



## **Request for Qualifications and Quotations**

**Number HBE 18-001**

**Janitorial Services**

**RFQQ RELEASE DATE:**  
January 19, 2018

## 1. INTRODUCTION and OVERVIEW

### 1.1. Purpose and Authority

The Washington Health Benefit Exchange (hereafter called WAHBE) is initiating this Request for Quotations and Qualifications (RFQQ) to obtain one (1) qualified Vendor to provide routine janitorial services for WAHBE's one (1) building located at 810 Jefferson St SE in Olympia Washington. The cleaning services required are described in Section 2 "SCOPE OF WORK AND DELIVERABLES."

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

### 1.2. Organization Background

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

*Washington Healthplanfinder* offers Washington State residents:

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

WAHBE serves more than 1.8 million residents annually. As of November 2016, more than 168,000 Washington residents were enrolled in QHP and more than 1.6 million were enrolled in Washington Apple Health.

For further information on WAHBE, please use the following link:

<https://www.wahbexchange.org/about-the-exchange/what-is-the-exchange/>

### 1.3. Project Information

WAHBE requires professional janitorial services to be provided to its leased commercial office space. Currently, WAHBE has approximately one hundred twenty-five (125) employees and fifteen (15) Contractors on-site. Most staff work standard business hours of Monday – Friday, 8:00 a.m. to 5:00 p.m. However, WAHBE staff can be on-site at any time.

The WAHBE building is a five (5) story building (2<sup>nd</sup> floor through 5<sup>th</sup> floor occupied). The first floor contains a small lobby area and an access corridor. The basement contains a small lobby area. The approximate square footage to be maintained through this Contract is twenty-eight thousand, one hundred sixty-eight (28,168) square feet.

For years 2016 and 2017, WAHBE's average annual cost for consumable products (can liners, paper towels, toilet paper, toilet seat covers, sanitary receptacle liners, urinal screens, and hand soap) was ten thousand, seven hundred forty-one and 17/100ths dollars (\$10,741.17).

For Vendor information and reference, maps of each floor of the building are provided as Exhibit E.

#### **1.4. Definitions**

Definitions for the purposes of this RFQQ, and any resulting Contract, include:

ASV – Apparent Successful Vendor. The Vendor selected to do work for WAHBE, but does not yet have a signed a Contract.

Contractor – A Vendor who has executed a formal Contract with WAHBE.

Vendor – A person, firm, or company proposing to do work on behalf of WAHBE.

#### **1.5. Vendor Information and Eligibility**

This RFQQ is open to Vendor organizations that are licensed to do business in the State of Washington, or are willing to become licensed prior to Contract execution, and satisfy all the following minimum mandatory qualifications:

- Vendor has at least five (5) years' experience providing janitorial services to commercial offices.
- Vendor's proposed management/supervisory team has at least three (3) years' experience successfully overseeing janitorial services.

Desirable qualifications include:

- Experience with organizations with secure facilities containing sensitive data
- Vendor's business location is within thirty (30) miles of WAHBE office.

#### **1.6. Period of Performance**

The period of performance of any Contract(s) resulting from this RFQQ begins May 1, 2018 and ends June 30, 2020. WAHBE, at its sole discretion, may extend the period of performance through June 30, 2023 in whatever time increments WAHBE deems appropriate.

#### **1.7. Award**

WAHBE intends to award one (1) Contract as a result of this RFQQ.

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

#### **1.8. Funding**

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

## 1.9. RFQQ Schedule

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

Item	Action	Date
1	WAHBE issues RFQQ	January 19, 2018
2	Optional Vendor Conference and Site Visit – 11:00 a.m. PT	January 30, 2018
3	Vendors may submit written questions until 3:00 p.m. PT	February 2, 2018
4	WAHBE will issue responses in an Addendum by 3:00 p.m. PT	February 9, 2018
5	Vendors must submit responses to RFQQ by 3:00 p.m. PT	February 23, 2018
6	WAHBE evaluation of responses	March 9, 2018
7	WAHBE notifies Vendors and begins negotiations with the ASV	March 23, 2018
8	Vendor Debriefings	Week of March 26 <sup>th</sup>
9	Contract(s) Execution	April 16, 2018
10	Services Start Date	May 1, 2018

The Schedule outlines important dates for action. WAHBE reserves the right to revise this Schedule. Items 1-5 may be revised at any time by written addendum. Dates listed for items 6-10 are approximate and may be changed at any time without notice.

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## 2. SCOPE OF WORK AND DELIVERABLES

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

### 2.1 GENERAL REQUIREMENTS

- A. Janitorial services shall occur at WAHBE, located at 810 Jefferson Street SE in Olympia Washington between the hours of 6:00 p.m. and 5:00 a.m. Most services will occur on weekdays, but certain tasks may require weekend work.
- B. Insofar as practicable, the Contractor, in carrying out his/her work, shall employ methods or means that will not cause any interruption of, or interference with, the work of WAHBE. WAHBE's Associate Director of Finance, or designee, shall have final approval of the service schedule.
- C. Janitorial services are expected to be performed in a detail-oriented, professional, courteous, and safe manner at all times.
- D. Contractor shall provide all equipment, training, and materials necessary to meet the requirements listed herein.

### 2.2 PRODUCT REQUIREMENTS

- A. Contractor shall provide all materials, chemicals, supplies and related equipment necessary to perform the required tasks. To the greatest extent possible, chemicals, cleaners and floor finishes must comply with Green Seal Standards GS-37 and GS-40.
- B. All chemicals must be pre-approved by the Associate Director of Finance, or designee.

Contractor shall obtain Associate Director of Finance, or designee, approval prior to making substitutions for any products for any reason. Products that have not been pre-approved by WAHBE will not be accepted and will be returned to the Contractor at their expense.

- C. If a Contracted product is no longer available from the manufacturer, Contractor shall give thirty (30) calendar days advance written notice to WAHBE about pending unavailability. The Contractor shall include a recommended substitution including item description and/or sample, price and any other pertinent information. WAHBE reserves the right to accept or reject the Contractor's recommendation.
- D. WAHBE has minimal storage space and utilizes a just-in-time inventory system at its facility. In most cases, no more than a two (2) week supply of materials can be stored at WAHBE. Contractor shall distribute products and manage the inventory according to agreed-upon minimums and maximums. The acceptable inventory levels will be determined by the Associate Director of Finance, or designee, with input from the Contractor.

### **2.3 SAFETY REQUIREMENTS**

- A. Contractor shall be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they apply to this RFQQ. The Contractor must be aware of and strictly follow the safety standards concerning materials used.
- B. Contractor shall provide a Material Safety Data Sheet (MSDS) to the Associate Director of Finance, or designee, for all chemicals and products used within five (5) days of Contract Execution and prior to the use of any new or replacement products.
- C. Contractor shall develop and implement procedures to ensure its employees use chemicals in accordance with the instructions of the chemical manufacturers.
- E. Contractor shall train employees on accident prevention and provide barricades necessary to protect persons and property against injury or damage.
- F. Some tasks may require employees to work with potentially hazardous materials. Contractor shall ensure employees are trained and medically cleared for such work in accordance with Occupational Safety and Health Administration (OSHA) and Washington Industrial Safety and Health Act (WISHA) requirements. This includes, but is not limited to, OSHA Hazard Communication standards as established in 29 CFR 1910.1200. Contractor shall also be required to assess the need for, and provide their employees personal protective equipment (PPE) as required.
- G. Contractor shall develop and implement procedures to ensure employees are fully trained and familiar with the proper clean-up, bagging, and disposal of bio-hazardous materials and blood-borne pathogens.
- H. Contractor shall ensure that all Contractor owned equipment used to carry out the duties described in this RFQQ are in safe operating condition at all times. Examples include, but are not limited to; ensuring that no equipment has frayed cords, damaged switches, or broken or missing parts.
- I. Contractor shall keep a record of all training for each employee. The record shall show, at a minimum, each employees name, date of employment, and date and type of training received. A transcript of the training record shall be made available to WAHBE upon request.
- J. Contractor is responsible for the security of the facility during the performance of these services and shall ensure that all facility gates, secured doors, and exterior doors remain locked during his/her work hours and upon Contractors departure from the facility. After each period of janitorial services, unnecessary lights shall be turned off, and outside doors and gates locked.
- K. Contractor shall not duplicate keys without approval by the Associate Director of Finance, or designee and shall be responsible for the return of any keys that may have been provided or created.

## **2.4 BACKGROUND CHECKS**

- A. In accordance with Exhibit B – Sample Contract, Section 7, Contractor shall provide WAHBE with a copy of a State and Federal criminal background check for each employee providing work under this Contract and any other staff accessing the building for inspection or supervision purposes.
- B. Employees for whom WAHBE has not received a background check will not be allowed to conduct work on WAHBE property. Contractor assumes all responsibility for work not performed because of a background check not being provided to WAHBE.
- C. WAHBE reserves the right to reject any proposed Contractor Staff because of information produced by such background check.

## **2.5 EMPLOYEE IDENTIFICATION**

- A. WAHBE is a secured building that requires access badges for entry. Janitorial staff will be provided access badges for entry. Contractor shall immediately report any lost or stolen access badges to WAHBE Associate Director of Finance, or designee.
- B. Each employee shall be easily identified as a janitorial service employee while on any WAHBE property. This includes wearing a uniform shirt, smock, apron or jacket associated with the Contractor's company. An identification tag or badge showing the employee's name and company name (or embroidered on the uniform shirt, smock, apron or jacket) shall be worn and visible always. Each employee must obtain and wear (visible always) any keys, fobs, or access cards issued to obtain access to all necessary locations.
- C. In addition to a uniform shirt, smock, apron or jacket, each employee shall be appropriately dressed and display a professional appearance while conducting services at WAHBE. Dress and safety standards shall be followed including, but not limited to; wearing closed toed shoes and long pants and displaying proper personal hygiene.

## **2.6 REPORTING REQUIREMENTS**

- A. Contractor shall provide an annual usage history report for all consumable supplies used under the Contract.
- B. Contractor's must create and maintain Quality Control Inspection Reports. Such reports shall be supplied to Associate Director of Finance, or designee, upon request.
- C. Contractor shall provide a list of all personnel who will perform work at WAHBE. Contractor shall update WAHBE in writing whenever personnel changes occur prior to new personnel beginning work at WAHBE.
- D. Contractor shall create a weekly checklist that verifies the completion of each weeks' required cleaning activities. Each week's completed checklist shall be left in a designated Janitorial room. The checklist must be approved by Associate Director of Finance, or designee, prior to implementation.
- E. All security incidents to include but not limited to broken locks, filing cabinets or personnel not wearing proper ID shall be reported to Associate Director of Finance, or designee within one (1) business day.

## **2.7 COMPLIANCE WITH POLICIES**

Contractor is responsible to ensure that all employees assigned to work on WAHBE property are aware of and comply with the following:

- A. Contractor and all employees are required to sign in and out of the log located at WAHBE reception when entering and leaving the facility.
- B. Alcohol, drugs, tobacco, and weapons are not permitted on WAHBE property.
- C. Any behavior that undermines the safety and security of the work environment is prohibited including, but not limited to; violence, harassment and discrimination.

- D. Unsafe conduct is prohibited. Examples include, but not limited to;
- Horseplay and practical joking
  - The use of head phones or devices which impair hearing
  - Knowingly using unsafe tools or equipment
  - Propping open locked exterior doors
  - Failure to wear safety equipment when appropriate
  - Bringing non-employees on the worksite
- E. Use of WAHBE equipment or resources without prior approval from Associate Director of Finance, or designee is prohibited.
- F. Contractor shall ensure that staff do not disturb papers on desks, open desk drawers or cabinets, or otherwise access or handle WAHBE information.

**2.8 FLOORING MATERIAL AND AREA SUMMARY**

The current flooring materials and their approximate surface areas on each floor are as follows (shown in square feet):

<b>Basement</b>	
Carpet	188
Vinyl Tile	0
Ceramic Tile	0

<b>Third (3<sup>rd</sup>) Floor</b>	
Carpet	7,000
Vinyl Tile	750
Ceramic Tile	270

<b>First (1<sup>st</sup>) Floor</b>	
Carpet	100
Vinyl Tile	0
Ceramic Tile	80
Concrete	300

<b>Fourth (4<sup>th</sup>) Floor</b>	
Carpet	6,000
Vinyl Tile	100
Ceramic Tile	350

<b>Second (2<sup>nd</sup>) Floor</b>	
Carpet	7,000
Vinyl Tile	80
Ceramic Tile	300

<b>Fifth (5<sup>th</sup>) Floor</b>	
Carpet	5,000
Vinyl Tile	120
Ceramic Tile	230

**Stairs:** Two (2) stairwells with ten (10) flights of stairs each, six (6) landings of approximately fifty (50) square feet each, covered in rubber tile.

**2.9 MINIMUM SERVICE SCHEDULE**

The following tasks and frequencies shown below are minimum requirements.

<b>Carpet</b>	<b>Frequency</b>
Detail vacuum lobbies, main hallways, and rugs	5x per week Mon. through Fri.
Detail vacuum cubicles, offices, conference rooms, and elevator	1x per week
Shampoo wall to wall	2x per year
Detail Stain Removal	As Needed

<b>Vinyl Tile</b>	<b>Frequency</b>
Wet mop	2x per week
Dust Mop and Spot Wet Mop	3x per week
Machine scrub and top coat	2x per year
<b>Ceramic Tile</b>	<b>Frequency</b>
Bathrooms – Sweep and Wet Mop	5x per week Mon. through Fri.
Main entrance – Sweep and Wet Mop	2x per week
Machine scrub and top coat all ceramic tile	2x per year
<b>Bathrooms</b>	<b>Frequency</b>
Clean and sanitize all toilets, urinals, sinks, mirrors, counter tops, and showers (2 showers located on the 3 <sup>rd</sup> floor).	5x per week Mon. through Fri.
Refill soap, paper towels, toilet paper, seat covers, and sanitary napkin containers.	5x per week Mon. through Fri.
<b>Garbage and Recycle</b>	<b>Frequency</b>
Empty garbage cans and replace liners in common areas, cubicles, and offices and place in dumpster.	5x per week Mon. through Fri.
Empty green bins (4 in 3 <sup>rd</sup> floor lunch room, 3 on the 2 <sup>nd</sup> floor, 2 on the 4 <sup>th</sup> floor, and 2 on the 5 <sup>th</sup> floor).	5x per week Mon. through Fri.
Clean and disinfect green recycle bins (3 in 3 <sup>rd</sup> floor lunch room, 3 on the 2 <sup>nd</sup> floor, 2 on the 4 <sup>th</sup> floor, and 2 on the 5 <sup>th</sup> floor).	1x per month
Clean and disinfect all garbage and recycle cans (excludes the large recycle cans in the copy rooms)	As Needed or as visibly soiled
<b>Stairs</b>	<b>Frequency</b>
Spot Dust Mop	2x per week
Detail Wet Mop	1x per week
Detail Stain Removal	As Needed
<b>Miscellaneous</b>	<b>Frequency</b>
Clean Drinking Fountains (2 on the 2 <sup>nd</sup> floor and 2 on the 4 <sup>th</sup> floor)	5x per week Mon. through Fri.
Clean Lunchroom Tables, Counters, and Chairs	5x per week Mon. through Fri.
Clean Conference Room Tables (cleaned of any dirt, stains, debris, fingerprints/smudges)	1x per week
Clean Outer Surface of Vending Machines	5x per week Mon. through Fri.
Spot Clean Doors, Sidelights, and Light Switches	5x per week Mon. through Fri.



Pick up debris outside the covered front entrance (from door to sidewalk for the entire length of the building)	5x per week Mon. through Fri.
Clean elevator walls, buttons, handrail, door, and door track	1x per week
Wash and disinfect all bathroom walls and toilet partition walls	6x per year – every 2 months
Clean interior glass in offices and conference rooms	1x per month
Clean interior side of exterior facing windows	1x per month
Dust all high ledges (5 feet and higher), dust light fixtures and ceiling vents	1x per month
Dust all horizontal and venetian blinds	6x per year – every 2 months
Vacuum and spot clean cloth covered chairs in lobbies	1x per month
Clean and disinfect conference room chairs	1x per year
Dust wardrobe tops	2x per month
Sweep and remove algae and moss build up from hard deck balconies (3 on the 2 <sup>nd</sup> floor, 1 on the 3 <sup>rd</sup> floor, 2 on the 4 <sup>th</sup> floor, and 2 on the 5 <sup>th</sup> floor)	1x per year (late Spring or early Summer)
Sweep 1 <sup>st</sup> floor access corridor	1x per month

## 2.10 PERFORMANCE STANDARDS AND EVALUATION

WAHBE will monitor the Contractor's performance under the Contract. All questions concerning the quality or acceptability of materials used, the work performed, the manner of performance, and progress meeting the requirements of the Contract should be addressed to the Associate Director of Finance, or designee.

The following minimum performance standards will be used to evaluate the Contractor's performance:

- A. Absence of dust, lint, spider webs, litter and/or trash etc. in facilities, on surfaces, floors, walls, ledges, upholstered furniture, systems furniture, equipment, fixtures and other items located less than five (5) feet from the ground.
- B. Absence of finger marks, spots and/or soil build-up on walls, partitions, doors, windows, dividers, and other items located less than five (5) feet from the ground.
- C. Absence of stains, streaks, soil or other residue or latent odors in bathrooms, including, but not limited to; urinals, toilets, sinks, showers, stall partitions, wall, dispensers, floors, and floor drains located less than five (5) feet from the ground.
- D. Absence of bacterial growth or spore formations on sink surfaces and water fountains.
- E. Absence of graffiti, marks, streaks, spots, stains from all mirrors, stainless steel, chrome, brass and other bright metal surfaces where appropriate. All work shall be polished to a dry sheen.
- F. Absence of chewing gum on floors, carpet, or any other surface.
- G. The reflectance and protective finish on smooth, hard surfaced tile and resilient floors shall be a uniform gloss without streaks, swirls or visible scratches.
- H. Absence of incrustation, soil and wax build-up on floors, particularly in corners, along edges and baseboards, around door jams and around furniture and equipment legs and bases.
- I. Absence of soil, litter, dust and spots on carpets, mats and hard floors.
- J. Janitorial equipment and supply storage areas are in a neat condition.

- K. Absence of soil, litter, dust, and incrustation on urns, wastebaskets, and trash containers.
- L. Absence of marks, spots, stains and streaks on interior and exterior entrance doors and glass, all partition glass, and interior windows.
- M. Absence of soil and dust on window blinds, shades, sills, frames and ledges located less than five (5) feet from the ground.
- N. Absence of trash in buildings. Trash shall be collected and removed to designated area which shall be maintained in a neat and tidy condition.
- O. Contractor has provided adequate protection against slippery floors by ensuring finishes and treatments are properly applied and maintained, areas are free of standing water, and appropriate precautionary signs are present.
- P. Staff arrive for work on WAHBE property on time and in appropriate attire/uniform.
- Q. Invoices for services are provided on time and display accurate charges and information.
- R. Supervisors conduct on-site performance and quality inspections as required.
- S. Checklists and logs are completed and submitted as required.

### **2.11 QUALITY CONTROL**

- A. The overseeing Contract supervisor shall check in with each shift worker at least weekly and conduct random inspection of the work they are performing. All discrepancies should be reported back to the Associate Director of Finance, or designee with a solution to resolve the issue and a schedule as to when it will be completed.
- B. The overseeing Contract supervisor will meet quarterly with the Associate Director of Finance, or designee to perform an inspection of the facilities. All discrepancies will be noted and a solution to resolve the issue and a schedule as to when it will be completed will need to be provided.

### **2.12 REMEDIES FOR SUB-STANDARD OR NON-PERFORMANCE**

In the event WAHBE finds the Contractor's performance to be sub-standard or in non-performance, WAHBE reserves the right to:

- A. Notify the Contractor of sub-standard performance or non-performance and allow the Contractor to correct such item(s) within a reasonable amount of time after notification, as determined by the Associate Director of Finance, or designee.
- B. Repeated sub-standard or non-performance may result in the cancellation of the Contract through the termination process in Exhibit B – Sample Contract.

## **3. GENERAL INFORMATION**

### **3.1 Communication through RFQQ Coordinator**

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

Erin Hamilton, CPPB  
 WAHBE Contracts Office  
 RE: RFQQ HBE 18-001  
 Email: [contracts@wahbexchange.org](mailto: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 WAHBE.

Vendors should rely only on written statements issued by the RFQQ Coordinator or her designee.

### 3.2 Optional Vendor Conference and Site Visit

A Vendor conference will be held at the time and date identified in Section 1.9., RFQQ Schedule. The conference will be held at WAHBE, located at 810 Jefferson St SE in Olympia Washington. This conference will provide prospective Vendors a formal opportunity to clarify the baseline requirements, procurement method and procedure, terms and conditions, and other issues related to the RFQQ. A tour of the facility will also be provided. Vendors are strongly encouraged to attend.

If feasible, Vendors are asked to notify the Procurement Coordinator if intending to attend this pre-proposal conference and site visit. Doing so will assist WAHBE in ensuring adequate space for all attendees.

### 3.3 Vendors' Questions and WAHBE Responses

Vendor questions regarding this RFQQ will be accepted until the date and time specified in RFQQ Section 1.9. Early submission of questions is encouraged. Vendor questions must be submitted in writing via email to the RFQQ Coordinator at the email listed in Section 3.1.

Official responses to Vendors' written questions will be posted as a numbered addendum on Washington's Electronic Business Solution (WEBS) system at <https://fortress.wa.gov/ga/webs/home.html> and on WAHBE procurement webpage at [www.wahbexchange.org/about-the-exchange/what-is-the-exchange/vendor-procurements](http://www.wahbexchange.org/about-the-exchange/what-is-the-exchange/vendor-procurements) by the date and time specified in RFQQ Section 1.9. The name of Vendor that submitted the question(s) will not be identified. Only written responses posted to WEBS and WAHBE webpage will be considered official and binding.

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

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

### 3.4 EMAIL

Email is to be used for all communications required in this RFQQ. WAHBE may also communicate with Vendor utilizing the same methods.

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

### 3.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

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

**A Vendor cannot restrict its entire response or entire sections of the response from disclosure. A Vendor also cannot restrict its pricing from disclosure. Attempts to restrict disclosure using footer on every page to restrict disclosure will not be honored.**

If Vendor wants to protect any Proprietary Information that is included in its response from disclosure, the information shall be clearly designated by 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, WAHBE shall maintain the confidentiality of Vendor's information marked Proprietary Information. If a public disclosure request is made to view Vendor's Proprietary Information, WAHBE shall notify Vendor of the request and of the date that the Proprietary Information shall be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor fails to obtain a court order enjoining disclosure, WAHBE will release the Proprietary Information on the specified date.

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

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

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

### **3.7 RFQQ RESPONSE PROPERTY OF WAHBE**

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

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

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

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

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

### **3.10 ERRORS IN RESPONSE**

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

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

### **3.11 RFQQ AMENDMENTS**

WAHBE reserves the right to amend this RFQQ. Amendments will be posted to the WEBS website at <https://fortress.wa.gov/ga/webscust/> and on WAHBE procurement webpage at [www.wahbexchange.org/about-the-exchange/what-is-the-exchange/vendor-procurements](http://www.wahbexchange.org/about-the-exchange/what-is-the-exchange/vendor-procurements).

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

### **3.12 WITHDRAWAL OF RESPONSE**

Vendors may withdraw a response that has been submitted at any time up to the response due date and time identified in Section 1.9. To accomplish response withdrawal, a written request signed by an authorized representative of Vendor must be submitted to the RFQQ Coordinator via email to [contracts@wahbexchange.org](mailto:contracts@wahbexchange.org). After withdrawing a previously submitted response, Vendor may submit another response at any time up to the response submission due date and time.

### **3.13 RIGHT TO CANCEL**

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

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

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

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

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

### **3.16 CONTRACT EXECUTION**

The ASV will be expected to sign a Contract substantially the same as the Contract included in this RFQQ as Exhibit B – Sample Contract. The Contract will also incorporate this RFQQ and the successful response.

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

If the ASV fails to sign the final Contract within ten (10) calendar days of delivery, WAHBE may revoke the award and award the Contract to the next-highest-ranked Vendor.

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## 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 Vendor's experience and ability to provide the skill sets requested.

- 4.1.1 The Letter of Transmittal and RFQQ responses are to be submitted via email in unrestricted Word, Excel or PDF format.
- 4.1.2 Pages are to be formatted as standard 8.5" x 11" white paper. Font size can be no less than 10 point. Margins can be no less than ½ inch. Each page must be numbered.
- 4.1.3 Figures and tables must be numbered and referenced in the text of the response by that number. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible.
- 4.1.4 The response, as well as any reference materials presented by Vendor, must be written in English and Vendor must provide all rates in United States dollars.
- 4.1.5 Vendor must title, number and respond to each element in the order it appears below in Section 4.2.
- 4.1.6 Vendor must respond to every element, except where otherwise stated. Responses must provide complete, concise information regarding Vendor's experience and ability to provide the skill sets requested.
- 4.1.7 Some elements may have page limitations that will be enforced.

### 4.2 RESPONSE CONTENTS

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

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

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

- 4.2.1.1 Identifying information about Vendor to include the following:
  - Vendor's business name, address, telephone number, and email
  - The legal status of the bidding entity (partnership, corporation, etc.) and the year the Vendor's entity was organized as it now substantially exists.
  - The name, telephone number, and email of the person who will have primary contact with WAHBE in carrying out the responsibilities of the Contract.
  - The name(s), titles, and contact information of all persons authorized to speak on behalf of Vendor on matters related to this RFQQ.
  - The name and address of the entity that receives legal notices for Vendor.
- 4.2.1.2 Provide a statement affirming that by submitting a response to this RFQQ, Vendor and its key Subcontractors represent that they are not in arrears in the payment of any obligations due and owing the State of Washington, including the payment of taxes and employee benefits, and that it shall not become in arrears during the term of the Contract if selected for Contract award.

- 4.2.1.3 Vendor's Washington Uniform Business Identification (UBI) number. Vendor must be licensed to do business in the State of Washington before any resulting Contract is executed. Provide Vendor organization's UBI number issued by the Washington State Department of Licensing or an affirmation that the Vendor will obtain a business license before executing a Contract.
- 4.2.1.4 State Vendor's Federal Employer Tax Identification Number.
- 4.2.1.5 If the Vendor or any Subcontractor contracted with the State of Washington during the past twenty-four (24) months, indicate the name of the agency, the Contract number and project description and/or other information available to identify the Contract.
- 4.2.1.6 Conflict of Interest information:
- If any of Vendor's or Subcontractor's employees or officers were employed by WAHBE or the State of Washington during the last two (2) years, state their positions within the organization, their proposed duties under any resulting Contract, their duties and position during their employment with WAHBE or the state, and the date of their termination from WAHBE/state employment.
  - If any owner, key officer, or key employee of Vendor is related by blood or marriage to any employee of WAHBE or has a close personal relationship to same, identify all the parties, identify their current or proposed positions, and describe the nature of the relationship.
  - Vendor must disclose if they have a business relationship with any current major WAHBE Contractor.
  - If Vendor is aware of any other real or potential conflict of interest, Vendor must fully disclose the nature and circumstances of such potential conflict of interest. If, after review of the information provided and the situation, WAHBE determines that a potential conflict of interest exists, it may, at its sole option, disqualify Vendor from participating in this RFQQ. Failure to fully disclose any real or potential conflict of interest may result in the disqualification of Vendor or the Termination for Default of any Contract with Vendor resulting from this RFQQ.
- 4.2.1.7 Vendors must indicate whether they have had a Contract terminated for default in the last five (5) years. Termination for Default is defined as a notice to stop work due to Vendor's nonperformance or poor performance, where the issue of performance was either not litigated due to inaction on the part of Vendor, or litigated and determined that Vendor was in default.
- If Vendor has had a Contract terminated for default in the last five (5) years, Vendor must submit full details including the other party's name, address, and telephone number. Vendor must specifically grant WAHBE permission to contact any and all involved parties and access any and all information WAHBE determines is necessary to satisfy its investigation of the termination. WAHBE will evaluate the circumstances of the termination and may at its sole discretion, bar the participation of Vendor in this RFQQ.
- 4.2.1.8 The page numbers and names of any response elements being claimed as "Proprietary" or "Confidential" (see Section 3.5). Include an explanation for each claim of confidentiality.
- 4.2.1.9 Any alternate Contract language Vendor wishes to propose (see section 3.16). If alternate Contract language is longer than one (1) page, attach it to your Letter

of Submittal as a separate document. If none is proposed, it will be assumed that the Contract will be accepted without change.

- 4.2.1.10 A list of all RFQQ amendments received by amendment issue date. If no RFQQ amendments were received, write a statement to that effect. Vendor questions/ WAHBE responses are considered an amendment to the RFQQ.
- 4.2.1.11 A detailed list of all materials and enclosures being sent in the response.

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

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

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

Provide three (3) business references for Vendor. List names, addresses, telephone numbers, and emails of three (3) business references for which Vendor has provided professional janitorial services similar to those required by WAHBE. Describe the type of services provided, project duration, and primary contact person.

By submission of the references, Vendor grants permission to WAHBE to contact the references and others who may have pertinent information. Do not include current WAHBE staff as references. WAHBE may evaluate additional references at WAHBE's discretion.

Vendor References will be contacted and scored for the top-ranking response(s) only.

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

Vendor must specify experience providing janitorial services to include: number of years providing services; number of organizations Contracted with to perform janitorial services; approximate size of the organizations serviced (include estimated number of employees and square footage); type of building (e.g. professional office space, retail, industrial, warehouse, etc.); and type of organization (governmental, nonprofit, commercial, etc.).

Also include experience providing services to organizations with secured building access, sensitive areas, and/or requiring background checks or security clearances for janitorial Vendors.

#### **4.2.5 Project Approach (Mandatory, Scored)**

Vendor shall specify their approach to ensure high quality janitorial services are provided and their responsiveness to customer needs. Please include description of any Vendor internal standards, policies, or procedures that ensure quality services, customer communication, issue resolution, and providing reliable, well-trained staff. In addition, provide responses to the following questions regarding their approach to delivering janitorial services to WAHBE:

Question 1: Tell us about a time when a past customer was dissatisfied with your work? How did you remedy the issue(s)? Describe the customer(s) satisfaction with the resolution.



Question 2: Describe the steps you will take to ensure your services are completed accurately and timely. Include any quality control measures you use to monitor performance.

#### **4.2.6 Proposed Cleaning Schedule (Mandatory, Pass/Fail)**

Vendor shall provide a proposed 12-month cleaning schedule beginning May 1, 2018 and ending April 30, 2019. The schedule shall incorporate all daily, weekly, monthly, and periodic cleaning tasks identified in Section 2.9 “Minimum Service Schedule”.

#### **4.2.7 Proposed Cleaners and Chemicals (Mandatory, Pass/Fail)**

Using the template provided in Exhibit C, Vendor shall provide a list of all proposed cleaning supplies and chemicals to be used in delivering cleaning services to WAHBE. Vendor shall specify the name of the product, manufacturer, use/purpose, and whether the product meets Green Seal Standards GS-37 (for general purpose cleaning products) or GS-40 (for floor-care products).

#### **4.2.8 Cost Proposal (Mandatory; Scored)**

Using the template provided in Exhibit D, Vendor shall provide a single, annual price to perform all services, in the frequencies required, per Section 2.9 “Minimum Service Schedule” for the period beginning May 1, 2018 and ending April 30, 2019. Vendor shall also provide a separate annual cost for consumable products. Vendor shall provide the hourly rate and product mark-up for janitorial services that may be requested outside the schedule.

The Vendor’s proposed annual prices shall be divided into twelve equal installments to determine the monthly price for services and consumables. This monthly price shall remain in effect through the initial term of the Contract.

The cost proposal must be signed by a Vendor representative with authority to bind Vendor to the prices proposed.

### **4.3 Delivery of Responses**

Email Response(s) to:

Erin Hamilton, CPPB  
RFQQ Coordinator  
WAHBE Contracts Office  
RE: RFQQ HBE 18-001  
Email: [contracts@wahbexchange.org](mailto:contracts@wahbexchange.org)

The response must arrive to the WAHBE RFQQ Coordinator, no later than 3:00 p.m., PT, on the response due date stated in the in Section 1.9.

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

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

## 5 SCREENING, EVALUATION, AND AWARD

### 5.1 Administrative Screening

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

### 5.2 Evaluation Process

#### 5.2.1 Review of Mandatory Requirements

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

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

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

#### 5.2.2 Proposal Scoring

Evaluators will assign points based upon Vendor's response to scored elements of Section 4.2.4 and 4.2.5. Evaluators will score each element up to the maximum number of points listed below. All evaluator scores will be averaged to determine the final score.

Cost will be scored based on Vendor's response to Section 4.2.8, with the lowest annual cost presented receiving the highest cost score. Vendor submitting the lowest total cost will receive a score of 50 points. Other Vendors will receive a score based on the following formula: Operational Vendor Score = (Lowest Vendor Price ÷ Vendor Price) X [50 points].

MANDATORY SUBMITTALS	MAXIMUM POSSIBLE POINTS
Letter of Transmittal (Section 4.2.1)	Not Scored
Certifications and Assurances (Section 4.2.2)	Not Scored
References (Section 4.2.3)	Not Scored
Vendor Qualifications/Experience (Section 4.2.4)	35
Project Approach (Section 4.2.5)	15
Proposed Cleaning Schedule (Section 4.2.6)	Pass/Fail
Proposed Cleaners and Chemicals (Section 4.2.7)	Pass/Fail
Cost Proposal (Section 4.2.8)	50
<b>Final Score</b>	<b>100 points</b>

## **5.3 Award**

### **5.3.1 Selection**

ASV will be Vendor who: (1) meets all the requirements of this RFQQ; and (2) is the top scoring Vendor as described in Section 5.2.2.

### **5.3.2 Notice of Award**

WAHBE will notify all Vendors who submit a response of the selection of the ASV.

## **5.4 Optional Vendor Debriefing**

Only Vendors who submit a response may request an optional debriefing conference to discuss the evaluation of their response. The requested debriefing conference shall occur on or before the date specified in Section 1.9. The request shall be in writing (email acceptable) addressed to the RFQQ Coordinator.

The optional debriefing will not include any comparison between Vendor's response and any other responses submitted. However, WAHBE will discuss the factors considered in the evaluation of the requesting Vendor's response and address questions and concerns about Vendor's performance regarding the RFQQ requirements. The debriefing conference may take place in-person or by telephone.

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

## **5.5 Protest Procedures**

### **5.5.1 Procedure**

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

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

### **5.5.2 Grounds for protest**

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

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

### **5.5.3 Format and Content**

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

- Information about the protesting Vendor – name of firm, mailing address, telephone number and name of individual responsible for submission of the protest;
- Information about the RFQQ – WAHBE reference number (HBE 18-001), RFQQ Coordinator;
- Specific and complete explanation of the grounds for protest (See 5.5.2);
- Specific reference to the grounds for the protest; and
- Description of the relief or corrective action requested.

#### **5.5.4 WAHBE Review Process**

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

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

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

#### **5.5.5 WAHBE Determination**

The final determination shall result in one of the following:

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

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

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## **6 EXHIBITS**

EXHIBIT A – CERTIFICATIONS AND ASSURANCES FORM

EXHIBIT B – SAMPLE CONTRACT

EXHIBIT C – PROPOSED PRODUCT LIST TEMPLATE

EXHIBIT D – COST PROPOSAL TEMPLATE

EXHIBIT E – WAHBE FLOOR MAPS

**EXHIBIT A**  
**CERTIFICATIONS AND ASSURANCES**  
**For RFQQ HBE 18-001 – Janitorial Services**  
**Issued by the Washington Health Benefit Exchange**

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

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

The attached response is a firm offer for a period of one hundred twenty (120) days following the response due date specified in the RFQQ, and it may be accepted by WAHBE without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the one hundred twenty (120) day period. In the case of protest, our response will remain valid for one hundred eighty (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 WAHBE or the State of Washington whose duties relate (or did relate) to WAHBE's RFQQ, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

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

We understand that any Contract awarded as a result of this response will incorporate all the RFQQ 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 Exhibit B, 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 Exhibit B of this RFQQ.

We **(MUST CIRCLE ONE) are / are not** submitting proposed alternate Contract language or exceptions (see Section 4.2.1.9).

\_\_\_\_\_  
Authorized Vendor Representative Signature

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## EXHIBIT B SAMPLE CONTRACT

CONTRACT # HBE-XXX  
FOR JANITORIAL SERVICES  
BETWEEN  
WASHINGTON HEALTH BENEFIT EXCHANGE  
AND  
[CONTRACTOR NAME]

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

(Contractor Name)  
(Address)  
(City, State Zip)  
Phone:  
Email:  
WA State UBI Number:

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

The purpose of this Contract is to provide complete janitorial services and supplies to meet needs of WAHBE. The Contractor will perform WAHBE responsibilities and duties, as defined in Statements of Work, throughout the term of this Contract.

2. **SPECIAL TERMS AND CONDITIONS**

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

3. **SCOPE OF WORK**

A. Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this Contract, the nature of the working relationship between WAHBE and Contractor, and specific obligations of both parties.

B. Contractor shall 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.

4. **PERIOD OF PERFORMANCE**

The period of performance under this Contract will be from May 1, 2018, or from the date of execution, whichever is later, through June 30, 2020 unless sooner terminated as provided herein. No billable activity may take place until this Contract has been signed by both parties. WAHBE may extend this Contract through June 20, 2023, in whatever time increments WAHBE 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 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 five percent (5%) per annum.

## 6. **COMPENSATION**

The Maximum Not-To-Exceed Compensation, which includes any allowable expenses, payable to Contractor for satisfactory performance of the work under this Contract shall not exceed [Written Amount] Dollars (\$\_\_\_\_\_).

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 Contractor and WAHBE. WAHBE shall make payment to Contractor upon receipt and acceptance of specified deliverables and accompanying properly executed invoices.

### A. **Compensation**

Contractor's compensation shall be based on:

- Rates and/or deliverables identified in Exhibit C, Statement of Work. The Statement of Work details maximum payment amounts per activity. These amounts may not be exceeded without prior written approval from the WAHBE Contract Manager.
- The following rates for any additional services performed under authority of this Contract: (if applicable)

### B. **Expenses**

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

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current WAHBE travel reimbursement rates. To receive reimbursement, Contractor must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

## 7. **INVOICES AND BILLING PROCEDURES**

### A. **Initial Set Up**

Contractor shall complete and submit an [IRS form W-9, Request for Taxpayer Identification Number and Certification](#). Additionally, Contractors electing to receive electronic payments must complete and submit an [ACH Enrollment Form](#). Forms shall be submitted to WAHBE at [finance@wahbexchange.org](mailto:finance@wahbexchange.org) within 5 business days of Contract execution.

### B. **Invoice Requirements**

Contractor shall only submit invoices for the services or deliverables authorized in this Contract. Invoices must fully describe and document, to WAHBE's satisfaction, all work performed, project progress, and fees incurred.

Invoices must include Contract reference number **HBE-XXX**. This Contract number must appear on all invoices, bills of lading, packages, and correspondence relating to this Contract. 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 to receive

reimbursement. WAHBE will return incorrect or incomplete invoices to Contractor for correction and reissue.

Contractor shall submit invoices to WAHBE not more often than monthly. If invoices are submitted less frequently than monthly, Contractor shall provide a monthly estimate of fees incurred. Invoices and estimates, as applicable, shall be submitted to WAHBE at [finance@WAHBExchange.org](mailto:finance@WAHBExchange.org).

**C. Review and Acceptance**

All invoices shall be reviewed approved by the WAHBE Contract Manager identified in Section 8., or his/her designee, prior to payment. Approval by the WAHBE Contract Manager shall not be unreasonably withheld. In addition, the WAHBE Finance Team shall review all invoices prior to payment to ensure the Maximum Not-To-Exceed Compensation identified in Section 6 is not exceeded.

**D. Payment**

Payment shall be considered timely if made by WAHBE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by Contractor, unless Contractor has opted to use electronic fund transfer.

WAHBE will pay Contractor upon receipt of properly completed invoices.

Payment shall be made upon satisfactory acceptance of each month services.

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 Contractor to WAHBE within sixty (60) calendar days of Contract expiration. Belated claims shall be paid at the discretion of WAHBE and are contingent upon available funds.

WAHBE may, in its sole discretion, terminate this Contract or withhold payments claimed by Contractor for services rendered if 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 WAHBE.

**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:

<b>Contract Manager for Contractor:</b>	<b>Contract Manager for WAHBE:</b>
Name & Title	Terry Westhoff
Address	810 Jefferson Street SE
City, State Zip	Olympia, WA 98501
Phone:	Phone: (360) 688-1575
Email:	Email: <a href="mailto:terry.westhoff@wabhexchange.org">terry.westhoff@wabhexchange.org</a>



**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, by a recognized courier service, or deposited with the United States Postal Service as certified mail, postage prepaid, return receipt requested to the parties provided in Section 8 **and** the following parties:

<b>Notice Contact(s) for Contractor:</b>	<b>Notice Contact(s) for WAHBE:</b>
Name & Title	Director of Legal Services
Address	810 Jefferson Street SE
City, State Zip	Olympia, WA 98501
Phone:	Phone: (360) 688-7700
Name & Title	Contracts and Procurement Office
Address	810 Jefferson Street SE
City, State Zip	Olympia, WA 98501
Phone:	Phone: (360) 688-7700

**10. ASSURANCES**

WAHBE and 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 – Federal Certifications and Assurances (if applicable)
- Exhibit C – Statement of Work
- Exhibit D – Data Security Requirements (if applicable)
- RFQQ HBE 18-001 – Dated January 19, 2018
- Contractor’s Response to RFQQ – Dated [date]
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

**12. ENTIRE CONTRACT**

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 WAHBE's authorized representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

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THIS CONTRACT, consisting of [ ] pages and [ ] attachments, is executed by the persons signing below who warrant that they have the authority to execute.

**<CONTRACTOR>**

**WASHINGTON HEALTH BENEFIT EXCHANGE**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Full Name Title

\_\_\_\_\_  
Full Name Title

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 WAHBE, and/or the delegate authorized in writing to act on the CEO's behalf.
- B. "Claim" shall mean 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.
- C. "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.
- D. "PII" stands for Personally Identifiable Information and shall mean any 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.
- E. "WAHBE" shall mean the Washington Health Benefit Exchange, any division, section, office, unit or other entity of WAHBE, or any of the officers or other officials lawfully representing WAHBE.
- F. "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 WAHBE.

### 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,

In accordance with [28 CFR 35](#), Contractor must comply with 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; and prohibits discrimination on the basis of disability.

### 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 WAHBE. WAHBE may assign this Contract to the WAHBE Board established by chapter [43.71 RCW](#), or any public agency, commission, board, or the like, within the political boundaries of the State of Washington.

### 6. ATTORNEYS' FEES

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

### 7. BACKGROUND CHECKS

Due to the confidential nature of the information and materials accessible to Contractor, Contractor shall conduct State and Federal criminal background checks for all Staff to be used to provide services under this Contract.

Contractor shall provide background results to both the WAHBE Contract Manager identified in Section 8 of the Contract and the WAHBE Contracts Office at [contracts@wahbexchange.org](mailto:contracts@wahbexchange.org) for review and approval of

proposed Staff at least (5) business days prior to Contract execution and at least five (5) business days prior to the anticipated start of any new or replacement Staff. Contractor Staff shall not access the WAHBE property prior to receiving approval from the WAHBE Contract Manager.

Felony convictions involving fraud, dishonesty or breach of trust, manufacturing or selling illegal drugs, or a criminal conviction for violence against persons are grounds for rejection of Contractor Staff and/or Sub-contractors.

Background checks must be updated and provided to WAHBE before any Contract extensions will be considered.

WAHBE reserves the right in its sole discretion to reject any proposed Contractor Staff or Sub-contractor because of other information produced by the background checks.

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

Contractor shall not use or disclose any information concerning WAHBE, or information that is considered PII, for any purpose not directly connected with its performance under or the administration of this Contract, except with prior written consent of WAHBE, or as may be required by law.

## **9. CONFLICT OF INTEREST**

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

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

## **10. COPYRIGHT PROVISIONS**

In accordance with [U.S. Copyright Act 17 U.S. Code § 101](#), unless otherwise provided, all materials produced under this Contract shall be considered "works for hire" shall be owned by WAHBE. WAHBE shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright Act, Contractor hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to WAHBE effective from the moment of creation of such materials.

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

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

For materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Contractor hereby grants to WAHBE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. 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 WAHBE.

Contractor shall exert all reasonable effort to advise WAHBE, at the time of delivery of materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this Contract.

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

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

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

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

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

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.

A. 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 three (3) business days after the parties agree that they cannot resolve the dispute.

B. The respondent shall send a written answer to the requester's statement to both the Agent and the requester within five (5) business days.

C. The Agent shall review the written statements and reply in writing to both parties within ten (10) business days. The Agent may extend this period if necessary by notifying the parties.

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

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

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

WAHBE shall not pay the Contractor, if the Contractor has charged or will charge WAHBE or any other party under any other Contract or Agreement, for the same services or expenses.

## 15. FORCE MAJEURE

Force majeure means an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of war, riots, strikes, fire, floods, windstorms, epidemics, or other similar occurrences.

Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure.

**Notification:** If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the Rights Reserved below, the time of completion shall be extended by Contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.

**Rights reserved:** WAHBE reserves the right to authorize an amendment to this Contract, terminate the Contract, and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, and Contractor shall have no recourse against WAHBE.

## 16. GIFTS AND GRATUITIES

Contractor shall not directly or indirectly offer, give or accept significant gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with WAHBE business or Contract activities. A significant gift is defined as any tangible item, any service, any favor, any monies, credits, or discounts not available to others, of a value of \$50.00 or more, as a single gift or in annual aggregate.

## 17. 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.

## 18. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless WAHBE, the State, agencies of State and all officials, agents and employees of WAHBE, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract.

Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

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

Contractor waives its immunity under [Title 51 RCW](#) to the extent it is required to indemnify, defend and hold harmless WAHBE and its officials, agents or employees.

## 19. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent Contractor relationship will be created by this Contract. Contractor and his or her employees or agents performing under this Contract are not employees or agents of WAHBE. Contractor will not hold himself/herself out as or claim to be an officer or employee of WAHBE or of the State of Washington by reason hereof, nor will 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 Contractor.

## 20. INDUSTRIAL INSURANCE COVERAGE

Contractor shall comply with the provisions of [Title 51 RCW](#), Industrial Insurance. If 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, WAHBE may collect from Contractor the full amount payable to the Industrial Insurance accident fund. WAHBE may deduct the amount owed by Contractor to the accident fund from the amount payable to Contractor by WAHBE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from Contractor.

## 21. INSURANCE

Upon execution of the Contract, and during the remaining term of this Contract, Contractor shall maintain in full force and effect, insurance coverage as described below:

- A. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the State of Washington and having an [A.M. Best Financial Strength Rating](#) of A-, Class VII or better. 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 (1) business day of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may result in this Contract's termination.
- B. Contractor shall submit certificates of insurance for all insurance requirements listed in Section D to [contracts@wahbexchange.org](mailto:contracts@wahbexchange.org) within ten (10) business days of Contract execution. Copies of renewal certificates for all required insurance must be submitted at the time of the renewal. Certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Premiums on all insurance policies shall be paid by Contractor or its Subcontractors.
- C. 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.
- D. The minimum acceptable limits shall be as indicated below for each of the following categories:
  - i. 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; and
  - ii. Umbrella policy providing excess limits over the primary policies in an amount not less than \$1 million per occurrence/\$1 million aggregate; and
  - iii. Employers Liability insurance covering the risks of Contractor's employees' bodily injury by accident or disease with limits of not less than \$1 million; and
  - iv. Business Auto Policy (BAP), with coverage against claims resulting from bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this Contract by the Contractor, Subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability with a combined single limit not less than \$1 million per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against WAHBE for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

- v. Crime Coverage with a deductible not to exceed \$25,000, and coverage of not less than \$1 million single limit per occurrence/\$1 million in the aggregate which shall, at a minimum, cover

occurrences falling in the following categories: Computer Fraud; Forgery; and Employee Dishonesty.

- E. WAHBE shall be named as an additional insured on all General Liability, Business Auto, and Umbrella policies.
- F. 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.
- G. All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by WAHBE and shall include a severability of interests (cross-liability) provision.
- H. Contractor agrees to waive all rights of subrogation against WAHBE for losses arising from services performed by Contractor under this Contract.

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

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

## **23. 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 WAHBE.

## **24. 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 Contractor may be declared ineligible for further Contracts with WAHBE. 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.

## **25. NONDISCRIMINATION**

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

## **26. NON-SOLICITATION**

During the term of this Contract and for twelve (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 WAHBE.

## **27. PRIVACY**

PII collected, used, or acquired relating to this Contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, Subcontractors or Agents use PII 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 PII without the express written consent of WAHBE or as otherwise required by law.

Any breach of this provision may result in termination of the Contract and the demand for return of all PII. Contractor agrees to indemnify and hold harmless WAHBE for any damages related to the Contractor's unauthorized use of PII.



## **28. PUBLICITY**

Contractor shall not to publish or use WAHBE's name or likeness in advertising and publicity matters without the prior written consent of WAHBE. Contractor must submit to WAHBE all advertising and publicity matters relating to this Contract wherein WAHBE's name is mentioned, or language used from which the connection of WAHBE's name may, in WAHBE's judgment, be inferred or implied.

## **29. RECORDS RETENTION**

Contractor shall retain 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 (6) 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 WAHBE, personnel duly authorized by WAHBE, 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.

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

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.

## **31. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, WAHBE may terminate the Contract under the "Termination for Convenience" clause, without the ten (10) day notice requirement, subject to renegotiation at WAHBE's discretion under those new funding limitations and conditions.

## **32. 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.

## **33. SITE SECURITY**

While on WAHBE premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

## **34. SUBCONTRACTING**

Neither Contractor nor any Subcontractor shall enter into additional subcontracts for any work under this Contract without obtaining prior written approval of WAHBE. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to WAHBE for any breach in the performance of Contractor's duties. This clause does not include Contracts of employment between Contractor and personnel assigned to work under this Contract.

Additionally, Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract 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 PII without the express written consent of WAHBE or as provided by law.

## **35. SURVIVORSHIP**

All license and purchase transactions executed, and services provided pursuant to the authority of this Contract shall be bound by all 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.

### **36. TAXES**

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for Contractor or its staff shall be the sole responsibility of Contractor.

### **37. TERMINATION**

#### **A. TERMINATION FOR CAUSE**

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

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

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

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

#### **B. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, WAHBE may, by ten (10) calendar days written notice, beginning on the second (2<sup>nd</sup>) day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, WAHBE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

#### **C. TERMINATION FOR FUNDING CONTINGENCY**

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

#### **D. TERMINATION PROCEDURES**

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

WAHBE shall pay to Contractor the agreed upon price, if separately stated, for completed work and services accepted by WAHBE, and the amount agreed upon by Contractor and WAHBE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by WAHBE, 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 WAHBE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. WAHBE may withhold payment due Contractor any amount the Agent determines necessary to protect WAHBE against potential loss or liability.

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

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

- i. Stop work under the Contract on the date, and to the extent specified, in the notice;
- ii. 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;
- iii. Assign to WAHBE, in the manner, at the times, and to the extent directed by the Agent, all the rights, title, and interest of Contractor under the orders and subcontracts so terminated, in which case WAHBE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- iv. 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;
- v. Transfer title to WAHBE and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the Contract had been completed, would have been required to be furnished to WAHBE;
- vi. Complete performance of such part of the work as shall not have been terminated by the Agent; and
- vii. 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 Contractor and in which WAHBE has or may acquire an interest.

### **38. TREATMENT OF ASSETS**

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

- E. Contractor shall surrender to WAHBE all property of WAHBE prior to settlement upon completion, termination or cancellation of this Contract.
- F. All reference to Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**39. U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL**

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

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

**40. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

WAHBE complies with [48 CFR 9.4](#) – Debarment, Suspension, and Ineligibility. Contractor shall ensure any Subcontractors providing services are not listed on General Services Administration (GSA) System for Award Management Exclusions list at any point during the term of this Contract. Contractor must notify WAHBE immediately if Contractor or any Subcontractors become debarred.

**41. PUBLIC DISCLOSURE**

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

**42. QUALITY ASSURANCE**

**A. Right of Inspection**

Contractor shall provide right of access to its facilities to WAHBE, or any of WAHBE's 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.

**B. Contractor Commitments, Warranties and Representations**

Any written commitment by Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor in its bid or contained in any Contractor or

manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its bid or used to effect the sale to purchaser.

C. Warranties

Contractor warrants that all materials, supplies, services and/or equipment provided under this Contract shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any materials, supplies, service and/or equipment, and inspection incidental thereto, by the purchaser shall not alter or affect the obligations of the Contractor or the rights of the purchaser.

D. Date Warranty

Contractor warrants that all products provided under this Contract: (i) do not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by purchaser that may deliver date records from the products, or interact with date records of the products ("Date Warranty"). In the event a Date Warranty problem is reported to Contractor by purchaser and such problem remains unresolved after three (3) calendar days, at purchaser's discretion, Contractor shall send, at Contractor's sole expense, at least one (1) qualified and knowledgeable representative to purchaser's premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on purchaser's premises. This Date Warranty shall last perpetually. In the event of a breach of any of these representations and warranties, Contractor shall indemnify and hold harmless purchaser from and against any and all harm, injury, damages, costs, and expenses incurred by purchaser arising out of said breach.

E. Cost of Remedy

Cost of Remedying Defects: All defects, indirect and consequential costs of correcting, removing or replacing all defective materials or equipment will be charged against the Contractor.

**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 WAHBE.

## EXHIBIT B – FEDERAL COMPLIANCE, CERTIFICATIONS, AND ASSURANCES

In the event federal funds are included in this Contract, the following sections apply: 1. Federal Compliance and 2. Standard Federal Assurances and Certifications. In the instance of inclusion of federal funds, the Contractor may be designated as a sub-recipient and the effective date of the amendment shall also be the date at which these requirements go into effect.

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

Carole Holland, Chief Financial Officer  
Washington Health Benefit Exchange (WAHBE)  
810 Jefferson Street SE  
Olympia, WA 98501  
Phone: (360) 688-7720  
Email: [Carole.Holland@wahbexchange.org](mailto:Carole.Holland@wahbexchange.org)

- 1.1. Examples of items requiring WAHBE prior written approval include, but are not limited to, the following:
  - a) Deviations from the budget and Project plan.
  - b) Change in scope or objective of the Contract.
  - c) Change in a key person specified in the Contract.
  - d) The absence for more than three (3) months or a twenty-five percent (25%) reduction in time by the Contract Manager or Department Director.
  - e) Need for additional funding.
  - f) Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
  - g) Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this Contract.
- 1.2. No changes are to be implemented by the Sub-recipient/Contractor until a written notice of approval is received from WAHBE.
- 1.3. *Condition for Receipt of WAHBE Funds:* Funds provided by WAHBE to the Sub-recipient/Contractor under this Contract may not be used by the Sub-recipient/Contractor as a match or cost-sharing provision to secure other federal monies.
- 1.4. *Citizenship/Alien Verification/Determination:* The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a “federal public benefit” shall make a citizenship/qualified alien determination/verification of applicants at the time of application as part of the eligibility criteria. Non-U.S. citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.

- 1.5. Federal Compliance:** The Sub-recipient/Contractor shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this Contract, whether included specifically in this Contract or not.
- 1.6. Civil Rights and Non-Discrimination Obligations:** During the performance of this Contract, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <http://www.hhs.gov/ocr/civilrights>.

**2. STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** – Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) Contracts administered by WAHBE.

**2.1 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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

- a)** are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- b)** have not within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery,

- falsification or destruction of records, making false statements, or receiving stolen property;
- c)** are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d)** have not within a 3-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the Contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the Contract.

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

## 2.2 CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an ongoing drug-free awareness program to inform employees about
  - (1) The dangers of drug abuse in the workplace;
  - (2) The Contractor's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a) above;
- d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the Contract, the employee will —
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later

than five (5) calendar days after such conviction;

- e) Notifying WAHBE in writing within ten (10) calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees shall provide notice, including position title, to the Contract Manager whose Contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - f) Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted —
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

Legal Services Director  
WAHBE  
PO Box 657  
Olympia, WA 98507



## 2.3 CERTIFICATION REGARDING LOBBYING

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

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

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit

Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

- c) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, sub-subcontracts, and contracts under grants, loans and cooperative agreements) and that all Sub-recipient/Contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

## 2.4 CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

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

## 2.5 CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an

entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will

comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

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

## 2.6 CERTIFICATION REGARDING CLEAN AIR ACT

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

### CONTRACTOR SIGNATURE REQUIRED

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

## EXHIBIT C PROPOSED PRODUCT LIST

### RFQQ HBE 18-001 – JANITORIAL SERVICES

Vendor declares that they have carefully examined the statement of work, and specifications that is required to do the work. As required by, and in strict accordance with the RFQQ, Vendor proposes to provide all chemicals/cleaning supplies and consumable products to perform all work as follows:

**\*\* PLEASE TYPE OR PRINT CLEARLY BELOW \*\***

Consumable Products	Product Name	Manufacturer	Use/Purpose
Can Liners (10 gallon, black)			
Can Liners (30 gallon, clear)			
Toilet Paper			
Paper Towels			
Sanitary Receptacle Liners			
Deodorizing Urinal Screens			
Toilet Seat Covers			
Hand Soap			

Chemicals/Cleaning Products	Product Name	Manufacturer	Use/Purpose	Meets Green Seal Standards GS-37 or GS-40
Floor Cleaner				<input type="checkbox"/> Yes <input type="checkbox"/> No
Glass Cleaner				<input type="checkbox"/> Yes <input type="checkbox"/> No
Multi-purpose cleaner/ disinfectant				<input type="checkbox"/> Yes <input type="checkbox"/> No
Carpet Shampoo				<input type="checkbox"/> Yes <input type="checkbox"/> No
Top Coat (for tiled areas)				<input type="checkbox"/> Yes <input type="checkbox"/> No
Other (specify):				<input type="checkbox"/> Yes <input type="checkbox"/> No
Other (specify):				<input type="checkbox"/> Yes <input type="checkbox"/> No
Other (specify):				<input type="checkbox"/> Yes <input type="checkbox"/> No

- Add additional rows as needed

\_\_\_\_\_  
Authorized Vendor Representative Signature

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## EXHIBIT D COST PROPOSAL

### RFQQ HBE 18-001 – JANITORIAL SERVICES

Vendor declares that they have carefully examined the statement of work, and specifications that is required to do the work. Vendor proposes to provide all labor, equipment, and materials to perform all work as required by, and in strict accordance with the RFQQ for the proposed amounts as follows:

**\*\* PLEASE TYPE OR PRINT CLEARLY BELOW \*\***

#### ANNUAL COST PROPOSAL (MANDATORY, SCORED)

ITEM NO.	ANNUAL COST beginning May 1, 2018 and ending April 30, 2019	ANTICIPATED HOURS (ANNUAL)	TOTAL AMOUNT
1.	Cost for services (including necessary cleaners and chemicals)		\$
2.	Cost for consumable products	N/A	\$
TOTAL AMOUNT →		N/A	\$

#### ADDITIONAL SERVICES HOURLY RATE PROPOSAL (MANDATORY)

**NOTE: For Janitorial Services that may be requested outside the schedule.**

ITEM NO.	DESCRIPTION	TOTAL AMOUNT
1.	Labor Rate – to include all expenses to do the work (travel, etc.)	\$
2.	Product Mark Up Percent	%

\_\_\_\_\_  
Authorized Vendor Representative Signature

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# EXHIBIT E FLOOR MAPS

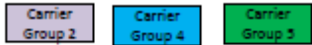
## SECOND (2<sup>nd</sup>) FLOOR



# THIRD (3<sup>rd</sup>) FLOOR



# FOURTH (4<sup>th</sup>) FLOOR



Cambria



4<sup>th</sup> Floor



# FIFTH (5<sup>th</sup>) FLOOR



CEO	Policy	Finance	IT
Comms	Legal	PMO	Ops

