



## **Request for Qualifications and Quotations (RFQQ)**

**Number HBE 17-001**

**Printing and Mailing Services**

**RFQQ RELEASE DATE:**  
May 1, 2017

## 1. INTRODUCTION and OVERVIEW

### 1.1. Acquisition Purpose and Authority

The Washington Health Benefit Exchange (hereafter called WAHBE) is initiating this Request for Quotations and Qualifications (RFQQ) to obtain one or more qualified printing vendors who can successfully meet WAHBE's full-service printing and mailing needs.

WAHBE issues this RFQQ under the authority under chapter 43.71 RCW, which established the Washington Health Benefit Exchange Board, and the Health Benefit Exchange.

### 1.2. Background and General Information

The Washington Health Benefit Exchange was created by state statute in 2011 as a public-private partnership. WAHBE is responsible for the operation of *Washington Healthplanfinder* (HPF) – an easily accessible, online marketplace for individuals, families, and small businesses to find, compare, and enroll in Qualified Health Plans (QHP) and Washington Apple Health (Medicaid).

*Washington Healthplanfinder* offers Washington state residents:

- Side-by-side comparisons of Qualified Health and Dental Plans
- Tax credits or financial help to pay for co-pays and premiums
- Expert customer support offered online, by phone, or in person through local organizations or insurance brokers.

Since becoming the single point of entry for Washington Apple Health and QHP customers through WAHBE's HPF system, the Exchange serves more than 1.8 million residents annually. As of November 2016, more than 168,000 Washington residents were enrolled in Qualified Health Plans and more than 1.6 million were enrolled in Washington Apple Health.

For further information on HBE, please use the following link: <http://wahbexchange.org/about-us/what-exchange/>

### 1.3. Vendor Information and Eligibility

Most printing and mailing needs come from correspondence that is generated daily from the *Washington Healthplanfinder* (see Section 2 - Service Category 1). The largest volume of printing occurs around the WAHBE open enrollment period (November 1 – January 31) as well as the end of January when 1095-A tax forms are created and mailed.

Additional WAHBE print needs, as described in Section 2 - Service Category 2, support WAHBE marketing and communication efforts.

This procurement is open to those Vendor organizations which satisfy the minimum mandatory qualifications stated herein and which are available for work in Washington State.

This RFQQ may result in the award of a single or multiple contracts. Based on the evaluation of responses, and the determination of need by WAHBE, there may be one or multiple Contracts awarded for both service Categories 1 and 2, as defined in Section 2. Vendors may submit for either service category, or both categories, in a single proposal.

#### 1.4. Period of Performance

The period of performance of any Contract(s) resulting from this RFQQ begins January 1, 2018 and ends June 30, 2019 (18 months). HBE, at its sole discretion, may extend the period of performance through June 30, 2024 in whatever time increments HBE deems appropriate.

#### 1.5. Award

Under no circumstances shall the contractor perform any work until a Contract has been fully executed. Any work performed before execution is at the contractor's risk and expense. WAHBE is under no obligation to pay, and may be legally prohibited from paying, for any work performed prior to the start date of the contract and Statement of Work.

#### 1.6. Funding

Any contract awarded as a result of this procurement is contingent upon the availability of funding. WAHBE does not guarantee any minimum compensation or work to the contractors selected through this RFQQ.

#### 1.7. Procurement schedule

This RFQQ is being issued under the following schedule. The Response deadlines are mandatory. Failure to meet any of the required deadlines (dates and times) will result in disqualification from participation.

Item	Action	Date
1	WAHBE issues Request for Quotes and Qualifications	May 1, 2017
2	<a href="#">Vendor Conference</a> via Webinar – 1:00pm PT	May 9
3	Vendors may submit written questions until 3:00pm PT	May 12
4	WAHBE will issue responses in an Addendum by 3:00pm PT	May 19
5	Vendors must submit Responses to RFQQ by 3:00pm PT	May 31
6	WAHBE evaluation of Responses	June 1 - 16
7	Site Visits (for top-scoring vendors only)	July 5 - 7
8	WAHBE notifies Apparently Successful Vendors (ASV) and begins negotiations. WAHBE also notifies unsuccessful Vendors.	By July 28
9	Vendor Debriefings	July 31 – August 4
10	Contract(s) Execution	November 1
11	Services Start Date	January 1, 2018

The Schedule outlines important dates for action. WAHBE reserves the right to revise this Schedule. Items 1-5 may be revised at any time by written addendum. Dates listed for items 6-11 are approximate and may be changed at any time without notice.

**2. SCOPE OF WORK AND DELIVERABLES**

Vendor shall provide services, tools, and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

**2.1. Service Category 1 -**

- 2.1.1.** HBE’s HPF automatically processes and generates correspondence on a daily basis. Vendor shall receive PDF ready-to-print files from the HBE system integrator, print and mail the correspondence within one business day.
- 2.1.2.** Vendor shall print HBE correspondence on 8.5” x 11”, 20-lb. white paper, double-sided in black ink. The first page of each correspondence shall contain the WAHBE color logo. Paper must be 92 brightness or greater.
- 2.1.3.** Unless otherwise noted, Vendor shall fold and insert correspondence into double window envelopes.
- 2.1.4.** Vendor shall be responsible for ordering and storing double window envelopes for HBE correspondence in the following sizes: 6” x 9”, 6” x 9.5”, and number 10.
- 2.1.5.** Vendor shall update addresses that do not match the NCOA database, apply the new address on the envelope and provide report to HBE of all updated addresses.
- 2.1.6.** Vendor shall insert Business Reply envelopes with specifically identified correspondence, as needed.
- 2.1.7.** Vendor shall insert other types of inserts such as infographics with correspondence as needed.
- 2.1.8.** Vendor shall print and postmark 1095-A tax forms no later than January 31 of each year.
- 2.1.9.** Vendor shall produce reports for all daily print jobs and other ad-hoc reports as requested by HBE. Reports must include, at minimum, the data shown in ATTACHMENT 1 – Reporting Requirements.
- 2.1.10.** Vendor shall comply with all other requirements as specified in Exhibit B.

TABLE 1 – Estimated Printing Volumes (based on 2016 actual volumes)

Functional Area	Number of Templates	Average Pages Per Template	Number of Prints	Comments
Small Business Health Options Program	16	2	815	Correspondence sent to small employers purchasing insurance through the Exchange - provided in English and Spanish
Eligibility & Enrollment	18	15	3,799,495	Correspondence sent to individuals enrolled in health insurance through the Exchange in English, Spanish, Korean, Cambodian, Laotian, Vietnamese, Chinese, Russian, and Somali
Financial Management	3	2	556	Employer invoices, late notices, and receipts sent to Exchange enrollees
Administrative	3	2	224,594	Correspondence sent to HPF users
1095-A Tax Form	1	4	175,000	Most are printed in January
<b>Total</b>	<b>40</b>		<b>4,200,460</b>	

**Service Category 2 -**

- 2.1.11. Vendor shall produce on-demand marketing materials for WAHBE including, but not limited to: company letterhead; business cards; brochures; booklets; sandwich boards; decals; signs; banners; and posters. These materials shall be printed as full color documents unless otherwise noted. Table 2 identifies the large-quantity items historically ordered by HBE under this category.
- 2.1.12. Turnaround time for completion and delivery of service category 2 materials shall not exceed 3 (three) business days unless otherwise negotiated at time of order.

TABLE 2 - Estimated Printing Volumes (based on 2016 actual volumes)

<b>Item</b>	<b>Number of Templates (1 page per template)</b>	<b>Annual Printing Volume</b>
Business Cards/Contact Cards - 3.5" x 2", Full Color, full bleed	2	10,000
User Guide Booklets – 7" x 9", full color, full bleed. Consists of 6 pages, printed front and back, plus a glossy, full color front and back cover and side-stapled.	2	5,500
ABC's of Healthcare Booklet – 7" x 9", full color, full bleed. Consists of 8 pages, printed front and back, plus a glossy, full color front and back cover and side stapled.	2	12,000
Enrollment Guide Booklet – 8.5" x 11" full color, full bleed. Consists of 16 pages, printed front and back, plus a glossy, full color front and back cover and side stapled.	2	10,000
Roadmap to Health Brochure – 8.5" x 11" tri-fold, full color glossy, full bleed	1	12,000
Direct Mail Leaflets/ Letter Inserts – 8.5" x 11" full color	3	600,000 (3 printings per year at 200,000 each)
<b>Total</b>	<b>12</b>	<b>695,500</b>

2.2. For both Category 1 and Category 2, the number of correspondence is subject to change as regulations and business needs require. However, significant changes are not expected. Estimated usage data as stated herein shall not bind HBE to the purchase of said quantities. HBE does not guarantee any minimum purchase.

If a single vendor is awarded both Service Category 1 and Service Category 2, separate invoicing for each category is required.

### 3. GENERAL INFORMATION

#### 3.1. Communication through RFQQ coordinator

Upon release of this RFQQ, all Vendor communications concerning this solicitation must be directed to the RFQQ Coordinator listed below. If the Vendor communicates with any other employees of the Washington Health Benefit Exchange concerning this RFQQ, unless such communication is otherwise required or allowed by law or written WAHBE policy, WAHBE may disqualify the Vendor from responding to this RFQQ.

Erin Hamilton, CPPB  
Health Benefit Exchange  
HBE Contracts Office  
RE: HBE16-006  
Email: [contracts@wahbexchange.org](mailto:contracts@wahbexchange.org)

Reponses should be based on the material contained in the RFQQ, any related amendments/addenda, and any questions and written answers directed through the RFQQ Coordinator. All oral communications will be considered unofficial and non-binding on WAHBE. Vendors should rely only on written statements issued by the RFQQ Coordinator or his designee.

#### 3.2. Optional Vendor Conference

WAHBE will conduct an optional vendor conference via “Skype for Business”. The vendor conference is optional for entities interested in submitting a proposal. Individuals may submit written questions to the RFQQ Coordinator only prior to and following the vendor conference until the cut-off date for questions noted in Section 1.7 – *Procurement Schedule*. Individuals may also ask questions during the vendor conference.

##### **Vendor Conference Call-In Information:**

Date: Tuesday, May 9, 2017  
Time: 1:00pm PT  
Link: <https://meet.lync.com/wahbexchange/hamile/897V51GB>  
Phone #: 1-719-955-0562  
Passcode: 602999

Verbal responses to questions provided during the vendor conference will be considered unofficial and non-binding. Written responses to vendor questions will be posted as a numbered addendum on Washington’s Electronic Business Solution (WEBS) system and on the WAHBE procurement webpage within a reasonable time after the vendor conference. The name of the vendor that submitted the question(s) will not be identified. Only written responses posted to the WEBS and WAHBE webpage will be considered official and binding.

#### 3.3. Vendors’ Questions and WAHBE Responses

Vendor questions regarding this RFQQ will be accepted until the dates and times specified in RFQQ Section 1.7: *Procurement Schedule*. Early submission of questions is encouraged. Vendor questions must be submitted in writing via e-mail to the RFQQ Coordinator at the email address listed in Section 3.1 above.

WAHBE’s official written answers to the Vendor’s questions will be posted to Washington Electronic Business Solution (WEBS) website at <https://fortress.wa.gov/ga/webscust/> Please check WEBS regularly for updates, amendments and other RFQQ addenda.

The Vendor that submitted the questions will not be identified. Verbal responses to questions will be non-binding on WAHBE. Only written responses posted to WEBS and WAHBE’s Procurement Web Site will be considered official and binding.

Vendors are requested to use the following format when submitting their written questions

Question #	Document Name	Section # and Title	Page or Paragraph#	Question

### 3.4. E-MAIL

E-mail is to be used for all communications required in this RFQQ. WAHBE may also communicate with the Vendor utilizing the same methods. WAHBE will also post any formal communications to WEBS and to the WAHBE Web site at [www.wahbexchange.org/about-the-exchange/what-is-the-exchange/vendor-procurements](http://www.wahbexchange.org/about-the-exchange/what-is-the-exchange/vendor-procurements)

WAHBE does not take responsibility for any problems in the e-mail or Internet delivery services, either within or outside WAHBE. The Vendor is responsible for ensuring timely and complete delivery of any communications related to this RFQQ.

### 3.5. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

WAHBE is subject to Washington State’s Public Records Act (Chapter 42.56 RCW). Vendor’s Response can be disclosed through the process set forth in this section. Portions of a Vendor’s Response may be protected from disclosure through the process set forth in this section.

**A Vendor cannot restrict its entire Response or entire sections of the Response from disclosure. A Vendor also cannot restrict its pricing from disclosure. Attempts to restrict disclosure using footer on every page to restrict disclosure will not be honored and may require the Vendor to resubmit the Response or subject the Vendor to disqualification.**

If the Vendor wants to protect any Proprietary Information that is included in its Response from disclosure, the information shall be clearly designated by the Vendor as Proprietary Information. “Proprietary Information” is defined as information owned by Vendor to which Vendor claims a protectable interest under law. Propriety Information may include, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws. To the extent consistent with Chapter 42.56 RCW, the Public Records Act, WAHBE shall maintain the confidentiality of Vendor’s information marked Proprietary Information. If a public disclosure request is made to view Vendor’s Proprietary Information, WAHBE shall notify Vendor of the request and of the date that the Proprietary Information shall be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor fails to obtain a court order enjoining disclosure, WAHBE will release the Proprietary Information on the specified date.

WAHBE's sole responsibility shall be limited to maintaining the Vendor's identified Proprietary Information in a secure area and to notify Vendor of any request(s) for disclosure for so long as WAHBE retains Vendor's information in WAHBE records. Failure to label materials as Proprietary Information or failure to timely respond after notice of a public disclosure request has been given shall be deemed a waiver by Vendor of any claim that such materials are exempt from disclosure. All requests for information should be directed to the RFQQ Coordinator.

### **3.6. COSTS OF RESPONSE PREPARATION**

WAHBE will not pay any Vendor costs associated with preparing or presenting any Response in response to this RFQQ.

### **3.7. RFQQ Response Property of WAHBE**

All materials submitted in response to this solicitation become the property of WAHBE, unless received after the deadline in which case the Response is returned to the sender. WAHBE has the right to use any of the ideas presented in any material offered. Selection or rejection of a Response does not affect this right.

### **3.8. RECEIPT OF INSUFFICIENT COMPETITIVE RESPONSES**

If WAHBE receives insufficient Responses as a result of this RFQQ, WAHBE management reserves the right to select the Vendor or Vendors which best meet WAHBE's needs.

### **3.9. WAIVER OF MINOR IRREGULARITIES**

Read all instructions carefully. If the Vendor does not comply with any part of this RFQQ, WAHBE may, at its sole option, reject the Vendor's Response as non-responsive. WAHBE reserves the right to waive minor irregularities contained in any Response.

### **3.10. ERRORS IN RESPONSE**

Vendors are liable for all errors or omissions contained in their Responses. Vendors will not be allowed to alter Response documents after the deadline for Response submission. WAHBE is not liable for any errors in Responses. WAHBE reserves the right to contact Vendor for clarification of Response contents.

In those cases, where it is unclear to what extent a requirement or price has been addressed, the evaluation team(s) may, at their discretion and acting through the RFQQ Coordinator, contact a Vendor to clarify specific points in the submitted Response. However, under no circumstances will the responding Vendor be allowed to make changes to the proposed items after the deadline stated for receipt of Responses.

### **3.11. RFQQ AMENDMENTS**

WAHBE reserves the right to amend this RFQQ. Amendments and all communications regarding this RFQQ will be posted to the Washington Electronic Business Solution (WEBS) website at <https://fortress.wa.gov/ga/webscust/>



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

### **3.12. WITHDRAWAL OF RESPONSE**

Vendors may withdraw a Response that has been submitted at any time up to the Response due date and time (identified in Section 1.7: *Procurement Schedule*). To accomplish Response withdrawal, a written request signed by an authorized representative of Vendor must be submitted to the RFQQ Coordinator. After withdrawing a previously submitted Response, Vendor may submit another Response at any time up to the Response submission due date and time.

### **3.13. RIGHT TO CANCEL**

With respect to all or part of this RFQQ, WAHBE reserves the right to cancel or reissue at any time without obligation or liability.

### **3.14. RIGHT TO REJECT ALL RESPONSES**

WAHBE may, at any time and at its sole discretion and without penalty, reject any and all Responses and issue no contract as a result of this RFQQ.

### **3.15. AUTHORITY TO BIND WAHBE**

WAHBE Chief Executive Officer and WAHBE Chief Executive Officer's designees are the only persons who may legally commit WAHBE to any contracts. The Contractor shall not incur, and WAHBE shall not pay, any costs incurred before a Contract and authorizing Work Order are fully executed.

### **3.16. CONTRACT EXECUTION**

The Apparently Successful Vendor will be expected to sign a contract substantially the same as the contract included in this RFQQ as Attachment 2 - Sample Contract. The contract will also incorporate this RFQQ and the successful response.

Either party may propose additional contract terms and conditions during negotiation of the final contract. However, proposed language alternate to the attached Sample Contract must be included in your Letter of Submittal. You may not substitute your contract for the HBE contract.

If the Apparently Successful Vendor fails to sign the final contract within ten (10) calendar days of delivery, HBE may revoke the award and award the contract to the next-highest-ranked Vendor.

### **3.17. STATEMENT OF WORK**

The Statement of Work is a description of the work which the Contractor will perform, including but not limited to deliverables, outcomes, schedule, and price, capacity, and staff resources. The initial Statement of Work is incorporated in the contract by reference. Additional Statements of Work, unique to each assignment, may be added to and incorporated in the contract by amendment. More than one Statement of Work may be active in any given period.

## 4. INSTRUCTIONS TO VENDORS

Vendors must follow these instructions exactly or their Response may be deemed non-responsive.

### 4.1. RESPONSE FORMAT

Responses must provide complete, concise information regarding the Vendor's experience and ability to provide the skill sets requested.

- 4.1.1. The Letter of Transmittal and RFQQ responses are to be submitted via email in unrestricted Word, Excel or "Pdf" format.
- 4.1.2. State responding organization's name on the first page of all RFQQ responses.
- 4.1.3. Pages are to be formatted as standard 8.5" x 11" white paper. Font size can be no less than 11 point. Margins can be no less than 1 inch. Each page must be numbered.
- 4.1.4. Figures and tables must be numbered and referenced in the text of the Response by that number. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible.
- 4.1.5. The Response, as well as any reference materials presented by Vendor, must be written in English and Vendor must provide all rates in United States dollars.
- 4.1.6. The RFQQ response must be provided in the order given in Section 4.2.1 through 4.2.5. Title and number each item in the same way it appears instructions.
- 4.1.7. The Vendor must respond to every element, except where otherwise stated. Responses must provide complete, concise information regarding the Vendor's experience and ability to provide the skill sets requested.

### 4.2. RESPONSE CONTENTS

Responses must contain all the following elements, in the order given, to be considered responsive:

#### 4.2.1. Letter of Transmittal (Mandatory, Pass/Fail)

A Letter of Transmittal should be prepared on Vendor letterhead and signed by an individual who is authorized to commit the Vendor to the services and requirements as stated in this RFQQ. The Letter of Transmittal must be submitted as a separate document and include, in the order given:

- 4.2.1.1. Identifying information about the Vendor to include the following:
  - The Vendor's business name, address, telephone number, email address (if any), and fax number.
  - The legal status of the bidding entity (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized as it now substantially exists.
  - The name, address, email address and telephone number of any sole proprietor, and of the partners or principal officers, as appropriate.
  - The name, telephone number, and email of the person who will have primary contact with the Health Benefit Exchange in carrying out the responsibilities of this Contract.
  - The name(s) and titles, and contact information of all persons authorized to speak on behalf of the Vendor on matters related to this procurement.
  - The name and address of the entity that receives legal notices for the Vendor.
- 4.2.1.2. Provide a statement affirming that by submitting a response to this solicitation, the Vendor and its key subcontractors represent that they are not in arrears in

the payment of any obligations due and owing the State of Washington, including the payment of taxes and employee benefits, and that it shall not become in arrears during the term of the Contract if selected for Contract award.

- 4.2.1.3.** The Vendor's Washington Uniform Business Identification (UBI) number. The Vendor must be licensed to do business in the state of Washington before any resulting Contract is executed. Provide the Vendor organization's UBI number issued by the Washington State Department of Licensing or an affirmation that the organization will obtain a business license before executing a Contract.
- 4.2.1.4.** State Vendor's Federal Employer Tax Identification Number. If Vendor is a sole proprietor, they may use the following format when submitting the Federal ID number: xxx-xx-1234. For the "1234", please use the last 4-digits of Vendor's social security number. If the Vendor is selected as a successful Vendor, WAHBE will send a W-9 to obtain the complete Federal ID/SSN number.
- 4.2.1.5.** If the Vendor or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and Project description and/or other information available to identify the contract.
- 4.2.1.6.** Conflict of Interest information:
- If any of the Vendor's or subcontractor's employees or officers were employed by WAHBE or the state of Washington during the last two years, state their positions within the organization, their proposed duties under any resulting Contract, their duties and position during their employment with WAHBE or the state, and the date of their termination from WAHBE/state employment.
  - If any owner, key officer, or key employee of the Vendor is related by blood or marriage to any employee of WAHBE or has a close personal relationship to same, identify all the parties, identify their current or proposed positions, and describe the nature of the relationship.
  - Vendor must disclose if they have a business relationship with any current major WAHBE contractor.
  - If the Vendor is aware of any other real or potential conflict of interest, the Vendor must fully disclose the nature and circumstances of such potential conflict of interest. If, after review of the information provided and the situation, WAHBE determines that a potential conflict of interest exists, it may, at its sole option, disqualify the Vendor from participating in this procurement. Failure to fully disclose any real or potential conflict of interest may result in the disqualification of the Vendor or the Termination for Default of any contract with the Vendor resulting from this procurement with the Vendor.
- 4.2.1.7.** Vendors must indicate whether they have had a contract terminated for default in the last five years. Termination for Default is defined as a notice to stop work due to the Vendor's nonperformance or poor performance, where the issue of performance was either not litigated due to inaction on the part of the Vendor, or litigated and determined that the Vendor was in default.

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

- 4.2.1.8. The page numbers and names of any Response elements being claimed as “Proprietary” or “Confidential” (see Section 3.5). Include an explanation for each claim of confidentiality.
- 4.2.1.9. Any alternate contract language the Vendor wishes to propose (see section 3.16). If alternate contract language is longer than one page, attach it to your Letter of Submittal as a separate document. If none is proposed, it will be assumed that the contract will be accepted without change.
- 4.2.1.10. A list of all RFQQ amendments received by amendment issue date. If no RFQQ amendments were received, write a statement to that effect. Vendor questions/ WAHBE responses are considered an amendment to the RFQQ.
- 4.2.1.11. A detailed list of all materials and enclosures being sent in the Response.

**4.2.2. Certifications and Assurances (Mandatory, Pass/Fail)**

Certifications and Assurances (Exhibit A) signed by a person authorized to bind the Vendor to a contract.

**4.2.3. References (Mandatory; Pass/Fail)**

Include three (3) Business References for the Vendor/Firm. List names, addresses, telephone numbers, and e-mail addresses of three (3) business references for which the firm has provided professional staff services similar to those required by WAHBE. Describe the type of services provided, project duration, and primary contact person.

Please confirm that the reference clients are aware that WAHBE may contact them. By submission of the references, the Vendor grants permission to WAHBE to contact the references and others who may have pertinent information. Do not include current WAHBE staff as references. WAHBE may evaluate additional references at WAHBE’s discretion.

The Vendor and any staff proposed through a Statement of Work to provide services must grant permission to WAHBE to contact references, and others for whom services have been provided. Vendor References will be contacted and scored for the top-ranking response(s) only.

**4.2.4. Written Summary of Qualifications and Experience of Vendor (Mandatory, Scored)**

Complete the “Proposal Response Worksheet” provided in Exhibit B and attach responses to the questions listed in sections 2 and 3.

**4.2.5. Cost Proposal (Mandatory; Scored)**

Complete the “Cost Proposal Worksheet(s)” provided in Exhibits C and/or D as applicable for the service category(ies) you are responding to.

### 4.3. Delivery of Responses

Email Response(s) to:

Erin Hamilton, CPPB  
RFQQ Coordinator  
Health Benefit Exchange  
HBE Contracts Office  
RE: HBE16-006  
Email: [contracts@wahbexchange.org](mailto:contracts@wahbexchange.org)

The Response must arrive at WAHBE, to the RFQQ Coordinator, no later than 3:00pm, PST, on the Response Due Date stated in the in Section 1.7. - *Procurement Schedule*.

Late Responses will not be accepted and will automatically be disqualified from further consideration.

WAHBE does not take responsibility for any problems in the email delivery services. The responding Vendor is responsible for ensuring delivery in accordance with the specifications in this RFQQ. Transmission of the Response to any other email address is not equivalent to receipt by WAHBE.

## **5. SCREENING, EVALUATION, AND AWARD**

### **5.1. Administrative Screening**

Administrative Screening occurs with initial submission of the RFQQ response documents. The RFQQ Coordinator will review responses (including attachments) on a pass/fail basis for compliance with RFQQ Administrative requirements. WAHBE reserves the right to ask for clarification of any information contained in the submittal (including attachments). Non-responsive RFQQ responses will be eliminated from further evaluation. Evaluation teams will only evaluate Responses meeting all administrative requirements.

### **5.2. Evaluation Process**

#### **5.2.1. Review of Mandatory Requirements**

Evaluators will score all RFQQ responses that pass the review of mandatory requirements. The evaluators will consider how well each RFQQ response communicates the Vendor's experience, capacity, and ability to meet the needs of HBE. It is important that the RFQQ response be clear and complete. RFQQ responses that do not meet a mandatory requirement will be rejected as non-responsive.

In those cases where it is unclear to what extent a requirement has been addressed, the evaluation team(s) may, at their discretion and acting through the RFQQ Coordinator, contact a Vendor to clarify specific points in the submitted Response. However, under no circumstances will the responding Vendor be allowed to make changes to their submittal after the deadline stated for receipt of Responses.

The HBE reserves the right to determine at its sole discretion whether Vendor's response to Mandatory requirements is sufficient to pass. If, however, all responding Vendors fail to meet any single Mandatory item, the HBE reserves the following options: (1) cancel the procurement, or (2) revise the Mandatory item unless HBE determines that it is in its best interest to eliminate that mandatory requirement for all Vendors.

#### **5.2.2. Proposal Scoring**

Evaluators will assign points based upon the Vendor's response to scored elements of Section 4.2. Evaluators will score each element up to the maximum number of points listed below. All evaluator scores will then be averaged for the final score.

Cost will be scored based on the Vendor's response to Section 4.2.5, with the lowest overall cost presented receiving the highest cost score.

References will be contacted for the top scoring Vendors only. WAHBE reserves the right to check additional references.

Top scoring finalists from the written evaluation phase will be moved forward to provide in-person oral presentations and/or site visits.

SCORED ELEMENT	MAXIMUM POSSIBLE POINTS
Cost Proposal	80 points
Qualifications	15 points
Value-Added Services	5 points
<b>Final Score</b>	<b>100 points</b>

**5.2.3. Oral Presentations and/or Site Visits**

A visit to Vendor’s business location(s) and/or Oral presentations may be used in determining the winning response(s). WAHBE will contact the top-scoring Vendors from the written evaluation phase to schedule a date, time, and location. Commitments made by the Vendor at the site visit or oral interview, if any, will be considered binding.

Evaluators will independently score site visits and/or oral presentations and will meet to reach a consensus score. The scores from the written responses will not carry forward. If held, the results of the site visits and/or oral presentations shall determine the Apparently Successful Vendor.

**5.3. Award**

**5.3.1. Selection**

The Apparent Successful Vendor (ASV) will be the Vendor who: (1) meets all the requirements of this RFQQ; (2) is one of the top scoring finalists as described in Section 5.2.2.; and (3) receives the highest consensus score from oral presentations as described in Section 5.2.3.

**5.3.2. Notice of Award**

WAHBE will notify all Vendors who submit a Response of the selection of the Apparently Successful Vendor.

**5.4. Optional Vendor Debriefing**

Only Vendors who submit a Response may request an optional debriefing conference to discuss the evaluation of their Response. The requested debriefing conference shall occur on or before the date specified in Section 1.7: *Procurement Schedule*. The request shall be in writing (e-mail acceptable) addressed to the RFQQ Coordinator.

The optional debriefing will not include any comparison between Vendor’s Response and any other Responses submitted. However, WAHBE will discuss the factors considered in the evaluation of the requesting Vendor’s Response and address questions and concerns about Vendor’s performance with regard to the solicitation requirements. The debriefing conference may take place in-person or by telephone.

A Vendor may submit a protest only after a debriefing conference has been both requested and held with that Vendor.

**5.5. Protest Procedures**

Vendors who have submitted a Response to this solicitation and have had a debriefing conference may make protests. Upon completion of the debriefing conference, a

Vendor is allowed five (5) Business Days to file a formal protest of the solicitation with the RFQQ Coordinator.

#### **5.5.1. Grounds for Protest**

Protests may be made after WAHBE has announced the Apparently Successful Vendor (ASV) and after the protesting vendor has had a debriefing conference with WAHBE. Protests may be made on only these grounds:

- Arithmetic errors were made in computing the score.
- WAHBE failed to follow procedures established in the solicitation document, or applicable state or federal laws or regulations; or.
- There was bias, discrimination, or conflict of interest on the part of an evaluator.

#### **5.5.2. Protest Process**

##### **5.5.2.1. Procedure**

This protest procedure is available to Vendors who submitted a Response to this solicitation and have received a debriefing conference.

Protests are made to WAHBE after WAHBE has announced the ASV. Vendor protests shall be received, in writing, by WAHBE within five (5) Business Days after the Vendor debriefing conference.

##### **5.5.2.2. Grounds for protest**

Only protests based on the criteria listed below will be considered:

- Arithmetic errors were made in computing the score;
- WAHBE failed to follow procedures established in the solicitation document, or applicable state or federal laws or regulations; or
- There was bias, discrimination or conflict of interest on the part of an evaluator.

##### **5.5.2.3. Format and Content**

Vendors making a protest shall include in their written protest to WAHBE all facts and arguments upon which the Vendor relies, and shall be signed by a person authorized to bind the vendor to a contractual relationship. Vendors shall, at a minimum, provide:

- Information about the protesting Vendor; name of firm, mailing address, phone number and name of individual responsible for submission of the protest;
- Information about the acquisition; WAHBE reference number (HBE17-001), acquisition method, WAHBE Coordinator;
- Specific and complete statement of WAHBE action(s) being protested;
- Specific reference to the grounds for the protest; and
- Description of the relief or corrective action requested.



#### **5.5.2.4. WAHBE Review Process**

Upon receipt of a Vendor's protest, WAHBE will postpone signing a Contract with the ASV until the Vendor protest has been resolved.

WAHBE will perform an objective review of the protest, by individuals not involved in the acquisition process being protested. The review shall be based on the written protest material submitted by the Vendor and all other relevant facts known to WAHBE.

WAHBE will render a written decision to the Vendor within five (5) Business Days after receipt of the Vendor protest, unless more time is needed. The protesting Vendor shall be notified if additional time is necessary.

#### **5.5.2.5. WAHBE Determination**

The final determination shall result in one of the following:

- Find the protest lacking in merit and uphold WAHBE's action; or
- Find only technical or harmless errors in WAHBE's acquisition process conduct, determine WAHBE to be in substantial compliance, and reject the protest; or
- Find merit in the protest and provide WAHBE with options that may include:
  - Correct errors and reevaluate all Responses; or
  - Reissue the solicitation document; or
  - Make other findings and determine other courses of action as appropriate
- Not require WAHBE to award the Contract to the protesting party or any other Vendor, regardless of the outcome.

The resulting decision is final; no further administrative appeal is available.

**6. EXHIBITS and ATTACHMENTS**

EXHIBIT A – CERTIFICATIONS AND ASSURANCES FORM (MANDATORY)

EXHIBIT B – PROPOSAL RESPONSE WORKSHEET (MANDATORY)

EXHIBIT C – COST PROPOSAL WORKSHEET – CATEGORY 1 (MANDATORY)

EXHIBIT D – COST PROPOSAL WORKSHEET – CATEGORY 2 (MANDATORY)

ATTACHMENT 1 – REPORTING REQUIREMENTS

ATTACHMENT 2 – SAMPLE CONTRACT

**EXHIBIT A**  
**CERTIFICATIONS AND ASSURANCES**  
**For RFQQ 17-001 Printing and Mailing Services**

**Issued by the Washington Health Benefit Exchange**

We make the following certifications and assurances as a required element of the Response, to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFQQ are conditions precedent to the award or continuation of the resulting Contract.

The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offer or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offer, directly or indirectly, to any other offer or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offer to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single Response or bid.

The attached Response is a firm offer for a period of 120 days following the Response Due Date specified in the RFQQ, and it may be accepted by WAHBE without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period. In the case of protest, our Response will remain valid for 180 days or until the protest is resolved, whichever is later.

In preparing this Response, we have not been assisted by any current or former employee of the Washington Health Benefit Exchange or the state of Washington whose duties relate (or did relate) to WAHBE's 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 Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

We understand that WAHBE will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of WAHBE, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the solicitation document.

We understand that any Contract awarded as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in Attachment 2, or substantially similar terms, if selected as a contractor. It is further understood that our standard contract will not be considered as a replacement for the terms and conditions appearing in Attachment 2 of this solicitation.

We (circle one) **are** / **are not** submitting proposed Contract exceptions (see Section 3.16 *Contract Requirements*).

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Vendor Signature

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Vendor Company Name

## EXHIBIT B

### PROPOSAL RESPONSE WORKSHEET

#### 1. Printing Qualifications

Vendors must confirm their firm's ability to comply with the following requirements as part of any resulting contract. Complete section 1.1 if proposing for service category 1, section 1.2 if proposing for service category 2, or both if proposing for both service categories 1 and 2.

##### 1.1. Service Category 1 Mandatory Requirements (Mandatory Pass/Fail)

Mandatory Requirements	Enter "yes" if vendor meets requirement
1. Printing facility is located in Washington state	
2. At least 5 years working expertise and competency in current technologies and techniques available in the printing industry	
3. Can produce routine, same-day turn-around of printed materials unless otherwise negotiated	
4. Can receive a print file in an industry standard format such as PDF, PostScript, and AFPDS	
5. Can receive and reproduce text, including word processing compatible graphics via electronic files (email, internet, disk or drive)	
6. Can support batch printing	
7. Can print, fold and insert correspondence into a #10 standard white, windowed envelope and meet postal regulations	
8. Can print, fold and insert correspondence into a 6x9 ½ white, windowed envelope and meet postal regulations	
9. Can print, fold and insert correspondence into windowed, flat envelopes for letters containing more than 17 pages (to meet postal regulations)	
10. Can print a color logo at the top of the first page of each correspondence	
11. Can produce barcodes on the correspondence that can be read by insertion equipment (as needed for future use)	
12. Can read barcodes and insert enclosures	
13. Can print designated supported languages (including special characters). Examples include, but are not limited to: Korean; Spanish; Cambodian; Laotian; Vietnamese; Chinese; Russian; and Somali	
14. Can receive print file and sort into categories of "like" print	

15. Can produce reports for all daily print jobs. Reports must include, at minimum, the data shown in ATTACHMENT 1 – Reporting Requirements	
16. Can produce ad-hoc reports for finance and other departments. Reports must include, at minimum, the data shown in ATTACHMENT 1 – Reporting Requirements	
17. Can identify and send certified mail	
18. Can identify and send registered mail	
19. Can box and ship undeliverable mail to HBE	
20. Can identify higher priority print	
21. Can produce ‘reprints’ as required	
22. Can print duplex or simplex	
23. Can print variable length letters	
24. Can print on cut sheet paper	
25. Can print on continuous feed paper	
26. Can receive and print “one-off” correspondence outside of regular daily print file	
27. Can print in batches of large and small quantities	
28. Can meet with HBE staff to resolve any print issues within 24 hour response time to meet critical print delivery dates	
29. Can print on perforated paper (invoice style)	
30. Can bundle correspondence based on address	
31. Can zip sort for mass mailing rate	
32. Can insert return envelopes	
33. Can print assorted paper colors and sizes in one letter, i.e.: a combination of 8 ½ X 11 and legal (media tray calls)	
34. Can identify mail requiring inserts	
35. Can pre-print and store correspondence (e.g. letterhead or templates) for later use	
36. Can print on “pre-printed” materials such as forms	
37. Can order and maintain adequate stock of envelopes to be used for mailing correspondence	
38. Can print a correspondence that contains variable data	
39. Can provide SFTP to transfer data files for “one-off” mailings	
40. Can verify a specific, individual document was printed and sent for mailing.	
41. Can accept address files, run against NCOA and CASS for verification, print addresses on correspondence, and provide WAHBE with a report of corrected addresses (if applicable).	

42. Can securely protect Personally Identifiable Information (PII)	
43. Can work as a partner and offer ways to maximize savings related to print/mail costs	
44. Can set up/manage postage account with USPS or other alternative postage method	
45. Can provide a monthly reconciliation of pre-paid postage against actual postage used	
46. Can reconcile any unused pre-paid postage at the end of contract and refund unused portions back to HBE	
47. Possesses an additional printing facility or has established partnership with other print vendor(s) to ensure continuity of operations and handle emergency requests.	
48. Can invoice separately if awarded both service categories	

**1.2. Service Category 2 Mandatory Requirements (Mandatory Pass/Fail)**

1. Printing facility located in Washington state	
2. At least 5 years working expertise and competency in current technologies and techniques available in the printing industry	
3. Routine three-day turn-around of printed materials unless otherwise negotiated	
4. Can receive a print file in an industry standard format such as PDF, PostScript, and AFPDS	
5. Can receive and reproduce text, including word processing compatible graphics via electronic files (email, internet, disk or drive)	
6. Can support batch printing	
7. Can print on non-standard size paper, including legal, 11x17, poster, folder	
8. Can produce envelopes, business cards, annual reports, brochures, tabletop signs, posters, folders, letterhead and stationery	
9. Can accommodate for black & white, color, full coverage or bleeds	
10. Can provide proofs of documents for review and prior approval by the HBE	
11. Can produce coil, hardcover, perfect, wire, and velo bindings	
12. Can meet with HBE staff to resolve any print issues within 24 hour response time to meet critical print delivery dates	
13. Ability for all packages, boxes, and cartons to be labeled as to contents, purchase order number, job order number and ordering department name	

14. Can provide daily (Monday through Friday 8 am to 4 pm) pick-up and delivery service, as needed	
15. Can print dynamic attachments and signature blocks	
16. Can store printed materials ordered by WAHBE until needed	
17. Can coordinate materials and ship to third party customers throughout the state	
18. Can provide a dedicated customer service representative who can manage and accurately track orders from various WAHBE departments and funding sources.	
19. Can produce ad-hoc reports for finance and other departments. Reports must include, at minimum, the data shown in ATTACHMENT 1 – Reporting Requirements	
20. Can invoice separately if awarded both service categories	

**2. Additional Qualifications (Mandatory/Scored)**

- 2.1. Attach a description of how you will ensure Personally Identifiable Information provided to you will be protected from unauthorized access and distribution.
- 2.2. Attach at least one example or case study that describes your ability and experience working collaboratively with customers to achieve efficiencies and/or cost savings. Contact information (name, phone, email) for the example(s) must be provided for verification purposes.
- 2.3. Attach at least one example of a time your firm showed flexibility and collaboration with a customer to resolve a problem, miscommunication, or delay. Describe the situation, your role in determining the resolution or alternate course of action, and the customer’s satisfaction with the result. Contact information (name, phone, email) for the example(s) must be provided for verification purposes.

**3. Value Added-Services (Desired/Scored)**

- 3.1. Describe any additional value-added services or support you will offer if awarded a contract including, but not limited to: quarterly business reviews; analysis of current business and recommendations for cost-saving initiatives; and strategies for decreasing the volume of returned mail.

## EXHIBIT C

### COST PROPOSAL WORKSHEET for CATEGORY 1

- The Vendor is to include in their cost proposal all direct and indirect costs associated with completing the project as described in Section 2 "Scope and Deliverables" including, but no limited to: administrative; facilities; travel; labor; licenses; reporting; and taxes. No additional charges for other expenses shall be allowed. Provide a proposed cost breakdown for this project:

<b><i>To be completed by Vendor (Mandatory/Scored)</i></b>		
<b>Item</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
<b>Printing Services</b>		
First page with color logo, b/w text, simplex, 20#	Sheet	
First page with color logo, b/w text, duplex, 20#	Sheet	
First page with b/w logo and text, simplex, 20#	Sheet	
First page with b/w logo and text, duplex, 20#	Sheet	
Additional pages, simplex b/w, 20#	Sheet	
Additional pages, duplex b/w, 20#	Sheet	
<b>Inserting Services</b>		
Fold, insert and seal 8.5x11 sheet into 6x9 or 6x9.5 envelope - first sheet	Envelope	
Fold, insert and seal 8.5x11 sheet into 6x9 or 6x9.5 envelope - additional sheets	Sheet	
#9 reply envelopes inserted into 6x9 or 6x 9.5	Envelope	
Manual insertion into a 6x9.5 or 9x11.5 envelope (10 or more sheets)	Envelope	
<b>Mailing Services</b>		
Mail Preparation (up to 10 sheets per correspondence)	Correspondence	
Mail Preparation (11 or more sheets per correspondence)	Correspondence	
Presort Services	Correspondence	
Move Update Service (NCOA)	Correspondence	
Address validation through CASS	Correspondence	

- Continued on Next Page -



<b>To be completed by Vendor (Mandatory/Scored)</b>		
<b>Item</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
<b>Envelope Costs</b>		
#9 reply envelope	Envelope	
6x9 double window, no print	Envelope	
6x9.5 double window, no print	Envelope	
9x11.5 double window, no print	Envelope	
6x9 double window w/one color imprint	Envelope	
<b>Miscellaneous Charges and Services</b>		
Processing for one time (ad hock) print job w/ variable data	Job	
Program Management fee for one time (ad hock) print job w/ variable data	Job	
Print full color insert, simplex, 8.5x11, 20#	Sheet	
Print b/w insert, simplex, 8.5x11	Sheet	
Insert, inserted with correspondence	Sheet	
Ad Hoc Reporting	Hour	
Testing of System Integration	Hour	
<b>Other Charges and Services</b>		
Other Items not listed (Specify): _____	(Specify) _____	
Other Items not listed (Specify): _____	(Specify) _____	
Other Items not listed (Specify): _____	(Specify) _____	
Other Items not listed (Specify): _____	(Specify) _____	
Other Items not listed (Specify): _____	(Specify) _____	
All other items not listed above	Percentage Discount from Regular Price	____%

- Attached a complete (non-discounted) "Price List" consisting of goods and services available to WAHBE beyond those described above. Rates/prices identified must be fully-burdened/full-loaded. No additional fees may be applied to the rates listed. Percentage discounts from regular price shall be applied to the rates listed on the Price List.

**EXHIBIT D**  
**COST PROPOSAL WORKSHEET for CATEGORY 2**

1. The Vendor is to include in their cost proposal all direct and indirect costs associated with completing the project as described in Section 2 “Scope and Deliverables” including, but no limited to: administrative; facilities; travel; labor; licenses; and taxes. No additional charges for other expenses shall be allowed. Provide a proposed cost breakdown and total cost for this project:

<i>To be completed by Vendor (Mandatory/Scored)</i>					
Item	Finished Size	Paper	Pages	Quantity per Order	Pricing
Full Color Letterhead	8 ½ x 11	Cut Sheet, 24#	1	500	
				1000	
				2500	
				5000	
Full Color, Fact Sheets or Brochures	8 ½ x 11, full bleed	Glossy, 24#	1 page, 2-sided	500	
				1000	
				2500	
				5000	
Full Color Business Cards	Standard	Matte, 80#	n/a	500	
				1000	
				2500	
				5000	
Posters	24 x 36, full bleed	Glossy	n/a	500	
				1000	
				2500	
				5000	
Envelopes	Standard #10 with printed color Logo	White	n/a	500	
				1000	
				2500	
				5000	
Set up fee for one-time (ad-hoc) print job with static data					

Other items not specified	Percentage Discount from Regular Price (Mandatory/Not scored)	
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2. Attached a complete (non-discounted) “Price List” consisting of goods and services available to WAHBE beyond those described above. Rates/prices identified must be fully-burdened/full-loaded. No additional fees may be applied to the rates listed. Percentage discounts from regular price shall be applied to the rates listed on the Price List.

**ATTACHMENT 1 – REPORTING REQUIREMENTS**

HBE requires the vendor to produce and provide reports on an as-needed basis for contract management and decision-making purposes. Below is an example of the information to be provided in the vendors reports. The exact format shown below is not required; it is for illustrative purposes only.

Sample Monthly Cost Report:

Invoice Period: July 1- July 31, 2017  
 Invoice Number: 123456

Correspondence ID	Correspondence Full Name	Quantity of Correspondence Mailed	Quantity of Correspondences Printed	Quantity of Pages Printed	Total Cost Printing*	Total Cost Postage	Average Pages per Correspondence	Average Print Cost per Correspondence*	Average Postage Cost per Correspondence	Total Average Cost per Correspondence
Correspondence A	Password change									
Correspondence B	Address Change									
Correspondence C	Enrollment									
Correspondence D	Eligibility Decision									
Correspondence E	General Correspondence									
Correspondence F	Yearly APTC Summary									
Correspondence G	WA Apple Health Denial									
Correspondence H	WA Apple Health Information Request									
Correspondence I	WA Apple Health Renewal									
Correspondence J	WA Apple Health Termination									
<b>Total</b>		-	-	-	\$ -	\$ -				

\* Print Costs include printing, toner, inserting, envelope, etc.

- Continued on next page -

Sample Letter Count by Month Reports:

**VOLUME by CORRESPONDENCE TYPE**

Correspondence ID	Correspondence Full Name	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Annual	Monthly Average
Correspondence A	Password change													-	
Correspondence B	Address Change													-	
Correspondence C	Enrollment													-	
Correspondence D	Eligibility Decision													-	
Correspondence E	General Correspondence													-	
Correspondence F	Yearly APTC Summary													-	
Correspondence G	WA Apple Health Denial													-	
	WA Apple Health Information													-	
Correspondence H	Request													-	
Correspondence I	WA Apple Health Renewal													-	
Correspondence J	WA Apple Health Termination													-	
Total		-	-	-	-	-								-	-

**PAGE COUNT by CORRESPONDENCE TYPE**

Correspondence ID	Correspondence Full Name	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Annual	Monthly Average
Correspondence A	Password change													-	
Correspondence B	Address Change													-	
Correspondence C	Enrollment													-	
Correspondence D	Eligibility Decision													-	
Correspondence E	General Correspondence													-	
Correspondence F	Yearly APTC Summary													-	
Correspondence G	WA Apple Health Denial													-	
	WA Apple Health Information													-	
Correspondence H	Request													-	
Correspondence I	WA Apple Health Renewal													-	
Correspondence J	WA Apple Health Termination													-	
Total		-	-	-	-	-								-	-

**ATTACHMENT 2 – SAMPLE CONTRACT**

**CONTRACT FOR FULL-SERVICE PRINTING AND MAILING SERVICES  
BETWEEN  
WASHINGTON HEALTH BENEFIT EXCHANGE  
AND**

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This Contract is made and entered into by and between the Washington Health Benefit Exchange hereinafter referred to as the “WAHBE” or “Exchange”, and the below named firm, hereinafter referred to as “Contractor,”

**(contractor name)**  
**(address)**  
**(city, state zip)**  
**Phone:**  
**FAX:**  
**Email:**  
**WA State UBI Number:**

**1. IT IS MUTUALLY AGREED THAT:**

The purpose of this contract is to provide the Washington Health Benefit Exchange with full-service printing and mailing services. The Contractor will perform the responsibilities and duties defined in Statements of Work, throughout the term of the resulting Contract.

**2. SPECIAL TERMS AND CONDITIONS**

Under no circumstances will contractors perform any work until this Contract and any subsequent Statement of Work (SOW) have been fully executed. Any work performed without a properly executed Contract, Statement of Work, or amendment will be at the Contractor’s risk. WAHBE is under no obligation to pay for work performed without properly executed authorization.

**3. DEFINITION OF TERMS**

The following terms as used throughout this Contract shall have the meanings set forth below.

“**Business Days and Hours**” shall mean Monday through Friday, 8:00 am to 5:00 pm, Pacific Time, except for holidays observed by the state of Washington.

“**Confidential Information**” shall mean information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes. HBE Confidential Information includes, but is not limited to: individual’s names; ages; residential addresses; email addresses; telephone numbers; Driver’s license number or Washington identification card number; financial information (e.g., profiles, social security numbers, income, credit card numbers, debit card numbers, electronic check numbers, card expiration dates, or bank or other financial account numbers, security codes, access codes, or passwords that would permit access to an individual’s financial account); medical data/personal health information; law enforcement records; or other records concerning the state’s citizens and businesses; information concerning recipients of services from public health agencies.

“**Contract**” shall mean this document, all schedules and exhibits, Statements of Work, and all amendments hereto.

**“Effective Date”** shall mean the first date this 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 this Contract.

**“Price”** shall mean charges, costs, rates, and/or fees charged for the Services under this Contract and shall be paid in United States dollars.

**“Product(s)”** shall mean any Vendor-supplied merchandise.

**“Proprietary Information”** shall mean information owned by Vendor to which Vendor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

**“Purchased Services”** or **“Services”** shall mean those Services and activities provided by Vendor to accomplish routine, continuing, and necessary functions as set forth in this Contract or a Statement of Work.

**“Print Order”** shall mean an HBE generated document that authorizes a specific purchase transaction, and sets forth the descriptions, quantities, any special pricing and discounts, date of performance or shipment, and other associated special terms and conditions. When accepted by the seller, it becomes binding under the terms of the contract on both parties.

**“Purchaser”** shall mean Washington Health Benefit Exchange, [HBE], any division, section, office, unit or other entity of HBE or any of the officers or other officials lawfully representing HBE.

**“HBE Contract Manager”** shall mean the person designated by Purchaser who is assigned as the primary contact person whom Vendor’s Account Manager shall work with for the duration of this Contract and as further defined in the section titled HBE Contract Manager.

**“RCW”** shall mean the Revised Code of Washington.

**“Response”** shall mean Vendor’s Response to HBE’s RFQQ for Printing Services.

**“Software”** shall mean the object code version of computer programs licensed pursuant to this Contract. Software also means the source code version, where provided by Vendor. Embedded code, firmware, internal code, microcode, and any other term referring to software residing in the equipment that is necessary for the proper operation of the equipment is not included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections.

**“Specifications”** shall mean the technical and other specifications set forth in the RFQQ, and any additional specifications set forth in Vendor’s Response.

**“Statement of Work”** or **“SOW”** shall mean a separate statement of the work to be accomplished by Vendor under the terms and conditions of this Contract.

**“Subcontractor”** shall mean one not in the employment of Vendor, who is performing all or part of the business activities under this Contract under a separate contract with Vendor. The term “Subcontractor” means Subcontractor(s) of any tier.

**“Vendor”** shall mean any firm, provider, organization, individual, or other entity performing the business activities under this Contract. It shall also include any Subcontractor retained by Vendor as permitted under the terms of this Contract.

**“Vendor Account Manager”** shall mean a representative of Vendor who is assigned as the primary contact person whom the HBE Contract Manager shall work with for the duration of this Contract and as further defined in the section titled **Vendor Account Manager**.

“**Vendor Contracting Officer**” shall mean the person to whom signature authority is delegated in writing. This term includes, except as otherwise provided in this Contract, an authorized representative of Vendor Contracting Officer acting within the limits of his/her authority.

“**Work Product**” shall mean data and products produced under this Contract including but not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law.

#### **4. SCOPE OF WORK**

- A. Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this contract, the nature of the working relationship between WAHBE and the CONTRACTOR, and specific obligations of both parties.
- B. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Exhibit D, Statement of Work, attached hereto and incorporated by reference herein and any other Statement of Work entered into by the parties under this Contract.

All written reports and invoices required under this Contract must be delivered to the Contract Manager, in accordance with Exhibit D, Statement of Work.

#### **5. PERIOD OF PERFORMANCE**

The period of performance under this Contract will be from **January 1, 2018** through **June 30, 2019**, unless sooner terminated as provided herein. No billable activity may take place until this Contract has been signed by both parties.

WAHBE may extend this Contract through **June 30, 2024** in whatever time increments WAHBE deems appropriate.

#### **6. PRICING AND ADJUSTMENT**

Unless otherwise stipulated prices quoted shall not be subject to increase throughout the initial contract period. Should the WAHBE decide to extend the Contract for an additional year(s) rates will be negotiated for adjustments in pricing for any subsequent terms, however, rate increases may not exceed 5 percent.

#### **7. COMPENSATION**

The Maximum Not-To-Exceed Compensation, which includes any allowable expenses, payable to the Contractor for satisfactory performance of the work under this Contract shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). In no event shall the cost or payment exceed the Maximum Not-to-Exceed Compensation associated with this Contract.

Contractor’s compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Contractor and WAHBE agree that timely completion by Contractor of all Work and delivery of any Work Products is critical, and no additional compensation shall be paid unless the Statement of Work (Exhibit D) under the Contract is expanded by written amendment executed by authorized representatives of the Contractor and WAHBE. WAHBE shall make payment to the Contractor upon receipt and acceptance of specified deliverables and accompanying properly executed invoices.

## **8. EXPENSES**

Travel or per diem to or from the Olympia Washington area will not be authorized. Under special circumstances, Contractor may receive reimbursement for travel and other expenses as authorized in advance by WAHBE as reimbursable and stated in the Statement of Work.

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 Washington Health Benefit Exchange travel reimbursement rates. To receive reimbursement, Contractor must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

## **9. INVOICES AND BILLING PROCEDURES**

WAHBE will pay Contractor upon receipt of properly completed invoices, which shall be submitted to the Project Manager not more often than monthly. If invoices are submitted less frequently than monthly, WAHBE may request monthly estimate of fees incurred.

The invoices shall describe and document to the EXCHANGE's satisfaction a description of work performed, the progress of the project, and fees. The invoice shall include the Contract reference number HBE-XXX. If pre-approved expenses are invoiced, a detailed breakdown of each type must be provided. Any single expense in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement.

All invoices must be submitted to the Project Manager, and must meet with the approval of the Project Manager or his/her designee prior to payment. The Project Manager is responsible for review of invoices submitted and authorize contractor payments, which such authorization shall not be unreasonably withheld. The review shall ensure the authorized amount is not exceeded and reviewed by the Finance Team to assure that the dollar limit established by this Contract will not be exceeded by the sum of all Work Orders executed.

Contractor shall only submit invoices for services or deliverables as permitted by this section of the Contract. WAHBE will return incorrect or incomplete invoices to the Contractor for correction and reissue. The Contract number must appear on all invoices, bills of lading, packages, and correspondence relating to this Contract. Invoices must reference this Contract number and provide detailed information as requested by EXCHANGE. If the Statement of Work specifies multiple deliverables, description of work shall specify the applicable deliverable number, and completion date.

Payment shall be considered timely if made by WAHBE within thirty (30) calendar days after receipt of properly completed invoices. Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to WAHBE within 60 days after the Contract expiration date. Belated claims shall be paid at the discretion of WAHBE and are contingent upon the availability of funds.

Payment shall be sent to the address designated by the Contractor, unless WAHBE has opted to use electronic fund transfer.



WAHBE may, in its sole discretion, terminate this 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.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the EXCHANGE.

## **10. CONTRACT MANAGEMENT**

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

### **Contract Manager for Contractor is:**

(CONTRACT MANAGER NAME)  
(ADDRESS)  
(CITY, STATE ZIP)  
Phone:  
FAX:  
Email:

### **Contract Manager for EXCHANGE is:**

Tricia Bell  
WA Health Benefit Exchange  
810 Jefferson Street (mailing address-Post Office Box 657, Olympia, WA 98507)  
Olympia, WA 98504  
Phone: (360) 688-7791  
E-mail address: [tricia.bell@wahbexchange.org](mailto:tricia.bell@wahbexchange.org)

Any notice or other communication required to be given under this Contract shall be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as certified mail, postage prepaid, return receipt requested, or by electronic mail (email), to the parties at the addresses and e-mail addresses provided in this Section.

## **11. ASSURANCES**

WAHBE and the Contractor agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

## **12. ORDER OF PRECEDENCE**

Each of the Exhibits listed below is by this reference hereby incorporated into this Contract. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations
- Special terms and conditions as contained in this basic Contract instrument
- Exhibit A – General Terms and Conditions
- Exhibit B – Federal Certifications and Assurances
- Exhibit C - Data Security Requirements
- Exhibit D – Statement of Work
- RFQQ 17-001 and all addenda

- Contractor’s Response to RFQQ 17-001 dated \_\_\_\_\_
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

**13. ENTIRE AGREEMENT**

This Contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**14. CONFORMANCE**

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

**15. APPROVAL**

This Contract shall be subject to the written approval of WAHBE’s authorized representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT is executed by the persons signing below who warrant that they have the authority to execute the Contract.

**CONTRACTOR**

**WASHINGTON HEALTH BENEFIT EXCHANGE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT A  
GENERAL TERMS AND CONDITIONS**

**1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "AGENT" shall mean the Chief Executive Officer (CEO) of the EXCHANGE, and/or the delegate authorized in writing to act on the CEO's behalf.
- B. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this Contract, and shall include all employees of the CONTRACTOR.
- C. "EXCHANGE" shall mean the Washington Health Benefit Exchange, any division, section, office, unit or other entity of the EXCHANGE, or any of the officers or other officials lawfully representing the EXCHANGE.
- D. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this Contract or under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

**2. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by the EXCHANGE.

**3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**4. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**5. ASSIGNMENT**

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the CONTRACTOR without prior written consent of the EXCHANGE. WAHBE may assign this Contract to WAHBE Board established by chapter 43.71 RCW, or any public agency, commission, board, or the like, within the political boundaries of the State of Washington.

**6. ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney fees and costs.

**7. Background and Reference Checks**

Due to the confidential nature of the information and materials which will be accessible to Contractor, WAHBE will require the Contractor to conduct a state and/or federal criminal background check, SAM/EPLS check and/or reference check on Contractor Staff to be used to provide the Services. WAHBE reserves the right in its sole discretion to reject any propose Contractor Staff as a result of information produced by such reference or background checks.

## **8. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The CONTRACTOR shall not use or disclose any information concerning the EXCHANGE, or information that is considered personally identifiable information (P.I.I.), for any purpose not directly connected with its performance under or the administration of this contract, except with prior written consent of the EXCHANGE, or as may be required by law. For the purposes of this section, "Personally Identifiable Information" or "P.I.I." means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name, etc.

## **9. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other government tribunal, WAHBE may, in its sole discretion, by written notice to the CONTRACTOR terminate this Contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

In the event this Contract is terminated as provided above, WAHBE shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the Contract by the CONTRACTOR. The rights and remedies of WAHBE 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 AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

## **10. 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 EXCHANGE. WAHBE shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to WAHBE effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

CONTRACTOR shall retain all patent, copyright and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience (collectively, "Intellectual Property") owned or possessed by CONTRACTOR before the commencement of, or acquired by CONTRACTOR during or after, the performance of the services.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to WAHBE 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 EXCHANGE.

The CONTRACTOR shall exert all reasonable effort to advise the EXCHANGE, 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 that was not produced in the performance of this contract.

WAHBE shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this contract. WAHBE shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

#### **11. COVENANT AGAINST CONTINGENT FEES**

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for securing business.

WAHBE shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

#### **12. DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

#### **13. DISPUTES**

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

1. The request for a dispute hearing must:

- Be in writing;
- State the disputed issue(s);
- State the relative positions of the parties;
- State the CONTRACTOR'S name, address, and Contract number; and
- Be mailed to the AGENT and the other party's (respondent's) Contract Manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.

2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.

3. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.

4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

#### **14. DUPLICATE PAYMENT**

WAHBE shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the EXCHANGE or any other party under any other contract or agreement, for the same services or expenses.

**15. GOVERNING LAW**

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.

**16. INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the EXCHANGE, the State, agencies of State and all officials, agents and employees of the EXCHANGE, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTORS' agents, employees, representatives, or any subcontractor or its employees.

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

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

**17. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this contract. The CONTRACTOR and his or her employees or agents performing under this Contract are not employees or agents of the EXCHANGE. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of WAHBE or of the State of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

**18. INDUSTRIAL INSURANCE COVERAGE**

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, EXCHANGE may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. WAHBE may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by WAHBE under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

**19. INSURANCE**

19.1. Upon execution of the Contract, and during the remaining term of this Contract, Contractor shall maintain in full force and effect, the insurance described in this section. 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 this Contract, Contractor shall

provide written notice of such to WAHBE within one Business Day of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may result in this Contract's termination.

- 19.2. The minimum acceptable limits shall be as indicated below for each of the following categories:
  - a. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
    - ii. Employers Liability insurance covering the risks of Contractor's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;
  - b. Umbrella policy providing excess limits over the primary policies in an amount not less than \$3 million;
  - c. Professional Liability Errors and Omissions, with a deductible not to exceed \$25,000, and coverage of not less than \$2 million per occurrence/\$4 million general aggregate; and
  - d. Crime Coverage with a deductible not to exceed \$1 million, and coverage of not less than \$5 million single limit per occurrence and \$10 million in the aggregate, which shall at a minimum cover occurrences falling in the following categories: Computer Fraud; Forgery; Money and Securities; and Employee Dishonesty.
- 19.3. Premiums on all insurance policies shall be paid by Contractor or its Subcontractors. Such insurance policies shall name WAHBE as an additional insured on all general liability and umbrella policies.
- 19.4. Contractor's insurance policies shall not be canceled or non-renewed in scope of coverage without provision for equivalent substitute insurance. Contractor's insurance policies shall not be reduced in scope without WAHBE's prior written consent.
- 19.5. Contractor agrees to waive all rights of subrogation against WAHBE for losses arising from services performed by Contractor under this Contract.
- 19.6. All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the WAHBE and shall include a severability of interests (cross-liability) provision.
- 19.7. 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 Contractor's liability or responsibility.
- 19.8. Contractor shall furnish to WAHBE copies of certificates of all required insurance within 30 calendar days of this Contract's Effective Date, and copies of renewal certificates of all required insurance within 30 calendar days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section.

## **20. LICENSING, ACCREDITATION AND REGISTRATION**

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

## **21. LIMITATION OF AUTHORITY**

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Contract is not effective or binding unless made in writing and signed by the AGENT.

## **22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the EXCHANGE. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

## **23. NONDISCRIMINATION**

During the performance of this contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies.

## **24. Non-Solicitation.**

During the term of this Contract and for 12 months after any termination of this Contract, CONTRACTOR will not, without the prior written consent of the AGENT, either directly or indirectly, on CONTRACTOR'S own behalf or in the service or on behalf of others], solicit or attempt to solicit, divert or hire away any person employed by the EXCHANGE.

## **25. PRIVACY**

Personal Identifiable Information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use Personal Identifiable Information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons Personal Identifiable Information without the express written consent of WAHBE or as otherwise required by law.

Any breach of this provision may result in termination of the Contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless WAHBE for any damages related to the CONTRACTOR'S unauthorized use of personal information.

## **26. PUBLICITY**

The CONTRACTOR agrees to submit to WAHBE all advertising and publicity matters relating to this Contract wherein the EXCHANGE'S name is mentioned or language used from which the connection of the EXCHANGE'S name may, in the EXCHANGE'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the EXCHANGE.

## **27. RECORDS MAINTENANCE**

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be



subject at all reasonable times to inspection, review or audit by the EXCHANGE, personnel duly authorized by the EXCHANGE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

## **28. REGISTRATION WITH DEPARTMENT OF REVENUE**

The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

## **29. RIGHT OF INSPECTION**

The CONTRACTOR shall provide right of access to its facilities to the EXCHANGE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

## **30. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, WAHBE may terminate the Contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the EXCHANGE'S discretion under those new funding limitations and conditions.

## **31. SEVERABILITY**

The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

## **32. SITE SECURITY**

While on EXCHANGE premises, CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

## **33. SUBCONTRACTING**

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of the EXCHANGE. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Washington Health Benefit Exchange for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

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

## **34. SURVIVORSHIP**

All license and purchase transactions executed and services provided pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices and price discounts 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 titled; Confidentiality/Safeguarding of Information; Copyright Provisions; Incorporated Documents and Order of Precedence; Limitation of Liability; Publicity; Disputes; Records Maintenance, Vendor's Commitments; Vendor's Proprietary Information; and Warranties and Representations shall survive the termination of this Contract.

### **35. TAXES**

All payments accrued because 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.

### **36. TERMINATION FOR CAUSE**

In the event WAHBE determines the CONTRACTOR has failed to comply with the conditions of this Contract in a timely manner, WAHBE has the right to suspend or terminate this contract. Before suspending or terminating the contract, WAHBE shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Contract may be terminated or suspended.

In the event of termination or suspension, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

WAHBE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by WAHBE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of WAHBE provided in this Contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

### **37. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this contract, WAHBE may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this Contract is so terminated, WAHBE 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.

### **38. TERMINATION FOR FUNDING CONTINGENCY**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, WAHBE may terminate this Contract without advance notice, subject to renegotiation under those new funding limitations and conditions.

### **39. TERMINATION PROCEDURES**

Upon termination of this contract, the EXCHANGE, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to WAHBE any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

WAHBE shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the EXCHANGE, and the amount agreed upon by the

CONTRACTOR and WAHBE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the EXCHANGE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the EXCHANGE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. WAHBE may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect WAHBE against potential loss or liability.

The rights and remedies of WAHBE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the CONTRACTOR shall:

1. Stop work under the Contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
3. Assign to the EXCHANGE, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case WAHBE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to WAHBE and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the Contract had been completed, would have been required to be furnished to the EXCHANGE;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
7. Take such action as may be necessary, or as the AGENT 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 WAHBE has or may acquire an interest.

#### **40. TREATMENT OF ASSETS**

- A. Title to all property furnished by WAHBE shall remain property of WAHBE. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in WAHBE upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in WAHBE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by WAHBE in whole or in part, whichever first occurs.
- B. Any property of WAHBE furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the EXCHANGE, be used only for the performance of this contract.
- C. The CONTRACTOR shall be responsible for any loss or damage to property of WAHBE that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.

- D. If any EXCHANGE property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify WAHBE and shall take all reasonable steps to protect the property from further damage.
- E. The CONTRACTOR shall surrender to WAHBE all property of WAHBE prior to settlement upon completion, termination or cancellation of this contract
- F. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

#### **41. U.S. Department of Treasury, Office of Foreign Assets Control**

WAHBE complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that WAHBE does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, WAHBE will download the current OFAC SDN file and compare it to Exchange and statewide vendor files. In the event of a positive match, WAHBE reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the contractor in writing and terminate the Contract according to the Termination for Convenience provision without making payment. WAHBE will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

#### **42. CONTRACTOR'S PROPRIETARY INFORMATION**

Contractor acknowledges that WAHBE is subject to chapter 42.56 RCW and that this Contract shall be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, WAHBE shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Contractor's Proprietary Information, WAHBE will notify the Contractor of the request and of the date that such records will be released to the requester unless the Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, WAHBE will release the requested information on the date specified.

#### **43. WAIVER**

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by authorized representative of the EXCHANGE.

## EXHIBIT B

### FEDERAL COMPLIANCE, CERTIFICATIONS, AND ASSURANCES

In the event federal funds are included in this agreement, the following sections apply: I. Federal Compliance and II. Standard Federal Assurances and Certifications. In the instance of inclusion of federal funds, the Contractor may be designated as a sub-recipient and the effective date of the amendment shall also be the date at which these requirements go into effect.

- I. FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact:

Carole Holland, CFO  
WA Health Benefit Exchange  
810 Jefferson Street (mailing address-PO Box 657, Olympia WA 98507)  
Olympia, WA 98501  
(360) 688-7720  
Fax: (360) 688-7332  
Email address: [carole.holland@wahbexchange.org](mailto:carole.holland@wahbexchange.org)

- a. Source of Funds:** Federal funds to support this agreement are identified by the Catalog of Federal Domestic Assistance (CFDA) number 93.525, the full and complete terms and provisions of which are hereby incorporated into this agreement can be found by reference in Exhibit E.
- b. Modifications:** This agreement may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
- 1.** Examples of items requiring Washington Health Benefit Exchange prior written approval include, but are not limited to, the following:
    - i. Deviations from the budget and Project plan.
    - ii. Change in scope or objective of the agreement.
    - iii. Change in a key person specified in the agreement.
    - iv. The absence for more than three months or a 25% reduction in time by the Project Manager/Director.
    - v. Need for additional funding.
    - vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
    - vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this agreement.
  - 2.** No changes are to be implemented by the Sub-recipient/vendor until a written notice of approval is received from the Health Benefit Exchange.
- c. Condition for Receipt of Health Benefit Exchange Funds:** Funds provided by Washington Health Benefit Exchange to the Sub-recipient/vendor under this agreement may not be used by the Sub-recipient/vendor as a match or cost-sharing provision to secure other federal monies.

- d. *Citizenship/Alien Verification/Determination*: The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a “federal public benefit” must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.
- e. *Federal Compliance*: The Sub-recipient/vendor shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this agreement, whether included specifically in this agreement or not.
- f. *Civil Rights and Non-Discrimination Obligations* During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <http://www.hhs.gov/ocr/civilrights>

Exchange Federal Compliance Contact Information  
 Washington Health Benefit Exchange  
 810 Jefferson Street (mailing address-PO Box 657, Olympia WA 98507)  
 Olympia, Washington 98504

STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington Health Benefit Exchange.

### CERTIFICATIONS

**1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant and the principal(s), defined as an officer, director or owner of the organization in accordance with 45 CFR Part 76, and its principles:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

- b) have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any

of the offenses enumerated in paragraph (b) of this certification; and

- d) have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

The contractor agrees by signing this contract that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

## 2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an ongoing drug-free awareness program to inform employees about
  - (1) The dangers of drug abuse in the workplace;
  - (2) The contractor's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;
- d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of

employment under the contract, the employee will—

- (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted—
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, WAHBE has designated the following central point for receipt of such notices:

Legal Services Director  
WA Health Benefit Exchange  
PO Box 657  
Olympia, WA 98501

### 3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award

documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all Sub-recipient/vendors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### 4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

### 5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.



Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children’s services and that all Sub-recipient/vendors shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

**6. CERTIFICATION REGARDING CLEAN AIR ACT**

By signing the certification, the undersigned certifies that the contracting organization will comply with all requirements, applicable standards, orders, and regulations contained in the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). The undersigned also acknowledges and that any violations after contract award must be reported to WAHBE and the Regional Office of the Environmental Protection Agency (EPA).

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE

## Exhibit C – Data Security Requirements

1. Definitions.
  - a. “Authorized User(s)” means an individual or individuals with an authorized business requirement to access EXCHANGE Confidential Information.
  - b. “Hardened Password” means a string of at least eight characters including 1 upper case, 1 lower case, one number and 1 special character (i.e., nonalphanumeric characters). The administrator and privileged user password must change every 60 days and other user password once every 90 days. Previous 6 consecutive passwords cannot be reused. The passwords must not allow Userids, First Name or the last name of the user. “Transmitting” means the transferring of data electronically, such as via email.
  - c. “Transmitting” means the transferring of data electronically, such as via email.
  - d. “Transporting” means the physical transferring of data that has been stored.
  - e. “Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.
2. Data Transmitting. When transmitting EXCHANGE Confidential Information electronically, including via email, the Data shall be protected by:
  - a. Transmitting the Data within the (State Governmental Network) SGN, Health Benefit Exchange network or Contractor’s internal network, or;
  - b. Encrypting any Data that will be transmitted outside the SGN or Contractor’s internal network with 128-bit Advanced Encryption Standard (AES) encryption or better. This includes transit over the public Internet.
3. Protection of Data. The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
  - a. Hard disk drives. Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provides equal or greater security, such as biometrics or smart cards. The data on the drive will only be accessible to authenticated individuals that need to access it. That is, the data will be secured on the disk in such a way that other authenticated individuals that do not need access to the data will not have the ability to access it. Workstations with sensitive data stored on them will be tracked and their movements documented until the sensitive data is removed from the workstation. When the data is removed the date of its removal and method of its removal will be documented. Hard drives that have contained sensitive data will be wiped with a method that will render the deleted information irretrievable.
  - b. Network server disks. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as

biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For EXCHANGE Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

- c. Removable Media, including Optical discs (CDs or DVDs) in local workstation optical disc drives and which will not be transported out of a secure area. Sensitive or Confidential Data provided by WAHBE on removable media, such as optical discs or USB drives, which will be used in local workstation optical disc drives or USB connections shall be encrypted with 128-bit AES encryption or better. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access EXCHANGE Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers and which will not be transported out of a secure area. Data provided by WAHBE on optical discs which will be attached to network servers shall be encrypted with 128-bit AES encryption or better. Access to Data on these discs will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has been authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. Paper documents. All paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. Access via remote terminal/workstation over the State Governmental Network (SGN) or WA Health Benefit Exchange network (EXCHANGE Network). Data accessed and used interactively over the SGN or EXCHANGE Network. Access to the Data will be controlled by EXCHANGE staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor shall have established and documented access termination procedures for existing staff with access to EXCHANGE Data. These procedures shall be provided to EXCHANGE staff upon request. The Contractor will notify EXCHANGE staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employment of the contractor, and whenever a user's duties change such that the user no longer requires access to perform work for this Contract.
- g. Access via remote terminal/workstation over the Internet through Secure Access Washington. Data accessed and used interactively over the Internet. Access to the Data will be controlled by EXCHANGE staff who will issue remote access authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff.

Contractor will notify EXCHANGE staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor and whenever a user's duties change such that the user no longer requires access to perform work for this Contract.

h. Data storage on portable devices or media.

- (1) EXCHANGE Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the Special Terms and Conditions of the contract. If so authorized, the Data shall be given the following protections:
  - (a) Encrypt the Data with a key length of at least 128 bits using an industry standard algorithm (e.g., AES, *Twofish*, *RC6*, etc.)
  - (b) Control access to devices with a unique user ID and password or stronger authentication method such as a physical token or biometrics.
  - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.Physically protect the portable device(s) and/or media by
  - (d) Keeping them in locked storage when not in use
  - (e) Using check-in/check-out procedures when they are shared, and
  - (f) Taking frequent inventories
- (2) When being transported outside of a secure area, portable devices and media with confidential EXCHANGE Data must be under the physical control of contractor staff with authorization to access the Data.
- (3) Portable devices include any small computing device that can be transported. They include, but are not limited to; handhelds/PDAs/phones, Ultramobile PCs, flash memory devices (e.g. USB flash drives, personal media players), and laptop/notebook/tablet computers.
- (4) Portable media includes any Data storage that can be detached or removed from a computer and transported. They include, but are not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape, Zip or Jaz disks), USB drives, or flash media (e.g. CompactFlash, SD, MMC).

4. Data Segregation.

- a. EXCHANGE Data must be segregated or otherwise distinguishable from non-EXCHANGE Data. This is to ensure that when no longer needed by the contractor, all EXCHANGE Data can be identified for return or destruction. It also aids in determining whether EXCHANGE Data has or may have been compromised in the event of a security breach.
- b. EXCHANGE Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-WAHBE Data. Or,
- c. WAHBE Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to WAHBE Data. Or,

- d. WAHBE Data will be stored in a database which will contain no non-WAHBE Data. Or,
- e. WAHBE Data will be stored within a database and will be distinguishable from non-WAHBE Data by the value of a specific field or fields within database records. Or,
- f. When stored as physical paper documents, WAHBE Data will be physically segregated from non-WAHBE Data in a drawer, folder, or other container.
- g. When it is not feasible or practical to segregate WAHBE Data from non-WAHBE Data, then both the WAHBE Data and the non-WAHBE Data with which it is commingled must be protected as described in this exhibit.

5. Data Disposition. When the contracted work has been completed or when no longer needed, except as noted in 2.b above, Data shall be returned to the WAHBE or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or  Removable media (e.g. floppies, USB flash drives, portable hard disks, Zip or similar disks)	Using a “wipe” utility which will overwrite the Data at least three (3) times using either random or single character Data, or  Degaussing sufficiently to ensure that the Data cannot be reconstructed, or  Physically destroying the disk
Paper documents with sensitive or confidential Data	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing confidential information requiring special handling (e.g. protected health information)	On-site shredding by a method that renders the Data unreadable, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or cutting/breaking into small pieces.
Magnetic tape	Degaussing, incinerating or crosscut shredding

- 6. Notification of Compromise or Potential Compromise. The Contractor shall have an established and documented policy to deal with the compromise or potential compromise of Data that complies with the HITECH Act of ARRA 209. The Contractor shall provide WAHBE staff of such policy upon request. The compromise or potential compromise of WAHBE shared Data must be reported to the WAHBE Contact designated on this Contract within one (1) business day of discovery.
- 7. Data shared with Sub-contractors. If WAHBE Data provided under this Contract is to be shared with a sub-contractor, the contract with the sub-contractor must include all of the Data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the subcontractor cannot protect the Data as stated within this Contract, then the contract with the sub-contractor must be submitted to the WAHBE Contact Services for review and approval.