WA HAF Program**

A statewide multilingual outreach campaign

# Lisa Wharf

Creative Director



## Experience

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### **Creative Director | The Vida Agency | Seattle, WA | February 2020 - Present**

- Manages agency-wide creative department, internal team workflow and outside vendors.
- Creative strategy and audience persona development.
- Drives brand engagement for clients through promotion campaigns.
- Directs and/or provides design services for experiential, interpretive, and exhibit projects.
- Directs and/or provides graphic design for print and digital promotions, website architecture and design, and video content for all agency accounts.

### **Senior Art Director | ei creative studio | Seattle, WA | 2010 – 2020**

- Manage day-to-day operations for the graphic design and video team including setting priorities, assigning resources, and ensuring project goals are achieved.
- Balance the creative output for multiple projects happening at the same time.
- Guide creative direction for ei creative studio and its' clients.
- Advise and support staff on professional growth.
- Work with senior staff and management to identify and implement process improvements to meet project and team needs.
- Develop good client relationships.
- Participate in new business development activities.

### **Art Director/Graphic Designer | Envirolssues | Seattle, WA | 2002-2010**

- Manage day-to-day workload for the graphic design team including setting priorities, assigning resources, and ensuring project deadlines were met.
- Produce print and web materials for multiple projects happening at the same time.
- Develop workflow processes for the graphic design team.
- Provide art direction to junior staff on print and web materials.
- Coordinated with vendors.
- Designed business development and marketing materials.

## Education

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### **B.A., Mass Communications | Earned 1997**

University of South Florida | Tampa, FL

### **Graphic Design studies | 1997**

International Academy of Merchandising and Design | Tampa, FL

### **Graphic & Web Design Studies | 2000 – 2001, 2007**

School of Visual Concepts | Seattle, WA

### **Videography and Editing | 2003**

Seattle Film Institute | Seattle, WA



# Lisa Wharf

Creative Director

## Skills

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Project management, brand development, experiential/exhibit design, print graphic design, digital graphic design, website architecture, strategic communications, storytelling, script writing, video development and direction.

## Other Professional Experience

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Graphic Designer | Preston Gates & Ellis | Seattle, WA | 2001

Marketing Coordinator | Downtown Seattle Association | 1999-2000

Marketing Assistant | Andersen, Bjornstad Kane Jacobs | 1999

Production Assistant | Homes & Land Magazine | 1998-1999

## Project Experience

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“Be Reay. Be Hydrated.” marketing and awareness campaign, Community Health Plan of Washington “You are the Center” brand awareness campaign, Alaskan Way Viaduct and Seawall Replacement Program, SR 520 Bridge Replacement Program, Sound Transit ST2 and ST3, Neighborcare Health, Latino Community Fund of Washington.



**Ciara Honig**

Art Director

## Experience

### **Art Director | The Vida Agency | Seattle, WA | January 2023- Present**

- Manage creative tasks within larger communications efforts
- Project manage small to medium creative projects
- Contribute to campaign strategy development
- Work with other departments including research, outreach, and media on various creative outputs from brand campaigns to material development
- Develop brand identity and campaign concepts
- Produce creative briefs
- Produce digital and print graphic design materials
- Provide art direction on creative materials
- Help refine protocols and efficiencies for creative process
- Grow team knowledge of best design practices and trends in web and graphic design

### **Graphic Designer | The Vida Agency | Seattle, WA | July 2021 - Present**

- Produce print and web materials for multiple projects happening at the same time, coordinating proper workflow to ensure deadlines are met.
- Worked alongside Creative Director to develop creative strategy and audience persona development.
- Drives brand engagement for clients through promotional campaigns.
- Provides graphic design for print and digital promotions, website architecture and design for all agency accounts.

### **Creative Intern | The Vida Agency | Seattle, WA | May 2021 – July 2021**

- Produce print and web materials for multiple projects happening at the same time, coordinating proper workflow to ensure deadlines are met.
- Work alongside Creative Director to develop creative strategy
- Drives brand engagement for clients through promotional campaigns.
- Provides graphic design for print and digital promotions, website architecture and design for all agency accounts.

### **Graphic Designer | SportsHosts | Remote | November 2020 – May 2021**

- Manage daily workload alongside the social media team including setting priorities, scheduling social media content, and ensuring project deadlines were met.
- Develop workflow processes for the social media team.
- Designed business development and marketing materials.
- Strategically developed social campaigns tailored to a global audience.
- Develop a new brand design and style guide for the company.

## Education

**B.A., Digital Technology & Culture | 2018-2020**

Focused on Graphic Design & Fine Arts Studies

Washington State University | Pullman, WA

**AA-DTA General Studies | 2016-2018**

Pierce Community College | Puyallup, WA

## Skills

Brand Development, Adobe Creative Suite, Procreate, Presentation Design, Design Strategy, Print Graphic Design, Digital Graphic Design, Website Architecture, Strategic Communications, Storytelling

## Project Descriptions

### Brand Campaigns

#### **Neighborcare Health | 2021 - Present**

*Worked alongside Creative Director to develop brand strategy and design a digital ad campaign to provide general brand awareness. After a successful campaign, we are excited to work with this client again for their 2022 brand campaign.*

#### **Within Reach- Help Me Grow**

*Created a digital ad campaign to promote their survey. Following this project, our creative team developed a brand toolkit with various digital assets to be used throughout the client's regional groups.*

#### **Sound Transit**

*Developed branding strate*

### Full Service

#### **Enviroissues/SDOT- West Seattle Bridge Program | 2021 - Present**

*Assisted in any digital/print design needs for the West Seattle Bridge Repair Program. This includes designing construction maps, digital ads, print materials, and transcreating all outreach materials in 9 different languages.*

#### **Lydig- Rainier Beach High School Construction | 2021 - Present**

*Supports the Outreach team by creating multilingual digital ads and print materials for various outreach events to promote community engagement for the school's rebuild program.*

#### **Whatcom County- Brand Campaign & Website Design**

*Developed branding strategy and logo designs for Whatcom County's new family program. Once the branding assets were finalized, our Creative team developed a strategy and various designs for the client's website.*

#### **Seattle Department of Transportation- On call services | 2021 - Present**

*Stay Healthy Streets-*

*Route 7 -*

### Research Focus Groups

#### **Puget Sound Regional Council**

*Assisted our research team's discovery process by designing both digital and print multilingual recruitment materials for their facilitated focus groups. Following the Research team's discovery process, I designed four varying Executive Summaries based on regional findings.*

#### **King County Parks**

*Assisted our research team's discovery process by designing both digital and print multilingual recruitment materials for their facilitated focus groups.*

#### **Washington State Recreation and Conservation Office**

*Assisted our research team's discovery process by designing multilingual recruitment materials for their facilitated focus groups.*

## Events

### **Seattle Department of Transportation - Green Lake Event | June – July 2021**

*Assisted our Outreach team by designing various event materials for SDOT's new Green Lake bike lanes for a community bike ride and scavenger hunt.*

### **Group Health | Shape the Future Conference | July – September 2021**

*Worked Alongside our Creative Director to develop conference branding and day-of-event materials such as Presentation and Note templates.*

## Report Design

### **City of Seattle FAS – WMBE Annual Report | 2021 - Present**

*Designed full ADA compliant report....*

# Norea Hoeft

Head Writer



## Experience

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### **Strategic Communications Specialist / Head Writer | The Vida Agency | Seattle, WA | 2021 – Present**

- Formulate and lead communication planning
- Craft messages and strategy documents
- Prepare press materials
- Drive collaborative decisions
- Provide tactical guidance to a variety of clients across industries within the public and private sector

### **Freelance Writer & Editor | Seattle, WA | 2020 – 2021**

- My work as a writer, writing coach, and editor was focused on magnifying the voices of those most adversely affected by entrenched inequities.
- Partnered with pioneers in the field of racial equity, helping thought leaders to write, develop, and promote original works that assist individuals and organizations with transformative change toward racial consciousness and anti-racism.

### **Senior Communications Associate | The W. Edwards Deming Institute | Seattle, WA | 2018 – 2020**

- Worked collaboratively to develop and execute The Deming Institute's communications and marketing to support programs, events, and fundraising initiatives.
- Developed and managed communications plan and calendar for all communications channels including blog, website, e-news, social media, donor communications, speaking engagements, and event promotion.
- Created marketing and fundraising materials such as brochures and videos for Deming OnWard, the campaign to fund the launch of Deming Online, an interactive online learning portal.

### **Senior Marketing Associate | Campbell & Company | Seattle, WA | 2015 – 2018**

- Planned and supported firm-wide marketing and thought leadership initiatives, including webinars, online communications (blog, e-news, social media), toolkits, and research study white papers.
- Provided marketing planning support to geographic hubs in the Northwest and West; vertical market task forces around environment, healthcare, education, arts & culture, and more; and service lines (fundraising consulting, executive search, communications consulting, and strategic information services).
- Managed the Northwest brand, including editorial calendar, speaking engagements, and sponsorships. Provided quality oversight and support for business development activities, from lead generation through proposal development and sales presentations.

# Norea Hoeft

Strategic Communications Specialist / Head Writer

## Education

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**University of Washington** | BA in Ethnomusicology

**University of Washington, Department of Human Centered Design & Engineering** |

Certificate in Technical Writing & Editing

**Executive Development Institute** | Leadership Discovery Program for Asian Americans

**Speakeasy, Inc.** | Talk So People Listen, 3-day intensive training in public speaking

## Skills

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- Storytelling
- Strategic Communications
- Nonprofit and Fundraising/Development Communications
- Marketing Strategy
- Content Development
- Core Messaging
- Writing & Editing

## Project Experience

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- Legal Voice
- Satterburg Foundation
- Washington State Housing Finance Commission
- Washington Health Benefit Exchange
- City of Seattle – Office of Civil Rights
- City of Tukwila – South King County Trips

# Justin Haight

Web Developer



## Experience

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**Web Developer | The Vida Agency** | Edmonds, WA | Jan 2022 - Present

- Creation and launch of the Washington HAF site ([washingtonhaf.org](http://washingtonhaf.org))
- Creation and launch of the new TVA website (coming soon)
- Server set up to expand TVA web services capabilities

**Web Developer | EnviroIssues** | Seattle, WA | 2013 – 2021

- Co-created and developed: [participate.online](http://participate.online), a service that brought EI's public participation projects to the web
- Coached internal project teams and clients to craft content that informs the public and invites their feedback
- Worked with internal project teams and designers to develop an approach to content development that is compliant with accessible web standards
- Mentored junior developers on EI's team

**Web Developer | Methodmakers** | Seattle, WA | 2011 – 2013

- Served non-profit clients to promote their programs
- Clients included WA State Department of Veterans Affairs and Edmonds Community College

## Education

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**B.A., Philosophy** | 2001

Whitman College | Walla Walla, WA

**AAS, Engineering Design Technology** | 2004

North Seattle Community College | Seattle, WA

## Skills

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- Web Development
- Accessible design and content development
- Strategies for reaching and engaging public stakeholders using technology

## Software

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- Languages: HTML, CSS, JavaScript, JQuery, Sass, C#
- Environment: Visual Studio, Sublime Text, VS Code, CU, Docker, Lando
- Source Control: Git, Github, BitBucket
- Servers and Deployment: Azure, Azure Dev-ops, Pantheon, SiteGround
- Platforms: WordPress, Orchard CMS, Expression Engine, JAMStack/Headless CMS



# Janine Worthington

Director of Media Relations



## Experience

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### **Director of Media Relations | The Vida Agency | Seattle, WA | 2021 - Present**

- Develop and oversee execution of media strategy across new accounts, including proactive and reactive opportunities
- Conduct media outreach via through different platforms and regularly secure coverage in pin-pointed range of target outlets
- Strengthen relationships with key contacts, focusing on top-tier print, online and broadcast media and trade media
- Support/mentor growing team and guide them on best practices for pitching/media monitoring/report generation
- Establish collaborative goals with each client, set clear expectations for coverage
- Support the strategic messaging process to inform all content creation

### **Director of Corporate Marketing | Zenoti | Bellevue, WA | 2020-2021**

- PR/Communications: Manage Zenoti's PR strategy and agency partner including establishment of goals, messaging pillars, media training for company spokespeople, pitch bank, media relations calendar, outlet targets and media coverage monitoring.
- Brand: Collaborate with executive leadership and creative agency partner to execute brand campaigns from concept inception through to launch. Sample campaign: Go Zenoti
- Corporate Social Responsibility: Architect and execute the Zenoti Foundation's corporate social responsibility initiatives to carry out the brand purpose of helping others feel good, so they can find their greatness. 2021 programs include a nationwide Shelter Days community engagement initiative and scholarships for the next generation of salon, spa and fitness providers.
- Marketing Plan/Budget: Build, execute and monitor Zenoti's public relations, brand marketing and Zenoti Foundation corporate philanthropy budget.
- Vendor Management: Research, hire and manage external Public Relations and Creative agencies.

### **Marketing Divisional Lead | Evrnu, SPC | Seattle, WA | 2019-2020**

- Communications: Draft full suite of corporate communications including investor diligence materials, quarterly reports, use cases/case studies, sales proposals/decks, brand/supply chain guidelines, website, blog, newsletters, social media, and press materials.
- Branding: Develop corporate and technology suite brand architecture to support business and marketing objectives.
- Strategy: Develop marketing strategies using creative approaches to influence both B2B and B2C purchasing behavior.
- Brand Partner Collaboration: Work with global brand and retail partners and internal stakeholders to create, manage and execute effective product launch campaigns that resonate with trade and consumer audiences.
- Marketing Plan/Budget: Build, execute and monitor Evrnu marketing plan and budget.
- Analysis: Conduct competitive and market analysis to determine and highlight Evrnu differentiators in

# Janine Worthington

## Director of Media Relations

order to craft messaging and positioning in the market.

- Team/Vendor Management: Manage internal marketing team. Build, further develop, and leverage relationships with our agencies and external contractors and industry media to evangelize the Evrnu brand, mission, and movement in the market

## Public Relations & Marketing Consultant | Seattle, WA | 2010-2019

- Agency Consulting: Contract consultant for Williams Helde, Spin Creative, La Vida Agency. Projects include PR strategy, international/national/regional media relations, product launch events, press releases, pitch drafts and deployment, brand/product story content development, trade shows, leadership and spokesperson media training and cross-promotional partnership development with other relevant brands.
- Direct/Brand Consulting: Contract public relations and corporate communications for brands including GoLite, Aera for Home, Zenoti, CasaOne, FirstPath Autism, Brainbox Consulting, UpStart Group, FireDisc®, PetEdge, Christopher Drummond Beauty, Trailheads and Eagles Nest Outfitters Inc, and Conscious Body Pilates.

## Education

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### Bachelor of Arts in French & Sociology | 1992

Ohio Wesleyan University | Delaware, OH

### Certificate of Advanced Social Media | 2012

University of San Francisco | San Francisco, CA

## Skills

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Strong Written and Verbal Communications, Media Relations/Public Relations, Brand Positioning/Brand Management, B2B and B2C Marketing Strategy, Agency/Vendor Management, Social Media/Brand Influencer Programs, Go-to-Market Launch Strategy

## Other Professional Experience

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Member | **Forbes Communication Council**



**Sydney Flau**  
**Public Relations – Specialist 1**

**Experience 3+ Years**

**Digital Media Specialist | The Vida Agency | Seattle, WA | January 2023 – Present**

- Develop digital media strategies and present to clients to help them accomplish their project/campaign goals
- Execute digital media strategies in-house or in concert with TVA external digital media partner agencies
- Collaborate with digital agency partners as needed to gather digital strategy tactics, determine necessary budgets, and define the scope of creative assets needed to incorporate into client media plans
- Ongoing monitoring and optimization of digital campaigns as needed
- Weekly, monthly, or end of campaign reporting depending on contract terms

**Coordinator | The Vida Agency | Seattle, WA | May 2022 – January 2023**

- Support delivery and quality of deliverables for a broad set of client and consultant teams across multiple projects including transportation and construction.
- Contribute to the development and implementation of engagement and communication plans
- Conduct outreach activities such as surveys, virtual events, and in person events.

**Program Representative | State of California | San Diego, CA | July 2020 – May 2022**

- Determined eligibility for UI benefits in accordance with the laws, regulations, and policies of the State of California.
- Interviewed applicants to determine eligibility.
- Settled discrepancies between employers and employees.
- Implemented pandemic policies daily.

**Communications Intern | Center on Budget and Policy Priorities | Washington, D.C. | 2018**

- Oversaw communications for organization specific events.
- Tracked national and local media coverage
- Designed posts optimized for Instagram, Facebook, and Twitter.
- Created materials and boosted engagement and outreach across social media platforms.

**Campaign Intern | Mike Levin for Congress | San Diego, CA. | Jan 2018 – September 2018**

- Oversaw communications for organization specific events.
- Created, designed, and sent out marketing materials.
- Designed posts optimized for Instagram and Facebook regarding events.
- Created materials and boosted engagement and outreach across social media platforms.

**Education**



B.A. in Liberal Arts and Sciences: Political Science 2019  
University of California, San Diego | San Diego, CA

**Skills**

Strategic communications, project management, public engagement planning and implementation, Microsoft Office

**Project Experience**

Seattle Department of Transportation – Transit Plus Multimodal On-Call, Whatcom County Justice Project, Madison Bus RapidRide Transit, City of Seattle Department of Neighborhoods Generational Wealth.

# Ryann Anderson

Media Specialist



## Experience

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### Media Specialist | The Vida Agency | Seattle, WA | 2022 – Present

- Draft media strategy content for new business proposals.
- Collaborate with TVA media partners as needed to gather digital strategy tactics, determine necessary budgets, and define the scope of creative assets needed to incorporate into client media plans.
- Develop local/multicultural media strategies and presentation to TVA clients to help them accomplish their project or campaign goals.
- Execute digital media strategies.
- Provide ongoing monitoring and optimization of campaigns as needed.
- Provide weekly, monthly, or end of campaign reporting depending on contract terms.
- Train new TVA staff on media plan processes, templates, tools, and protocols
- Identify and actively participate in professional and community organizations to enhance media/advertising fluencies and skill sets.
- Cultivate new and maintain existing relationships with local and multicultural media partners.
- Manage invoicing process with multicultural media partners to promote payment efficiencies.
- Maintain media services department information.
- Facilitate advertising services for strategic multicultural media partners.

### Marketing & Project Coordinator | The Vida Agency | Seattle, WA | 2019 – 2022

#### General

- Deploy successful marketing campaigns and projects for both internal and external projects.
- Prepare reports: progress, comprehensive, etc.
- Liaise with creative and marketing teams to produce marketing material.
- Coordinate key messages across multiple social and communication platforms. Draft of messaging where relevant.
- Assist across multiple projects contracted by the agency.
- Organize and schedule meetings and manage calendars.
- Track project expenses.
- Organize and manage project files.

#### Client Work

- Attend meetings.
- Revise notes and reporting for client projects
- Staff virtual and in-person events, seminars, and conferences
- Conduct in-person outreach for a variety of projects.
- Record project activities and perform data entry.
- Contribute to project meetings by drafting tools and materials.
- Coordinate and perform outreach activities.
- Coordinate translation of materials.
- Support delivery of work plans and quality of deliverables
- Provide input on new processes and workflows as needed.
- Draft weekly look-ahead plans for project teams.
- Guide interns in outreach/comms practices and TVA protocols
- Coordinate ad buys and track placement, accounting, and reporting across projects
- Track and analyze engagement analytics and provide accurate data across projects.
- Coordinate specialized consultants (photographers, language services, subconsultants, etc.)

# Ryann Anderson

Media Specialist

## Education

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- Washington State University | 2016 – 2020
  - Bachelors in strategic communications & PR
- Meadowdale Highschool, Lynnwood, WA | 2012 - 2016

## Skills

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- Detail- oriented
- Information Management
- Media Planning and Buying
- Strategic Planning
- Campaign Execution, Monitoring and Reporting

## Project Experience

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*Washington HAF, Rainier Beach High School Rebuild, WSDOT PASS Program & Megaprograms, Washington Healthcare Benefit Exchange, Sound Transit*

Ryann helped to strategically plan, budget, execute, monitor, and report on our Washington Housing Assistance Fund campaign. In doing so, this campaign has reached thousands of residents and helped to save homes. Also responsible for coordinating day of needs for video segment filming sets.

# Zhonghao Zhang

Research Analyst



## Experience

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### Research Analyst | The Vida Agency | Seattle, WA | 2021 – Present

- Conducting qualitative research to gather community and partner insight. Working with government agencies and local communities
- Research subject recruitment and coordination of research activity logistics for focus groups, qualitative interviews, surveys, and other research tools.
- Qualtrics data management, analysis, and visualizations.
- Secondary research and literature review, briefings to project team on findings.
- Community outreach and public engagement.
- Social media and content creation, public communications writing.
- Project management - including scheduling, agenda development, document management.

### PR and Marketing Chair | HSRE | Seattle, WA | 2020 – 2021

- Planning and managing the end-to-end market research process, including the design and execution of quantitative and qualitative surveys and secondary research.
- Managing the public relations and marketing team and all marketing and outreach campaigns.
- Advising the Board on marketing, content, and brand strategy.

### Vendor Manager | Amazon.com | Seattle, WA | 2017 – 2019

- Assumed ownership of all aspects of my vendor's business within Amazon, such as sales, demand forecasting, and managing all projects related to the vendor.
- Project and account management related to the vendor. Including but no limited to scheduling, logistics, resource management, and planning.
- Used data driven stories and insights to pitch product and promotional strategies to senior leadership and vendors.
- Improved client relationships, negotiated contracts, planned and executed promotions, and created best-in-class customer experiences.
- Built last and effective relationships with vendors that resulted in collaboration and improvements for the business.
- Coordinated with internal and external teams to drive the top and the bottom line of the business.

### Research Strategist | REQ | Washington, DC | 2014 – 2016

- Developed and presented custom branding and marketing strategies.
- Managed, executed, and analyzed primary and secondary research projects to uncover insights into people, culture, and the market.
- Managed and facilitated meetings, focus groups, and discussions of stakeholders with diverse backgrounds, perceptions, and values.
- Used insights to create compelling narratives and stories to provide direction for creative and brand strategies.
- Produced brand architectures, personas, positioning statements, messaging strategies, naming strategies, brand stories, creative briefs, and go-to-market plans that enhanced and clarified the brand of clients.

# Zhonghao Zhang

Research Analyst

## Education

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The George Washington University - B.B.A. (August 2010 – May 2014)  
Dual Concentrations in Marketing and International Business  
Double Minors in German and Psychology

## Skills

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- Research Planning
- Workshop Facilitation
- Stakeholder Interviews
- Survey Writing
- Data Analysis
- Presenting
- Data Visualization
- Presentation Design
- Graphic Design
- Photoshop
- InDesign
- Microsoft Office



# Section 2

## Project Management & Timeline

### 2.1 Project Plan

#### **Project Management**

TVA's commitment to equity means we do project management a bit differently. We staff projects with a skilled Project Manager who tracks, guides and delegates work to our internal team and serves as the point of contact for you and clients. Our bench is stacked with experts - in design, media, outreach and ESJ work - and those folks are tapped in to support the project and team. This means you'll see multiple staff contributing to the work. As a community of experts, we bring value through collaboration and equity in consulting. Project Management begins with our client relations process and the tools to ensure projects are tracked, milestones are obtained, and clients are well informed throughout the project. In addition to a client kick-off meeting (described below) our team also supports clients with the following:

- › Invoicing and budget management.
- › Client check-ins ranging from weekly or bi-weekly depending on project requirements.
- › Primary point of contact.
- › Project and task management.
- › Time tracking

#### **Kick Off Meeting**

We will meet with your entire team to hear details around goals, initiatives, milestones, and helpful background information, so we are all aligned around the same goals and expectations.

#### **Discovery**

At TVA, we utilize human-centric design principles to ground each project around your priority constituents or customers: their needs, concerns, ideas, and perceptions. We start every project with a robust discovery process and use qualitative interviews and/or qualitative surveys along with existing market research, to aid creative and strategy decisions.

#### **Strategy & Creative Briefs**

A communications and marketing strategy will be developed using information from the Discovery phase. The strategy will identify the messaging and distribution methods to support key campaign goals. TVA will lead the overall Campaign Strategy and Messaging to engage the all audiences based on Discovery findings and in collaboration with AGO. We will identify and utilize a variety of tactics to reach the intended audiences and priority segments. Our

team will create campaign messaging that resonates with the selected audiences and addresses the primary barriers and motivators identified in the audience research. TVA will also identify stories that will give the media campaign a defined, unique identity and relatable tone. We will have one initial meeting with the agency team to review the draft strategy plus creative and campaign briefs. Follow-up drafts can be finalized via email if all decision-makers provide comments on the initial drafts.

With approval of the Campaign creative brief, TVA will develop three campaign concepts. Each concept will include at least one advertising application. TVA will meet with the Agency to present the concepts where one concept will be chosen for further refinement. The final concept will be used to create all campaign assets.

### **Transcreation**

All assets are first created in English – this provides us all the opportunity to engage in a round of edits for refinement. Once the English asset is approved, it will move to transcreation. We have found that this process is the most efficient use of budget. Our team will transcreate to the languages outlined in the RFP, and employ our strong double-review QA/QC practices to ensure respect through accuracy.

### **Disseminating Materials Across Washington**

A well-orchestrated campaign is set-up for success from the beginning and monitored for effectiveness and impact. Specific tactics will be determined in the Strategy, some that have been successful on similar campaigns include:

- › **Broadcast:** in-language or subtitles TV/CTV, radio, and video to ensure viewership and distribution.
- › **Digital:** Programmatic digital ads allow for massive amounts of guaranteed impressions that are highly targetable by language, location, interests, and more.
- › **Media:** Not all communities are equally served by mainstream media. Our team will ensure that resources are invested with purpose into multicultural and local media.
- › **Social:** Social media accounts and content for applications like Instagram, Snapchat, Discord, TikTok, Facebook, and YouTube
- › **Website Content:** Providing a seamless experience for users who click through for more information participation.
- › **Printed Materials:** Signage, collateral, presentation materials, etc.
- › **CBO Partnerships:** We will leverage our relationships with Community Based organizations throughout WA state to engage with those they serve.

### **Media Engagement**

The Vida Agency has many longstanding contacts with local, regional and multicultural media outlets to effectively place media buys direct to publications. Our team leverages these relationships to obtain added value, ensuring that the creative design is culturally appropriate with translated and transcreated ad copy.

We will place creative ads in local, regional, national, and niche publications based on campaign goals and priority audiences. Our team will identify key zip codes

and neighborhoods to target to ensure the identified audiences are exposed to campaign messaging and incentives. We can also target audiences by age, gender, language, location, interests, life stages, and more. Digital marketing will be used to enhance the engagement and expand on social media ads/engagement and traditional media platforms such as TV, radio, and print ads. The Vida Agency has built longstanding relationships with both mainstream and multicultural media outlets throughout Washington State and the Puget Sound. All are trusted resources for a diverse range of communities including those who speak Spanish, Chinese, Korean, Arabic, Vietnamese, and Russian among others. TVA will raise awareness via targeted paid ad campaigns and through earned media outreach efforts to targeted broadcast, print, and online outlets as appropriate.

## **Web Development**

Our web building process is designed to guarantee that your website not only meet project objectives but resonates with your priority audiences, resulting in a seamless and effective online presence. We begin by meeting with the internal project team to understand audience and site needs, technical requirements, web analytics, content management, and more.

### ***Site Architecture***

Before design and content can be developed the site's architecture needs to be defined. This is done by creating a sitemap that maps out all navigation and pages based on the information discovered during the requirements and analysis phase.

### ***Design***

Our team will then translates the sitemap into page designs, with close collaboration between designers, developers, and AGO team members throughout the process. Designers may also create wireframes to test functionality before finalizing the design. Our website design takes into account a comprehensive understanding of our audience, client objectives, user needs, and adherence to branding guidelines. We ensure that the design is responsive, catering to mobile phones, tablets, and desktops. Moreover, our commitment to accessibility means designing the website to meet WCAG AA standards, unless the client specifies otherwise.

### ***Content Development***

Content development is the result of a collaboration between TVA's project team and the client. Note: Content development and website design can influence each other so it is important to coordinate these efforts together

### ***Construction***

The web developer constructs the website with support from designers, who can furnish site assets, and the project manager who can field questions about content, client intention, budget, and schedule.

### ***Testing***

Before launching the website, site functionality and appearance should be tested on multiple devices and browsers. The project manager and client should also test from their own desktops and phones as a final review.

## **Reporting & Analytics**

Leveraging Qualtric's world-class capabilities, we'll develop a reporting dashboard tool to visualize and provide transparency around the impact of the campaign. The dashboard will become available to your team shortly after the launch of engagement, and allow us to collaboratively evaluate impact as the project progresses, rather than simply at the end. By evaluating our progress as we go, we'll be able to adjust and pivot tactics as needed to ensure priority communities are being served.

We can use evaluation methods such as embedded website URL tracking codes in ads to gauge effectiveness and reach. We anticipate this work to include:

### ***Dashboard Data Mapping***

- › Working session with all data-holders to identify relevant metrics, formats, and leads.
- › Map data to be incorporated into Qualtrics dashboard.

### ***Dashboard Development***

- › Once our research tools are live, we'll build out the reporting dashboard and visualize key datapoints.
- › Reporting form for completion by all data leads.

### ***Dashboard Reporting***

- › We'll disseminate the dashboard to all key staff and project collaborators to ensure we have the information we need to evaluate the project as it progresses through each phase.
- › In check-ins, we'll review the dashboard and discuss any adjustments or pivots to ensure the priority audience is being served.

### ***Progress Reports***

On a cadence to be determined, we'll share the dashboard as part of a report detailing:

- › Engagement activities.
- › Detailed description of received feedback

### ***Final Report***

At the conclusion of the project, we'll submit a final report with a narrative section describing the successes, challenges, and areas of opportunity for the project. The final report will include:

- › A numerical section detailing the marketing campaign reach by tactic.
- › Successes, challenges, and outcomes of engagement strategies.
- › Outcomes of the impact evaluation.

## 2.1 Timeline

### **FEBRUARY 2024**

#### **Key Metric & Milestone**

#### **Deliverables**

Kick off Meeting

Discovery

Straw Personas, Creative Brief

Discovery 2

Media Brief

### **MARCH 2024**

Brand Development

Brand concepts

Youth Input

Youth Input Summary

### **APRIL 2024**

Finalize Brand

Branding guide, Visual identity assets

Website kick-off

### **MAY 2024**

Website architecture

Site map

Website design

Design concepts

Marketing Planning

Draft marketing and digital media plan

Multimedia Toolkit

Draft print materials

### **JUNE 2024**

Website Youth input

Youth Input Summary

Website concept final

Website design, content, assets

Website development

URL purchase

Marketing

Final marketing and digital media plan

Multimedia Toolkit Planning

Final print materials, Draft post and story content, Microvideos outlines

### **JULY 2024**

Website development

Beta website, Updated website

Multimedia toolkit

Final post and story content, Microvideo production, Any remaining digital assets

### **AUGUST 2024**

Website development

Website Final, transfer to AGO

Campaign Launch

Digital and Paid Social

## 2.2 Youth Participation

Last year, TVA had the privilege of developing a research and survey campaign to gather youth feedback on a new Washington State Youth Tip-Line, now the HearMeWA Program. For the first phase of this project, we launched two online surveys and a statewide digital campaign with a focus on youth representing marginalized and minority communities. Based on our previous efforts, we have identified key areas with high youth and BIPOC populations, ranging from rural to urban settings, including King, Pierce, Yakima, Okanogan, Franklin, and Clark Counties. Our past research efforts have shown significant engagement from King, Pierce, Snohomish, Thurston, Spokane, and Clark Counties, which collectively house approximately 70% of Washington’s population. We intend to build upon these successes while working collaboratively with the AGO Youth Program Team.

TVA will leverage relationships we have with community-based organizations throughout Washington State, as well as collaborate with AGO Youth Program and the 915 youth and youth serving organizations it has reached in the last two year. We will supply organizations and community leaders with marketing materials, key messaging, and tools to help raise awareness. This is a successful strategy and tactic we have executed on numerous projects that has been proven to be a key engagement piece especially in BIPOC communities.

In our campaign with the City of Seattle Human Services Department, we created a Coalition made up of community organizations already serving BIPoC communities and they were an essential part of the implementation strategy. TVA led a bilingual public awareness campaign to reach Black, Latinx, and low-income youth. The Coalition helped connect with and elicit feedback, data and the important stories from youth. From there we were able to create campaign imagery and messaging that was preferable to youth. In this case, positive messaging rather than shaming along with an urban imagery. Our community and ethnic media outlets, as well as local influencers, amplified the campaign through trusted sources within Seattle’s Black and Brown communities. We were able to receive more than 500 survey responses, nearly 5.9 million impressions, and 14,000 clicks. Most importantly, more than 30% of the youth engaged reported “thinking twice” about they drink for thirst.



## 2.3 Using an antiracist, trauma-informed, and youth-centered lens

At The Vida Agency, our approach to every project is deeply rooted in an unwavering commitment to equity and inclusion. We approach our work through a lens that prioritizes the needs of the project, which in this case means focusing on principles of antiracism, trauma-informed practices, and a youth-centered perspective. Our dedication to these values serves as the foundation of our expertise, setting us apart as a trusted partner in driving positive change.

Our pursuit of racial, social, and environmental equity for underrepresented and disproportionately impacted communities drives our mission. We offer fresh perspectives to broadening possibilities and provide actionable insights to introduce transformative systems that pave the way for a more equitable future. Our commitment to diversity, equity, inclusion, and antiracism is not just a commitment but a core advantage of collaborating with TVA. One key aspect of our expertise lies in our unwavering dedication to centering the audience in all our endeavors. Drawing from our extensive experience in youth-focused initiatives like Lydig Discovery, Find Your Freedom, and the previously mentioned Be Ready Be Hydrated, we work in collaboration with programs like Creative Justice to ensure that our strategies are not only informed but also compassionate and trauma-sensitive, ultimately contributing to meaningful change in our communities.

Lydig Discovery and Find Your Freedom are prime examples of our youth-centered approach. In both projects, we worked collaboratively with youth to ensure the end results were effective and engaging with the intended audience: youth. In the case of Lydig Career Discovery, we held a focus group with high school students to share career priorities, perceptions of the construction industry, and desired website content; after which we followed up with a survey for logo, content, and visuals feedback. Find Your Freedom is a bilingual campaign created to promote the Youth ORCA Card program to Gen Z students and parents. We partnered with HopeLink to gain insights from multicultural youth to develop messaging that reach and resonated with them as the audience. The campaign featured 30-second and 15-second commercials in both Spanish and English, along with print and digital advertisements, transit ads, and marketing collateral for school and community outreach.

Our commitment to trauma-informed practices is exemplified by our partnership with Creative Justice, an organization dedicated to empowering court and systems-impacted youth and young adults. Through art, mentorship, skill-building, and personal development opportunities, Creative Justice equips youth with the tools and confidence to become leaders in their community and the workplace. By providing a platform for young people to express their thoughts, experiences, and aspirations, the organization acknowledges the profound impact their perspectives can have on creating a more just and equitable community. With their insight and experience with impacted youth and young adults, we can ensure all messaging and efforts are viewed from a trauma informed lens.

Their support ensures that their voices are heard, their experiences are acknowledged, and their aspirations are realized, all while contributing to a more just and equitable community. We recognize the profound impact the perspectives of young people can have in catalyzing community transformation, and we stand firmly by our commitment to trauma-informed, antiracist, and youth-centered practices in all our endeavors.

## 2.3 Compliance with ADA criteria

Compliance with the Americans with Disabilities Act (ADA) criteria is a critical aspect of ensuring that all individuals, regardless of their abilities or disabilities, have equal access to information, services, and technology. This commitment to accessibility extends to various facets of the ADA, including provisions for individuals with visual impairments and those who are deaf or hard of hearing.

The ADA places specific responsibilities on title II entities (State and local governments) and title III entities (businesses and nonprofit organizations that serve the public) to communicate effectively with people who have communication disabilities. The overarching goal is to ensure that communication with individuals with these disabilities is as effective as communication with those without disabilities. To achieve this, several measures can be implemented.

**Translators and Interpreters:** These professionals play a crucial role in facilitating effective communication between individuals with communication disabilities and staff. They ensure that information is accurately conveyed, whether it be through sign language interpreters, written translation services, or other means as necessary.

**Website Accessibility:** Any website creation should adhere to the Web Content Accessibility Guidelines (WCAG) AA standard and any specifications and standards AGO has set for themselves. Accessibility elements can include:

**Alt Text for Images:** Providing alternative text (alt text) for images is a fundamental aspect of web accessibility. This feature allows screen readers to describe images to individuals who are blind or visually impaired. By including descriptive alt text, we ensure that everyone can access and understand the content on our websites, regardless of their visual capabilities.

**High-Contrast Colors:** Color contrast is crucial for individuals with visual impairments, as well as those with certain cognitive disabilities. We take care to ensure that our web designs incorporate high-contrast color schemes, making it easier for users to distinguish content, text, and interactive elements. While we are committed to adhering to accessibility standards, we also understand that some clients may have their own specific color requirements. In such cases, we work closely with clients to strike a balance between their branding preferences and the need for accessibility. However, we will always prioritize accessibility to the extent possible, even when accommodating client-specific colors.

We strive to create an inclusive environment where everyone can access our information, services, and technology with ease. By providing interpreters, adhering to web accessibility standards, and ensuring high-contrast design, we aim to meet the needs of all individuals, irrespective of their abilities or disabilities.



## 2.5 Language Access

With our partner Andromeda, TVA has extensive experience creating messaging, materials and advertisements that effectively and respectfully engage people in their native language. We have created and executed a variety of successful multilingual campaigns for the City of Seattle, King County and Washington State.

Andromeda is a minority family-owned business established in 2014. Their goal is to provide quality interpretation and translations to the community in Washington state through local interpreters who can call Washington their home and understand the needs of the community. They meet this goal by providing interpretation and translations in over 20 languages. In the last six years, TVA and Andromeda have forged a dynamic partnership built on trust, expertise, and shared goals. Our combined efforts have consistently delivered exceptional results, driven by a commitment to excellence and a deep understanding of our clients' needs. Together, we have navigated diverse projects, harnessed the strengths of our team, and maintained a steadfast focus on equity and inclusion.

We do not believe in simply translating text word for word but choose to transcreate messages and key information ensuring the meaning is captured and better understood by the intended audience. Our expertise is outlined below:

**Transcreation Expertise:** We understand the nuances of cultural competence, working with diverse and traditionally underserved communities. Our team has the lived and professional experience to create messaging, materials and advertisements that effectively and respectfully engage people in their native language.

**Language Capabilities:** We provide the ability to adapt messages and materials into 20+ languages and employs strong double-review QAQC practices to ensure respect through accuracy. We consider the language needs of rate payers across the region and push to ensure that information is equally available to all with ease.

### Spoken and Written Language Requirements

Andromeda can provide spoken and written language services for:

- |              |                   |                 |
|--------------|-------------------|-----------------|
| › Spanish    | › Korean          | › German        |
| › Russian    | › Nepali          | › Farsi         |
| › Ukrainian  | › Hindi           | › <b>Dari</b>   |
| › Mandarin   | › Urdu            | › Khmer         |
| › Taiwanese  | › <b>Japanese</b> | › Samoan        |
| › Cantonese  | › Tagalog         | › Thai          |
| › Arabic     | › Ilocano         | › <b>Somali</b> |
| › Vietnamese | › French          |                 |

*\*Bold indicates requested languages from RFP*

While Andromeda may not currently support Punjabi, Cambodia, Amharic, Marshallese, or Samoan they can source this expertise when needed to qualified and reputable connections.

## **Qualified Interpreters and Translators**

Andromeda provides a roster of language professionals that meet the Attorney General's qualifications. They are fluent in English, understand confidentiality and HIPAA guidelines and other related privacy regulations, maintain professional certifications, and are legally authorized to work in the U.S.

## **2.6 Data Privacy**

TVA, uses a suite of cloud-based and secure software that have been invaluable as our team's and clients' needs have changed in recent years. All systems support visibility, real-time updates and virtual collaboration for efficiency, accuracy, and creativity. Only TVA staff have access to client files and access can be limited on mobile devices when necessary. We do not share client information with third parties. We utilize Microsoft Teams and the entire Suite to communicate and store important documents and forms. Our standard practice is to align with our clients preferred method of collaboration and document sharing during our kick-off meeting. This ensures alignment and adhering to client best practices for security in addition to our own policy.

TVA agrees that the confidentiality, integrity, and availability of our computer systems will remain top priority for this project. The TVA staff work within a hybrid model meaning staff have the option to work from home and/or travel to the office for client projects. All TVA staff are already under a Non-Disclosure Agreement. Should additional commitment to processes and procedures be part of this work, staff will be required to agree to additional policies.

In addition, TVA uses a secure network in our office locations and open Wi-Fi connections are not permitted. It is company policy that personal devices are not connected to the network that supports and secures our work. TVA's IT department will ensure compliance of ESD requests and identify solutions for areas that need to be addressed.

**ATTACHMENT H – COST PROPOSAL**

**Milestone Table / Total Project Cost:** This table is intended to capture project milestones and associated deliverables and costs.

Bidder must identify all project management and implementation services. Proposed costs will be evaluated as the all-inclusive total price. Milestone payments must be in increments consistent with 10% holdback amounts. The final milestone and subsequent holdback amount will be paid upon acceptance of system go-live.

Instructions: List the Milestones from your proposed Program Management Plan including associated REQ ID's from Attachment G., *Associated Deliverable(s)*, and *Associated Cost* for each *Milestone*. You may add rows to this table as needed. **If any columns are left blank for any listed milestones, Bidder may be considered nonresponsive.**

<b>Milestone</b>	<b>Project Phase</b>	<b>Associated Deliverable(s)</b>	<b>Associated Cost</b>
Discovery 1 & 2	2024	Brand kick-off meeting Straw Personas Creative Brief Media Brief	<b>\$16,500</b>
Brand Development	2024	Brand concepts Youth Survey & Input Summary Branding guide Visual identity assets <i>*Cost includes Stipends*</i>	<b>\$65,000</b>
Website Architecture	2024	Website kick-off Site map	<b>\$5,500</b>
Website Design	2024	Draft design concepts Youth Input Summary Final concept: <i>design, content and assets</i>	<b>\$20,000</b>
Website Development	2024	Beta website Updated website Website final transferred to AGO	<b>\$50,000</b>
Marketing Plan	2024	Draft marketing and digital media plan Final marketing and digital media plan	<b>\$19,000</b>
Multimedia Toolkit Planning	2024	Draft print materials Final print materials Draft post and story content Microvideos outlines	<b>\$55,000</b>
Multimedia toolkit	2024	Final post and story content Microvideo production Any remaining digital assets	<b>\$80,000</b>
Campaign Launch	2024	Digital and Paid Social	<b>\$75,500</b>
		<i>2024 Subtotal</i>	<i>\$389,800</i>
Campaign Management	2025	Campaign Management <i>*Cost includes Media Spend*</i>	<b>\$42,000</b>
Website Maintenance	2025	Monthly Website Maintenance (12 Months)	<b>\$12,000</b>
Reporting	2025	Quarterly Campaign Reports	<b>\$5,000</b>
		<i>2025 Subtotal</i>	<i>\$59,000</i>
Campaign Management	2026	Campaign Management	<b>\$42,000</b>



		<i>*Cost includes Media Spend*</i>	
Website Maintenance	2026	Monthly Website Maintenance (12 Months)	<b>12,000</b>
Reporting	2026	Quarterly Campaign Reports	<b>\$5,000</b>
		<i>2026 Subtotal</i>	<i>\$59,000</i>
<b>Total Project Cost</b>			<b>\$507,800</b>

**One-Time Cost Table:** This table is intended to capture all one-time costs associated with the proposed solution (e.g. account setup fees). **Only Costs identified in the table below will be allowed under this contract.**

**Instructions:** List all one-time costs associated with the proposed solution in the Program Management Plan including associated REQ ID's from Attachment G. You may add rows to this table as needed.

One-Time Cost Description	Cost
Account Set Up	<b>\$2,500</b>
Technology Fee	<b>\$800</b>
	\$ -
	\$ -
<b>Total One-time Costs</b>	<b>\$3,300</b>

**Recurring Costs:** This table is intended to capture any recurring costs associated with the proposed solution such as monthly hosting fees, ongoing maintenance, or other recurring charges. The annual percentage increase will be used to determine the potential increase in cost to these services over time. **Only Costs identified in the table below will be allowed under this contract.**

**Instructions:** List each recurring cost associated with the solution and if applicable, the forecasted annual increase of these costs from the proposed Program Management Plan including associated REQ ID's from Attachment G. You may add lines to the table as needed.

Recurring Cost Description	Annual Cost	% Annual Increase
	\$ -	
	\$ -	
	\$ -	
	\$ -	
<b>Total Annual Cost:</b>	<b>\$ -</b>	

**Discount Table:** This table is intended to identify any discounts Bidder may wish to offer. Applicable discounts may be considered as part of the cost evaluation.

**Instructions:**

List all discounts applicable to this project. Please indicate if the discount is a dollar amount or a percentage applied to the project or service within the project.

Discount Description	Total	Percentage
	\$ -	
	\$ -	
	\$ -	
<b>Total Discount</b>	<b>\$ -</b>	



**Hourly Rate(s) Table:** This table is intended to identify any hourly rates that Bidder intends to charge in the performance of services outside of the Milestones, and the associated hours potentially needed to accomplish those tasks. The annual percentage increase will be used to determine the potential increase in cost to these services over time. *Only Hourly Rates identified in the table below will be allowed under this contract.*

Instructions:

List all hourly rates applicable to this project. Please indicate if the rates will be by position, or by the specific task type being accomplished within the project.

Hourly Task Description	Hourly Rate	Estimated Hours	% Annual Increase
Founder & President	\$ 300.00		
Vice President	\$ 275.00		
Director (Creative, Media, ESJ)	\$250.00		
Manager	\$210.00		
Sr. Project Manager	\$195.00		
Project Manager	\$175.00		
Specialist (Head writer, Research Analyst, Art Director, Media)	\$150.00		
Web Developer	\$210.00		
Graphic Designer	\$115.00		
Office & Account Manager	\$115.00		
Billing and Account Receivable Specialist	\$115.00		
Intern	\$55.00		
<b>Total Hourly Costs &amp; Hours</b>			



## ATTACHMENT H – COST PROPOSAL

**Milestone Table / Total Project Cost:** This table is intended to capture project milestones and associated deliverables and costs.

Bidder must identify all project management and implementation services. Proposed costs will be evaluated as the all-inclusive total price. Milestone payments must be in increments consistent with 10% holdback amounts. The final milestone and subsequent holdback amount will be paid upon acceptance of system go-live.

Instructions: List the Milestones from your proposed Program Management Plan including associated REQ ID's from Attachment G., *Associated Deliverable(s)*, and *Associated Cost* for each *Milestone*. You may add rows to this table as needed. If **any columns are left blank for any listed milestones, Bidder may be considered nonresponsive.**

Milestone	Project Phase	Associated Deliverable(s)	Associated Cost
Discovery 1 & 2	2024	Brand kick-off meeting Straw Personas Creative Brief Media Brief <i>*Cost includes Account Step Up*</i>	\$16,500
Brand Development	2024	Brand concepts Youth Survey & Input Summary Branding guide Visual identity assets <i>*Cost includes Stipends*</i>	\$65,000
Website Architecture	2024	Website kick-off Site map	\$5,500
Website Design	2024	Draft design concepts Youth Input Summary Final concept: <i>design, content and assets</i>	\$20,000
Website Development	2024	Beta website Updated website Website final transferred to AGO <i>*Cost includes Technology Fee*</i>	\$50,000
Marketing Plan	2024	Draft marketing and digital media plan Final marketing and digital media plan	\$19,000
Multimedia Toolkit Planning	2024	Draft print materials Final print materials Draft post and story content Microvideos outlines	\$55,000
Multimedia toolkit	2024	Final post and story content Microvideo production Any remaining digital assets	\$80,000
Campaign Launch	2024	Digital and Paid Social	\$75,500
<b>Total Project Cost</b>			<b>\$389,800</b>



**One-Time Cost Table:** This table is intended to capture all one-time costs associated with the proposed solution (e.g. account setup fees). **Only Costs identified in the table below will be allowed under this contract.**

**Instructions:** List all one-time costs associated with the proposed solution in the Program Management Plan including associated REQ ID's from Attachment G. You may add rows to this table as needed.

One-Time Cost Description	Cost
Account Set Up	\$2,500
Technology Fee	\$800
	\$ -
	\$ -
<b>Total One-time Costs</b>	<b>\$3,300</b>

**Recurring Costs:** This table is intended to capture any recurring costs associated with the proposed solution such as monthly hosting fees, ongoing maintenance, or other recurring charges. The annual percentage increase will be used to determine the potential increase in cost to these services over time. **Only Costs identified in the table below will be allowed under this contract.**

**Instructions:** List each recurring cost associated with the solution and if applicable, the forecasted annual increase of these costs from the proposed Program Management Plan including associated REQ ID's from Attachment G. You may add lines to the table as needed.

Recurring Cost Description	Annual Cost	% Annual Increase
Campaign Management	\$42,000	0%
Website Maintenance	\$12,000	0%
Reporting	\$5,000	0%
<b>Total Annual Cost:</b>	<b>\$59,000</b>	

**Discount Table:** This table is intended to identify any discounts Bidder may wish to offer. Applicable discounts may be considered as part of the cost evaluation.

**Instructions:**

List all discounts applicable to this project. Please indicate if the discount is a dollar amount or a percentage applied to the project or service within the project.

Discount Description	Total	Percentage
Government rates will be used for this project which provides a 20% discount from Market Rates	\$ -	20%
	\$ -	
	\$ -	
<b>Total Discount</b>	<b>\$ -</b>	



**Hourly Rate(s) Table:** This table is intended to identify any hourly rates that Bidder intends to charge in the performance of services outside of the Milestones, and the associated hours potentially needed to accomplish those tasks. The annual percentage increase will be used to determine the potential increase in cost to these services over time. **Only Hourly Rates identified in the table below will be allowed under this contract.**

**Instructions:**

List all hourly rates applicable to this project. Please indicate if the rates will be by position, or by the specific task type being accomplished within the project.

Hourly Task Description	Hourly Rate	Estimated Hours	% Annual Increase
Founder & President	\$240.00	30	2%
Vice President	\$220.00	60	2%
Director (Creative, Media, ESJ)	\$200.00	420	2%
Sr. Project Manager	\$175.00	375	2%
Project Manager	\$155.00	225	2%
Specialist (Head writer, Research Analyst, Art Director, Media)	\$120.00	175	2%
Web Developer	\$210.00	130	2%
Graphic Designer	\$95.00	175	2%
Billing and Account Receivable Specialist	\$95.00	50	2%
Intern	\$44.00	0	2%
<b>Total Hourly Costs &amp; Hours</b>		1640	





## ATTACHMENT I - BIDDER'S CONTRACT ISSUES LIST

Competitive Solicitation:	<b>#23-01</b>
Bidder:	<u>The Vida Agency</u> <i>Type/print full legal name of Bidder</i>

**Instructions.** Issues, concerns, exceptions, or objections to any of the terms or conditions contained in *Attachment H – Contract* must be documented by bidders in the Contract Issues List provided below. The *Contract Issues List* frames discussions between the AGO and Bidders regarding the terms and conditions contained in the Contract. In completing the *Contract Issues List*, Bidders must describe, in business terms, a concern, exception, or objection and then propose a compromise that is reasonable in light of the commitment being sought by the AGO. The *Contract Issues List* must provide the reason or rationale supporting the issue.

- **Redlined Documents Will Not Be Reviewed.** Do not provide a redlined Contract, paragraph, or clauses. Redlined text may result in the AGO making potentially inaccurate assumptions about what Bidders' specific issues or concerns might be.
- **Standard Bidder Contract Will Not Be Reviewed.** Do not provide a copy of a Bidder's or a third party's standard contract or proposed language.
- **No Substantial Changes.** Bidders are cautioned that this is a competitive solicitation for a public contract and that the AGO **cannot and will not accept a bid or enter into a Contract that substantially changes the material terms and conditions set forth in this Competitive Solicitation and Contract.** Bids that are contingent upon the AGO making substantial changes to material terms and conditions set forth in the RFP or Contract may be determined to be non-responsive. The AGO will consider the number and nature of the items on the bidders' *Contract Issues List* in determining the likelihood of completing a Contract with such bidder.

CONTRACT ISSUES LIST			
Item	Specify the Contract Section #	Issue	Bidder's Proposed Solution/Rationale
1.		The Vida Agency finds no issues or objections to the terms and conditions laid out in Attachment H – Contract.	

Return this Bidder's Contract Issues List to Procurement Coordinator at:  
[Contracts@atg.wa.gov](mailto:Contracts@atg.wa.gov)

