



Request for Qualifications and Quotations (RFQQ)

Number HBE-15-003

Web Content Management System

RFQQ RELEASE DATE: July 20, 2015

RESPONSE DUE DATE: August 24, 2015

EXPECTED TIME PERIOD FOR CONTRACT:
October 12, 2015 through December 31, 2016

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1. INTRODUCTION AND OVERVIEW

1.1. ACQUISITION PURPOSE

The Washington Health Benefit EXCHANGE (hereafter called the EXCHANGE or HBE) is initiating this Request for Quotations and Qualifications (RFQQ) to secure the services and product of one firm (hereafter called Vendor or Contractor) to deliver a Web Content Management System (CMS) for the existing website, Washington Healthplanfinder.

The successful Vendor will perform the HBE responsibilities and duties, as defined in the Statement of Work, throughout the term of the resulting Contract.

1.2. BUSINESS NEED

The Vendor will build or provide a Web CMS as well as services that give HBE access to Washington Healthplanfinder content with the ability to update text, images, logos, links on all static and dynamic webpages, consistently and directly. Once the Vendor is selected, design, implementation and integration will begin immediately. The selected Vendor will work with HBE's System Integrator, Deloitte Consulting LLP, to provide a complete solution.

The selected Vendor will assume full responsibility of the following activities:

- Customization of Web CMS (if necessary)
- Installation & integration of Web CMS
- Training for use of Web CMS to HBE staff

HBE's System Integrator will support the Vendor's activities through the following activities:

- Database access
- Washington Healthplanfinder access
- Testing
- Security

HBE will support the Vendor's activities through the following activities:

- Project management throughout the system development life cycle (requirements through implementation)
- Provide subject matter expertise as needed

Minimum Business Requirements:

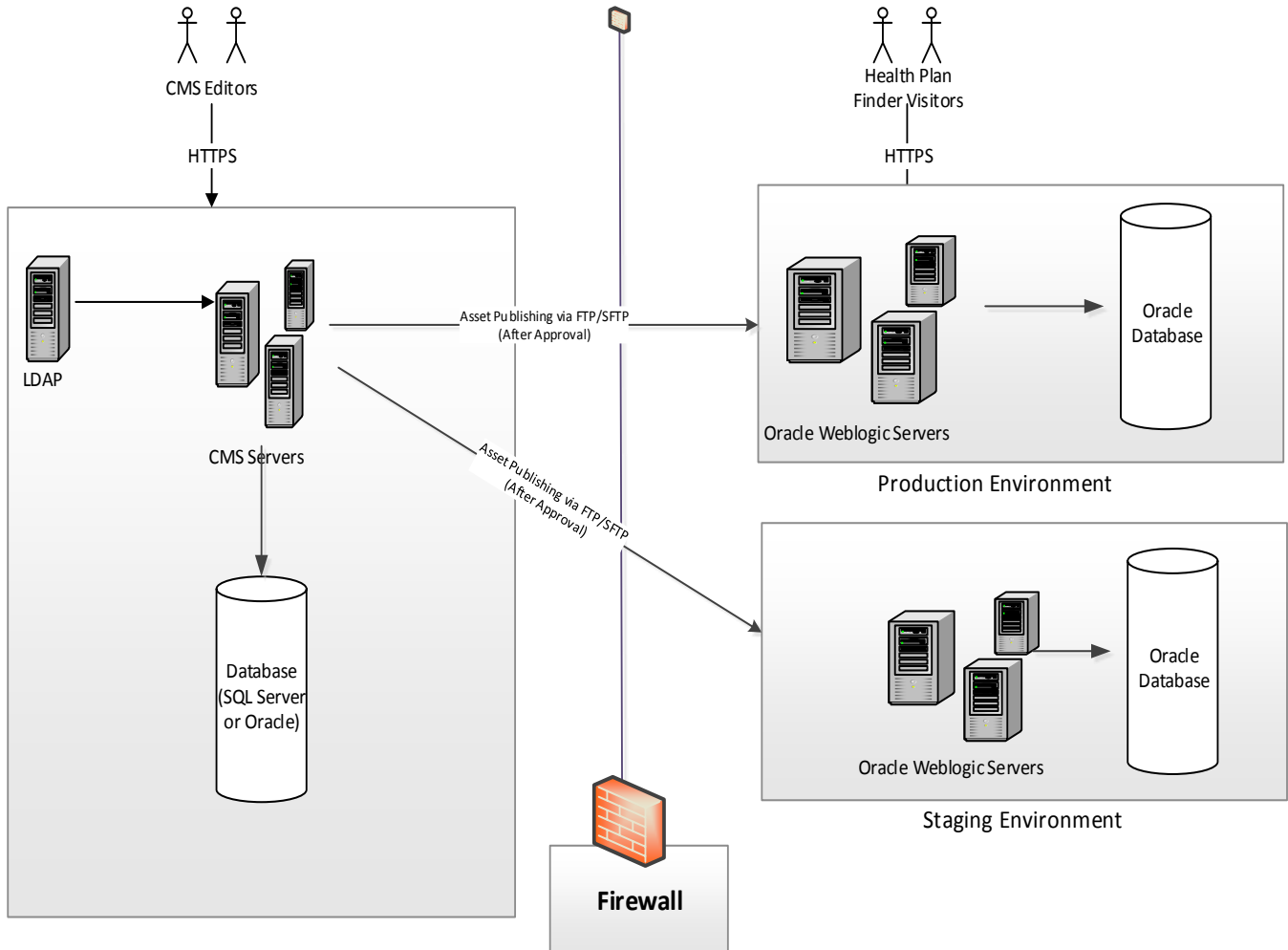
1. Responsive design and compatibility with PC and mobile platforms
2. Provides ability to add new, edit and delete webpages and content and includes standard display format editing capabilities
3. Provides ability to manage text in English and Spanish
4. Integrates with approximately 450 webpages, including but not limited to:
 - Home page including the scrolling selection of insurance company logos
 - Customer Support FAQs (377 webpages)
 - Customer Support glossary of terms
 - Consumer Info Center
 - Privacy Policy

- Rights and Responsibilities
 - Terms and Conditions of Use
 - Consumers' account home dashboard
 - Alert messages and modals
 - Error codes
5. Permissions and access control
 6. URL customization
 7. Page or site versioning control
 8. 12 x 5 technical support access
 9. Storage of all applicable pages and sites
 10. Staged area for content management prior to publishing (Sandbox)
 11. Java-based platform
 12. Accessible physical support in the United States (ability to fly in on short notice, and arrive on site at the HBE office within 24 hours of being requested)
 13. Search engine optimization
 14. Multiple authoring capabilities
 15. Template builder
 16. Marketing analytics
 17. Social media integration

Additional Desirable Business Requirements:

1. Video embedding capability
2. Chat integration
3. Multi-language capabilities (beyond English and Spanish)
4. Ability to establish site map

Example System Architecture:



- FAQ Pages, all static pages will be included in the publishing.
- All error codes(both English and Spanish) will be included in the publishing
- Static content within dynamic pages will be included in the publishing

Characteristics of Required System Architecture:

- Must provide automated workflows that route content through an approval process, but also allows for editing at each level.
- Must support the following protocols: HTTP, HTTPS and FTP
- Must provide for adequate security levels and audit trails to protect the integrity of the content.
- Provide a browser-based interface for system administration.
- Must provide ability to restore individual pages/components from backup or versions.
- Should contain ability to integrate with Microsoft Windows /IIS security for user authentication and system controls.
- Must support 128-bit encryption or higher.

1.3. WASHINGTON HEALTH BENEFIT EXCHANGE BACKGROUND

On March 23, 2010, President Obama signed into law the Patient Protection and Affordable Care Act. On March 30, 2010, the Health Care and Education Reconciliation Act of 2010 was signed into law. The two laws are collectively referred to as the Affordable Care Act (ACA). A primary feature of the new law is the requirement that all states establish a Health Benefit EXCHANGE (HBE). HBE is an organized marketplace to help consumers and small businesses buy health insurance in a way that permits easy comparison of available Qualified Health Plan options based on price, benefits, and quality.

HBE is also the marketplace where newly eligible adults may enroll in Washington Apple Health (Medicaid) coverage and where individuals and families renew their coverage in Washington Apple Health. Washington Healthplanfinder also provides in-person assistance made available statewide by HBE's toll-free Customer Support Call Center, agents and brokers, certified assisters, and community partners. For more information about HBE visit www.wahbexchange.org/about-us/what-exchange/.

1.4. SCOPE OF WORK

The selected Vendor will work with the HBE IT and Business staff, and the System Integrator Project Manager, or their designees, as required to provide the services listed below, or other duties as required.

1.4.1 - FUNCTIONAL ANALYSIS AND DESIGN

- The Vendor will participate in Joint Application Design (JAD) sessions with HBE and the System Integrator
- The Vendor will provide experienced IT analysts and developers to work on-site to work in parallel to HBE staff as requested.
- IT analysts will have experience and competence working on software development/configuration projects and development of technical specifications.
- The Vendor will work with HBE staff, and their partners, to provide a System Design Document (SDD) and/or other documents as necessary for this phase of the project.

1.4.2 - IMPLEMENTATION AND INTEGRATION

- The Vendor will implement the Web CMS to integrate with existing HBE Java-based applications, as per the SDD.
- The Vendor will provide technical design documents by which the Web CMS will be guided for implementation
- The Vendor will provide SaaS hosting options. The Vendor will communicate and plan with the HBE Infrastructure team about the hosting of the Web CMS in the testing, development and production environments.
- All security and connectivity mechanisms will be preconfigured and approved prior to the execution phase.

1.4.3 - TESTING

- HBE Subject Matter Experts will work with the Vendor to prepare standard test cases and a testing schedule.
- The Vendor shall be responsible for the oversight of execution of integration testing.
- The Vendor shall coordinate with the HBE Test Lead for defect tracking and control processes at the project and delivery levels.

- The Vendor will collect and report testing-related metrics.
- The Vendor will work with the HBE Test Lead to develop the overall implementation of an automated test strategy.
- The Vendor shall work with the HBE Test Lead to determine the level and types of testing required to validate each new or revised system capability and to ensure appropriate coverage of business and application functionality in the various test plans and test cases.
- The Vendor will ensure regression test scripts are consistent with the overall strategy, coding standards, etc.

1.4.4 - INCIDENT AND PROBLEM MANAGEMENT (SERVICE DESK)

- The Vendor will provide a complete technical support system for the Web CMS.
- The Vendor will provide a managed solution to provide Service Desk services, including incident and problem tracking and reports. This is primarily a non-phone service, handling incident escalated via an incident tracking system. A portion of the work is telephone based, restricted to urgent support for privileged users of the HBE system.
- The Vendor will actively participate in the identification and prioritization of problem issues, and will document within the service desk system known solutions and work-around to issues as they are discovered.
- The Vendor must have a credible track record in delivering service desk personnel and services within tight constraints and be flexible to the requirements of the HBE.

1.4.5 - TRAINING

- The Vendor will provide a curriculum and provide training on the Web CMS to designated HBE staff for an agreed period of time, and be available to answer questions.

1.4.6 - SCOPE OF SERVICES - GENERAL

- The Vendor will include proposed service level agreement for each service offered, and provide warranty and maintenance and operations guidelines.

1.5 PERIOD OF PERFORMANCE

The anticipated period of performance of any Contract resulting from this RFQQ will be October 12, 2015 (or date of execution), through December 31, 2016. Amendments extending the period of performance, if any, shall be at the sole discretion of the EXCHANGE. At the EXCHANGE's sole discretion, the Contract may be amended and extended through at least December 31, 2017 in whatever time increments the EXCHANGE deems appropriate.

1.6 DEFINITIONS

Definitions for the purposes of this RFQQ include:

Bidder – Individual or company submitting a Response in order to attain a Contract with the EXCHANGE.

Contractor – Individual or company submitting a Response to this RFQQ, and who's Response has been accepted by the EXCHANGE and is awarded a fully executed convenience Contract

EXCHANGE – The Washington Health Benefit EXCHANGE

Purchaser – The Washington Health Benefit EXCHANGE

RCW – Revised Code of Washington

Request for Qualifications and Quotations (RFQQ) – Formal procurement document in which a service or need is identified and a specific, detailed plan regarding the work to be done is identified. The purpose of an RFQQ is to permit the business community to provide qualifications to do the work and to quote the lowest price for which the work can be done.

Response – A formal offer submitted in response to this solicitation

Statement of Work (SOW) – an attachment to the contract, describing the work to be completed under authority of the contract

Vendor – Individual or company submitting a Response in order to attain a Contract with the EXCHANGE

WAC – Washington Administrative Code

WAHBE – The Washington Health Benefit EXCHANGE

Washington Healthplanfinder Website – www.wahealthplanfinder.org

Washington Health Benefit Exchange Website – www.wahbexchange.org

WEBS - Washington Electronic Business Solution website at <https://fortress.wa.gov/ga/webscust/>. This RFQQ and all Notices and Addenda will be published on this website.

2. SCHEDULE

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

Item	Action	Date
1	HBE issues Request for Qualifications and Quotations (RFQQ)	7/20/15
2	Vendors may submit written questions until 3:00 p.m. PST	8/10/15
3	HBE will issue responses in an Addendum	8/19/15
4	Vendors must submit Responses to RFQQ by 3:00 p.m. PST	8/24/15
5	HBE evaluation of Responses	8/25/15 - 9/1/15
6	Vendor Oral Presentations if determined to be necessary by HBE	9/14/15
7	HBE notifies Apparent Successful Vendors (ASV) and begins negotiations. HBE also notifies unsuccessful Vendors	9/21/15
8	Vendor Debriefings	9/21/15
9	Contract(s) Execution	10/12/15

The schedule outlines important action dates and times. The EXCHANGE reserves the right to revise this schedule at any time.

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 EXCHANGE policy, the EXCHANGE may disqualify the Vendor from responding to this RFQQ.

John Flanagan
RFQQ Coordinator
EXCHANGE Contracts Office
Washington Health Benefit EXCHANGE
RE: HBE15-003
Email: contracts@wahbexchange.org

Responses 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 the EXCHANGE. Vendors should rely only on written statements issued by the RFQQ Coordinator or his designee.

IMPORTANT: HBE may have numerous procurements occurring at the same time. In order to expedite your questions for this procurement, please include in ALL communication the following text in the subject line: "HBE 15-003 Web Content Management System"

3.2 VENDORS' QUESTIONS AND EXCHANGE ANSWERS

Vendor questions regarding this RFQQ will be accepted until the dates and times specified in RFQQ Section 2: 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.

The EXCHANGE'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 the EXCHANGE. Only written responses posted to WEBS and the EXCHANGE'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

3.3 E-MAIL

E-mail is to be used for all communications required in this RFQQ. The EXCHANGE may also communicate with the Vendor utilizing the same methods. The EXCHANGE will also post any formal communications to WEBS and to the HBE Web site at <http://wahbexchange.org/about-us/what-exchange/> (follow the link "About Us" to "Vendor Procurements").

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

3.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

The EXCHANGE 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. Proprietary 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, the EXCHANGE shall maintain the confidentiality of Vendor's information marked Proprietary Information. If a public disclosure request is made to view Vendor's Proprietary Information, the EXCHANGE 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, the EXCHANGE will release the Proprietary Information on the specified date.

The EXCHANGE'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 the EXCHANGE retains Vendor's information in the EXCHANGE 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.

3.5 COSTS OF RESPONSE PREPARATION

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

3.6 RFQQ RESPONSE PROPERTY OF THE EXCHANGE

All materials submitted in response to this solicitation become the property of the EXCHANGE, unless received after the deadline in which case the Response is returned to the

sender. The EXCHANGE 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.

3.7 RECEIPT OF INSUFFICIENT COMPETITIVE RESPONSES

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

3.8 WAIVER OF MINOR IRREGULARITIES

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

3.9 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. The EXCHANGE is not liable for any errors in Responses. The EXCHANGE 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

3.10 RFQQ AMENDMENTS

The EXCHANGE 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/webscus/>

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 the EXCHANGE's official answers are an amendment to the RFQQ.

3.11 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 2: 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.

3.12 RIGHT TO CANCEL

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

3.13 RIGHT TO REJECT ALL RESPONSES

The EXCHANGE 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.

3.14 AUTHORITY TO BIND EXCHANGE

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

3.15 CONTRACT

HBE will award one Contract to the Vendor most capable of providing the delivery of a Web Content Management System for Washington Healthplanfinder. The ASV will be expected to sign a Contract which is substantially the same as the Contract included in this RFQQ as Exhibit C. The Contract will also incorporate this RFQQ and the Vendor's Response.

Either party may propose additional Contract terms and conditions during negotiation of the final Contract. However, as stated in 4.3.1.10 of this RFQQ, proposed language alternate to the attached Sample Contract must be included in the Vendor's Letter of Transmittal. The Vendor may not substitute their own contract for the HBE Contract.

Tentatively, the period of performance of the Contract(s) resulting from this RFQQ is October 12, 2015, (or date of execution), through December 31, 2016. At the EXCHANGE's sole discretion, this Contract may be extended via amendment at least through December 31, 2017 in whatever time increments the EXCHANGE deems appropriate unless sooner terminated as provided herein.

If the Apparently Successful Vendor(s) refuses to sign the final Contract within ten (10) calendar days of delivery, the EXCHANGE may revoke the award and award the Contract to the next-highest-ranked Vendor(s), or not make an alternate award.

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.

- a. The Letter of Transmittal and RFQQ responses are to be submitted via email in unrestricted Word, Excel or "PDF" format.
- b. State responding organization's name on the first page of all RFQQ responses.
- c. 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.
- d. 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.
- e. 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.

- f. Write the RFQQ response in the order given in RFQQ Section 4.3. Title and number each item in the same way it appears instructions.
- g. 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.
- h. The Vendor must provide in their response to Section 4.3 a declarative statement that they can meet or exceed all requirements or must describe their system and indicate that each of these requirements are met.

4.2 DELIVERY OF RESPONSES (MANDATORY)

Email Response(s) to:

John Flanagan
RFQQ Coordinator
EXCHANGE Contracts Office
Washington Health Benefit EXCHANGE
RE: HBE 15-003
Email: contracts@wahbexchange.org

The Response must arrive at the EXCHANGE, to the RFQQ Coordinator, no later than 3:00pm, PST, on the Response Due Date stated in the SCHEDULE.

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

The EXCHANGE 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 the EXCHANGE.

4.3 RESPONSE CONTENTS

Responses must contain, in the order given:

4.3.1 Letter of Transmittal (MANDATORY)

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:

4.3.1.1 Identifying information about the Vendor to include the following:

- a. The Vendor's business name, address, telephone number, email address (if any) and fax number.
- b. The legal status of the bidding entity (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized as it now substantially exists.
- c. The name, address, email address and telephone number of any sole proprietor, and of the partners or principal officers, as appropriate.

- d. 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.
 - e. 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.
 - f. The name and address of the entity that receives legal notices for the Vendor.
- 4.3.1.2** 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.
- 4.3.1.3** 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.
- 4.3.1.4** 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, the EXCHANGE will send a W-9 to obtain the complete Federal ID/SSN number.
- 4.3.1.5** 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.
- 4.3.1.6** Conflict of Interest information:
- a. If any of the Vendor's employees or officers or subcontractors employees or officers were employed by the Washington Health Benefit EXCHANGE or the state of Washington during the last two years, state their positions within the organization, state their proposed duties under any resulting Contract, their duties and position during their employment with the EXCHANGE or the state, and the date of their termination from the EXCHANGE/state employment.
 - b. If any owner, key officer or key employee of the Vendor is related by blood or marriage to any employee of the EXCHANGE 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.
 - c. Vendor must disclose if they have a business relationship with any current major EXCHANGE contractor
 - d. 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, the EXCHANGE determines that a potential conflict of interest exists, the 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.

- 4.3.1.7** 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.
- 4.3.1.8** 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 the EXCHANGE permission to contact any and all involved parties and access any and all information the EXCHANGE determines is necessary to satisfy its investigation of the termination. The EXCHANGE will evaluate the circumstances of the termination and may at its sole discretion, bar the participation of the Vendor in this procurement.
- 4.3.1.9** The page numbers and names of any Response elements being claimed as "Proprietary" or "Confidential" (see Section 3.4). Include an explanation for each claim of confidentiality.
- 4.3.1.10** Any alternate contract language the Vendor wishes to propose (Exhibit C). 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.
- 4.3.1.11** 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/ the EXCHANGE responses are considered an amendment to the RFQQ.
- 4.3.1.12** A detailed list of all materials and enclosures being sent in the Response.

4.3.2 CERTIFICATIONS AND ASSURANCES (MANDATORY)

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

4.3.3 VENDOR'S RESPONSE TO RFQQ (MANDATORY)

5. RFQQ RESPONSE REQUIREMENTS AND QUALIFICATIONS

5.1 FINANCIAL RESPONSE (MANDATORY; SCORED)

Vendor must provide pricing structure and costs for annual license, implementation, maintenance, hosting, and training. Vendor will provide a matrix in the same format(s) as shown below that includes all costs. Compensation will be based on work actually performed. The Vendor is to include all costs that it would charge for performing the tasks including administrative staff costs and any non-labor expenses necessary to accomplish the tasks and to produce the services and deliverables. No additional charges for overhead, travel or other expenses shall be allowed.

HBE reserves the option to contract for all, or a selected grouping of these offerings.

	2015	2016	2017	Ongoing
Implementation Fee	\$	N/A	N/A	N/A
Training Cost	\$	\$	N/A	N/A
License Cost	\$	\$	\$	\$
Maintenance Cost	\$	\$	\$	\$
Support Cost	\$	\$	\$	\$
SaaS Hosting	\$	\$	\$	\$

5.2 WRITTEN SUMMARY OF EXPERIENCE AND QUALIFICATIONS OF VENDOR (MANDATORY; SCORED)

The Vendor shall provide a written non-technical summary of the Vendor’s overall corporate background and experience as it relates to providing services specified herein. The response must demonstrate proven ability to identify and make available resources and candidates as described in this RFQQ. This summary should be no more than four pages and at minimum, address the following:

5.2.1 What is the Vendor’s overall experience integrating Web CMS with existing websites, specifically banking and healthcare/insurance?

5.2.2 What is the Vendor’s approach to delivering Software as a Service?

5.2.3 What is the Vendor’s approach to knowledge transition, management and training?

5.2.4 Familiarity with the operation of Washington State Government, Washington Healthplanfinder and the Affordable Care Act.

5.2.5 Experience with integration with a third party Vendor.

5.3 BUSINESS REQUIREMENTS TABLE (MANDATORY; SCORED)

The Vendor will list their ability to fulfill the minimum and additional desirable business requirements of the Web CMS by providing information in the following chart:

Business Requirements	Offered? (Yes/ No)	Out of the box? OR Customized?
Responsive design and compatibility with PC and mobile platforms		
Provides ability to add new, edit and delete webpages and content and includes standard display format editing capabilities		
Provides ability to manage text in English and Spanish		
Integrates with approximately 450 webpages, including but not limited to: <ul style="list-style-type: none"> • Home page including the scrolling selection of insurance company logos • Customer Support FAQs (377 webpages) • Customer Support glossary of terms • Consumer Info Center • Privacy Policy • Rights and Responsibilities • Terms and Conditions of Use 		N/A

<ul style="list-style-type: none"> • Consumers' account home dashboard • Alert messages and modals • Error codes 		
Permissions and access control		
URL customization		
Page or site versioning control		
12 x 5 technical support access		N/A
Storage of all applicable pages and sites		
Staged area for content management prior to publishing (Sandbox)		
Java-based platform		
Accessible physical support in the United States (ability to fly in on short notice, and arrive on site at the HBE office within 24 hours of being requested)		N/A
Search engine optimization		
Multiple authoring capabilities		
Template builder		
Marketing analytics		
Social media integration		
Video embedding capability		
Chat integration		
Multi-language capabilities (beyond English and Spanish)		
Ability to establish site map		
Automated workflows that route content through an approval process, but also allows for editing at each level.		
Support the following protocols: HTTP, HTTPS and FTP		
Provide for adequate security levels and audit trails to protect the integrity of the content.		
Provide a browser-based interface for system administration.		
Provide ability to restore individual pages/components from backup or versions.		
Ability to integrate with Microsoft Windows /IIS security for user authentication and system controls.		
Support 128-bit encryption or higher.		

5.4 TRAINING PLAN (MANDATORY; SCORED)

The Vendor shall describe the training curriculum and plan to train HBE staff how to use the Web CMS.

5.5 PRIOR WEB CONTENT MANAGEMENT SYSTEM CONTRACTS (MANDATORY)

Include a list of contracts the Vendor has had during the last five (5) years that relate to the Vendor's ability to provide the services under this RFQQ. Describe no more than two (2) similar Projects where Web Content Management System integration activities were provided by the Vendor, preferably in a comparable industry such as a Healthcare or Banking institution. Include the outcomes and deliverables achieved for the customer. List each contract reference numbers, the contract period of performance, contact persons, addresses, telephone numbers, and e-mail addresses for each contract.

The Vendor and any staff proposed through an SOW to provide the services must grant permission to HBE to contact references, and others for whom services have been provided. Do not include current HBE staff as references. Vendor References will be contacted and scored for the top-ranking response(s) only.

5.6 WORK PLAN (MANDATORY; SCORED)

The Vendor will provide a high level work plan that specifies the work necessary to complete the implementation of the Web Content Management System. The work plan will identify the tasks, time frames and key personnel for each task and highlight key milestones. The work plan must contain at minimum the scope of work and deliverables in Section 1.4, or the Vendor must specify why it is preferable to use different deliverables. The work plan submitted by the Vendor may be included in the contract pursuant to this RFQQ at the discretion of HBE.

5.7 VENDOR REFERENCES (MANDATORY; SCORED)

Three (3) Business References for the Vendor, with contact information. List names, addresses, telephone numbers, and e-mail addresses of three business references for which the firm has provided professional staff similar to those required by HBE, and briefly describe the type of service provided for them. Please confirm that the reference clients are aware that HBE may contact them. By submission of the references, the Vendor grants permission to the HBE to contact the references and others who may have pertinent information. Do not include current HBE staff as references. The HBE may evaluate additional references at HBE's discretion.

5.8 EXPERIENCE AND QUALIFICATIONS OF VENDOR-PROPOSED INSTALLATION TEAM (MANDATORY; SCORED)

5.8.1 Experience of Accountable Person

The accountable person for the Contract awarded through this RFQQ must have the following experience:

- a. A minimum of ten (5) years of experience in development and/or installation of Web Content Management Systems with existing websites; preferably for banking and healthcare/insurance websites.

5.8.2 Experience of the Vendor's Proposed Installation Team

Provide resumes (three pages or less) for the accountable person and key personnel who comprise the Contractor's proposed Installation team. The Resumes should provide a non-technical summary of the team's overall background and skills as it relates to providing services specified herein. This narrative should demonstrate proven ability to provide the successful installation of a Web Content Management System for HBE.

- Name, Title
- Education, Degrees, Certificates.
- Description of specific or unique consulting skills

Describe the accountable person's past experience with emphasis on consulting which may relate to the services described herein. Include a list of contracts the accountable person has performed during the last five years that relate to the ability to provide services similar to those required under this RFQQ. Briefly describe no more than two of these projects, preferably in Washington State, and if the work was performed in a public, private, or private/public setting.

Provide two References for the person who would be accountable for the Contract with contact information and a brief description of the type of service provided. By submission of the resumes the Vendor grants permission to HBE to contact the references and others who may have pertinent information. References will be checked at the option of HBE.

5.8.3 Qualifications of the Vendor's Proposed Installation Team

Provide in two pages or less the abilities and expertise of the Proposed Installation team that best qualifies the team to successfully implement a Web Content Management System as described herein.

6. SCREENING

6.1 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. The EXCHANGE 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.

7. EVALUATION

A team of evaluators comprised of EXCHANGE staff will evaluate responses. References will be contacted for the top scoring Vendors only. The EXCHANGE reserves the right to check additional references. Evaluators will assign points based upon the Vendor's response to scored elements of Section 8.

The Cost will be scored based on the Vendor's response to section 5.1, with the lowest overall cost presented receiving the highest cost score.

Oral presentations or interviews, if considered necessary, will be used in selecting the winning response(s). HBE, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an in-person oral presentation and final determination of contract award. Should HBE elect to hold oral presentations, it will contact the top-scoring Vendors to schedule a date, time and location. Commitments made by the Vendor at the oral interview, if any, will be considered binding.

Evaluators will independently score the oral presentations, if any, and meet after the oral presentations to reach a consensus score. The scores from the written responses will not carry forward. The results of the oral presentations shall determine the Apparently Successful Vendor.

8. SCORING

Evaluators will assign points based upon how well they believe the Vendor communicated their experience, knowledge and ability to meet the EXCHANGE’s needs.

SCORED ELEMENTS	
5.1 - FINANCIAL RESPONSE	20%
5.2 - WRITTEN SUMMARY OF EXPERIENCE AND QUALIFICATIONS OF VENDOR	15%
5.3 - BUSINESS REQUIREMENTS TABLE	20%
5.4 – TRAINING PLAN	10%
5.6 – WORK PLAN	10%
5.7 – VENDOR REFERENCES	5%
5.8 - EXPERIENCE AND QUALIFICATIONS OF VENDOR-PROPOSED INSTALLATION TEAM	20%
TOTAL	100%

FINAL SCORE

Evaluators will score each element (written summary of expertise and qualifications of vendor, business requirements table, training plan, work plan, vendor references, and experience and qualifications of vendor-proposed installation team) on a scale of 0-10 points. Scores will be weighted by the percent listed in the above chart. All evaluator scores will then be averaged for the final score.

9. AWARD

9.1 SELECTION

The RFQQ Coordinator will compile the final scores. One finalist will be selected as the ASV. The ASV will be the Vendor who: (1) meets all the requirements of this RFQQ; (2) receives the highest ranking as described in Section 8; and (3) receives the highest consensus score from oral presentations (if considered necessary by HBE).

9.2 NOTICE OF AWARD

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

10. POST AWARD

10.1 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 2: 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, the EXCHANGE 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.

10.2 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.

10.2.1 GROUNDS FOR PROTEST

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

- Arithmetic errors were made in computing the score.
- The EXCHANGE 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.

10.2.2 PROTEST PROCESS

A. 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 the EXCHANGE after the EXCHANGE has announced the ASV. Vendor protests shall be received, in writing, by the EXCHANGE within five (5) Business Days after the Vendor debriefing conference.

B. Format and Content

Vendors making a protest shall include in their written protest to the EXCHANGE 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; the EXCHANGE reference number (HBE15-003), acquisition method, the EXCHANGE Coordinator;
- Specific and complete statement of the EXCHANGE action(s) being protested;
- Specific reference to the grounds for the protest; and
- Description of the relief or corrective action requested.

C. EXCHANGE Review Process

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

The EXCHANGE 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 the EXCHANGE.

The EXCHANGE 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.

D. EXCHANGE Determination

The final determination shall:

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

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

EXHIBITS AND ATTACHMENTS

- EXHIBIT A – CERTIFICATIONS AND ASSURANCES
- ATTACHMENT 1 – RFQQ CHECKLIST
- ATTACHMENT 2 – SAMPLE CONTRACT

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

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 EXCHANGE 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 the EXCHANGE'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 the EXCHANGE will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the EXCHANGE, 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 3.15: Contract).

Vendor Signature

Vendor Company Name

Title

Date

**ATTACHMENT 1
RFQQ CHECKLIST**

- Letter of Transmittal
- Certifications and Assurances
- Vendor's Response to RFQQ
 - Financial Response
 - Written Summary of Experience and Qualifications of Vendor
 - Business Requirements Table
 - Training Plan
 - Prior Web Content Management System Contracts
 - Work Plan
 - Vendor References
 - Experience and Qualifications of Vendor-Proposed Installation Team

SAMPLE

Contract No. HBE-xxx	Subrecipient* <input type="checkbox"/> Yes <input checked="" type="checkbox"/> NO
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**ATTACHMENT 2
SAMPLE CONTRACT**

CONTRACT NO. HBE-xxx

**CONTRACT FOR PERSONAL SERVICES
BETWEEN
WASHINGTON HEALTH BENEFIT EXCHANGE
AND**

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 a Contractor to deliver a Web Content Management System (CMS) for the existing website, Washington Healthplanfinder. The Contractor will build or provide a Web CMS as well as services that provide WAHBE access to Washington Healthplanfinder content with the ability to update content, images, logos, links on all static and dynamic webpages, consistently.

The selected Vendor will assume full responsibility of the following activities:

- Customization of Web CMS (if necessary)
- Installation & integration of Web CMS
- Training for use of Web CMS to WAHBE staff

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. The EXCHANGE is under no obligation to pay for work performed without properly executed authorization.

3. 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 the EXCHANGE 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 C, 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 the schedule in Exhibit D, Statement of Work.

4. PERIOD OF PERFORMANCE

The period of performance under this Contract will be from _____, or from the Date of execution, whichever is later, through _____, unless sooner terminated as provided herein. No billable activity may take place until this Contract has been signed by both parties. The EXCHANGE may extend this Contract through _____, in whatever time increments the EXCHANGE deems appropriate. Notwithstanding the foregoing, no extension of this Contract will extend the Statement of Work, which may only be changed by written agreement of both parties.

5. 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.

6. COMPENSATION

The Maximum Not-To-Exceed Compensation, payable to 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.

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 the EXCHANGE as reimbursable and stated in the Statement of Work.

The maximum amount to be paid to the CONTRACTOR for authorized expenses shall not exceed \$_____, which amount is included in the Contract total above.

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.

SOURCE OF FUNDS: FEDERAL: \$ _____ STATE: \$0 OTHER: \$0
TOTAL: \$ _____

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 C) 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.

7. INVOICES AND BILLING PROCEDURES

The EXCHANGE 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, Exchange 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. The EXCHANGE 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 the Exchange 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 the EXCHANGE within 60 days after the Contract expiration date. Belated claims shall be paid at the discretion of the Exchange and are contingent upon the availability of funds.

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

The Exchange 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.

8. 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: [REDACTED]

Email: [REDACTED]

Contract Manager for EXCHANGE is:

Michael Marchand
WA Health Benefit Exchange
810 Jefferson Street (mailing address-Post Office Box 657, Olympia, WA 98507)
Olympia, WA 98504
Phone: (360) 688-7745
E-mail address: michael.marchand@wahbexchange.org

9. Notices

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.

10. ASSURANCES

The EXCHANGE 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.

11. 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 - Statement of Work
- Exhibit C – Data Security Requirements
- Exhibit E - Cooperative Agreement number HBEIE150218-01-00
- RFQQ 15-003 dated July XX, 2015
- Contractor's Response to RFQQ 15-003 dated August xx, 2015
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

12. 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.

13. 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.

14. APPROVAL

This Contract shall be subject to the written approval of the EXCHANGE'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, consisting of 4 pages and 6 attachments, 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

SAMPLE

**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 the Exchange 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, the EXCHANGE 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, the EXCHANGE shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the Contract by the CONTRACTOR. The rights and remedies of the EXCHANGE 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. The EXCHANGE shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the EXCHANGE 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 the EXCHANGE 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.

The EXCHANGE 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. The EXCHANGE 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.

The EXCHANGE 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

The EXCHANGE 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 the EXCHANGE 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 the EXCHANGE 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 the EXCHANGE 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 the EXCHANGE 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. The EXCHANGE may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the EXCHANGE 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 nonrenewed 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 the Exchange 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 the EXCHANGE for any damages related to the CONTRACTOR'S unauthorized use of personal information.

26. PUBLICITY

The CONTRACTOR agrees to submit to the EXCHANGE 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, the EXCHANGE 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 the Exchange 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 the EXCHANGE determines the CONTRACTOR has failed to comply with the conditions of this Contract in a timely manner, the EXCHANGE has the right to suspend or terminate this contract. Before suspending or terminating the contract, the EXCHANGE 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.

The EXCHANGE 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 the EXCHANGE 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 the EXCHANGE 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, the EXCHANGE 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, the EXCHANGE 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, the EXCHANGE 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 the EXCHANGE 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.

The EXCHANGE 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 the EXCHANGE 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. The EXCHANGE may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the EXCHANGE against potential loss or liability.

The rights and remedies of the EXCHANGE 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 the EXCHANGE 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 the EXCHANGE 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 the EXCHANGE has or may acquire an interest.

40. TREATMENT OF ASSETS

- A. Title to all property furnished by the EXCHANGE shall remain in the EXCHANGE. 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 the EXCHANGE 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 the EXCHANGE 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 the EXCHANGE in whole or in part, whichever first occurs.
- B. Any property of the EXCHANGE 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 the EXCHANGE 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 the EXCHANGE and shall take all reasonable steps to protect the property from further damage.
- E. The CONTRACTOR shall surrender to the EXCHANGE all property of the EXCHANGE 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

The Exchange 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 the Exchange 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, the Exchange will download the current OFAC SDN file and compare it to Exchange and statewide vendor files. In the event of a positive match, the Exchange 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. The Exchange 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 the Exchange 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, the Exchange shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Contractor’s Proprietary Information, the Exchange 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, the Exchange 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 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.
 - 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 the EXCHANGE 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 the EXCHANGE 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-EXCHANGE Data. Or,
- c. EXCHANGE Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to EXCHANGE Data. Or,
- d. EXCHANGE Data will be stored in a database which will contain no non-EXCHANGE Data. Or,
- e. EXCHANGE Data will be stored within a database and will be distinguishable from non-EXCHANGE Data by the value of a specific field or fields within database records. Or,
- f. When stored as physical paper documents, EXCHANGE Data will be physically segregated from non-EXCHANGE Data in a drawer, folder, or other container.
- g. When it is not feasible or practical to segregate EXCHANGE Data from non-EXCHANGE Data, then both the EXCHANGE Data and the non-EXCHANGE 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 EXCHANGE 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 EXCHANGE staff of such policy upon request. The compromise or potential compromise of EXCHANGE shared Data must be reported to the EXCHANGE Contact designated on this Contract within one (1) business day of discovery.

7. Data shared with Sub-contractors. If EXCHANGE 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 articulated within this Contract, then the contract with the sub-contractor must be submitted to the EXCHANGE Contact Services for review and approval.

Exhibit E - Cooperative Agreement number 1 HBEIE150218-01-00



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Document**