



WV PUBLIC EMPLOYEES INSURANCE AGENCY

REQUEST FOR PROPOSAL

**ARFP PEI240000002
Comprehensive Wellness Services**

REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

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SECTION 1: GENERAL INFORMATION

1.1 Purpose

The West Virginia Public Employees Insurance Agency (the PEIA or the Agency) is issuing this Request for Proposals (“RFP”) to seek bids from qualified Vendors to provide wellness services through a centralized solution that provides a comprehensive array of health and wellness activities that PEIA members may use to improve their quality of life. PEIA is seeking a vendor capable of designing, branding, and implementing a program that can measure outcomes including, but not limited to, participation and engagement, member satisfaction, health status, quality of life, cost effectiveness, and service quality.

This procurement is exempt from some requirements of the West Virginia Purchasing Division pursuant to W. Va. Code §5A-3-10b.

This Agency administers electronic protected health information (PHI). PEIA is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

1.2 Vendor Understanding

By signing and submitting its proposal, the Vendor agrees to be bound by all the terms contained in this Request for Proposal (RFP).

An RFP is generally used for the procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (“Best Value”). Through its proposal, the Vendor offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet (or exceed) the RFP requirements.

1.3 RFP Schedule of Events (All dates subject to change if necessary)

RFP Issued	8/11/2023
Pre-Bid Meeting (Virtual)	8/18/2023 10:00 am EST
Vendor Question Deadline for solicitation	8/25/2023 4:00 pm EST
Vendor Bids Due	9/29/2023 4:00 pm EST
Finalist Interviews (Oral presentation)	TBD
BAFO (optional)	TBD
Expected Award Date	11/15/2023
Final Vendor Documents Received	10 days following award date
Expected Contract Finalization	30 days following award date

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SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

2.1 Review Documents Thoroughly

The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2.2 Mandatory Terms

The Solicitation contains mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

2.3 Pre-bid Meeting

A NON-MANDATORY PRE-BID virtual meeting will be held at the time:

08/18/2023
10:00 am. EST
CALL 1-530-641-3018, PIN 967 295 627#

Contact the buyer if you are unable to log in.

All Vendors submitting a bid are encouraged to attend the pre-bid meeting. Failure to attend the pre-bid meeting will not disqualify a vendor, but no questions will be answered outside of the pre-bid meeting or vendor questions deadline. Vendors shall participate in the pre-bid meeting via teleconference. No one person attending the pre-bid meeting may represent more than one Vendor.

Attendance will be kept on the pre-bid meeting call and shall serve as the official document verifying attendance. PEIA will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must provide his or her name and the name of the Vendor he or she is representing through the chat box. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number in the comments of the call. It is the Vendor's responsibility to provide the required information. Vendors who arrive after the starting time but prior to the end of the pre-bid meeting will be permitted to log on, but PEIA will not revisit topics that have already been covered for other vendors.

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2.4 Vendor Question Deadline

Vendors may submit questions relating to this solicitation to the WV Public Employees Insurance Agency. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non binding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: **August 25, 2023, by 04:00 pm EST**

Submit Questions to:	Jessica Virtz
Physical Address:	601 57th Street Se, Suite 2, Charleston, WV 25304
Fax:	1-877-233-4295
Email:	Jessica.L.Virtz@wv.gov

2.5 Bid Submission

All bids must be signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason. Acceptable delivery methods include hand delivery, delivery by courier, or email..

The e-mail address for electronic bid delivery is:

Jessica.L.Virtz@wv.gov

The hard copy bid delivery address is:

**WV Public Employees Insurance Agency
BID SUBMISSION- Wellness RFP
Attn: Jessica Virtz
601 57th Street SE, Suite 2
Charleston, WV 25304**

Proposing company must submit proposals as follows:

REQUIRED: One (1) searchable electronic copy of EACH proposal (Cost and Technical proposals must be prepared as separate documents and submitted as separate files)

REQUIRED: One (1) physical, bound copy of EACH proposal (Cost and Technical must be prepared as separate documents and submitted under separate cover)

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Bids should contain the information listed below in the body of each email and on the face of each physical proposal. Bids submitted without this information may be rejected by the Agency.

Note: Items in italics are for informational purposes only as a means of assisting Vendor in marking their bid submissions.

SEALED BID:	<i>Service/Commodity</i>
SOLICITATION NO.:	<i>Document Number from Solicitation</i>
VENDOR INFORMATION:	<i>Vendor Name, Address, and Telephone Number</i>
CONTACT:	<i>Primary Vendor Contact Name</i>
SUBMISSION TYPE:	<i>Technical Proposal or Cost Proposal</i>

2.6 Addendum Acknowledgement

Changes or revisions to this Solicitation will be made by an official written addendum issued by the PEIA. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing Attachment L (Addendum Acknowledgement Form). **Failure to acknowledge addenda may result in bid disqualification.** The addendum acknowledgement should be submitted with the bid to expedite document processing.

2.7 Bid Formatting

Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification. The bid should be clear and concise; no more than 75 pages with a minimum 10 point font; all pages must be numbered sequentially; including a response to each listed mandatory term and condition; with any references to attachments or appendices clearly marked. **The question must be restated prior to all responses. Failure to restate the questions may be terms for disqualification.**

2.8 Pricing Models

Vendors will submit a fixed pricing model that shall include all products and services related to the program that are to be delivered or provided. PEIA is requesting competitive pricing models only for those policyholders who are engaged and actively participating in health and wellness programming. Such models place more responsibility on the vendor to achieve actual member engagement and to be a true partner with PEIA in working towards a healthier population. Including performance guarantees around engagement as well as outcomes are strongly encouraged.

Vendors may propose multiple pricing models for consideration but all pricing models submitted must be detailed and outline each and every product and services that are to be included in the program design, implementation, and delivery. PEIA shall not be responsible for any costs incurred in the preparation of responses to this solicitation.

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Additionally, vendors are encouraged to submit proposed pricing for the inclusion of spouses/dependents on Attachment K (Pricing Summary Page) under “Optional Vendor Fees”. This may or may not be included in the final contract. This will not be evaluated in the cost portion of the evaluation.

PLEASE NOTE THAT ALL REFERENCES TO PRICING SHOULD ONLY BE IN THE SEPARATE COST PROPOSAL.

2.9 Exceptions and Clarifications

The Solicitation contains the project specifications, vendor requirements, and terms and conditions that shall form the basis of a contractual agreement. Exceptions, clarifications, or proposed modifications to any part of the RFP, including all attachments, must be noted on Attachment H (Deviations Page) and submitted with the bid.

NOTE: A vendor may not request an exception, clarification, or modification to circumvent a mandatory minimum requirement.

The PEIA is under no obligation to consider or negotiate any exceptions, clarifications, or proposed modifications. If PEIA rejects an exception, clarification, or proposed modification and Vendor cannot accept the original term or requirement as stated in the RFP and its attachments, Vendor may be disqualified

2.10 Communication Limitations

Communication with the PEIA about this solicitation is limited to the Solicitation contact during the solicitation, bid, evaluation or award periods without prior approval by the Solicitation contact. This provision is not intended to restrict current contractors from communicating with PEIA staff regarding ongoing operational matters.

2.11 Vendor State Registration

Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable. Vendors may find information at:

<http://www.state.wv.us/admin/purchase/VendorReg.html>.

2.12 Unit Price

Unit prices shall prevail in cases of a discrepancy in the Vendor’s bid.

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2.13 **Small, Women-owned, or Minority-owned Businesses**

For any solicitations publicly advertised for bid, in accordance with W.Va. Code § 5A-3-37(a)(7) and W.Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W.Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority owned business must identify itself as such in writing, must submit that writing to the PEIA with its bid, and must be properly certified under W.Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. § CSR § 148-22-9.

2.14 **Waiver of Minor Irregularities**

The PEIA Director reserves the right to waive minor irregularities in bids or specifications.

2.15 **Non-Responsible Bid**

The PEIA Director or designee reserves the right to reject the bid of any vendor as *non-responsible* when it is determined that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.

2.16 **RFP/RFQ Withdrawal, Modification, and Cancellation**

The PEIA may withdraw, cancel, or modify an RFP/RFQ at any time. Submission of proposals or receipt of proposals by the PEIA confer no rights upon the Vendor and do not obligate the PEIA in any manner. Further, the PEIA may accept or reject any bid in whole, or in part.

Proposals must be valid for 180 days following the close date of this RFP. This period may be extended by written mutual agreement between the Bidder and WV PEIA.

2.17 **Interested Party Disclosure**

West Virginia § 6D-1-2 requires that the vendor submit to PEIA a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million prior to finalization of the contract. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above. A copy of that form is available from the Agency Buyer designated in Section 2.4 above.

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2.18 Mandatory Responses / Attachments

Vendor is responsible for ensuring that any item listed in the specification as a Mandatory Responses or Mandatory Attachment is included with the initial bid submission. **Failure to include Mandatory Responses or Mandatory Attachments will result in bid disqualification.**

2.19 Additional Documentation Or Information After Bid Submission

In instances where these specifications require documentation or information not listed as a Mandatory Response or Mandatory Attachment, or PEIA needs additional information to clarify or verify a vendor response, PEIA reserves the right to request those items after bid opening and prior to contract award. When PEIA sends a request, the vendor will be provided a timeframe within to provide the requested information. **Failure to provide the information or documentation within the timeframe provided could result in disqualification.**

Example: The Data Management Addendum is required before the contract is finalized, but is not a Mandatory Attachment. If the vendor does not provide a signed copy with their bid and PEIA determines that they are not otherwise disqualified, the vendor will receive a request for a signed Data Management Addendum within a certain number of days. Failure to do so will result in disqualification.

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SECTION 3: GENERAL TERMS AND CONDITIONS

By submitting a bid for this procurement, the vendor agrees to the terms and conditions of this solicitation including, but not limited to, all vendor responsibilities, required submissions, and further agrees and understands that the terms and conditions of this solicitation shall constitute the material basis of the contract between the Agency and the vendor. This RFP may contain mandatory provisions identified by the use of the words “must,” “will,” and “shall.” Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

Should the vendor, for any reason, take exception to a term or condition listed in this solicitation, it is their responsibility to:

- a. Cite the specific term or condition that they take exception to, and
- b. Provide a detailed written explanation of their stated exception, and
- c. Proffer a viable alternative to the cited term or condition.

PEIA reserves the right to reject exceptions requested by prospective vendors.

3.1 Contractual Agreement

Once a vendor has been notified that they are the apparent successful bidder, PEIA and the Vendor will compile a final contract document that incorporates the Request for Proposal, the Vendor’s Proposal, and any relevant required documentation. The contract is considered “executed” when both entities have signed the final contract document.

3.2 **Definitions** - As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

3.2.1 “Agency” means the Public Employees Insurance Agency (PEIA)

3.2.2 “Award Document” means the document completed in the State’s system which records the contract with the State and ensures it can be paid.

3.2.3 “Bid” or “Proposal” means the vendors submitted response to this solicitation

3.2.4 “Business Associate” means any person or entity as defined by 45 CFR 164.502(e), 164.504(e), 164.532(d) and (e) of HIPAA. The Vendor for this contract shall be considered a Business Associate of the Agency.

3.2.5 “Business Associate Agreement” means the State of West Virginia Executive Branch Business Associate Agreement which is incorporated by reference to the terms and conditions of this RFP and subsequent contract, if awarded. See Attachment D.

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- 3.2.6 “Contract”** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- 3.2.7 “Data Management Addendum”** means the State of West Virginia Executive Branch Data Management Addendum which is incorporated by reference to the terms and conditions of this RFP and subsequent contract, if awarded. See Attachment E.
- 3.2.8 “Director”** means the Director of the West Virginia Public Employees Insurance Agency
- 3.2.9 “Exempt”** means the solicitation/purchase is exempt from the requirements of the West Virginia Dept. of Administration Purchasing Division as designated in W. Va. Code §5A-3-10b.
- 3.2.10 “HIPAA”** means the Health Insurance Portability Act of 1996, Pub. L. 104-191, including all applicable provisions of the Omnibus Security Rules of 2013.
- 3.2.11 “HITECH”** means the Health Information Technology for Economic and Clinical health Act of 2009 adopted as part of the American Recovery and Reinvestment Act (ARRA)
- 3.2.12 “HRA”** means health risk assessment or health risk appraisal. This is typically an instrument or questionnaire that assesses an individual’s health risk, status, and habits and provides personalized feedback.
- 3.2.13 “NIST”** means the National Institute of Standards and Technology” specifically as it relates to HIPAA compliance as outlined in NIST SP 800-53, Revision 5; NIST SP-800-66, Revision 2; and NIST SP 800-88.
- 3.2.14 “PMPM”** means Per Member Per Month.
- 3.1.15 “ROI”** means Return on Investment reflected as a ratio of dollars spent to dollars saved in healthcare expenditures.
- 3.2.16 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Public Employment Insurance Agency.
- 3.2.17 “Vendor”** or “Vendors” means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.
- 3.2.18 “VIPPS”** means verified internet pharmacy practice site.

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3.2.19 “VOI” means Value on Investment and is a broad measure of all benefits experienced by employees from the wellness program.

3.3 Contract Term; Renewal

The term of this Contract shall be as follows:

Term Contract

This Contract is anticipated to be signed and fully executed by **December 15, 2023***. Project launch is anticipated to be July 1, 2024*and the contract will term June 30, 2027*.. (* Dates subject to change as necessary). It is IMPERATIVE the vendor review and submit signed documents in a timely manner.

Renewal Term

This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Automatic renewal of this Contract is prohibited.

3.4 Notice to Proceed

Unless otherwise specified, the signed, fully executed contract will be considered notice to proceed.

3.5 Quantities

The quantities required under this Contract are determined in accordance with the category(ies) identified as applicable to this Contract:

Open End Contract

Quantities listed in this Solicitation/Final Contract are approximations only, based on estimates supplied by PEIA. It is understood and agreed that the Contract shall cover actual quantities during the term of the Contract, whether more or less than the quantities shown.

Service

The scope of the service to be provided will be more clearly defined in the specifications included herewith.

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3.6 Emergency Purchases

The PEIA Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the PEIA Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

3.7 Insurance

The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendors must also provide the Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance is at least an amount of: \$1,000,000 per occurrence.

Automobile Liability Insurance in at least an amount of: \$ _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: \$ \$1,000,000 _____ per occurrence.

Commercial Crime and Third Party Fidelity Insurance in an amount of: \$ _____ per occurrence.

Cyber Liability Insurance in an amount of: \$1,000,000 per occurrence.

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3.8 Workers' Compensation Insurance

The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

3.9 Acceptance

Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

3.10 Pricing

The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. **A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.**

3.11 Payment in Arrears

Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices in arrears.

3.12 Payment Terms

Required Fees must be billed, and will be paid, on a "Per Engaged Member Per Month" basis beginning after Project Launch. Implementation fees, software fees, and other "non-monthly" fees should be incorporated into the General Administration Fee or itemized separately in the Required Fees section of the Pricing Summary Page. Optional programs may have other payment models, but election of those programs is at PEIA's discretion and is not guaranteed.

Rewards to members for incentive programs will only be refunded to Vendor AFTER rewards have been distributed to members. Cost of rewards must not be included in the PMPM fee.

3.13 Invoicing, Billing and Payment Methods

WV PEIA requires to be invoiced on a monthly or quarterly basis for administrative and all costs for the prior month(s). The preferred method of payment by the State of West Virginia is electronic funds transfer or PCard. (The State of West Virginia's

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Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

3.14 Additional Fees

Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. **Including such fees or charges as notes to the solicitation may result in rejection of the vendor's bid.** Requesting such fees or charges be paid after the contract has been awarded may result in **cancellation of the contract.** Other fees include but are not limited to **travel costs, penalties or interest.**

3.15 Taxes

The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

3.16 Funding

This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

3.17 Cancellation

The PEIA Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The PEIA Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules.

3.18 Time

Time is of the essence with regard to all matters of time and performance in this Contract.

3.19 Applicable Law

This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West

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Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

3.20 Compliance with Laws

Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances, including all applicable provisions of the Privacy and Security Rules of HIPAA found in 45 CFR Part 160 and Part 164, Subparts A and E, and 45 CFR Part 160 and Subparts A and C of Part 164. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

Subcontractor Compliance: Vendor shall notify all subcontractors providing commodities or services related to this Contract that, as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

3.21 Arbitration

Any references made to arbitration contained in this Contract and Vendor's bid are null and void.

3.22 Modifications

This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

3.23 Waiver

The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

3.24 Subsequent Forms

The terms and conditions contained in the signed executed contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

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3.25 Assignment

Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

3.26 Warranty

The Vendor expressly warrants that the goods and services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

3.27 State Employees

State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

3.28 Privacy, Security, and Confidentiality

The Vendor shall be deemed a Business Associate of the Agency as defined by HIPAA and shall be subject to the terms and conditions of the State of West Virginia Executive Branch Business Associate Agreement and the State of West Virginia Data Use Agreement. The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information, protected health information either in identified or deidentified formats, or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>

All information used, sent, stored, transmitted or otherwise maintained by the Vendor shall be stored in a NIST compliant secure format and shall be encrypted at rest and in transit. The Vendor shall apply appropriate administrative, technical, and physical safeguards to protect the privacy of protected health information (PHI), in any form. See 45 CFR 164.530(c).

All personally identifiable information (PII) and protected health information (PHI) shared or given to the Vendor by the Agency shall remain the property of the Agency with no ownership rights expressed or conveyed.

PEIA reserves the right to conduct certain "vendor assurance audits" to ensure the Vendor's compliance with the applicable provisions of HIPAA, HITECH, and any other laws, rules, and regulations that relate to the privacy, security, confidentiality, and

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integrity of the PII and PHI that may be created, used, managed, or transmitted under the Scope of Work of this Contract.

Within 90 days of the termination of the contract, the Vendor shall submit to Agency a HIPAA/NIST compliant Data Disposition plan that clearly defines and details how the PII/PHI used in this contract shall be rendered unreadable, unusable, or otherwise indecipherable in accordance with NIST SP 800-88.

The vendor agrees all member service call recordings and notes between the Vendor and PEIA members will be PEIA's property.

3.29 Your Submission Is A Public Document

This RFP and any bid proposals, as well as any resulting contracts, including amendments, addenda, or attachments, is/are subject to public disclosure under the West Virginia Freedom of Information Act ("FOIA") [W. Va. Code Chapter 29B]. Bidders must agree and understand that their submissions may be subject to disclosure or release based on a FOIA request. Accordingly, if the Bidder considers any part of its bid proposal to contain "proprietary," "confidential," "private," or "trade secret" information exempt from disclosure under FOIA then the Bidder must provide a second, redacted copy of its bid proposal in conjunction with the original full bid proposal. **If no redacted copy of a Bid submission is received from the Bidder, the PEIA is compelled by law to release the unredacted bid submission to a FOIA requester.** For what may be viewed as exempt from disclosure under FOIA, please see W. Va. Code § 29B-1-4(a)(1) here: [West Virginia Code | §29B-1-4 \(wvlegislature.gov\)](#)

If a FOIA request is received, or the released redacted version is challenged by the requestor, the PEIA will notify the Bidder in writing via e-mail of the request and provide them a copy of the FOIA submission. Bidders shall assume all responsibilities for the defense in a Court of competent jurisdiction of the non-release of their Bid submission under the FOIA statutes. The PEIA assumes no liability for defending any release under FOIA nor can it assist in, act on behalf of, nor represent a Bidder in such a defense. For additional information on how a "trade secret" is defined under West Virginia law, see also, W. Va. Code § 47-22-1(d) here: [West Virginia Code | §47-22-1 \(wvlegislature.gov\)](#)

As the PEIA is an entity of West Virginia State government, this RFP and any bid proposals, as well as any resulting contract, are subject to audit, inspection, and review by entities within West Virginia State government including, but not limited to the West Virginia Department of Administration, the West Virginia Division of Purchasing, the West Virginia Attorney General's Office, and the West Virginia Legislature. The PEIA shall not be responsible for any subsequent release or disclosures made by State entities outside of the Agency.

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3.30 Licensing

In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

3.31 Subcontractor Compliance

PEIA requires Vendors to notify us and provide us a list of all subcontractors who may be performing any part of the scope of work on a project. PEIA reserves the right to approve all current and future subcontractors for this project and require the apparent successful bidder to replace subcontractors to all provisions of the contract. No subcontractor may perform work under this contract without express written consent of PEIA.

Vendor must be able to assume responsibility for all contractual activities offered in this proposal, whether or not that bidder directly performs them. Responsibility includes, but is not necessarily limited to: quality of work/service/products delivered; on-time delivery; staff conduct/behavior; accuracy of reports and billing; and representing PEIA in a professional manner as a vendor and service provider to our members. The vendor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract

Vendor shall notify all subcontractors providing commodities or services related to this Contract that, as subcontractors, they too are bound by all terms, conditions, and caveats of this RFP and are required to comply with all applicable laws, regulations, and ordinances as described in section 3.19.

Vendor shall notify all subcontractors providing commodities or services related to this Contract that, as subcontractors, they too are required not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules as described in section 3.29. Subcontractors must further agree to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in section 3.31.

In accordance with applicable provisions of 45 CFR § 164.512(e)(1)(i) and (f)(1)(ii), the Vendor is required to notify the Agency within five (5) business days if the it or any of its subcontractors are involved or engaged in any litigation which may result in the disclosure or re-disclosure of any Agency member PII/PHI in an identified or de-identified format. The State of West Virginia and the Agency reserve the right to defend against any such disclosures or re-disclosures.

3.32 Antitrust

In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing or unreasonable restraint of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

3.33 Vendor Certifications

By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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3.34 Vendor Relationship

The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

3.35 Indemnification

The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

3.36 Conflict Of Interest

Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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3.37 Reports

Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency.

All reports should be delivered to the PEIA via email at Cheryl.Jackson@wv.gov.

***The vendor may need to provide additional reporting on incentives so that PEIA can meet IRS reporting requirements.**

3.38 Background Check

In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of PEIA or State of West Virginia or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the PEIA or State of West Virginia or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working in the State of West Virginia buildings to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

3.39 Communications-

From the time the RFP is released and until a successful Bidder is announced by WV PEIA, news releases pertaining to this document or the services, study, data, or project to which it relates, shall not be made without prior written WV PEIA approval, and then only in accordance with the explicit written instructions from WV PEIA. No results or presentations of the program, with or without mentioning WV PEIA are to be released without prior written approval of WV PEIA and then

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only to persons designated.

All communications pieces to be used as part of the program shall require written approval of PEIA prior to their distribution. The cost of said communications pieces should be included in the vendor pricing submitted.

3.40 Final services and Programming

Vendors must agree final services and programming options will be decided by PEIA in coordination with the winning vendor. The proposing company must begin implementation within thirty 30 calendar days of the awarding of the contract or an otherwise agreeable time frame.

3.41 Project Launch

At the discretion of the PEIA Director, a one-time \$20,000 penalty may be assessed in the event that the program does not meet scheduled final testing or launch deadlines due to vendor fault.

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SECTION 4: AGENCY & PROJECT INFORMATION

4.1 Agency Background

PEIA is an agency of the State of West Virginia which administers benefits for approximately 75,000 active employees and COBRA participants. West Virginia Retiree Health Benefits Trust Fund administers benefits for 43,000 retired employees and surviving dependents on behalf of PEIA. There are 112,000 eligible dependents, resulting in approximately 230,500 members being covered by the PEIA health plan. Combined total annual premiums and capitations are approximately \$695 million for the fiscal year ending June 30, 2023.

A comprehensive fee-for-service health benefit plan, the Preferred Provider Benefit (PPB) plan, is offered to all eligible participants statewide (as well as members residing in other states) and is administered by a Third Party Administrator, TPA, (medical claims are administered by UMR) and a Pharmacy Benefit Manager, PBM, (pharmacy claims are administered by Express Scripts, ESI). PEIA also offers a managed care plan option statewide, and currently contracts with a managed care organization, The Health Plan

In the PEIA PPB Plans and the Prescription Drug Plan, participants are responsible for cost sharing in the form of an annual deductible, coinsurance, copayments, and an out-of-pocket maximum. There are separate annual medical and prescription deductibles and out-of-pocket amounts for Plans A, B and D. Plan C (approximately 690 members), has a combined medical and prescription drug deductible and out-of-pocket.

Participants in the PPB Plan may use any provider in West Virginia they choose; they are not required to use a select group of providers, nor must they go through primary care providers to gain access to specialists. By law, all providers in West Virginia who provide health care services or supplies to PEIA members must accept assignment of benefits, and cannot bill PEIA patients for any amount by which their charges exceed the maximum fees established by PEIA for each service.

PEIA employs a variety of techniques for the PPB plan that are characteristic of managed care programs:

- utilization review, consisting of prior approval for specific procedures and out-of-network care, precertification of hospital inpatient admissions and certain outpatient procedures, case management of high utilizer and high dollar cases, disease management for chronic conditions and care coordination through a predictive modeling program;
- a provider fee schedule employing the Resource-Based Relative Value Scale (RBRVS) which represents a discount from most providers' usual charges and which is enforced by statute prohibiting in-state providers from billing

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- PEIA insureds for charges other than applicable copays, coinsurance, deductibles, and non-covered services;
- a prescription drug plan that utilizes a nationwide network of participating pharmacies which have agreed to discount prices, and which submit claims electronically to a PBM (ESI);
 - a contracted network of hospitals and professional providers, both inside and outside the state, that perform organ transplant services for pre-negotiated rates;
 - a contracted network of hospitals and professional providers, nationally, for members who must obtain services outside West Virginia;
 - pre and post payment reviews by TPA , including but not limited to DRG validation, and the Claim Edit System (CES); The CES is published by OptumInsight which is part of Optum, Inc. The CES system is designed to analyze professional claims. The CES system will look at the data on each claim and check for errors, omissions, and questionable coding relationships.
 - a prospective payment system (PPS) for inpatient hospital reimbursement; and
 - an ambulatory payment classification system (APC) for outpatient hospital reimbursement.

Benefits, premiums, and cost sharing mechanisms are established by annual approval of the PEIA Finance Board and are based upon the plan actuary's projected financial results with given consideration to anticipated utilization and enrollment.

Open enrollment customarily is held each year, April 2 to May 15, for plan selection. The fiscal year for which the State of WV allocates funding is July 1 through June 30. Consequently, the PEIA benefit plan year operates from July 1 through June 30. The PEIA reserves the right to implement any changes affecting benefits and premium contribution within the plan design, as deemed appropriate, or as mandated by legislative action.

State, higher education, and some public-school employees participating in PEIA have the ability to pay medical and life premiums on a pretax basis through a premium conversion plan, which is an IRS approved Section 125 plan.

Employees and retirees may elect to participate in Mountaineer Flexible Benefits which offers coverage for vision, dental, and other optional benefits employees may choose. These benefits are funded wholly by participating employees and are administered by a separate third-party vendor, currently FBMC. Premiums for these optional benefits are paid on a pre-tax basis through a Section 125 Plan.

PEIA has a CCP program. The CCP Program is a Comprehensive Care Program designed to allow members to take more responsibility for their primary care and focuses on preventive care as opposed to reactive care. The members receive reduced or waived copayments for participation in this program.

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For more information regarding PEIA, potential Bidders may research our website at <https://peia.wv.gov>.

4.2 Agency Wellness History

Over the past three decades, West Virginia has been grappling with an epidemic of obesity and its related chronic conditions including: heart disease, diabetes, hypertension, sleep apnea, asthma, depression and musculoskeletal conditions. Although the Agency has employed varied and comprehensive efforts designed to engage the members with opportunities for health improvement, claims costs continue to escalate at an unsustainable pace.

In response, PEIA has diversified and intensified the interventions available to members who are motivated to change. Comprehensive programs have included: the PEIA Pathways to Wellness worksite program; the PEIA Weight Management Program; the PEIA Face to Face Diabetes Program; the Games for Health Project; the West Virginia Portions Campaign; a comprehensive tobacco cessation benefit; the Comprehensive Care Partnership (CCP); a web based health promotion platform and the use of financial incentives and penalties.

PEIA's first employment of a financial incentive was initiated in the year 2000, utilizing a tobacco premium differential. The tobacco user premium has since been raised three times to the current additional \$25 a month for an individual policy and additional \$50 a month for a family plan.

PEIA has also used multiple tools designed to increase awareness regarding modifiable risk factors including copay waivers, premium incentives and deductibles. Most notable among these efforts have been "Improve Your Score" (IYS) and "Healthy Tomorrows." Both utilized the following measures: total cholesterol, glucose, blood pressure and waist circumference. Healthy Tomorrows achieved over an 80% policyholder compliance rate during its second year, which required submission of measurements. The Agency entered the most challenging iteration of the plan during the 2017 plan year requiring policyholders to not only obtain their measures, but to also achieve required minimum measurements in the moderate risk category. Failure of the policyholders to achieve these scores resulted in an additional \$500 deductible.

Beginning in 1992, PEIA offered a worksite wellness program which began with four pilot sites and expanded into a state-wide program covering 1,000 worksites. Services were delivered through nine regional health promotion consultants who disseminated information and delivered hands-on services through arrangements with volunteer worksite based worksite coordinators. Information was also disseminated via a website, e-newsletters, flyers and PEIA publications. Although services were redesigned and updated over time, the offerings have included: health risk assessments; health screens at worksites; health coaching; classes on topical lifestyle subjects; information and referral services; fitness classes (Zumba, yoga, Pilates, boot camp, Tai

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Chi, etc.) at worksites; nutrition education; cooking classes; musculoskeletal injury prevention programs addressing carpal tunnel syndrome, knee and back injuries; dissemination of Choosing Wisely information; farmers markets at work; and fitness assessments.

In 2014, PEIA commissioned a survey of PEIA members using a Likert scale to rate their preferences for health promotion offerings. With over 18,000 responses, the members chose a fitness benefit as their top priority, followed closely behind by access to affordable, healthy food.

In response to this member feedback, PEIA placed greater emphasis on the Work It Out fitness assessment program, increased the marketing of the PEIA Weight Management program, facilitated farmers' markets at worksites and promoted community supported agriculture in conjunction with local farmers.

It should be noted that after a brief offering of a web based wellness platform offered via HealthSmart/Cerner, PEIA ceased the service due to low participation. This is indicative of the lack of statewide broadband access; the tedious nature of the data input required and member experience which has shown that the initial novelty is not sustained.

Lastly, in 2017 PEIA issued an RFP for one or more wellness pilots and ultimately a large wellness platform and service. PEIA rolled out the new platform January 2018 on a voluntary basis for members to learn and earn in the spring prior to the formalized kickoff July 1 when minimal engagement would be required to avoid penalties and engagement would be rewarded with financial incentives up to \$300 per policyholder.

4.3 Scope of Project

PEIA is looking for a single comprehensive Wellness solution to be offered to approximately 73,000 active & non-Medicare retiree PPB Plan Policyholders. Spouses and dependents may be priced separately; PEIA may or may not choose to offer the program to spouses and dependents now or in the future. There are approximately 112,000 spouses and dependents in this population. Services offered should provide support designed to enable policyholders to engage in their health and make the necessary lifestyle changes which will result in measurably improved outcomes as indicated by changes in annual biometric measures, HRA changes and population health changes. The geographic area of the program is statewide, and some eligible members reside out of state.

PEIA will select a proposal for implementation that includes designing and branding a program that demonstrates outcomes including but not limited to: participation/engagement; satisfaction; health status, quality of life (VOI); cost effectiveness (ROI); and service quality.

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Vendor must be able to assume responsibility for all contractual activities offered in this proposal, whether or not that bidder directly performs them. Responsibility includes, but is not necessarily limited to: quality of work/service/products delivered; on-time delivery; staff conduct/behavior; accuracy of reports and billing; and representing PEIA in a professional manner as a vendor and service provider to our members. The vendor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract.

Given the rural nature of our state, demographics, and behavioral risk factors, we are encouraging bidders to propose interventions designed to maximize member engagement. We are seeking an innovative partner who will have a combination of offerings and products to motivate our members to participate and that will have clearly demonstrated outcomes.

Vendors should be able to demonstrate an integrated approach from a health risk assessment (HRA) to individualized programming to evaluation with varied opportunities for engaging PEIA policyholders, such as:

- Technology-based wellness tools
 - Mobile apps
 - Web-based tools
 - Integrated technologies
- Gym memberships/discounts
- Customizable HRA
- Recognition program/structure
- Biometric screenings
- Gamification
- Social challenges
- Mental health solutions
- Fitness assessments and classes
- Nutrition education – dietary choices
- Healthy food discounts
- Individual and/or group health coaching
- Chronic condition management- reactive and proactive for obesity, diabetes and other conditions as appropriate
- Online and face-to-face health education classes
- Rewards-based incentive system and management*
- Creation and utilization of wellness champions network
- Incorporation of MSK solution
- Stress management services including meditation, yoga and Tai Chi
- Worksite based farmer's markets

The selected vendor will be required to be knowledgeable, conversant and able to communicate with members about PEIA's disease management programs for appropriate referrals. Current PEIA programs include:

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- The PEIA Weight Management Program, which provides members who have a Body Mass Index of 25 or greater; or if a woman, a waist circumference of 35 inches or more; for a man, 40 inches or more; with the services of dietitians and exercise professionals at approved fitness facilities across the state. This program can provide services for up to two continuous years, or a second attempt if the participant failed to complete the program on their first attempt.
- The Face to Face Diabetes Program, which provides eligible members diagnosed with diabetes coverage for scheduled visits with specially trained pharmacists and waived copayments for preferred or generic diabetes medications. Similar to the PEIA Weight Management Program, participation is capped at two years and provides for a second attempt, if the two years has not been completed.
- The current online weight management vendor is Wondr. This program is currently a once-per-lifetime online program that lasts one year. The program is delivered online to a smartphone or computer
- PEIA's comprehensive tobacco cessation benefit, providing coverage for nicotine withdrawal therapy, Zyban, Chantix and physician visits. In accordance with the Affordable Care Act, there is no out of pocket expense associated with these services.

It shall be the responsibility of the vendor to prepare, in a clear and concise manner, a compelling submission that fulfills the intent and scope of this solicitation.

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SECTION 5: MANDATORY REQUIREMENTS

The following mandatory requirements must be met by the Vendor as a part of its submitted proposal. Vendors should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. The terms “must”, “will”, “shall”, “minimum”, “maximum”, or “is/are required” identify a mandatory item or factor. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of PEIA. The vendor must include an affirmation in their response that they agree to and will comply with the mandatory requirements listed below on Attachment A (Mandatory Requirements Confirmation).

5.1 Minimum Project Requirements

- 5.1.1 Vendor project plan must include an implementation timeline.
- 5.1.2 Vendor will work with PEIA to design, brand, and implement a centralized wellness solution for approximately 73,000 policyholders both statewide and nationally.
- 5.1.3 Vendor will provide a sophisticated web-based and mobile device application platform (compatible with both Android and Apple devices) which syncs in real time. The solution shall allow vendor, agency, and member interface and functionality for the management of the wellness solution.
- 5.1.4 Wellness solution must enable policyholders to engage in a variety of health and wellness activities. The solution must permit flexibility for PEIA to determine what is considered “engagement”.
- 5.1.5 Vendor must provide a staffed customer service team managing the phone line that is available for a minimum of 12 hours within the 6:30 am - 9 pm EST time frame six days per week. The phone line may have an interactive voice response system, but members should always have an option to speak with a live representative with the appropriate knowledge of WV PEIA’s plans and benefits. This team must be dedicated to PEIA.
 - It is required that these staff are located within the continental United States
 - Vendor must document all member service calls through call recording and call notes. Vendor will forward call recordings and written transcripts at WV PEIA’s request within two business days of the request being made.

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- 5.1.6** Vendor will provide a dedicated account services team that includes the account manager and other members of the account management team.

Vendors must agree to notify PEIA in writing immediately of any anticipated changes in personnel assigned under the terms of this engagement.

- 5.1.7** Vendor must work closely with, and under the direction of, the PEIA Wellness Program Manager or their designees.

- 5.1.8** Vendor staff must coordinate and lead a minimum of 1 call weekly throughout program implementation and 1 call monthly throughout ongoing program management with PEIA staff. These regular calls will also review member service/issues.

- 5.1.9** Vendor bid must include sample wellness materials written on a sixth grade level.

- 5.1.10** Vendor must provide PEIA access to their demo web-/app-based interactive system during the RFP review process. The access information must be provided for up to 7 users with all details for access to be included with the bid submission. Users should be able to simulate member experience.

- 5.1.11** Vendor must agree to send monthly and quarterly reports electronically, as well as be present at mid-year and annual meetings with WV PEIA to discuss implementation progress, plan performance, engagement, resource utilization, member satisfaction and issues, and present financial results, ROI, VOI, etc. . Monthly reporting shall be received no later than 10 business days into the following month and quarterly reporting no later than 30 business days into the following quarter. Annual reports must be received no later than 45 days after the end of the fiscal year.

Vendor must supply up to six (6) ad hoc reports per year to explore specific issues and provide information at the request of PEIA.

- 5.1.12** Vendor must have a minimum Return On Investment (ROI) of 1:1.5. The methodology to determine ROI must be clear and well defined.

- 5.1.13** The proposed program must be able to measure and quantify value on investment (VOI). The methodology to determine VOI must be clear and well defined.

- 5.1.14** Vendor must agree that all data collected, created, shared, or generated under the scope of work of this contract will be kept secured, encrypted, and segregated in a manner so that, if needed and/or upon termination of the contract it can be rendered unreadable, unusable or indecipherable or otherwise

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destroyed in accordance with applicable provisions of the HIPAA Security Rules. The referenced data is the sole property of the West Virginia Public Employees Insurance Agency (PEIA) and may not be used for any other projects, contracts, or purposes without the express written consent of PEIA. Any severance or change in status of a subcontractor, employee, collaborator, student, or agent, whether voluntary or involuntary, shall immediately terminate their rights to access, use, or otherwise have direct or indirect permissions with regard to said data.

The vendor must utilize systems/software that support a secure data management structure that is compliant with any and/or all State and/or federal security and privacy laws, rules, regulations, and/or standards.

- 5.1.15** The vendor must provide the website, phone app, customer service telephone number, HRA, and programs as available for testing in a timely manner prior to program launch.

5.2 Minimum Vendor Requirements

- 5.2.1** Vendor shall provide information and documentation in **Attachment G (Staff Resumes)** regarding the firm's staff qualifications and experience in providing wellness programming and healthcare claim auditing services.

Proposal staffing must include at least one (1) account manager with at least 2 years' experience that will be available to address PEIA's needs and member issues on a daily basis. This account manager should have successfully led at least one other major account through implementation and project management. This individual shall be present on this account for both implementation and ongoing management.

Information and documentation shall include, but is not limited to:

- Copies of any staff certifications or degrees to demonstrate the qualifications of leadership, project management, wellness coaching, mental health, counseling and behavior change,
- Proposed staffing plans for a typical health plan wellness program,
- Descriptions of past projects completed (descriptions shall include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.),
- Any other information that the vendor deems relevant to the items identified as desirable or mandatory below.

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- 5.2.2** Vendor shall provide at least 3 active client references and 3 terminated client references in **Attachment F - Vendor Experience**
- 5.2.3** Vendor shall provide the following **Financials and Ratings** information
- Certificate of insurance
 - Financial statements
 - Accreditations, if any
 - Financial ratings, if any
- 5.2.4** Vendor will provide a list of any current subcontractors, collaborators, and other third parties that will perform duties under this contract, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. This information will be provided with the bid proposal in Attachment E (Subcontractor Information Form).
- 5.2.5** Vendor must demonstrate a minimum of four (4) years of experience in the worksite wellness industry as evidenced by contracts in place for at least five years, at least 2 years of which include providing wellness solutions for a large (50,000+) public sector client.
- 5.2.6** Vendor shall provide information and demonstrate that they have experience providing wellness services to customers who live in rural areas. Vendor may demonstrate this experience by listing clients as a reference or providing examples of how clients in areas of low connectivity are engaged with their solution.
- 5.2.7** Vendor must be, and must remain, compliant with all federal regulations impacting wellness programming.
- 5.2.8** Vendor must be able to provide timely reporting for any cash or cash equivalent incentives for employers to be able to report payroll withholding sufficient to comply with all IRS laws, regulations, and guidelines.
- 5.2.9** Vendor must agree to immediately (no more than one (1) business day) report any event or incident that may result in any real or perceived harm to any member, provider, or the agency.
- 5.2.10** The vendor shall agree in accordance with applicable provisions of 45 CFR § 164.512(e)(1)(i) and (f)(1)(ii), the vendor, or any subcontractor of the vendor, is required to notify PEIA within five (5) business days if it is involved or engaged in any litigation which can or may result in the disclosure or re-disclosure of any PEIA member PII/PHI in an identified or de-identified format. The State of West Virginia and PEIA reserve the right to defend against any such disclosures or re-disclosures.

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5.2.11 The vendor shall demonstrate the ability to coordinate and integrate with PEIA’s wellness programs and other benefit services outside of the Vendor-offered wellness solution.

5.3 Minimum Performance Guarantees

Vendor must agree to minimum performance guarantees based on the priorities of the PEIA Wellness Project: high levels of engagement by members, high member satisfaction, and making a difference in West Virginia population health.

At the end of each quarter and annually the vendor shall complete a mutually agreed upon performance guarantee report. Quarterly reports are due within 15 business days of the end of quarter. Annual reports are due within 45 days of the end of the year. Contractor will identify fees at risk for calculations and place a calculated amount for any performance guarantee not met in the reporting period on the report submitted

5.3.1 Engagement Performance Guarantee

Objective: PEIA-defined engagement shall be a minimum percentage of eligible membership as described below in target.

Frequency: Quarterly

Target: Q1= 25%; Q2 = 30%; Q3= 40%; Q4= 50% during year 1. After year 1 the target shall remain 50% for each quarter.

Assessment: Within the first 15 days after the end of quarter the vendor will report on engagement. Additionally, if assessment indicates the vendor did not reach a goal a strategy to increase engagement must be presented.

Minimum Fees at Risk: 2% of the Quarterly PMPM

5.3.2 Account Management Performance Guarantee

Objective: All account issues, member issues, written, and phone correspondence will be responded to within 1 business day.

Frequency: Quarterly

Target : 98%

Assessment: Mutually agreed upon validation and reporting provided by the

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vendor. Additionally, if assessment indicates the vendor is not reaching a goal a strategy to improve responsiveness must be presented.

Minimum Fees at Risk: 2% of the Quarterly PMPM

5.3.3 Health Risk Improvement (Population Health) Performance Guarantee

Objective: Vendor will be able to show a demonstrated improvement of health risks in the engaged population who started with 2 or more risk factors.

Frequency: Annually

Target: 5% Improvement in Risk

Assessment: Year over year HRA mutually agreed upon Health Risk Factors. Done annually after the new HRA completed and compared with the previous year's beginning HRA.

Minimum Fees at Risk: 2% of the Annual PMPM

5.3.4 Satisfaction Surveys Performance Guarantee

Objective: Vendor will have high levels of member satisfaction.

Frequency: Annually

Target : 90% or higher of members rate as satisfied or better.

Assessment: Mutually agreed upon satisfaction survey decided during implementation which, when the results are averaged the outcome is equal to a score of satisfied or higher. Survey must include questions on platform satisfaction, customer service satisfaction, and incentive management.

Minimum Fees at Risk: 2% of the Annual PMPM

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SECTION 6: TECHNICAL RESPONSE QUESTIONNAIRE

In addition to verifying that they meet the mandatory minimum requirements, Vendor must provide responses to the following questions. Responses should be thorough and include any requested reports or samples.

The following questions shall be addressed in the bidder's proposal. The format for the written response shall include the vendor restating the question in their response and list their response thereafter . **DO NOT SIMPLY LIST NUMBERED RESPONSES!**

6.1 Organizational Stability and Experience

6.1.1 Company History & Information

- a. Provide a brief description of the company history
- b. Describe the length of time the company has been providing comprehensive wellness programs
- c. How does your company distinguish itself from other wellness providers?
- d. Provide national awards or other accreditations received by the company for wellness services
- e. Provide the latest annual report, financial statement, SSAE 16 or SAS 70 type II, and other financial reports that indicate the financial position of your organization.
- f. Provide your Current Ratio and Debt To Equity Ratio from the documents in 5.2.3
- g. Is your company a subsidiary to a parent or holding company? If yes, answer the following:
 1. Identify your parent or holding company and indicate whether you are a wholly-owned subsidiary.
 2. How long have you been a subsidiary?
 3. Has your company been involved with any mergers?
- h. Who is on the advisory board?
- i. Number of any outstanding legal actions pending against your organization.

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1. Can you assure WV PEIA that these actions will not disrupt business operations?

6.1.2 Client information

- a. What is your targeted size of client?
- b. Total Number of Organizations you are currently providing wellness platform (CY 2022)
- c. Total Number of State Health Plan Accounts (CY 2022 & CY 2021)
- d. Total Number of Covered Eligible Lives (CY 2022 & CY 2021)
- e. Percentage of Covered Eligible Lives from top 10 clients (CY 2022 & CY 2021)
- f. Total number of enrolled (participating) lives (CY 2022 & CY 2021)
- g. Total Number of Accounts with 50,000+ lives covered (CY 2022 & CY 2021)
- h. Number of large accounts (50,000+ lives) terminated in past 12 months
 1. What are the reasons for termination?
- i. What is your client retention rate for large accounts (50,000+ lives)?

6.1.3 Staffing:

- a. What is your current number of full time and part time staff?
- b. How many staff would you predict would be needed to handle this project?
- c. Where will these staff members be located?
- d. How many staff do you utilize as contracted employees?
- e. What percent is located within the US?
- f. Do you have a Chief Medical Officer on your staff?

6.1.4 Account Management

- a. Describe your account management team and structure.

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- b. Provide the total number of years of health plan wellness experience for the account management team.
- c. Is the implementation manager solely dedicated to this account?
- d. Can a member of the account management team attend in person PEIA open enrollment meetings and other meetings upon request?

6.1.5 Privacy & Security

- a. Describe security requirements, systems and protocols in place to protect confidential patient records.
- b. Please describe your data privacy standards.
- c. Is the platform VIPPS certified, and if so, by whom?
- d. Describe any data privacy and security certifications that your company has earned.
- e. Does the platform utilize multi-factor authentication processes?
- f. How often are application penetration tests performed by a third-party assessor or internally?
- g. Describe a security incident response plan.

6.2 Approach & Methodology

6.2.1 General

- a. Describe your philosophical approach to worksite health promotion and long-term wellness. Include details on how to best enable and motivate employees to take ownership of their health.
- b. How does your company stay abreast of, and implement, best practices in the wellness space?
- c. How does your platform build a desire in members to be healthier? Does it track healthy habits?
- d. Describe your ability to act as a centralized hub for all things wellness for PEIA.

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1. Can your organization bid, evaluate, obtain, and manage other third party vendor subcontracts in the event that such a subcontractor would be desired by PEIA to offer a wellness service?
- e. How does your platform and service assist members with identifying wellness and disease management related plan benefits?
- f. Is your solution able to address gaps in care? If so, please provide details.
- g. How is the solution customizable and flexible to the needs of PEIA and its membership?
- h. What resources will be provided to the members for the wellness program?
- i. How do you track and report intervention activity to the client and participant?

6.2.2 Engagement

While most vendors have their own method for defining engagement, PEIA will work with the winning vendor to determine a mutually agreed upon criteria to qualify member engagement for purposes of reporting and billing. At the very least vendors should understand that PEIA will expect the members to ACTIVELY participate in the platform by completing tasks, completing an HRA, participating in coaching calls or lessons, earning points, or other agreed upon activities at a minimum of four (4) times per month to qualify as engaged. Members will not be considered engaged for merely opening the platform, signing up for access, enrolling in coaching, or opening proactive emails or text messages.

- a. How do you define enrollment and engagement?
- b. What is the number of times the average participant engages per day, per week or per month?
- c. How do members register for the program and what is done to enhance engagement?
- d. Confirm PEIA can customize engagement measures.
- e. How do you motivate members to remain engaged long term?
- f. How does your platform build a desire in members to be healthier?

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- g. Does your platform track healthy habits?
- h. Does the vendor categorize the percentage of population engagement by level?
 1. If so, what are the levels and what percent of your population is engaged at each level typically?
- i. Please share actual engagement and outcomes data results from a large public sector client

6.2.3 Services

a. Biometric Screening

1. Describe how the vendor collects biometric screening data for members.
2. Do you recommend on-site screenings or member uploading?
3. How is biometric information used to individualize programming?
4. What biometric screening measures do you collect?

b. Stratification

1. Do you stratify populations based on risk for interventions?
2. What methodology do you use?

c. Activities & Incentives

1. What activities are tracked for incentives?
2. How are these activities tracked? Do you offer both manual entry as well as syncing devices? Which devices sync with your platform?
3. How is your incentive program configured to drive engagement?
4. How much can the client customize incentives? Please describe what opportunities there are for customization.
5. Explain how you handle any tax implications for the client or participant resulting from incentives. For example, do you offer and manage an FSA or premium discounts approach for incentives.

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6. Can you provide data files of incentive payments for payroll withholding in a mutually agreed format for multiple entities?
7. What are your recommendations for amounts or levels of incentives for employees to earn?

d. Mental Health

1. Please provide a brief background on your Mental Health component. How long has your organization been providing services in this area? Are the services subcontracted? What is done to reduce the stigma of seeking mental health services while also ensuring confidentiality ?
2. Please describe your offerings for the following categories. In particular, indicate which categories have self-guided solutions and which categories have provider based solutions:

- a. Depression
- b. PTSD
- c. Trauma
- d. Anxiety
- e. Substance abuse disorder and recovery
- f. Schizophrenia
- g. Resiliency and coping skills
- h. Stress Management
- i. Burnout
- j. Work-life balance
- k. Neurodivergent conditions

3. Are your programs clinically validated?
 - a. Does your program track using scales for measuring depression (like the PHQ-9) and generalized anxiety (like the GAD-7).
4. Have you offered these programs to a similar agency and was there clear evidence of symptom reduction? Please describe outcomes.
5. What are the credentials of the providers?
6. What is the length of the solutions- are they short term or long term?

e. Health Risk Assessment (HRA)

1. Do you integrate a Health Risk Assessment (HRA)with your platform?
2. Is the HRA proprietary?

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3. Is the HRA customizable?
4. Is the HRA NCQA certified?
5. Does the HRA ask about issues related to social determinants of health?
6. Can it be either mandatory or optional depending on what PEIA may choose?

f. Health accessibility and equity

1. What options or alternative methods do you have for “unconnected” PEIA members who may lack smart devices or internet connectivity?
2. Describe how your proposed solution takes into account the challenges faced by individuals living in Appalachia, including lack of access to healthy foods and exercise opportunities as well as disparities and inequities in health care access

6.2.4 Implementation

- a. Describe how the implementation is handled and what you expect from the agency during the process.
- b. How long does implementation for your services and platform typically take?
- c. Vendor agrees to provide WV PEIA with login to access the member website prior to the go-live date.
- d. Describe the experience your implementation team has with implementing a client with 50,000+ lives.
- e. Does your program provide any tools for PEIA to utilize during implementation? What training is provided to key PEIA staff?
- f. Please provide a sample implementation timeline document for a July 1 kickoff.
- g. Confirm the implementation team will be announced to PEIA within 10 business days of contract award.

6.2.5 Technology

- a. Does your company have an in-house software development team?

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- b. How does your company manage scalability and ability to meet growing client needs?
- c. Please describe the ability of your platform/program to integrate third party devices, programs and partners. Are you able to integrate new partnerships that are not already integrated?
- d. Does your platform use AI or other technology to target members' needs and desires? Do you utilize data to engage member proactively?
- e. Confirm your team can utilize PEIA standard eligibility and reporting file formats?
- f. How often are you able to update eligibility via file transfer?
- g. Describe expected technology advances or developments planned for next 3 years.
- h. Does the web platform and phone app have the same content and functionality and sync real time?
- i. Does the platform offer single sign on capability?

6.2.6 Customer Service

- a. What are the days and hours of operation that the customer service team assigned to PEIA will be available? Where is the customer service team located?
- b. Is Customer Service provided in-house or is it a subcontracted service?
- c. What percent of calls were abandoned in CY 2022?
- d. What percent of calls were handled by live representatives in CY 2022?
- e. What is the average number of seconds to reach a live customer service representative in CY 2022?
- f. How is customer service staffing handled during peak times, such as open enrollment and at year end? Does staffing have the ability to grow?
- g. Describe the training customer service agents are provided.
- h. How are customer service agents evaluated?

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- i. How do you track member complaints? List the top 5 member complaints related to wellness platform and/or customer service. What process/remedies have been put into place to resolve these complaints?

6.2.7 Reporting

- a. Describe and provide a sample of the reporting made available to members.
 - 1. Do members receive a report after the HRA?
- b. Describe the reporting available to the PEIA management team.
 - 1. Provide sample reports including, but not limited to, condition management and engagement in. Include a sample monthly report from an actual client.
 - 2. Are these reports self-service or provided by the vendor?
 - 3. How do these reports reliably demonstrate the health status of the population?
 - 4. Do you provide reporting supporting both ROI and VOI and if so, how often?
 - 5. PEIA has members from more than 1,000 agencies as well as employee type (active vs. retiree). Can reporting be drilled down to an agency level? Does PEIA have the ability to customize how they would like reports to be drilled down or grouped?
- c. Describe any management portal or dashboard provided to PEIA to access data and/or reports
 - 1. Is it real time data/analytics or is there a delay?
 - 2. How many users may be granted access?
 - 3. Does the vendor offer training on the tools available?
 - 4. Please describe the standard executable reports offered, if any.
 - 5. Can PEIA staff prepare ad hoc / customized reports from within the management portal or dashboard?

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6.2.8 Evaluation, Satisfaction, and Performance Metrics

- a.** Provide an evaluation plan that addresses, at minimum:
 1. Numbers of participants and levels of engagement
 2. Durations of participant in specific activities
 3. Member satisfaction
 4. Improved health outcomes
 5. Impact on health claims
 6. Impact on physical activity
 7. Impact on rate of injuries
 8. Impact on member nutritional habits
 9. Impact on member knowledge relative to healthy behaviors
- b.** Satisfaction Surveys- Please address at least the following:
 1. Do you currently perform membership satisfaction surveys?
 2. What questions are asked?
 3. How are they sent to members, i.e. on the portal or email or hard copy?
 4. Provide a copy of the latest results of the survey.
 5. What percentage of members indicated that they were “satisfied or very satisfied” with the overall program?

6.2.9 Federal Requirements on Wellness

- a.** Summarize how the vendor would be compliant with all federal requirements surrounding wellness programs and incentives. See attachment “F”

6.2.10 Marketing and Promotional Strategies

- a.** Describe your marketing and promotional strategies.
- b.** Provide samples of your marketing and promotional materials.

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6.2.11 Performance Guarantees

- a.** Please describe the Vendor Proposed Fees at Risk for engagement if higher than Minimum in 5.3.2.
- b.** Please describe the Vendor Proposed Fees at Risk for health risk improvement if higher than Minimum in 5.3.3.
- c.** Please describe the Vendor Proposed Fees at Risk for satisfaction survey if higher than Minimum in 5.3.4.
- d.** Please describe the Vendor Proposed Fees at Risk for account management if higher than Minimum in 5.3.5.

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SECTION 7: VENDOR PROPOSAL

7.1 **Economy of Preparation**

Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.

7.2 **Incurring Cost**

Neither the Agency nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

7.3 **Proposal Format**

Vendors should provide responses in the format listed below:

7.3.1 **Two-Part Submission**

Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. All financial proposal information must be in a separately sealed envelope and a separate email clearly marked “Cost Proposal”. See section 2.5 for full proposal format details.

7.3.2 **Title Page**

State the RFP subject, number, Vendor’s name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.

7.3.3 **Table of Contents**

Clearly identify the material by section and page number.

7.3.4 **Response Reference**

Vendor’s response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.

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7.3.5 Proposal Submission

All proposals must be submitted to WV PEIA **prior** to the date and time stipulated in the RFP as the due date of the bid. All submissions must be in accordance with the provisions listed in Section 2: Instructions to Bidders Submitting Bids.

7.4 Oral Presentations (Agency Option)

The Agency has the option of requiring oral presentations of all Vendors participating in the RFP process who achieve a minimum acceptable score (MAS) on their technical proposal. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFP. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

7.4.1 Materials and Information Required at Oral Presentation

The vendor may only present information that directly clarifies and/or correlates to their previously submitted proposal. The Oral Presentations will be for the RFP Review Committee to seek clarification, probe for detail, or ask other questions directly related to the RFP submission made by the vendor, or for a demonstration of the product if requested.

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SECTION 8: EVALUATION AND AWARD

8.1 Evaluation Process

Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract.

PEIA, at its option, may elect to conduct interviews and oral presentations with the top-rated bidders. There are no points specifically assigned to the interview. The purpose is to confirm or clarify responses to the RFP.

8.2. Evaluation Criteria

Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated for a total of 60 of the 100 points. Cost represents 40 of the 100 total points.

8.3 Evaluation Point Allocation

All points awarded for each proposal component will be summed to obtain a total figure. The Vendor who meets all the mandatory specifications and attains the highest point score of all Vendors shall be awarded the contract. The successful Vendor will be made by a consensus of the evaluation committee.

8.4 Technical Bid Opening

At the technical bid opening, PEIA will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Agency evaluation committee for technical evaluation.

8.5 Technical Evaluation

The Agency evaluation committee will review the technical proposals and assign points.

8.6 Proposal Disqualification

8.6.1 Minimum Acceptable Score (“MAS”): Vendors must score a minimum of 42 of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.

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8.6.2 Failure to Meet Mandatory Requirements: Vendors must meet or exceed all mandatory requirements in order to have technical proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.

8.7 Cost Evaluation

The Agency evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the PEIA Director.

8.7.1 Cost Evaluation Formula: Each cost proposal will have points assigned using the following formula for all Vendors not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage. That percentage is then multiplied by the points attributable to the cost proposal to determine the number of points allocated to the cost proposal being evaluated.

Step 1: Lowest Cost of All Proposals / Cost of Proposal Being Evaluated = Cost Score Percentage

Step 2: Cost Score Percentage of 40 Points Allocated to Cost Proposal = **Total Cost Score**

Example:

Proposal 1 Cost is $\$1.50 \text{ PMPM} \times 36,500 = \$54,750 \times 3^* = \$164,250$

Proposal 2 Cost is $\$1.65 \text{ PMPM} \times 36,500 = \$60,225 \times 3^* = \$180,675$

Points Allocated to Cost Proposal is 40

Proposal 1:

Step 1 – $\$164,250 / \$164,250 = \text{Cost Score Percentage of } 1 \text{ (100\%)}$

Step 2 – $1 \times 40 = \text{Total Cost Score of } 40$

Proposal 2:

Step 1 – $\$164,250 / \$180,675 = \text{Cost Score Percentage of } .91 \text{ (91\%)}$

Step 2 – $0.91 \times 40 = \text{Total Cost Score of } 36.4$

**Example assumes both vendors final PMPM for all three years is the same*

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SECTION 9: VENDOR INFORMATION, CERTIFICATION & SIGNATURE PAGE

(Vendor Name)

(Contract Administrator)

(Contract Administrator E-Mail)

(Phone Number) / (Fax Number)

CERTIFICATION AND SIGNATURE: By signing , I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the PEIA that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor’s behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

(Signature)

(Printed Name)

(Title)

Attachment A

MANDATORY REQUIREMENTS CONFIRMATIONS

MANDATORY - THIS APPENDIX MUST BE COMPLETED AND INCLUDED WITH TECHNICAL PROPOSAL. VENDOR MUST MARK EACH ITEM TO INDICATE THAT THEY MEET THE CRITERIA OF OR AGREE TO THE SPECIFICATIONS OF EACH REQUIREMENT.

5.1 MINIMUM PROJECT REQUIREMENTS		
	5.1.1	Vendor project plan must include an implementation timeline.
	5.1.2	Vendor will work with PEIA to design, brand, and implement a centralized wellness solution for approximately 73,000 policyholders both statewide and nationally.
	5.1.3	Vendor will provide a sophisticated web-based and mobile device application platform (compatible with both Android and Apple devices) which syncs in real time. The solution shall allow vendor, agency, and member interface and functionality for the management of the wellness solution.
	5.1.4	Wellness solution must enable policyholders to engage in a variety of health and wellness activities. The solution must permit flexibility for PEIA to determine what is considered “engagement” .
	5.1.5	<p>Vendor must provide a staffed customer service team managing the phone line that is available for a minimum of 12 hours within the 6:30 am - 9 pm EST time frame six days per week. The phone line may have an interactive voice response system, but members should always have an option to speak with a live representative with the appropriate knowledge of WV PEIA’s plans and benefits. This team must be dedicated to PEIA.</p> <ul style="list-style-type: none"> It is required that these staff are located within the continental United States Vendor must document all member service calls through call recording and call notes. Vendor will forward call recordings and written transcripts at WV PEIA’s request within two business days of the request being made.
	5.1.6	<p>Vendor will provide a dedicated account services team that includes the account manager and other members of the account management team.</p> <p>Vendors must agree to notify PEIA in writing immediately of any anticipated changes in personnel assigned under the terms of this engagement.</p>
	5.1.7	Vendor must work closely with, and under the direction of, the PEIA Wellness Program Manager or their designees.
	5.1.8	Vendor staff must coordinate and lead a minimum of 1 call weekly throughout program implementation and 1 call monthly throughout ongoing program management with PEIA staff. These regular calls will also review member service/issues.
	5.1.9	Vendor bid must include sample wellness materials written on a sixth grade level.
	5.1.10	Vendor must provide PEIA access to their demo web-/app-based interactive system during the RFP review process. The access information must be provided for up to 7 users with all details for access to be included with the bid submission. Users should be able to simulate member experience.

	5.1.11	<p>Vendor must agree to send monthly and quarterly reports electronically, as well as be present at mid-year and annual meetings with WV PEIA to discuss implementation progress, plan performance, engagement, resource utilization, member satisfaction and issues, and present financial results, ROI, VOI, etc. Monthly reporting shall be received no later than 10 business days into the following month and quarterly reporting no later than 30 business days into the following quarter. Annual reports must be received no later than 45 days after the end of the fiscal year.</p> <p>Vendor must supply up to six (6) ad hoc reports per year to explore specific issues and provide information at the request of PEIA.</p>
	5.1.12	<p>Minimum Return On Investment (ROI) of 1:1.5. The methodology to determine ROI must be clear and well defined.</p>
	5.1.13	<p>The proposed program must be able to measure and quantify value on investment (VOI). The methodology to determine VOI must be clear and well defined.</p>
	5.1.14	<p>Vendor must agree that all data collected, created, shared, or generated under the scope of work of this contract will be kept secured, encrypted, and segregated in a manner so that, if needed and/or upon termination of the contract it can be rendered unreadable, unusable or indecipherable or otherwise destroyed in accordance with applicable provisions of the HIPAA Security Rules. The referenced data is the sole property of the West Virginia Public Employees Insurance Agency (PEIA) and may not be used for any other projects, contracts, or purposes without the express written consent of PEIA. Any severance or change in status of a subcontractor, employee, collaborator, student, or agent, whether voluntary or involuntary, shall immediately terminate their rights to access, use, or otherwise have direct or indirect permissions with regard to said data.</p>
	5.1.15	<p>The vendor must provide the website, phone app, customer service telephone number, HRA, and programs as available for testing in a timely manner prior to program launch.</p>
5.2 MINIMUM VENDOR REQUIREMENTS		
	5.2.1	<p>Vendor shall provide information and documentation in Attachment F- Firm and Staffing regarding the firm’s staff qualifications and experience in providing wellness programming and healthcare claim auditing services.</p> <p>Proposal staffing must include at least one (1) account manager with at least 2 years’ experience that will be available to address PEIA’s needs and member issues on a daily basis. This account manager should have successfully led at least one other major account through implementation and project management. This individual shall be present on this account for both implementation and ongoing management.</p> <p>Information and documentation shall include, but is not limited to:</p> <ul style="list-style-type: none"> • Copies of any staff certifications or degrees to demonstrate the qualifications of leadership, project management, wellness coaching, mental health, counseling and behavior change, • Proposed staffing plans for a typical health plan wellness program, • Descriptions of past projects completed (descriptions shall include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.), • Any other information that the vendor deems relevant to the items identified as desirable or mandatory below.
	5.2.2	<p>Vendor shall provide at least 3 active client references and 3 terminated client references in Attachment XX - Vendor Agency Qualifications.</p>

	5.2.3	Vendor shall provide the following Financials and Ratings information <ul style="list-style-type: none"> • Certificate of Insurance • Financial Statements • Accreditations, if any • Financial Ratings, if any
	5.2.4	Vendor will provide a list of any current subcontractors, collaborators, and other third parties that will perform duties under this contract, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor’s organizational abilities. This information will be provided with the bid proposal in Attachment E.
	5.2.5	Vendor must demonstrate a minimum of four (4) years of experience in the worksite wellness industry as evidenced by contracts in place for at least five years, at least 2 years of which include providing wellness solutions for a large (50,000+) public sector client.
	5.2.6	Vendor shall provide information and demonstrate that they have experience providing wellness services to customers who live in rural areas. Vendor may demonstrate this experience by listing clients as a reference or providing examples of how clients in areas of low connectivity are engaged with their solution.
	5.2.7	Vendor must be, and must remain, compliant with all federal regulations impacting wellness programming.
	5.2.8	Vendor must be able to provide timely reporting for any cash or cash equivalent incentives for employers to be able to report payroll withholding sufficient to comply with all IRS laws, regulations, and guidelines.
	5.2.9	Vendor must agree to immediately (no more than one (1) business day) report any event or incident that may result in any real or perceived harm to any member, provider, or the agency.
	5.2.9	The vendor shall agree in accordance with applicable provisions of 45 CFR § 164.512(e)(1)(i) and (f)(1)(ii), the vendor, or any subcontractor of the vendor, is required to notify PEIA within five (5) business days if it is involved or engaged in any litigation which can or may result in the disclosure or re-disclosure of any PEIA member PII/PHI in an identified or de-identified format. The State of West Virginia and PEIA reserve the right to defend against any such disclosures or re-disclosures.
	5.2.10	The vendor shall demonstrate the ability to coordinate and integrate with PEIA’s wellness programs and other benefit services outside of the Vendor-offered wellness solution.
5.3 MINIMUM PERFORMANCE GUARANTEES		
	5.3.1	Engagement Objective: PEIA-defined engagement shall be a minimum of eligible membership as described below in target. Frequency: Quarterly Target: Q1= 25%; Q2 = 30%; Q3= 40%; Q4= 50% during year 1. After year 1 Assessment: Within the first 15 days after the end of quarter the vendor will report on engagement. Additionally, if assessment indicates the vendor did not reach a goal a strategy to increase engagement must be presented. Minimum Fees at Risk: 2% of the Quarterly PMPM

	5.3.2	<p>Account Management</p> <p>Objective: All account issues, member issues, written, and phone</p> <p>Frequency: Quarterly</p> <p>Target: 98%</p> <p>Assessment: Mutually agreed upon validation and reporting provided by the vendor. Additionally, if assessment indicates the vendor is not reaching a goal a strategy to improve responsiveness must be presented.</p> <p>Minimum Fees at Risk: 2% of the Quarterly PMPM</p>
	5.3.3	<p>Health Risk Improvement (Population Health)</p> <p>Objective: Vendor will be able to show a demonstrated improvement of health</p> <p>Frequency: Annually</p> <p>Target: 5%</p> <p>Assessment: Year over year HRA mutually agreed upon Health Risk Factors. Done annually after the new HRA completed and compared with the previous year's beginning HRA.</p> <p>Minimum Fees at Risk: 2% of the Quarterly PMPM</p>
	5.3.4	<p>Satisfaction Surveys</p> <p>Objective: Vendor will have high levels of member satisfaction.</p> <p>Frequency: Annually</p> <p>Target: 90% or higher satisfaction.</p> <p>Assessment: Mutually agreed upon survey decided during implementation which, when the results are placed on a five (5) point scale with one (1) as the lowest satisfaction score and 5 as the highest satisfaction score, "satisfaction" is defined as 3 (three) or higher.</p> <p>Minimum Fees at Risk: 2% of the Quarterly PMPM</p>

Vendor's signature below certifies that all of the mandatory minimum requirements in Section 5 have been carefully evaluated and understood, and Vendor meets or agrees to each item.

 (Company)

 (Representative Name, Title)

 (Date)

Attachment B
PROSPECTIVE VENDOR'S LIST
SOLICITATION NO. ARFP PEI240000002

TECHNICAL PROPOSAL

(Vendor is recommended to include *all* attachments with proposal. However, the below items MUST be included with the proposal or the bid will be disqualified. All other attachments must be received prior to final contract award).

- _____ Title Page
- _____ Introduction
- _____ Table of Contents
- _____ Certification and Signature page, signed (Section 9)
- _____ Technical Responses (Section 6)
- _____ Attachment A: Mandatory Requirements Confirmation
- _____ Attachment B: Prospective Vendor's Checklist
- _____ Attachment C: Subcontractor Information Form
- _____ Attachment F: Vendor Experience
- _____ Attachment G: Staff Resumes
- _____ Attachment H: Deviations Page

Additional Mandatory Vendor Information

- _____ 5.1.9 - Sample Wellness Materials
- _____ 5.1.10 - Access to demo web-/app-based interactive system
- _____ 5.1.12 - Current Vendor ROI details and methodology
- _____ 5.2.1 - Relevant staff documentation
- _____ 5.2.3 - Financials & Ratings documents

COST PROPOSAL

- _____ Pricing Summary Page
- _____

(Company)

(Representative Name, Title)

(Date)

Attachment C
SUBCONTRACTOR INFORMATION FORM
SOLICITATION NO. ARFP PEI240000002

Name	
Address	
Contact Person	
Description of Work to be Subcontracted	
Descriptive information concerning organizational abilities	

Name	
Address	
Contact Person	
Description of Work to be Subcontracted	
Descriptive information concerning organizational abilities	

Attachment D
HIPAA BUSINESS ASSOCIATE ADDENDUM & APPENDIX
SOLICITATION NO. ARFP PEI240000002

FINAL CONTRACT WILL NOT BE NEGOTIATED UNTIL THIS ADDENDUM IS FULLY EXECUTED.

**TO BE ATTACHED - FOLLOW UP ADDENDUM BY
AUGUST 15**

Attachment E

DATA MANAGEMENT ADDENDUM & APPENDIX

SOLICITATION NO. ARFP PEI240000002

NOTE: THE TERMS OF THE DATA MANAGEMENT ADDENDUM ARE NON-NEGOTIABLE AND MUST BE EXECUTED AS-IS IN ANY EVENTUAL CONTRACT RESULTING FROM THIS RFP

FINAL CONTRACT WILL NOT BE NEGOTIATED UNTIL THIS ADDENDUM IS FULLY EXECUTED.

**TO BE ATTACHED - FOLLOW UP ADDENDUM BY
AUGUST 15**

Attachment F

**VENDOR EXPERIENCE INFORMATION
SOLICITATION NO. ARFP PEI240000002**

Contact Person	
Position	
Address	
City, State, Zip	
Telephone Number	
E-mail Address	
Project Description	
Project Dates	
Personnel Assigned	

Contact Person	
Position	
Address	
City, State, Zip	
Telephone Number	
E-mail Address	
Project Description	
Project Dates	

Attachment G
STAFF RESUMES
SOLICITATION NO. ARFP PEI240000002

Name	
Title	
Relevant Experience	
Relevant Certifications	
Education	

Name	
Title	
Relevant Experience	
Relevant Certifications	
Education	

Attachment H
DEVIATIONS PAGE

SOLICITATION NO. ARFP PEI240000002

Vendor MAY NOT request an exception, clarification, or modification to circumvent a mandatory minimum requirement. PEIA is under no obligation to consider or negotiate any of the proposed items.

ORIGINAL RFP ITEM & LOCATION / VENDOR PROPOSED EXCLUSION, CLARIFICATION, OR MODIFICATION

Attachment I

FEDERAL REQUIREMENTS FOR WELLNESS PROGRAMS FORM
SOLICITATION NO. ARFP PEI240000002

Federal Agency	
Mandate	
Description of how requirement will be met	

Federal Agency	
Mandate	
Description of how requirement will be met	

Federal Agency	
Mandate	
Description of how requirement will be met	

Federal Agency	
Mandate	
Description of how requirement will be met	

Attachment J

VENDOR REGISTRATION REQUIREMENTS

SOLICITATION NO. ARFP PEI240000002

Vendors must complete all three registrations below before an award document can be finalized. Registration is not required for bidding.

Vendors may register with the WV Secretary of State and the WV Tax Department simultaneously at <http://www.business4wv.com>, but **wvOasis Vendor Registration is a separate and distinct process.**

WV STATE VENDOR REGISTRATION - WVOASIS

Vendors doing business with the State of West Virginia are required to register with wvOasis. This consists of [at minimum]: (A) registration in the VSS system (either manually or by paper application), (B) submission of a W-9 to the State Finance Division, (C) disclosure of at least two officers and banking information. and (D) payment of a \$125 annual vendor registration fee [Certain exemptions to the fee apply. Information below]

Vendors may register in one of the following ways:

1. Vendor Self Service (VSS)

VSS Link: <https://prod-fin-vss.wvoasis.gov/webapp/prdvss11/AltSelfService>

VSS FAQ: <http://www.state.wv.us/admin/purchase/VendorReg.html>

Help: wvOasis Help Desk
helpdesk@wvoasis.gov
304-558-6708

2. Vendor Registration and Disclosure Statement and Small, Women-, and Minority-Owned Business Certification Application

Download: <http://www.state.wv.us/admin/purchase/vrc/wv1.pdf>

Send to: Purchasing Division - Vendor Registration
2019 Washington Street East
Charleston, WV 25305-0130

Exemption to the \$125 Vendor Registration Fee - In specific situations, the fee may be waived for vendors providing goods/services to the State of West Virginia. This exemption only applies to specific transactions. If a vendor provides an exempt service, but then wishes to provide a non-exempt service, they are required to pay the registration fee before an award can be made for a non-exempt service.

Some vendor services commodities/services solicited by PEIA will qualify for this exemption. If a vendor is unsure whether they need to pay the fee, they can contact the PEIA Procurement Officer or the RFP Coordinator of the Solicitation they are reviewing.

WV SECRETARY OF STATE REGISTRATION

Registration with the WV Secretary of State's Office is required for all Vendors doing business with the State of West Virginia, and may require a fee of \$100.00 depending on the business registration category.

Business registration with the Secretary of State falls into one of the two categories:

- a. Domestic (formed in West Virginia), or
- b. Foreign (formed out-of-state)

Vendors may complete an Application for Exemption from Certificate of Authority with the WV SOS if you feel your company qualifies. Please mail the completed form and include a check for \$25.00, made payable to WV SOS, along with a copy of the company's home state issued Certificate of Good Standing / Certificate of Corporation.

<http://www.sos.wv.gov/business-licensing/forms/Documents/Corporation/cf-2.pdf>

You may contact the WV Secretary of State's Office with your questions @ 304-558-6000

WV TAX DEPARTMENT

All entities doing business in the State of West Virginia must be registered with WV TAX and pay a one-time fee of \$30.00.

An exemption with the WV Secretary of State does not mean you are exempt from registering with the WV Tax Department.

If you need to speak to someone at the WV Tax Department, please call 304-558-8683.

NOTE:

You may use the Business4WV website to register with the WV Secretary of State and the WV Tax Department simultaneously at <http://www.business4wv.com>. Please note there is a one-time fee of \$130.00.

Attachment L
ADDENDUM ACKNOWLEDGMENT FORM
SOLICITATION NO. ARFP PEI240000002

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

AUTHORIZED SIGNATURE	
COMPANY	DATE

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document proce