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## General Information

## Contact

## Default Values

## Discount

## Document Information

## Clarification Request

Procurement Folder: 772719

Procurement Type: Central Contract - Fixed Amt

Vendor ID: VS0000019955

Legal Name: LINEA SOLUTIONS INC

Alias/DBA:

Total Bid: \$521,960.00

Response Date: 10/06/2020

Response Time: 12:24

Responded By User ID: lineaadmin

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Last Name: Hodgson

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Phone: 573-344-8691

SO Doc Code: CRFQ

SO Dept: 0225

SO Doc ID: PEI2100000003

Published Date: 9/22/20

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Solicitation Description: IT CONSULTANT FOR RFP  
CREATION, ISSUANCE, &

Total of Header Attachments: 6

Total of All Attachments: 6



Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Solicitation Response

**Proc Folder:** 772719  
**Solicitation Description:** IT CONSULTANT FOR RFP CREATION, ISSUANCE, & AWARD  
**Proc Type:** Central Contract - Fixed Amt

Solicitation Closes	Solicitation Response	Version
2020-10-06 13:30	SR 0225 ESR10062000000002831	1

**VENDOR**  
VS0000019955  
LINEA SOLUTIONS INC

**Solicitation Number:** CRFQ 0225 PEI2100000003  
**Total Bid:** 521960  
**Response Date:** 2020-10-06  
**Response Time:** 12:24:47  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
Melissa Pettrey  
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**Vendor**  
**Signature X** **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Information technology consultation services				521960.00

Comm Code	Manufacturer	Specification	Model #
80101507			

**Commodity Line Comments:** All bid response documents included as attachments.

**Extended Description:**

Information technology consultation services





## WEST VIRGINIA PUBLIC EMPLOYEES INSURANCE AGENCY

RFQ FOR IT CONSULTANT FOR RFP CREATION, ISSUANCE, & AWARD  
CRFQ 0225 PEI2000000003

LINEA SOLUTIONS TECHNICAL RESPONSE | OCTOBER 6, 2020

### **LINEA**SOLUTIONS

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October 6, 2020

Melissa Pettrey, Senior Buyer  
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Ms. Pettrey:

On behalf of Linea Solutions, we appreciate the opportunity to present our response to the West Virginia Public Employees Insurance Agency (PEIA) request for quotation for an IT Consultant for RFP Creation, Issuance, & Award.

Linea Solutions is a management and IT consulting firm that specializes in Strategic Planning, IT Assessments, Procurements, Project Management Oversight of Technology Implementation, Business Process Improvement, and Organizational Change Management *specifically for* benefit, insurance, and pension funds. We have provided these types of services to nearly 70 similar organizations since the company's founding in 1999. Our specialty is with large, complex public sector organizations. We have over 60 consultants and our staff's combined experience includes over 100 agencies. We have the full capability to meet all the requirements of your RFQ and are excited for the opportunity to present our response.

### Understanding of the Project

PEIA has completed an initial organizational assessment and has determined to move forward with the procurement and implementation of a benefit administration system (BAS). PEIA has provided a robust set of expectations for both the new system and the work to be performed by the BAS implementation vendor. This project includes all procurement services from requirements gathering through system selection and includes 6 months of implementation services to support the PEIA implementation and guide the selected BAS vendor.

For system **procurement**, Linea work activity is estimated to be roughly 8 months, and will include the following:

- **Project Initiation (1 month)** – This includes the development of a project charter and the refinement of the project plan. Additionally, during this phase Linea consultants will work with PEIA stakeholders to confirm scope and approach



with any remaining critical decisions or questions that have arisen since completion of the Needs Assessment

- **Requirements (2 months)** – Linea will review documentation and hold work sessions with PEIA staff and managers to gather requirements for the new system. Requirements documentation will include future state workflows, unique business rules, and the definition of both functional and technical requirements.
- **RFP Writing (1 month)** – This is the actual creation of the RFP. The RFP will be compiled from the requirements documentation activity and includes project management, minimum qualifications, additional procurement requirements, contract terms and other provisions.
- **Procurement (2.5 months)** - Linea will manage vendor responses, answer vendor questions, provide tools for PEIA to assess and score responses, and will guide the oral presentation and demonstrations process.
- **Finalist Discovery and Confidential Discussions (0.5 months)** – This is a special phase of the procurement where PEIA will become even better acquainted with the top two finalists. This phase will provide a deeper understanding of the vendor, solution, and proposed members through interacting with the finalist and proposed team. This will include having the finalists simulate work sessions (a requirements confirmation session, for example) to make sure the proposed finalist team and process is a good fit for PEIA’s culture and expectations. Finally, this phase will give PEIA the opportunity to experience “hands-on” walkthroughs of the finalist system. The hands-on experience will provide PEIA with a much more tangible understanding of the qualities of the system they are selecting, than that which is achieved through only a single oral interview/demonstration.
- **Best and Final Offer, Vendor Selection, and Contract Negotiations (1 month)** - Linea will assist in requesting Best and Final Offers (BAFO) and will provide guidance through contract negotiations with the selected vendor.

Regarding **implementation support services**, Linea provides a complete array of implementation support work activities from implementation launch through go-live and post-production support. We anticipate a project of this scale to require roughly 24 months to implement. Below are typical activities and what Linea is proposing to support PEIA during implementation. As the implementation progresses, our consultants will shift focus to appropriate support topics, providing PEIA guidance and expertise throughout the project.

Anticipated implementation activities that Linea will support PEIA include:

- Project Oversight and Management (to be coordinated with PEIA Project Manager)



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- Risk Management
- System Design Confirmation (working with PEIA and the selected vendor)
- Test Planning and Test Execution Oversight
- Organizational Change Management

### Why We Believe Linea is the Most Qualified to Assist PEIA

We believe we are the most qualified to provide the requested services to PEIA for the following reasons:

1. **Understanding PEIA Needs:** Linea, and specifically the team proposed for this project, have previous experience working with PEIA on an Organizational Needs Assessment. We have a working knowledge of PEIA's environment, processes, people, and future vision, which will allow us to enter this project at full speed and will inform the quality of our requirements gathering work.
2. **Procurement Experts:** Linea has provided assistance with benefits administration system procurements to over 40 clients in the last two decades, and many of those clients are within the last three years.
3. **BAS Market and Vendor Knowledge:** In addition to recently completing several BAS procurements for organizations similar to PEIA, we thoroughly understand the vendor and solution landscape. We know the language and level of detail they will require from an RFP. We have worked directly with these vendors and products, and that knowledge is applicable to procuring a best-fit solution for PEIA.
4. **Experience with State Group Insurance Funds:** We have worked with and provide similar services to many large, public sector agencies that administer insurance and employee benefits. This is our specialty. Some of our large public sector clients support only state group insurance programs, like the Hawaii Employer-Union Health Benefits Trust Fund. Whereas other Linea clients administer both state group insurance programs and state-wide pension programs, like the South Carolina Public Employee Benefit Authority and the State of Alaska Department of Retirement and Benefits. With over a dozen clients that administer large public sector insurance programs, Linea is a leader in the kind of work PEIA is requesting.
5. **A Strong Team of Industry Experts:** We are proposing a team of industry experts. Linea team members have significant experience working on public employee insurance system implementations with over 100,000 members. Proposed team members have worked on all phases of insurance system modernization projects, from initial feasibility study through post-implementation support. Finally, our team members have worked with each other on previous Linea projects, they work well together, and can enter a project at full speed.



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We believe these factors will enable Linea to deliver a successful and efficient project to PEIA.

This proposal is valid for 120 days. I am authorized to sign all documentation regarding this bid.

Sincerely,

  
Akio Tagawa,  
President and CEO, Linea Solutions  
t /// 310.261.1333  
e/// [atagawa@lineasolutions.com](mailto:atagawa@lineasolutions.com)



# LINEA QUALIFICATIONS

## Experience

3.1 Experience: Vendor, or Vendor's supervisory staff assigned to this project, must have experience as detailed below. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award. Attachments D & E are provided for Vendors to provide reference and reference in formation.

Linea Solutions meets all minimum qualifications for this proposal and has completed Exhibit C as part of this proposal. Items 3.1.1 through 3.1.3 have been restated and responded to below.

## Implementation Experience

3.1.1 Must have a minimum of three (3) years' experience related to information technology (IT) concept design, development, implementation, administration, and proven improvements to IT solutions in complex business environments.

**Linea meets the minimum requirement of 3 years' experience related to IT solutions in a complex business environment.**

Linea Solutions is a specialized IT consulting firm with a focus in only a few industry areas including public sector insurance, workers' compensation, and retirement. We have been engaged by nearly 70 benefit and retirement systems since the company's founding in January 1999. We have over 60 consultants and our staff's combined experience includes over 100 benefit plans.

As a strategy, Linea has hired senior technical staff, most with prior public benefit or insurance system experience. This was done so that we could provide an all-encompassing resource strategy to address the challenges of public sector consulting and support the implementation of benefit organization IT solutions. Today, these consultants enable Linea to address a full array of IT services supporting the implementation of benefit administration solutions.

In 2018, Linea Solutions formed a sister company, Linea Secure, to address the growing security needs of organizations in our industry. We use the National Institute of Standards and Technology (NIST) standards as the foundation for our risk assessments



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and cybersecurity maintenance program. As part of this service, we also perform a number of security tests to ensure the confidentiality, integrity, and availability of benefit fund eco-systems.

Linea provides a full range of IT consulting for benefit organizations. Many of our projects fall within the realm of IT strategy and assessments, requirements definition of new system functionality, procurement support, and client support/expertise required during development and implementation of new solutions. Though not a full listing of our services, below are examples of some of the services which Linea provides:

- Develop functional, technical, and operational requirements
- Provide project management and planning services by defining the work breakdown structures, identifying the project deliverable, estimating work effort, planning resources, and creating an integrated master schedule to manage dependencies and critical path activities.
- Oversee project implementation by executing project control processes and dashboards to track issues & risks, schedule resources, and to oversee client decision making & governance processes.
- Oversee the design process, acting as an extension of the client subject matter experts. Linea provides best practice advice for IT area planning and implementations. This includes business best practices, industry/product knowledge, design methods, and providing guidance on how current technology will impact and enhance operations.
- Oversee and sometimes perform system testing and user testing activities. We write test scenarios and test scripts, train client testers and execute test scenarios. Many of our clients ask us to manage the entire testing process from end-to-end.
- Analyze current systems data and “sources of truth” for data conversion and data interface activities. We also provide business analysts to define and analyze data conversion integration requirements, testing integration, and data anomalies.
- Provide outreach and training to internal and external parties such as client staff, participating employers, insurance providers, and TPAs that are impacted by the technology change which is being implemented.





## Experience with Insurance Entities

3.1.2. Must have a minimum of three (3) years consulting experience with insurance benefits administration systems with a minimum of 50,000 covered lives and must demonstrate experience in the development of complex benefits information technology Request for Proposals (RFP), the evaluation and scoring of proposals, and selected system implementation.

**Linea meets the minimum qualification of 3 years consulting experience with insurance benefits administration systems with a minimum of 50,000 covered lives.**

Linea's clients include all types of insurance organizations at the municipal, county and state level as well as labor union-based benefit and insurance programs. Table 1 lists 9 of our insurance clients with greater than 50,000 covered lives that Linea has been providing services to, including the development and management of the procurement process for a new BAS system. It is this diverse experience across so many clients that qualifies Linea to bring a market perspective that is comprehensive of the challenges, expectations, and opportunities which PEIA faces.

**Table 1 Large Insurance Clients**

Client
Alaska Department of Retirement and Benefits
South Carolina Public Employee Benefit Authority
Hawaii Employer-Union Health Benefits Trust Fund
International Association of Machinists Benefit Trust Fund
Washington State Department of Labor and Industries (L&I)
Arkansas Public Employees Retirement System
Contra Costa County Employees' Retirement Association
Orange County Employees Retirement System
University of California Retirement Plan

## Client Story - Benefit Administration System Procurement

Alaska Division of Retirement and Benefits (DRB) embarked on a multi-year project to procure and implement new technologies to modernize its benefit administration system (BAS), consolidate its decentralized business processes and systems, and improve the customer experience. DRB selected Linea to provide leadership, methodology and industry expertise to support the procurement of a new BAS solution to ensure that the project would achieve DRB's strategic goals and objectives and provide the best solution to the organization.

The project began with an operational assessment of DRB's current BAS and operations processes, during which Linea found an organization challenged by aging and



unsupported technology that forced the use of various manual workarounds and paper-based processes. Although they were a mature organization with well-established work processes, DRB was working with paper files and microfiche and an ecosystem of poorly integrated data and functions that created incomplete participant records and resulted in significant reconciliation of benefit administration transactions.

Linea helped DRB to fully document their business rules and translate them into a comprehensive set of system requirements that would address their needs for flexibility and automation in a new BAS. Linea then worked with DRB to develop an RFP for the new BAS and orchestrated the vendor selection process from RFP release through contract negotiations. Care was taken to offer vendors ample opportunity to understand the complex system requirements and needs of DRB's through facilitation of a bidder's conference, interviews of key proposed vendor personnel and solution demonstrations. The outcome of the procurement resulted in DRB selecting a vendor will could provide a single consolidated BAS. The solution will support DRB's future state business operations and create an integrated solution that will also meet DRB's goal of enhancing the customer experience for its plan participants.

## Client Story – Building Death Process Requirements

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The processes surrounding the death of a benefit recipient are quite complex and will affect multiple business areas. Partnering with Linea to improve business processes and define requirements across their entire operation, Sacramento County Employees' Retirement System (SCERS) found they were not the exception to this rule.

Linea's initial information gathering sessions established common terminology and defined the roles involved in SCERS' death process. This method allowed for big picture objectives to be articulated at the beginning, helped set boundaries for the process, and ensured all stakeholders were engaged and in agreement before diving into detailed rules and requirements. Having that clarity up front minimized the risk that our sessions would be bogged down by miscommunication and allowed Linea's team to focus on eliciting constructive input from SCERS subject matter experts who may have otherwise remained quiet (despite considerable process knowledge) to the detriment of the project.

By fostering this type of collaborative environment, we transformed general goals into specific sets of requirements ensuring SCERS' future processes contain their desired functionality, including for example, balancing accounts payable and accounts receivable to cases involving court ordered judgements. The death process contains many disparate parts that were integrated into a coherent As-Is mapped process while business rules, process improvements, and detailed requirements were used to create a future-state workflow. Linea's experience with industry best practices for these complex issues was available, but SCERS' unique needs were always considered.



These sessions were bookended with communication regarding upcoming agendas and topics, stakeholder action items, any input received from subject matter experts out of session, and document changes or drafted feedback. Each version of a draft working paper or deliverable was tightly managed to prevent the duplication of work and finalized process documents received the approval of all necessary parties. Informal communication is a critical part of the process as well and was in constant use guiding subject matter experts through complex issues, gauging levels of engagement, and supporting constructive input.

## Relevant Project Experience

3.1.3 Vendor must have performed at least three (3) relevant projects with a minimum of 50,000 covered lives of a similar scope and nature completed within the last thirty-six (36) months.

Linea meets the minimum requirement of providing procurement services to 3 similar clients in the last 36 months.

Linea has a robust set of services to address the business, organizational, and IT challenges of public insurance plans. We have been providing most of these services since the company's founding in 1999. These services can be tied to large project implementations, but also are used in support of assessments of day-to-day operations. Table 2 lists Linea's services by category. Services we have proposed for PEIA are highlighted in gray.

Table 2 Linea Services

Implementation Services				Operational Services	
Procurement	Implementation Oversight	Client Side Services	Change Management	I.T. Advisory Services	Business Support
<ul style="list-style-type: none"><li>• Current &amp; Future State Analysis</li><li>• System Requirements</li><li>• RFP Writing</li><li>• Vendor Selection</li><li>• Contract Negotiation</li></ul>	<ul style="list-style-type: none"><li>• Oversight Project Management</li><li>• Project Management</li><li>• Risk Management</li><li>• Resource Management</li><li>• Vendor Management</li><li>• Data Analysis</li><li>• Data Conversion Management</li></ul>	<ul style="list-style-type: none"><li>• Design Confirmation</li><li>• Testing</li><li>• External System Integration</li><li>• Training Support</li><li>• New Process and Procedure Definition</li></ul>	<ul style="list-style-type: none"><li>• Organizational Readiness</li><li>• Employer Readiness</li><li>• Staff Engagement</li><li>• Technical Readiness</li><li>• Business Process Improvement</li><li>• Best Practices Consulting</li></ul>	<ul style="list-style-type: none"><li>• Self Service</li><li>• Mobile Apps</li><li>• Straight Through Processing</li><li>• Campaign Management</li><li>• Data Security</li><li>• Cybersecurity</li><li>• Customer Relationship Management</li></ul>	<ul style="list-style-type: none"><li>• Strategic Planning</li><li>• IT &amp; Business Assessment<ul style="list-style-type: none"><li>◦ Resource Analysis</li><li>◦ Budget Analysis</li><li>◦ Solution Options Analysis</li><li>◦ Security Analysis</li></ul></li><li>• Benchmarking</li><li>• Analytics</li><li>• Industry Research</li></ul>



## Similar Procurement and Implementation Support Experience

Table 3 lists Linea's experience performing procurement, implementation support, and similar relevant services. Note that the number in the top of each column is a count of the number of clients where we have performed each service.

Table 3 Relevant Experience

Client	Procurement	Requirements	RFP Writing	Vendor Selection	Contract Negotiation	Implementation Oversight	Risk Management	Design Confirmation	Testing	Change Management
Total	41	37	28	26	28	36	42	23	28	39
Hawaii Employer-Union Health Benefits Trust Fund	•	•	•	•	•					
Alaska Department of Retirement and Benefits	•	•	•	•	•	•	•	•	•	•
South Carolina Public Employee Benefit Authority	•	•	•	•						
International Association of Machinists Benefit Trust Fund	•	•	•	•	•	•	•	•	•	•
International Association of Machinists National Pension Fund	•	•	•	•	•	•	•	•	•	•
Washington State Department of Labor & Industries	•	•	•	•	•	•	•	•	•	•
University of California Retirement Plan	•	•	•	•	•	•	•	•	•	•
Arkansas Public Employees Retirement System	•	•	•	•	•	•	•	•	•	•
Orange County Employees Retirement System	•	•	•	•	•	•	•	•	•	•
Fresno County Employees' Retirement Association	•	•	•	•	•	•	•	•	•	•
Imperial County Employees' Retirement System	•	•	•	•	•	•	•	•	•	•
Los Angeles City Employees' Retirement System	•	•	•	•	•	•	•	•	•	•
Marin County Employees' Retirement Association	•	•	•	•	•	•	•	•	•	•
Mendocino County Employees' Retirement Association	•	•	•	•	•	•	•	•	•	•
Public Employees Retirement Association of New Mexico	•	•	•	•	•	•	•	•	•	•
Seattle City Employees' Retirement System	•	•	•	•	•	•	•	•	•	•
Alameda County Employees' Retirement Association					•	•	•	•	•	•
Alberta Teachers' Retirement Fund	•					•				•
British Columbia Pension Corporation		•						•		
California Public Employees' Retirement System	•	•		•						
California State Teachers' Retirement System							•			•
Cook County Pension Fund	•	•	•	•			•			
District of Columbia Retirement Board	•	•	•				•			•
Ed. Employees' Supplementary Retirement System of Fairfax County										•
Teachers' Retirement System of the State of Illinois	•	•								
International Union of Painters and Allied Trades Ind. Pension Fund		•			•	•	•	•	•	•
International Union of Painters and Allied Trades Gen Sec/Treas. Offc.										•
Kern County Employees' Retirement Association		•			•	•	•	•	•	•
Manitoba Teachers' Retirement Allowances Fund	•									



Client	Procurement	Requirements	RFP Writing	Vendor Selection	Contract Negotiation	Implementation Oversight	Risk Management	Design Confirmation	Testing	Change Management
Massachusetts State Retirement Board					•	•	•	•	•	•
Merced County Employees' Retirement Association	•			•	•	•	•	•	•	•
Public Schools & Ed. Employee Retirement Systems of Missouri	•			•						
Missouri State Employees' Retirement System	•	•	•	•	•	•	•			•
Motion Picture Industry Pension & Health Plans	•	•		•	•	•	•			•
New York City Employees' Retirement System						•	•			
New York City Police Pension Fund						•	•	•	•	•
Ohio Police & Fire Pension Fund	•	•	•	•	•		•			
Ontario Municipal Employees Retirement System										•
Ontario Pension Board		•								•
Ontario Retirement Pension Plan	•	•	•	•	•		•			
Oregon Public Employees Retirement System						•	•			
Pennsylvania Municipal Retirement System						•	•		•	
Provident 10	•									
Sacramento County Employees' Retirement System	•	•	•	•		•	•		•	•
San Bernardino County Employees' Retirement Association						•	•			•
San Diego City Employees' Retirement System	•	•	•	•	•	•	•		•	•
San Diego County Employees Retirement Association	•	•	•	•	•	•	•	•	•	•
Sonoma County Employees' Retirement Association	•	•	•	•	•					
Stanislaus County Employees' Retirement Association	•	•	•	•	•	•	•	•	•	•
Steamfitters' Industry Fund Office					•					
City of Tampa - Fire & Police Pension	•	•	•							
City of Tampa - General Employees' Retirement Fund	•	•	•			•	•		•	•
Texas County & District Retirement System	•	•	•	•	•	•	•	•	•	•
United Church of Canada	•	•				•	•		•	•
Ventura County Employees' Retirement Association	•	•	•	•	•	•	•	•	•	•



## Other Qualifications

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### Vendor Independence

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3.2.1 The Bidder should be completely independent from, and not have any affiliation, partnership, or agreement with any vendors recommended per their review.

---

Linea has no affiliations, partnerships, or agreements with any vendors eligible for providing systems or solutions for PEIA.

### Ineligibility

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3.2.2 The Vendor will be ineligible to submit a bid for the contract of any of the IT or software services arising from this RFP.

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Linea understands that we will not be eligible for IT or software services arising from this RFP.

### Conflicts of Interest

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3.2.3 The Vendor must disclose any potential conflicts of interest when submitting a quotation to this Solicitation.

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Linea has no relationships with any parties that would represent a conflict of interest for the work being requested.

### Financial Interest

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3.2.4 The Vendor is not permitted to have any financial interest in solutions from this solicitation.

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Linea has no financial interest in solutions from this solicitation.



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## Business Associate Agreement

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3.2.5 PEIA is a Covered Entity as defined by 45 CFR 160.103. The Bidder, in performing an Administrative function on behalf of the Covered Entity, would be considered a Business Associate as defined by 45 CFR 160.103, 164.502(e), 164.504(e), and 164.532(d) and (e) of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and, as such would be required to sign the West Virginia Executive Branch Business Associate Agreement, Attachment A, with corresponding Appendix A..

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Linea understands as a Bidder it is also considered a Business Associate as defined by 45 CFR 160.103, 164.502(e), 164.504(e), and 164.532(d) and (e) of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will completed Appendix A for the West Virginia Executive Branch Business Associate Agreement as requested should Linea become the successful bidder.



## CLIENT REFERENCES (RFQ ATTACHMENT D)

The Bidder must provide three (3) references from previous customers that have utilized the Bidder to consult on a similar scope.

PEIA has included reference sheets in as attachment D to be completed by the respondent. Linea has provided three references below. While we have adjusted the formatting to fit our bid, these references contain all the same information requested from the Attachment D sheets included in the CRFQ.

### South Carolina Public Employee Benefit Authority (PEBA)

Company Name	South Carolina Public Employee Benefit Authority (PEBA)
Company Address	202 Arbor Lake Drive, Columbia, SC 29223
Contact Person Name	Ms. Lisa Phipps
Title	Operational Research & Development Director
Phone	(803) 737-6800
Email	LPhipps@peba.sc.gov
Reference Project Summary	<p>The South Carolina Public Employee Benefit Authority (PEBA) was created July 1, 2012, by the South Carolina General Assembly as part of Act No. 278. PEBA is a state agency responsible for the administration and management of the state's employee insurance programs and retirement systems. PEBA has approximately 552,000 members and a market asset value of nearly 30 billion dollars. PEBA administers five defined benefit plans, one defined contribution plan, and one deferred compensation program.</p> <p>Linea Solutions has supported PEBA from a business process improvement and operational system assessment project several years ago through the current procurement phase to secure a new BAS platform and long-term implementation vendor partner. Like PEIA, PEBA has requested support from requirements through BAS vendor contracting and is also planning on Linea's support during implementation of the new system and operational processes.</p>
Reference Project Dates	Current project: 2014 – present
Personnel Assigned	Steve Deininger, Lon Tiggelaar, Dana Schappert





## Hawaii Employer-Union Health Benefits Trust Fund (EUTF)

Company Name	Hawaii Employer-Union Health Benefits Trust Fund (EUTF)
Company Address	201 Merchant Street, Suite 1700, Honolulu, HI 96813
Contact Person Name	Donna Tonaki
Title	Assistant Administrator
Phone	808-586-1690
Email	donna.a.tonaki@hawaii.gov
Reference Project Summary	Linea was hired by EUTF to define requirements (functional, technical, and other requirements) and procure a new BAS implementation vendor and system. The scope of the EUTF system is similar in size and scope to that being requested by PEIA. This included planning, requirements development, RFP writing, vendor management/selection and contracting for a new BAS system.
Reference Project Start Dates	March 2019 – March 2020
Personnel Assigned	Steve Deininger, Dana Schappert, Lon Tiggelaar

## Alaska Department of Retirement and Benefits (DRB)

Company Name	Alaska Department of Retirement and Benefits (DRB)
Company Address	333 Willoughby Ave, Ste 801, Juneau, AK 99801
Contact Person Name	Ajay Desai
Title	Division Director, Retirement and Benefits
Phone	907-465-4471
Email	ajay.desai@alaska.gov
Reference Project Summary	<p>Linea was hired by the State of Alaska to perform a system assessment, options analysis, requirements gathering, procurement, and implementation support for Alaska's DRB's new benefits administration systems. Linea has completed the RFP, vendor selection, and contracting activities and is currently at the beginning phases of implementation.</p> <p>In addition to the BAS procurement, Alaska DRB requested Linea to support additional RFP creation, procurement, and vendor selection process activity for a new provider of their HSA, FSA, Direct Bill, and COBRA benefits.</p>
Reference Project Dates	January 2019 – Current
Personnel Assigned	Steve Deininger, Dana Schappert, Lon Tiggelaar



# CONSULTANT RÉSUMÉS (RFQ ATTACHMENT E)

The Bidder must provide the resumes of employees that will be assigned to this project by completing Attachment E.

Linea has assembled an excellent team for this project. Steve Deininger will be heading up the project. He will be the project manager and has a deep background in project management, benefit systems and technology procurement and implementation. He will be working with Dana Schappert, who will bring her insurance and benefit experience and knowledge of PEIA and PEIA peer organizations to the project. Steve and Dana have prior experience performing requirements definition, procurement, and implementation support services to several state benefits organizations (most recently Alaska, Hawaii, and South Carolina). Steve and Dana will be assisted by Thomas Wilken, who has deep experience working in the benefits industry and who has assisted with multiple recent procurement and system implementations. Jason Kezwer will be defining technical and security requirements and confirming the implementation adheres to technical and security standards of the state. Jason has performed this role on other similar Linea projects. Finally, Lon Tiggelaar will be providing client support as the Account Executive to ensure overall quality of the deliverables and client satisfaction. Overall, the team proposed has an average of over 15 years of experience in business analysis, project management, and the benefits industry.

Our team organization is shown in Figure 1.

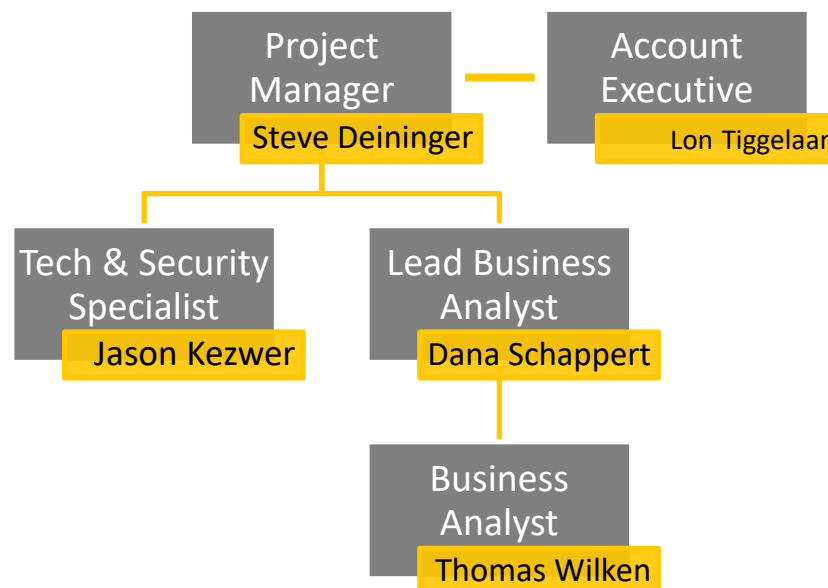


Figure 1 Project Team



## Why is this Team the Right Choice?

This team is an ideal fit for PEIA for the following reasons:

- **Our team members have worked together previously.** Steve, Dana, and Lon have all worked together on multiple, similar projects, including previous work at PEIA. Jason and Thomas have worked together as well. This creates a level of synergy and efficiency to the proposed team.
- **Our team understands PEIA's unique needs and goals.** Because this team is comprised of members that assisted PEIA with the Organizational Assessment, they enter the project with a thorough knowledge of PEIA goals, strategy, and desired outcome.
- **Our team has specialized implementation knowledge and access to Linea's robust resources.** This initiative will require team members to be experts across many disciplines of work (requirements definition, industry best practices, procurement, project management, risk management, organizational change readiness, security, testing, and industry knowledge). Our team covers these disciplines well, and they have access to Linea's deep pool of knowledge experts to assist PEIA with all the challenges faced during the project.

Table 4 lists our team's years of relevant types of experience.

**Table 4 Team Years of Experience**

Employee	Project Role	Benefits Industry	Project Mgmt.	Business Analysis
Average		18.6	16.5	16.1
Steve Deininger	Project Manager	37.5	37.5	34.3
Dana Schappert	Project Lead / Business Analyst	10.3	5.3	6.3
Jason Kezwer	Technical & Security Analyst	6.9	4.4	4.4
Thomas Wilken	Business Analyst	8.5	5.5	1.5
Lon Tiggelaar	Account Executive	29.9	29.9	33.8

Below are resumes for the proposed Linea team. While we have altered the formatting slightly to match our response, the resumes include all requested information from Attachment E.



## Stephen Deininger Project Manager

Stephen has over thirty years' experience providing people, process, and technology subject matter expertise in the support of Benefits Administration, Defined Benefit and Defined Contribution pensions, Health & Welfare plans, and actuarial systems. Stephen has worked with over thirty-five clients in the areas of administration system implementation and service delivery effectiveness/transformation across the complete lifecycle from strategic assessment to post go-live business support.



Stephen primarily works as a Senior Business/Technical Analyst with administration assessment/enhancement/transformation projects. Specific areas of professional expertise include Pension Calculation & Processing, Member & Employer Self-service, Service Delivery Effectiveness/Transformation, Data Analysis and Analytics.

Prior to joining Linea Solutions, Inc., Stephen worked on numerous Defined Benefit, Defined Contribution, Health & Welfare and Retiree Payroll projects across a range of industries and geographies including twenty-five years with the consulting firm Towers Perrin (now Willis Towers Watson) where he was a Principal in the firm's Defined Benefit and Health & Welfare Administration Practice.

### Education & Certifications

- Wesleyan University, BA in Econometrics
- Certified Scrum Product Owner (CSPO)
- Certified Scrum@Scale Practitioner
- Certified Business Intelligence Professional (Business Analytics) (CBIP-BA)
- Certified Business Process Management Professional (BPMP)

### Project Experience at Linea Solutions

Client	Years	Project	Role
South Carolina Public Employee Benefits Authority (SC PEBA)	05/2020 - current	System Modernization	<b>Principal Consultant.</b> Providing Subject Matter Expertise to the New System RFP Evaluation Panel.
Ohio Police & Fire Pension Fund	03/2020 - current	Strategic Assessment and New System Procurement	<b>Principal Consultant/Project Manager/Technical Analyst.</b> Supporting a multi-year program to replace/upgrade a legacy Defined Benefit system. Assisting with requirements, procurement, and data & technical architecture. Legacy system is Vitech V3.



Client	Years	Project	Role
International Union of Painters and Allied Trades Office of the General Secretary Treasurer (IUPAT-GST)	06/2018 – current	Strategic Assessment, Enterprise IT Roadmap & New System Replacement	<b>Principal Consultant.</b> Provided a strategic assessment of key union-wide systems including Union Membership, the Industry Pension Fund (IPF), the Finishing Trades Institute (FTI), Collective Bargaining Agreements, and Union Organizing. Reviewed existing systems, materials, and interviewed key stakeholders. Worked with the Union executives and leadership to develop recommendations for the Union President, IPF and FTI Boards to consider. Assessment areas included Enterprise IT Governance structure, Enterprise data model/data reporting, Self-Service/Mobile App member/employer/affiliate user experience, and Enterprise IT Risk Management. Current supporting a new system procurement.
Illinois State University Retirement System [IL SURS]	01/2020 – 06/2020	Strategic Assessment and New System Procurement	<b>Technical Analyst.</b> Supporting a multi-year program to replace a legacy Defined Benefit system. Assisting with current system audit/assessment, and data & technical requirements. Legacy system is a custom-built COBOL and Db2 application.
West Virginia Public Employees Insurance Agency [WV PEIA]	01/2020 – 06/2020	Strategic Assessment	<b>Principal Consultant/Project Manager/Technical Analyst.</b> Providing project management and technical expertise in support of a strategic assessment of the legacy group insurance and ancillary systems used by the agency. Legacy system is a custom-built COBOL and Db2 application.
Missouri State Employee Retirement System (MOSERS)	04/2019 – 06/2020	System Modernization	<b>Principal Consultant/Project Manager/BI Analyst.</b> Providing project management support and vendor oversight in support of a multi-year program to replace legacy Defined Benefit and ancillary systems. Assisting with project governance, project management office and project communications, including an executive & board level project dashboard.
Hawaii Employer-Union Health Benefits Trust Fund (HI EUTF)	06/2019 – 12/2019	System Modernization	<b>Principal Consultant/Technical Analyst.</b> Supporting a multi-year program to replace legacy Health & Welfare system. Assisting with requirements, procurement, and data & technical architecture.
Alaska Division of Retirement and Benefits (AK DRB)	04/2019 – 06/2019	System Modernization	<b>Principal Consultant/Technical Analyst.</b> Supporting a multi-year program to replace legacy Defined Benefit, Defined Contribution and Health & Welfare system. Assisting with requirements, procurement, and data & technical architecture.
South Carolina Public Employee Benefits Authority (SC PEBA)	10/2017 – 03/2019	System Modernization	<b>Principal Consultant/Technical Analyst.</b> Supporting a multi-year program to replace legacy Defined Benefit and Health & Welfare systems. Assisting with requirements, procurement, vendor oversight and data & technical architecture. Project includes an RFQ, RFP and finalist Proof of Concept.



Client	Years	Project	Role
			Additionally, working with PEBA leadership and the SC Department of Technology Operations to incorporate a government cloud hosting solution as part of the new BAS.
British Columbia Pensions Corporation (BCPC)	11/2018 – 01/2019	System Modernization	<b>Principal Consultant.</b> Providing Business Process Architectural design and guidance in support of a multi-year program to replace legacy Defined Benefit and Welfare systems with a custom framework-based solution. Assisting with business process categorization, architectural standards, and overall program roadmap.
International Association of Machinists and Aerospace Workers National Benefit Trust Fund (IAM-BTF)	06/2018 – 12/2019	Strategic Assessment and Project Stabilization	<b>Principal Consultant/Project Manager/Technical Analyst.</b> Provided a strategic assessment of the fund office's ongoing conversion to a new H&W administration system. Reviewed existing systems, materials, and interviewed key stakeholders. Worked with the fund office executives and leadership to develop recommendations for the IAM-BTF Board to consider. Additionally, provided feedback on regulatory compliance, staff training, and business process effectiveness where further analysis may be appropriate.
International Union of Painters and Allied Trades Industry Pension Fund (IUPAT-IPF)	01/2016 – 09/2017	V3 Enhancement	<b>Principal Consultant/Project Manager.</b> Provided Business Process Improvement services in the areas of Employer Remittance/Employer Self Service, New Employer on-boarding/training, Member Call Center, Pension Processing, Regulatory Compliance, Reciprocal Service, Actuarial Reporting, Collective Bargaining Agreements, and Employer Delinquency. Additionally, assisted with the implementation of a data analysis/BI program. Specific analytical areas included Employer Remittance Channel analysis, Member Contact Channel analysis, Member Call Center Service Levels and Workforce analysis & scheduling, and historical and predictive modeling of Reciprocal Service & Reciprocal Service liability.
IUPAT-GST	03/2016 – 10/2016	No Hit List	<b>Principal Consultant.</b> Merged and analyzed Union Membership and IPF work history data to identify non-dues paying active members and to predict future "hot spots" that would warrant closer monitoring by local business managers. Lead to significant recoup of lost revenue.
IUPAT-IPF	09/2014 – 12/2015	V3 Stabilization	<b>Principal Consultant/Project Manager.</b> Supported a multi-year program of Vitech V3 enhancements/defect correction, data clean-up, system rationalization, vendor oversight, training, and business process improvement.
IUPAT-IPF	01/2014 – 08/2014	Gap Analysis	<b>Business Analyst/Technical Analyst.</b> Documented current state and desired future state. Identified,



Client	Years	Project	Role
			scoped, and prioritized a backlog of system, data, process, and training gaps. Prepared a Stabilization plan.
Financial Services firm	2013	Divestiture of Defined Benefit Outsourcing Business	<b>Project Manager.</b> Developed a project plan to divest a Total Retirement Services providers' Defined Benefit client base to a new third-party administrator in a co-sourced delivery model. Project plan include both the integration of the two firms as well as the detailed migration of the individual client plans.
Healthcare system	2011 – 2013	PAS Implementation	<b>Principal Consultant/Project Manager/Business Analyst/Technical Analyst.</b> Assisted a healthcare client implement the Oracle/PeopleSoft Pension Administration module. Assignment included Project Management, Vendor oversight, Business Process Improvement, design and documentation, Integration with in-house HRIS, in-house HR Shared Service Center, trustee & disability carrier systems and 403(b) service providers, Data clean-up/conversion, Member Self-Service, User Acceptance Testing, Custom queries, reports & metrics, Training and Post Production Support.
Specialty Chemical Manufacturer Cement company Media company	2000's	SAP Benefits Implementation	<b>Project Manager/Business Analyst.</b> Assisted clients with implementing the Health & Welfare SAP Benefits module. Assignments included Project Management, Business Process modeling, design and documentation, Standardization of policy & procedures, Employee Self-Service, Open Enrollment and User Acceptance Testing.
Financial Service firm	2000's	GLBA Compliance	<b>Project Manager/Business Analyst.</b> Assisted a financial services client attend Gramm-Leach-Bliley compliance for their pension administration function. Areas covered included security, data privacy and disaster recovery.
Government Agency	2000's	Self-Service Tune-up	<b>Business Analyst/Technical Analyst.</b> Reviewed existing member contact channels and recommended improvements
HRO Services Provider	2000's	Integrated Service Delivery Model	<b>Project Manager/Business Analyst/Technical Analyst.</b> Developed a project plan, process/workflow, and technical integration plan to integrate Defined Benefit, Defined Contribution, Health & Welfare and HRO service delivery.
<ul style="list-style-type: none"> <li>• Mining company</li> <li>• Hospitality Provider</li> <li>• Airline</li> <li>• Financial Services firm</li> <li>• Telecommunications provider</li> </ul>	1990's 2000's	BAS Implementation	<b>Project Manager/Business Analyst/Technical Analyst.</b> On boarded clients for a Total Retirement/Health & Welfare Services provider. Assignments included Project Management, Business Process modeling, design and documentation, Standardization of policy &





Client	Years	Project	Role
<ul style="list-style-type: none"><li>• Government Agency</li><li>• Financial Services firm</li><li>• Manufacturer – Healthcare products</li><li>• Government Agency</li><li>• Manufacturer – Paper Products</li><li>• Manufacturer – Healthcare products</li><li>• Financial Services firm</li><li>• Manufacturer – Paper Products</li><li>• Financial Service firm</li><li>• Defense Contractor</li><li>• Airline</li><li>• Financial Services firm</li></ul>			procedures, Integration with client HRIS, Client Call Center/Shared Service Center, trustee and Defined Contribution providers, Employee Self-Service, User Acceptance Testing and Postproduction Support.
<ul style="list-style-type: none"><li>• Regional Bank</li><li>• University</li><li>• Healthcare system</li><li>• Media Company</li><li>• University</li><li>• Regional Bank</li><li>• University</li><li>• Restaurant Chain</li><li>• University</li><li>• Retail Chain</li><li>• University</li><li>• Research Lab</li><li>• Healthcare system</li><li>• Hospitality</li><li>• University</li></ul>	1980's	DB/DC Calculators	<b>Project Manager/Business Analyst/Technical Analyst/Programmer.</b> Designed, developed, and implemented custom Defined Benefit and Defined Contribution administrative applications. Assignments included Project Management, requirements definition, application design & programming, data clean-up/conversion, User Acceptance Testing, Training and Postproduction Support. Worked with clients to determine requirements definition, business case development, solution design and process redesign.





## Dana Schappert Business Analyst

Dana is an insurance consultant and business analyst. She has 10 years' industry experience that includes supporting leadership and stakeholders to improve business processes in multiple insurance organizations including carriers, policyholders, and insurance providers. Dana has led both requirements gathering and implementation phases of organizations' business transformation and modernization initiatives. As a certified PROSCI Change Practitioner, she has deep experience educating clients on technical and business processes in support of change management and operational readiness. She has consulted with over 250 clients on administration of insurance benefits in both the public and private sector.



### Certifications / Professional Emphasis

- Master of Business Administration, Temple University
- Bachelor of Arts in Economics, Saint Joseph's University
- Licensed Insurance Professional by the state of Pennsylvania
- PROSCI Certified Organizational Change Management Practitioner

### Project Experience

Client	Years	Project	Role
West Virginia Public Employees Insurance Agency (PEIA)	2020	Insurance Benefits Needs Assessment - Health and Welfare Insurance	<b>Business Analyst.</b> Facilitate workshops to define business objectives, functional and technical goals, and new system priorities. Evaluate and document business processes to identify and analyze current risks and gaps between business needs and current system capabilities. Conduct industry research to confirm marketplace solutions. Assess solutions that stabilize and optimize their benefit administration systems and business operations.
Ohio Police & Fire Pension Fund (OP&F)	2020	Benefits and Pension Process Design and Requirements	<b>Business Analyst.</b> Create project charter to confirm and communicate project scope and project governance. Identify risks and assess gaps in current business operations and provide solutions to reduce and resolve current issues. Analyze and map business processes to industry optimization opportunities. Develop business functional requirements and create bidder documents for procurement.



Client	Years	Project	Role
Alaska Division of Retirement and Benefits (AK DRB)	2019- 2020	Benefit and Insurance System Modernization  Insurance Outsourcing Requirements and Procurement	<b>Business Analyst.</b> Facilitate workshops to define and analyze current and future state business processes. Evaluate business rules and stakeholder needs to establish and refine system requirements. Develop RFP for procurement of vendor services. Facilitate bidder conference to create fair environment for respondents and provide guidance and support throughout vendor selection.
Hawaii Employer- Union Health Benefits Trust Fund (EUTF)	2019	Insurance Administration System Modernization	<b>Business Analyst/Project Manager.</b> Analyze and map business processes to identify opportunities for optimization of the client's insurance administration system. Develop and validate business functional requirements to determine new system specifications. Evaluate vendors and identify their compatibility with business requirements and goals. Monitor project scope, schedule, and report on project progress.
University of California Retirement Plan (UCRP)	2018- 2019	Pension Administration System Modernization	<b>Business Analyst.</b> Review business rules and requirements to build training materials. Facilitate change management planning and activities. Document legacy system reporting requirements for translation into new system. Evaluate vendor documentation of system functional areas to determine effectiveness of the communications for end users. Establish internal and external business procedures in support of go-live and post-production support.
International Association of Machinists and Aerospace Workers (IAMBTf)	2018- 2019	Risk Assessment of Health and Welfare Benefit System  New Health and Welfare System Procurement	<b>Business Analyst.</b> Analyze risks of the client's legacy health and welfare administration system to determine system viability. Evaluate and document business processes and functional requirements to identify gaps between business function and new system needs. Create RFP for new benefits administration system. Develop proposal evaluation tools to analyze RFP responses and support client with vendor selection.
South Carolina Public Employee Benefit Authority (PEBA)	2018	Pension and Insurance Administration System Modernization	<b>Business Analyst.</b> Facilitate meetings with client to understand business needs and priorities. Define business and functional requirements to determine new system requirements. Create user stories to define the future state business processes.



Client	Years	Project	Role
Creative Benefits, Inc. (TPA)	2016 – 2018	Ancillary Department Reorganization Initiative	<b>Business Analyst / Project Manager.</b> Led and restructured division during company reorganization. Oversaw 8 direct reports for ancillary benefits, redesigned team's business processes. Performed operational analysis for enterprise initiatives in support of reorganization.
		Electronic Payment Enablement for COBRA Department	Led cross-functional project team to assess business requirements from different divisions, create process improvements, and implement changes in COBRA department. Created process maps and redesign procedures to establish division best practices. Collaborated with senior leadership and internal stakeholders to execute new business processes that expand technology utilization, designed communication structure and increased data accessibility.
		Account Management Data Integrity and Consolidation Initiative	Defined roles and responsibilities within division, conducted individual skills assessments and establish career development plans for each team member.
		Other various projects	Managed new business implementation processes and provided consulting services related to employee benefit benchmarking, employee benefit strategy, and benefit administration including life, disability, and paid family leave to increase client satisfaction.  Realigned two software programs and trained end users on new functional procedures. Reconstructed enterprise recruitment and onboarding practices and coached Human Resource leadership on adaptation of new process. Consulted with key accounts and educated senior leadership on employee benefits including Life, Accident, Disability, Worksite and Long-Term Care coverages to provide benefit portfolios that satisfied clients' financial and insurance goals.
Cigna Healthcare	2013 – 2016	Voluntary Benefits Support and Procedures Creation Initiative  Department Shared Resource Development for Medical Underwriting	<b>Business Analyst / Underwriter.</b> Served as project lead and subject matter expert on interdepartmental projects and directed early career training program. Developed business strategies and established business processes that facilitated the successful rollout of new insurance products as underwriting lead for voluntary employee benefits project team. Directed and trained interdepartmental medical underwriting project team in data collection and analysis of over 6,000 insurance applications. Analyzed risk and managed profit and loss for over 300 clients
Cigna Healthcare	2010 – 2013		<b>Underwriter.</b> Performed quantitative analysis of employee group and voluntary benefits. Negotiated with sales and third-party business partners on employee benefits pricing. Balanced portfolio of 350 lines of current business including life, disability and accident coverages and processed new business requests. Presented continuing education courses to insurance producers.



## Jason Kezwer

### Senior Technical & Security Analyst

Jason is an Associate of the Society of Actuaries with a strong background in data analysis, modelling and software development. From his initial role as an actuarial developer to his current roles performing business, technical and cybersecurity analysis, he has gained deep working experience with all aspects of Benefits administration system (BAS) design including the integration of back-end databases, interfaces, and applications.



Recently he has worked as a technical and cybersecurity analyst performing requirements gathering for the Alberta Teachers' Retirement Fund (ATRF) pension administration modernization project. He also completed an operational assessment for the Colleges of Applied Arts and Technology Pension Plan (CAAT) as well as an employer services assessment for the British Columbia Pension Corporation (BCPC). In addition, Jason has performed cybersecurity assessments for the San Bernardino County Employees' Retirement Association (SBCERA) and the Ohio Police and Fire Pension Fund (OPF). These projects involved assessing the current and future-desired technical state of the PAS and applying multiple security control standards and best practices to protect them.

Prior to this, Jason served as an implementation lead for the modernization of the University of California Retirement Plan (UCRP) PAS. Jason worked on multiple aspects of the UCRP PAS life cycle from design through testing and helped support successful releases of the Line of Business system as well as the Member Web Portal. Jason's background as an astrophysicist, in which he developed various statistical models for describing systems ranging from dark matter haloes to galactic stellar populations, provides a unique complement to the consulting work he performs today.

#### Education

- Associate of the Society of Actuaries
- University of Victoria, Victoria, British Columbia, M.Sc. Astronomy and Astrophysics
- Queen's University, Kingston, Ontario, B.Sc. Honors Physics

#### Technical Skills

- VBA, Java, Python, Fortran, C, C++, PL/SQL
- HTML, CSS
- Power BI, Tableau
- SQL Server, SQL Developer, MySQL, Oracle Forms and Database
- XML and JSON



## Project Experience

Client	Years	Project	Role
Alberta Teachers' Retirement Fund (ATRF)	Present	Pension System Modernization	<b>Senior Technical Analyst.</b> Performed technical requirements gathering. Ran multiple sessions with IT team and documented requirements for pension solution modernization project.
British Columbia Pension Corporation (BCPC)	2020	Employer Operations Assessment	<b>Senior Business Analyst.</b> Completed assessment of employer services including current state analysis. Applied best practices to recommend an employer services target operating model.
Colleges of Applied Arts and Technology Pension Plan (CAAT)	2020	Partnership Feasibility Assessment	<b>Senior Business Analyst.</b> Completed assessment to determine feasibility of third-party administration integration. Analyzed current state of processes and technology to recommend a partnership target operating model.
Ohio Police and Fire Pension Fund (OPF)	2020	Pension Administration System Procurement	<b>Senior Technical Analyst.</b> Provided support for cybersecurity requirements gathering including interviews with IT personnel and documentation of System Security Plan.
San Bernardino County Employees' Retirement Association (SBCERA)	2020	Pension Administration System Assessment	<b>Senior Technical Analyst.</b> Provided support for cybersecurity system assessment including interviews with IT personnel and development of Cybersecurity Operational Needs Assessment document.
University of California Retirement Plan (UCRP)	2016 – 2020	Pension Administration System Implementation	<b>Implementation Lead.</b> Provided support in all aspects of the software implementation life cycle including design, testing, implementation, and maintenance. Designed and executed test suites for User Acceptance Testing. Integrated actuarial model into PAS. Oversaw successful launch and multiple releases of Member/Employer Web Portal. Performed data analysis services including writing database queries, creating custom-designed reconciliation workbooks, and performing business intelligence with data visualizations.
International Association of Machinists and Aerospace Workers (IAM)	2016	Pension Administration System Procurement	<b>Business Analyst.</b> Provided business analysis, research, and documentation for current-state analysis and requirements gathering for PAS procurement project.



Client	Years	Project	Role
Actuarial research & development for Canadian pension funds	2015 – 2016	Pension System Actuarial Analysis	<b>Actuarial Analyst / Application Developer.</b> Developed actuarial calculations in Java. Wrote calculations, designed calculations, oversaw development, and guided developers. This required business analysis, data model and algorithm work. Produced test suites for the developers to ensure the actuarial integrity of the calculations.
Royal Canadian Mounted Police pension fund (RCMP)	2014 - 2016	Pension System Actuarial Analysis	<b>Actuarial Analysis.</b> Worked on reconciling actuarial present value calculations with the client for a project that was live and in maintenance. This involved establishing a dialog with the client as well as debugging the actuarial calculation itself and delivering fixes in a timely manner.
Canadian Forces pension fund, Canadian Forces Superannuation Act (CFSA)	2013 - 2016	Pension System Actuarial Analysis and Engine Development	<b>Actuarial Analyst / Application Developer.</b> Developed and thoroughly tested service and salary calculations in PL/SQL including service rollup, earnings, and highest average salary calculations, which were vital to the pension calculation. Supported these packages, working with internal QA and client to address and fix defects as necessary and expand upon functionality when required. Performed programming work on the pension engine written in C language.





## Thomas Wilken Business Analyst

Since entering the benefits administration industry in 2012, Thomas has thrived at serving clients, building relationships, managing projects, and providing critical pension, benefits, and 401(k) analysis. In previous roles, Thomas introduced processes and solutions that resulted in tremendous improvements in key business metrics for his clients. He is extremely driven and thrives in identifying areas of opportunity and implementing changes. Thomas is an active member in the American Society of Pension Professionals & Actuaries and was elected to the Greater Twin Cities ASPPA Benefits Council Board of Directors in 2019.



### Education

- Bachelor of Business Administration, University of Wisconsin – Eau Claire
- Certified Pension Consultant (CPC)
- Qualified Pension Administrator (QPA)
- Qualified 401(k) Administrator (QKA)
- Passed ASPPA's:
  - DC-1: Defined Contribution Administrative Issues - Basic Concepts Exam
  - DC-2: Defined Contribution Administrative Issues - Compliance Issues Exam
  - DC-3: Defined Contribution Administrative Issues - Advanced Topics Exam
  - DB: Basics of Defined Benefit Plans Exam, & the Certified Pension Consultant Exam

### Project Experience

Client	Years	Role	Responsibilities
State Universities Retirement System of Illinois (SURS)	2020 – Current	Business Analyst	<ul style="list-style-type: none"><li>• Wrote system requirements which included analyzing and understanding current processes along with current issues with a future vision mindset.</li><li>• Ran &amp; facilitated sessions covering current processes &amp; requirements to assist in writing the requirements for a new system factoring in “wish lists” items &amp; opportunities for improvement.</li></ul>
Sacramento County Employees’ Retirement System (SCERS)	2019 – 2020	Business Analyst	<ul style="list-style-type: none"><li>• Put together training documents for the first implemented phase of a new pension system which included tutorial videos on each process, Visio flow charts which summarized each step of the process, &amp; detailed step-by-step guides explaining in-depth what steps needed to be taken in each process.</li><li>• Tested “to be” future processes in pension system to come up with strategies to help client with decision</li></ul>



Client	Years	Role	Responsibilities
			<p>making, updates they will need to make to their current processes, and overall readiness for future phases.</p> <ul style="list-style-type: none"><li>• Participated in &amp; ran change management and process improvement meetings and communicated best practice advice along with proposing different options for client to help cut down on bottlenecks &amp; improve their processes.</li><li>• Day-to-day primary Linea contact on post-implementation production issues. I would test and try to replicate reported problems, work with client's IT department to open tickets back to vendor, and communicate progress, decisions, and workarounds back to client.</li><li>• Assisted with UAT preparation.</li><li>• Wrote system requirements which included analyzing and understanding current processes along with current issues with a future vision mindset.</li><li>• Worked with client daily on design confirmation, business process analysis, test management and execution, operational readiness, and employer integration.</li></ul>
Milliman	2015 – 2019	Compliance Analyst / Compliance Consultant	<ul style="list-style-type: none"><li>• Prepared nondiscrimination testing. Examples include 401(k)/(m) ADP/ACP, coverage, average benefits, &amp; top-heavy testing</li><li>• Calculated employer allocations/cross-testing</li><li>• Reconciled plan assets and compiled data that was reported to the DOL on Form 5500 and acted as main contact for the client and auditors during the entire audit process</li><li>• Headed annual RMD process, which cycled through 3 different phases during the year to ensure all required participants received their calculated distribution</li><li>• Worked with Relationship Managers &amp; Plan Managers to explain complex compliance issues to clients</li></ul>
Wells Fargo Institutional Retirement & Trust	2014 – 2015	Sponsor Services Analyst	<ul style="list-style-type: none"><li>• Performed annual compliance testing on defined contribution retirement plans to ensure plans complied with federal regulations</li><li>• Analyzed legal documents, amendments, contribution data, and took appropriate action to complete accurate testing</li><li>• Calculated employer allocations based on specific plan setup and presented situational allocations to plans that had a discretionary formula</li><li>• Processed complex fund/asset liquidations, financial adjustments, QDRO's, beneficiary splits, refunds, forfeiture allocations, and other operational plan requests</li><li>• Mentored new hires and trained them on all operational angles</li><li>• Recipient of the "Best Shot Award" which recognizes employees with superior customer service</li></ul>





Client	Years	Role	Responsibilities
Great-West Financial	2012-2014	Plan Technical Support Representative	<ul style="list-style-type: none"><li>• Developed and maintained valuable relationships by assisting sponsors of 401k plans in submitting company deferral contributions electronically</li><li>• Presented proposals to company leaders to introduce changes that would result in a more streamlined customer experience</li><li>• Teamed with account managers and implementation analysts to ensure accuracy of user interfaces</li><li>• Identified new opportunities to exceed client needs and created solutions to improve flawed processes and procedures</li><li>• Worked closely with payroll providers &amp; vendors to help create file mappings</li><li>• General website support assistance (website navigation, validations, census, fiduciary records, etc.)</li></ul>



## Lon Tiggelaar Account Executive

Lon has performed as a project director, project manager, and implementation leader for multiple public benefit and insurance initiatives, with a focus and expertise in health benefits, pension, and workers' compensation programs. Lon has managed system planning and business process improvement projects, requirements and procurement initiatives, and all phases of benefit administration system implementation projects. Lon has over 20 years of experience working on public retirement and health benefits/insurance projects. Lon has been in a leadership role for over a dozen state-wide benefit administration system projects supporting wide-spanning programs including defined benefit/defined contribution pension, health benefits, and employee/supplemental insurance. Lon's clients have been statewide public retirement and benefit systems, as well as multiemployer union plans. Lon is a former Board Member and Trustee of the Sioux Falls City Employee's Retirement System and is a member of the Project Management Institute (PMI).



### Education

- South Dakota State University, Commercial Economic and Computer Science (minor) with Highest Honor

### Project Experience

Client	Years	Project	Role
Workers' Compensation Board of Saskatchewan	2020 (current)	Workers' Compensation – Strategic Planning	<b>Account Executive.</b> Advises on industry best practices and key aspects of ongoing organizational modernization effort in the development People, Process, and Technology assessments, projects/initiatives, and the development of resource estimates, phasing, cost development, and solution strategy.
West Virginia Public Employees Insurance Agency (PEIA)	2020	Insurance Benefits Needs Assessment - Health and Welfare Insurance	<b>Account Executive.</b> Advised on industry best practices and key aspects of an organizational needs assessment. Responsible for ongoing customer satisfaction. Provided overall administrative and contract support.
Hawaii Employer-Union Health Benefits Trust Fund	2019	Benefit Administration Procurement	<b>Account Executive, Project Advisor.</b> Provided industry best practice and administration system vendor/product expertise. Responsible for ongoing customer satisfaction. Provided overall administrative and contract support.



Client	Years	Project	Role
State of Alaska Department of Retirement and Benefits	2019 - current	Benefit Administration System Modernization	<b>Account Executive, Project Advisor.</b> Provided industry best practice and administration system vendor/product expertise. Responsible for ongoing customer satisfaction. Provided overall administrative and contract support.
Washington State Labor and Industries (Workers' Compensation)	2017 – current	Insurance Requirements Definition and Procurement Support	<b>Account Executive, Project Advisor.</b> Provided industry best practice and administration system vendor/product expertise. Responsible for ongoing customer satisfaction. Provided overall administrative and contract support.
South Carolina Public Employee Benefit Authority	2017- current	Health Care, Insurance, and Pension Requirements Definition and Procurement Support	<b>Account Executive, Project Advisor.</b> Provided industry best practice and administration system vendor/product expertise. Responsible for ongoing customer satisfaction. Provided overall administrative and contract support.
South Carolina Public Employee Benefit Authority	2015 - 2016	Operational Assessment and Feasibility Study	<b>Project Director.</b> Managed an insurance and pension benefit program operational assessment. Reviewed and documented current operations, as well as designed future-state business processes, system architecture, and the client's organization. Led the As-Is and To-Be process design activities, while integrating industry best practices. Created a feasibility study, new admin system project roadmap and integrated project plan.
Sioux Falls City Employee's Retirement System	2014 - 2018	Board Member and Trustee	<b>Board Member, Trustee.</b> Provided advice, fiduciary oversight, and strategic direction on the Fund's pension and health benefit plans.
International Union of Painters and Allied Trades Pension Fund	2014 - 2015	Core Administration System Planning, Enhancement, and Business Transformation Project	<b>Project Director.</b> Managed strategy, planning, and implementation of a multi-faceted pension business transformation project. Created a project roadmap and integrated project plan, guided the pension implementation vendor enhancements, and managed client user acceptance testing.
Green Capital, LLC	2007 - 2014	Private Equity Investment Due Diligence and Project Implementation	<b>Development Director, Project Manager.</b> Led technology product & project due diligence analysis activities, negotiated and managed partner & implementation vendor contracts, oversaw onsite technical project deployment, and managed client & partner relationships.



Client	Years	Project	Role
Ohio STRS Ohio PERS Nebraska PERS Indiana PERF Michigan ORB Milwaukee ERS Oregon PERS Indiana TRF Maryland SRA Nevada PERS ERS Rhode Island	2000 - 2007	Public Retirement and Benefit Program Leadership	<b>Practice Leader, Project Director, Advisor.</b> Managed and was responsible for project team execution across multiple statewide public retirement system implementation projects. Oversaw strategy, project execution, contracts, partnerships, and client satisfaction on these multi-million-dollar projects. Project scope included system planning and requirements analysis through system implementation and postproduction support. The focus of each project varied and included technical architecture selection & implementation, web-based administration system implementation, data conversion & data exchange with external partners, and integration of third-party software. Many of these projects required the coordination and management of remote and sometimes offshore resources.
California Public Employees Retirement System (CalPERS)	1997 - 2000	Health Benefit and Insurance Enrollment and Eligibility System	<b>Project Director.</b> Managed the requirements, design, and implementation of a 10+ million-dollar health benefits and insurance enrollment and eligibility system for California public employees, retirees, and dependents. Responsible for all phases and activities of this multi-year system development project. The project required significant integration and data exchange with existing CalPERS' internal systems, external healthcare partners, and other state agency systems.
Ohio State Teachers Retirement System	1990 - 1996	Public Retirement and Retiree Health Benefit System	<b>Project Director, Project Manager.</b> Managed the requirements, design, and implementation phases of a Pension Administration and Retiree Health Benefit system. Responsible for the development and delivery of all functional requirements, data conversion, user acceptance testing support, and post-implementation production support. Led project resources that included consultants, retirement system staff, and minority vendor staff.
Mutual of Omaha Insurance Company	1984 - 1990	Insurance System Implementation	<b>Team Leader, Application Developer.</b> Led and programmed new system applications focused on insurance product profitability, actuarial, and corporate accounting systems.



## LINEA APPROACH & METHODOLOGY

PEIA desires all bids to be structured in a manner that allows for the discernment of all key steps involving a major system implementation.

Linea is proposing two groups of work activity in support PEIA requirements. The two groups of work are: Requirements Definition/Procurement and Implementation Support. The first component will drive out BAS needs with the eventual selection of an implementation vendor and new BAS platform. The second phase will encompass support services that will be provided to PEIA as the solution is implemented.

### Requirements Definition / Procurement

The three phases of this work activity are shown in Figure 2. Each phase will be defined in detail, after defining the overall project timeline.

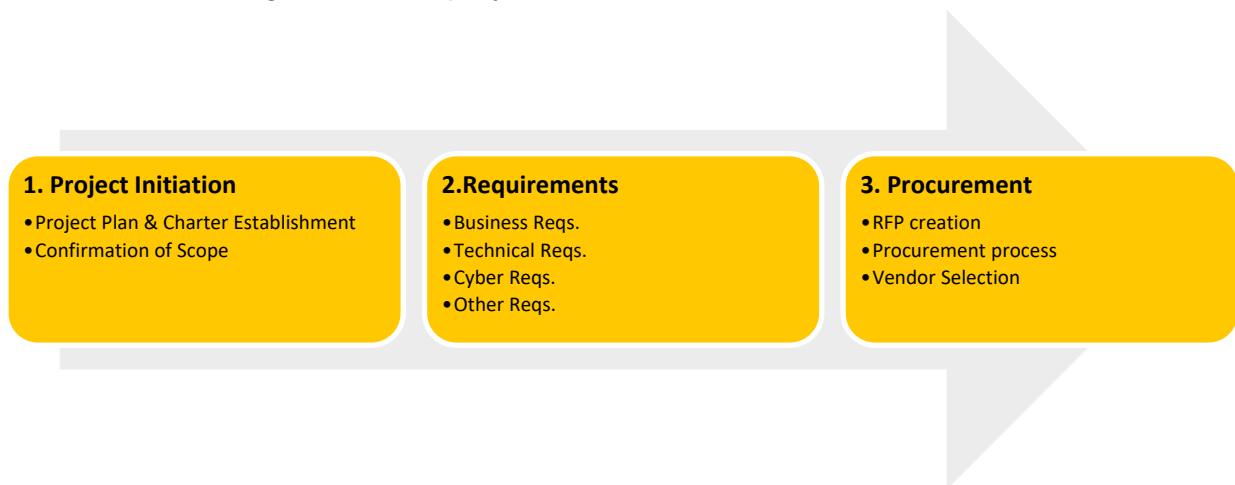


Figure 2 Requirements/Procurement Phases

### Requirements/Procurement Project Plan

Table 5 is an estimated timeline and project plan for the Requirements Definition/Procurement work activity, including task durations and resource assignments by task. The plan defines a timeframe of 8 months, starting December 1 and ending in July of 2021. This initial plan will be the starting point of the project and will be confirmed with PEIA during Project Initiation.



Table 5 Requirements/Procurement Project Plan

Task Name	Start	Finish	Steve (PM)	Dana (BA)	Thomas (BA)	Jason (Tech)
<b>PEIA BAS Procurement</b>	<b>12/1/20</b>	<b>7/30/21</b>				
<b>Project Initiation</b>	<b>12/1/20</b>	<b>12/21/20</b>				
<b>Refine key project artifacts</b>	<b>12/1/20</b>	<b>12/4/20</b>				
Confirm Steering Committee	12/1/20	12/1/20	•	•		
Confirm Project Sponsor	12/1/20	12/1/20	•	•		
Confirm reporting structure	12/1/20	12/1/20	•	•		
Confirm communications plan	12/1/20	12/1/20	•	•		
Confirm resource plan	12/1/20	12/2/20	•	•		
Confirm reporting templates	12/2/20	12/3/20	•	•		
Establish & refine project success metrics & measurement	12/3/20	12/4/20	•	•		
Meet with Steering & Finalize Project Charter	12/4/20	12/7/20	•	•		
Establish meeting schedule	12/7/20	12/8/20	•			
<b>Project Kick-Off</b>	<b>12/8/20</b>	<b>12/11/20</b>				
Work with Steering to identify team leads & resources	12/8/20	12/8/20	•	•	•	
Establish messaging / goals	12/8/20	12/9/20	•	•	•	
Develop presentations	12/9/20	12/10/20	•	•	•	
Hold Kick-Off with Project Team	12/10/20	12/10/20	•	•	•	•
Plan for all-staff kick-off	12/10/20	12/11/20	•	•	•	
Hold all-staff project kick-off	12/11/20	12/11/20	•	•	•	•
<b>Project Plan Refinement</b>	<b>12/11/20</b>	<b>12/18/20</b>				
Work with PEIA PM on master project plan template	12/11/20	12/16/20	•	•		
Confirm strategy: data conversion, training, OCM, testing, infrastructure	12/16/20	12/18/20	•			
<b>Risk / Issue Management</b>	<b>12/18/20</b>	<b>12/21/20</b>				
Develop risk register	12/18/20	12/18/20	•	•		
Develop issue register	12/18/20	12/18/20	•	•		
Establish change control process	12/18/20	12/21/20	•			
<b>Requirements</b>	<b>12/21/20</b>	<b>3/3/21</b>				
<b>Functional Requirements Gathering</b>	<b>12/21/20</b>	<b>2/18/21</b>				
Hold requirements work sessions	12/21/20	1/25/21		•	•	
Document requirements	1/25/21	2/1/21		•	•	
Develop Future State Recommendations	2/1/21	2/8/21		•	•	
Review, Revise, Publish	2/11/21	2/18/21		•	•	
<b>Technical &amp; Data Requirements Gathering</b>	<b>12/21/20</b>	<b>1/7/21</b>				
Hold requirements work sessions	12/21/20	12/29/20			•	•
Document requirements	12/29/20	12/31/20			•	•
Review, Revise, Publish	1/5/21	1/7/21			•	•
<b>Cybersecurity requirements</b>	<b>1/7/21</b>	<b>1/13/21</b>				
Document requirements	1/7/21	1/7/21			•	•
Review, Revise, Publish	1/12/21	1/13/21			•	•



Task Name	Start	Finish	Steve (PM)	Dana (BA)	Thomas (BA)	Jason (Tech)
<b>Other Requirements</b>	<b>2/18/21</b>	<b>3/3/21</b>				
Legal requirements	2/18/21	2/19/21	•	•	•	
Contract requirements	2/19/21	2/24/21	•	•	•	
All other requirements	2/24/21	2/25/21		•	•	
Review, Revise, Publish	3/2/21	3/3/21		•	•	
<b>Procurement</b>	<b>3/2/21</b>	<b>7/30/21</b>				
<b>RFP Writing</b>	<b>3/3/21</b>	<b>3/29/21</b>				
Develop inventory of sections	3/3/21	3/3/21		•	•	
Work with counsel on contract requirements	3/3/21	3/4/21	•	•		
Draft implementation section	3/4/21	3/5/21		•	•	
Draft Maintenance & Support template	3/5/21	3/5/21		•	•	
Draft cost template	3/5/21	3/8/21		•	•	
Draft data conversion section	3/8/21	3/9/21		•	•	
Draft other misc. sections	3/9/21	3/9/21		•	•	
Develop scoring criteria	3/9/21	3/10/21		•		
Compile complete draft	3/16/21	3/17/21		•		
Review with team & revise	3/17/21	3/23/21	•	•		
Publish RFP	3/29/21	3/29/21				
<b>Vendor Selection</b>	<b>3/23/21</b>	<b>7/30/21</b>				
Develop & document strategy and process	3/23/21	3/25/21	•	•		
Hold bidders conference	4/5/21	4/5/21		•		
Read & Respond to vendor questions	4/14/21	4/16/21		•		
Proposal review & scoring	5/14/21	5/25/21		•		•
Assist with evaluation and finalist decision	5/25/21	5/28/21	•	•		
Assist with demos/orals	6/1/21	6/8/21	•	•		
Downselect to final two vendors	6/8/21	6/9/21	•	•		
<b>Finalist Discovery &amp; Confidential Discussions</b>	<b>6/9/21</b>	<b>6/24/21</b>				
Simulated Project Activities	6/9/21	6/15/21	•	•		
In-Depth Discussions	6/15/21	6/18/21	•	•		
Solutions Walkthrough	6/18/21	6/24/21	•	•		
Conduct reference checks	6/24/21	6/25/21		•		
Request BAFO	6/25/21	6/28/21		•		
Assist with final award decision & document	6/28/21	6/30/21	•	•		
Attend in-person negotiation	7/5/21	7/7/21	•	•		
Review and comment on contract	7/5/21	7/8/21	•			
Complete contract negotiations	7/8/21	7/29/21	•	•		
Deliverable Complete: Procurement	7/29/21	7/30/21				



Per the project plan above, there is a significant amount of work to be performed. As we prepare for this activity, there are a few fundamental philosophies and approaches we consider, as work is defined and executed. Below are three philosophies that we will use in executing PEIA work activity:

### 1. Leverage Our Industry Toolset

Using our standard methodology as a starting point, Linea has tailored our requirements and procurement approach to meet PEIA specific needs. We have leveraged our team's knowledge of PEIA to bring forward an approach that will not only meet the needs as defined in the RFQ but incorporates PEIA specific rules and preferences. The approach, described below in the methodology section, will leverage a pre-existing industry toolset that includes:

- The most detailed set of base functional requirements in the industry
- An extensive set of technical questionnaires
- A full set of base data conversion requirements
- Base implementation and vendor resource response requirements
- An extensive library of Benefit Administration System software contracts
- Reference call scripts
- Evaluation workbooks with weighted scoring
- Change management and ADKAR methodologies
- Business Process Improvement (BPI) methods integrated into our requirements gathering process

Although we have an industry toolset described above, of significance, Linea consultants will write new and PEIA specific requirements during this phase. To do this properly requires experienced business analysis and insurance industry knowledge... and it requires appropriate time and effort.

### 2. Guide PEIA Through the Project

We do not have to live with the software being implemented -- our clients do. That means it is not enough for us to run a procurement and project for a client. We need to encourage a project management approach and environment that helps guide and train the client resources. PEIA needs to be properly equipped to continue managing the software and the vendor long after the software is implemented to meet ongoing needs as benefit rules change and further enhancements become necessary. Because we recognize these facts, our work style and culture lends itself to encouraging client training and ownership. Our clients appreciate our approach and the "on-the-job training."

### 3. PEIA Collaboration During Requirements

Linea is dedicated to ensuring that the PEIA staff and management are partners in the project. Although Linea provides leadership, the client is ultimately the owner of the





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system, and as such must be a key player in the process. We engage the client in several unique ways:

- We start by discussing and documenting our client's process and best practices future state in plain English—no consultant jargon.
- We then use the content of the work sessions to build the requirements table, ensuring that the client only reviews relevant requirements—not the hundreds that are irrelevant.
- The client then prioritizes the requirements with Linea so that everyone agrees on the most important requirements to communicate to the vendor.
- The outcome is that Linea and the client collaboratively create hundreds of requirements that are specific to the client's environment.

The benefits system staff must have a firm grasp of what they are requesting of the software vendor in order to be able to prioritize “must haves” versus “nice to haves” during the implementation. We have heard in too many other cases that the staff *is not even aware of what requirements are in the RFP*, because the client used a recycled list of generic requirements. By contrast, we provide a customized approach that both engages the client *and* produces a superior set of requirements.

Employing these philosophies, below is a complete description of each phase of Requirements/Procurement work activity envisioned for the project



## Phase 1: Project Initiation

Linea performs our initial planning and team establishment through the creation of a project charter. This Initiation phase is also when we establish client resourcing, lock

### 1. Project Initiation

### 2. Requirements

### 3. Procurement

down any scope or approach issues, and finalize the project plan and schedule. Usually, we also perform an operational needs assessment to cover all the key business and technical components necessary to plan for a large-scale modernization effort. However, since PEIA has already completed an initial needs study, our assessment during this phase will be limited to a **confirmation of project scope** and any follow-up based on key issues for which we may need additional information.

The Project Plan, Charter, and Scope Confirmation are described below.

## The Project Charter

The Project Charter is at the foundation of the project, as it brings together a baseline of key project attributes, such as the organizational and project goals and objectives, scope, resourcing, and expected deliverables. In developing the charter with PEIA, we will establish critical concepts such as project governance, the project organization chart, communications plan, change control and change methodology, and reporting frequency and format. A table of contents for a Linea Project Charter is presented in Figure 3.

Of importance, the project charter outlines the overall governance structure for the project. This is critical because projects of this type will encounter hundreds of decisions that need to be made over the project duration. These range from large-scale strategic decisions to detailed, tactical decisions that are tied to critical path activities. Agreement on governance and decision-making authority at different levels


		MOTION PICTURE INDUSTRY PENSION & HEALTH PLANS	MPT Region 06-23-2011
Project:			
Document: Project Charter			
<b>PROJECT CHARTER</b> .....1			
PAS Project Charter .....5			
1 Summary .....5			
2 Project Overview .....5			
2.1 Purpose, Scope, and Objective .....5			
2.1.1 Purpose .....5			
2.1.2 Scope .....6			
2.1.3 Objective .....8			
2.2 Assumptions, Constraints and Risks .....8			
2.2.1 Assumptions .....8			
2.2.2 Constraints .....9			
2.2.3 Risks .....9			
2.3 List of Project Deliverables .....11			
2.4 Schedule and Budget Summary .....12			
2.5 Evolution of the Plan .....12			
3 Project Organization .....12			
3.1 External Stakeholders .....12			
3.2 Internal Project Structure .....13			
3.3 Roles and Responsibilities .....13			
3.3.1 Project Work Activities .....13			
3.3.2 Project Teams .....14			
3.3.3 Governance and Decision Making Structure .....15			
3.4 Project Roster .....16			
4 Managerial Process Plans .....17			
4.1 Start-up Plan .....17			
4.2 Communications Plan .....17			
4.3 Change Management Plan .....18			
4.4 Schedule Control .....18			
4.5 Budget Control .....18			
4.6 Quality Control .....18			
4.7 Reporting .....20			
4.7.1 Project Status Report .....20			
4.7.2 Sub-Committee Report .....21			
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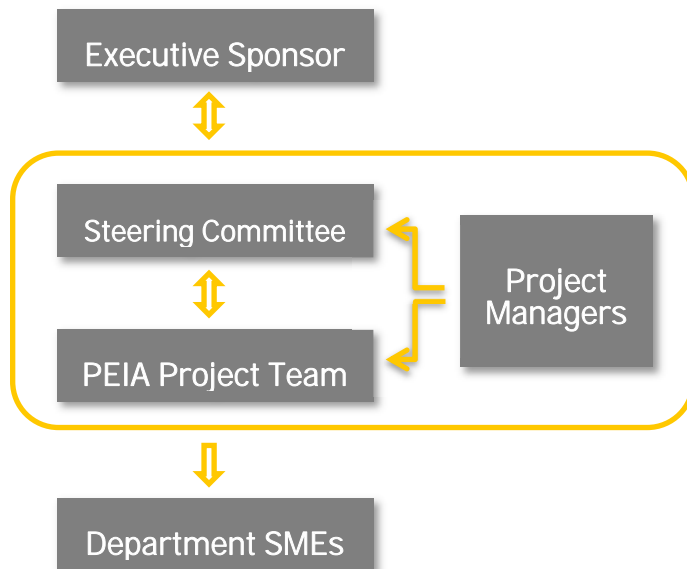
Figure 3 Table of Contents from Sample Project Charter Document



of the PEIA organization from the outset is critical for getting decisions made in a timely fashion. Enforcing the agreed-upon governance structure is also critical to the success of a project.

Within the charter, the communications plan establishes communication protocols across all affected stakeholders. One component of the project communication plan is the definition of the progress reporting structure and content. It describes what reports are prepared for which audience, at what time. The charter also ensures there is consensus on how all stakeholders see their roles on the project, their authority and control, and how the project will be evaluated and communicated.

The typical governance model is shown in Figure 4.



**Figure 4 Project Governance Structure**

Another key aspect of governance is project decision authority. Project decision authority is comprised of a chart that defines specific decision types and accompanying authorities. Linea's decision authority structure is very specific. Following its defined rules can save valuable time on both every-day and urgent decisions. Additionally, breaking down decisions by type, importance, and impact can avoid confusion where no one knows who is supposed to sign off, or where more than one person believes they are the decision-maker. An example of a simple decision authority chart is shown in Table 6. Also note that in a separate section of the project charter, we will identify (by name) who represents the roles in the right-hand column, to make the decision-making explicit.



**Table 6 Project Decision Authority Example**

Decision Class	Examples	Who is Authorized to Make Decision
Vendor Award	Final award approval	Executive Director
Procurement Process	Approval of the RFP Vendor down selection guidelines Finalist recommendations	Steering Committee
Future Vision	Future Vision Fund Office goals, objectives, and priorities Vendor Evaluation criteria	Steering Committee
Changes to Project Scope	Schedule, functionality and/or cost changes	Project Manager & Project Sponsor
Project Risks and Issues	Need for additional staff support, Change controls	Project Manager & Project Sponsor
Day-to-day Activities	Scheduling sessions Approval of project documents	Project Manager & Project Sponsor
Key Content	Business, technical, data and cybersecurity requirements Business rules System and process gaps	Core Project Team

Building the project charter defines and organizes key project and management processes. Linea, the Sponsor, and the Steering Committee will work through all these key set-up activities, including the communications planning, decision making process, reporting structure, reporting templates, and documentation of the project objectives and goals.

## Project Plan

The project plan represents the shared understanding between PEIA and Linea of the following:

- What tasks are needed for the project
- The duration of each task
- The approximate date the task will start and when it needs to finish
- Who is responsible for each task
- Which tasks depends on which preceding task

The project plan document is result of collaboration between stakeholders, as all parties will agree to a baseline plan during the Initiation Phase. Once the plan is agreed to, it implies that there is consensus among all stakeholders on resource assignments,



tasks, scope, duration, and schedule. Regular updates to the plan are required to ensure all sides understand what changes have been made to any of these variables.

The project plan is updated biweekly with percentage complete of each task and reviewed with the same frequency with the PEIA Project Sponsor. Since Linea's responsibility is to guide the project to a successful conclusion, we will work on any aspects of the plan that appear to be unrealistic or overly aggressive.

## Confirmation of Strategy and Scope

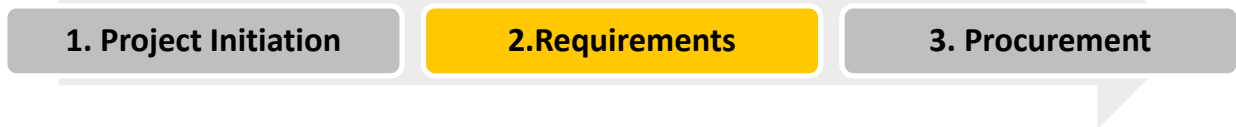
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The final, and most critical component of the initiation phase is the confirmation of the strategy and scope of the project. While PEIA has completed an initial assessment, it is important to use both that assessment as well as input from key stakeholders to further refine the focus of the work that will be done to develop the RFP. This includes a review of the underlying PEIA technical information and environment used in the initial assessment to see if any key items have changed or have been updated. The RFP is being written for a specific set of available vendors who are capable of providing PEIA with a solution. The more precise PEIA can be about solution expectations and expected project scope within the RFP, the better those vendors will be able to scope their responses.

This confirmation of strategy and scope step of the process would also include review of any issues that were raised but not completely addressed by the initial assessment. The goal during this step is to make as many critical decisions as possible to finalize the parameters of the desired solution. This will, in turn, guide the creation of an RFP and provide for better vendor responses that meet PEIA's needs.



## Phase 2: Requirements



Once Phase 1 is complete, Linea and PEIA will have a clear direction for the requirements and procurement phases. Linea's requirements gathering includes an initial planning step followed by an iterative six step cycle for key business process, as shown in Figure 5.

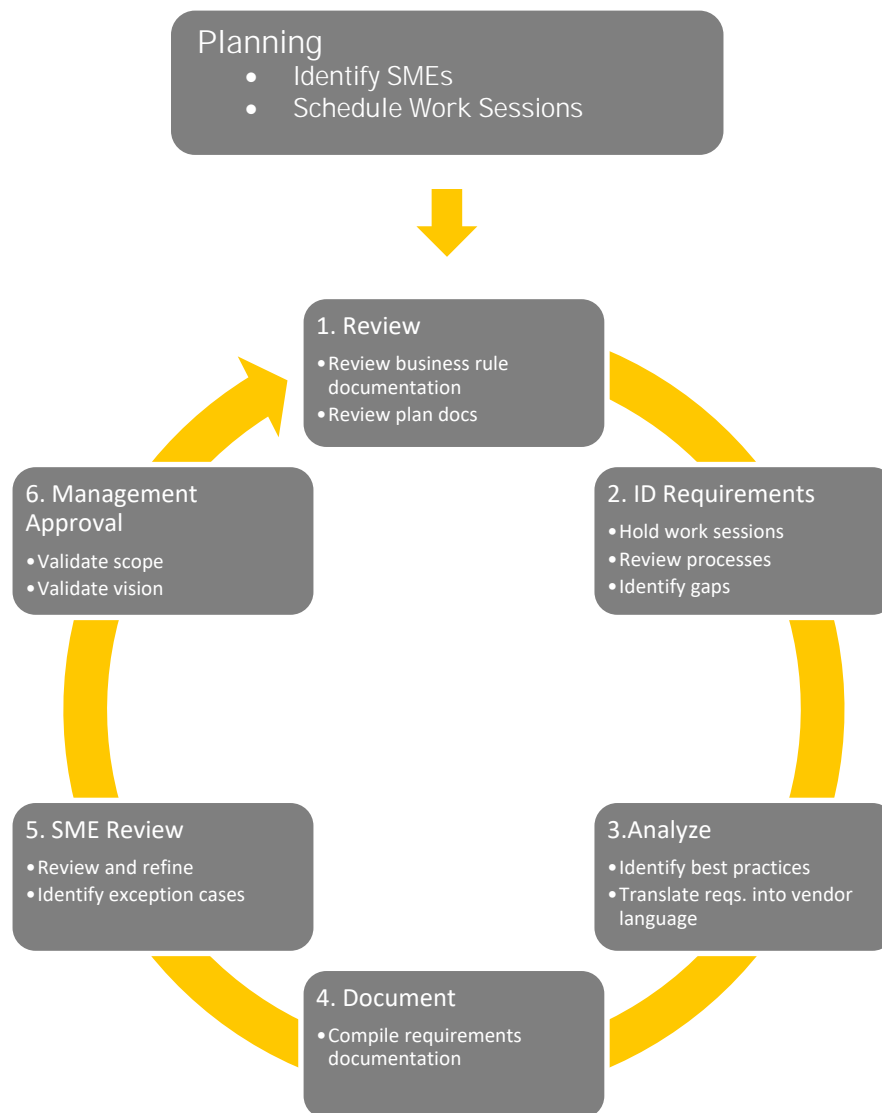


Figure 5 Requirements Gathering

We describe these steps in detail below.



## Planning the Work Sessions

In order to perform the requirements analysis, Linea consultants will work with management to confirm the processes that will comprise the centerpiece of the benefits administration system. PEIA will identify the SMEs for processes or technical areas, and we will propose a schedule of work sessions.

The following processes are some of the more typical insurance and benefit initiatives:

- Employer setup and maintenance
- Subscriber, survivor, and dependent eligibility
- Open enrollment
- Coverage options and plan maintenance
- Rate changes
- Premium administration
- Premium reconciliation
- Vendor/carrier payments
- Health TPA data exchange and claims audit
- Insurance trust fund accounting
- COBRA
- Medicare eligibility and processing
- CMS data sharing
- Retroactive coverage
- Customer Service

For each meeting, we will send a detailed agenda to staff in advance. Meeting attendees are asked to bring the documentation they use that is relevant to the process, and to be prepared to review the process workflow and business rules.

### Step 1: Review Existing Documentation

As we plan the work sessions, Linea analysts gather all existing legacy documentation and organize it by business process. We focus on the following documentation:

- Local and state statutes
- Administrative rules / documentation
- Process and procedure documentation
- Legal memos explaining benefits rules or cases
- Audit reports and findings

Linea analysts organize all relevant business rule documentation in advance of each work session. We review this documentation with the SMEs to ensure that we understand it and that the information is current.



## Step 2: Identify Requirements

The bulk of activity within this phase is the SME work sessions. The objectives of these meetings are as follows (in the approximate order covered):

- Agree on process scope
- Incorporate BAS solution attributes
- Incorporate industry best practices
- Review the written business rules and identify any that are known by staff but not documented
- Identify key risk points: Accuracy, legal compliance, security, inefficiency
- Identify all systems in use that support the current process, including Excel workbooks, Access databases, MS Word forms, Crystal Reports, as well as software systems.
- Confirm and prioritize process pain points
- Consider different methods of improvement: Compliance, time efficiency, productivity, accuracy, cost efficiency

We analyze requirements at five different levels, in increasing levels of detail. All five levels of detail are not needed for every requirement, but each must be considered. The levels are defined in Table 7, along with examples of each taken from a recent requirements gathering project. This process is unique to Linea because it takes a skilled and experienced business analyst to know which level is necessary for the final requirement that will be used for procuring a system; too high level a requirement will lead to potential change orders from the vendor in the future, and too detailed a requirement will unnecessarily prescribe and constrain a vendor. In looking at RFPs for benefit administration solutions, we have seen too many that limit their requirements to only a high-level definition (our Level 2 and at best our Level 3). However, in many cases, it is critical that a requirement or business rule be defined at a lower level of detail (either Level 4 or Level 5). The value our consultants bring is their ability to know the appropriate level for documenting a requirement.

Table 7 Requirements Hierarchy

Level	Requirement Category	Description	Example of requirement at each level	What is a potential requirement that can be extracted from the example?
1	Laws / Statutes / Codes	Legal requirements and compliance-level constraints	COBRA legally requires that group health plans sponsored by a policyholder with 20+ employees offer participants and their families the opportunity for temporary extension of health coverage.	The law mandates policyholders follow rules and regulations related to notifications, communications, and administration of the extended COBRA benefits. Practically speaking, this means the software must be able to send communications and notices and complete enrollments based on





				the defined timelines within the law.
2	<b>Policies</b>	The practical interpretation of these laws	Group health plans that qualify as cafeteria plans are subject to section 125 of the IRS code. This provides participants an opportunity to receive certain benefits on a pretax basis. Participants in a cafeteria plan must be permitted to choose among at least one taxable benefit and one qualified benefit. A policyholder can provide its participants the option to enroll in a benefit plan option that authorizes it to tax the participant's income after health benefits contributions have been deducted.	The software system must be able to accurately calculate insurance premium deductions and tax contribution amounts for plan participants. It should base its calculations on the employee's election of health benefits on a pre-tax or post tax basis. Alternatively, other entities may elect to have the pre-tax option as the default calculation along with requirements that support adjustments based on employees who elect to opt-out of the pretax option.
3	<b>Processes</b>	The routinized work functions by which an insurance system exercises these policies (often these are further interpretations of policies by executives and managers)	There is a work function for a staff member to complete a participant enrollment in insurance benefits. It is completed for all newly hired employees and employees with employment changes that makes them newly eligible for insurance benefits.	<ol style="list-style-type: none"><li>1. The software system must be able to allow staff to enroll new participants into insurance benefits.</li><li>2. The software system must allow participants to elect between different plan options of insurance benefits for which the participant is eligible.</li><li>3. The system must allow participant the option to waive insurance coverage.</li></ol>
4	<b>Procedures</b>	The steps in the process that are required to perform a work function	For an insurance enrollment- (1) Staff members must sort and scan enrollment forms from employers; (2) staff will review the forms for completeness; (3) staff shall request and review any pertinent support documentation; (4) staff shall process the enrollment; (5) staff shall ensure enrollment confirmations are dispersed.	The software system must be able to store documents to the participants account, incorporate workflows that walkthrough the enrollment process steps and send notifications and communications to members related to their insurance enrollment.
5	<b>Business rules</b>	The detailed and specific method by which an aspect of the policy or process is defined	To enroll in insurance benefits an employee must meet eligibility requirements and enroll within in XX days from their date of hire. If an eligible individual does not enroll within this timeframe, then he/she must wait until the next open enrollment period to enroll in insurance benefits.	The software system must be capable of using a participant's date of hire to determine if enrollment transactions and insurance premium calculation can be completed. The system must recognize when an eligible participant is outside the timeframe for enrollment and not allow these transactions to be occur if the timeframe has expired. In addition, it must be able to communicate the reason for not allowing an enrollment to



both the participant and the staff member.

All discussions are facilitated via visual aids (whiteboards, projectors) and all work sessions are documented. The output of these meetings is a series of individual requirements documents.

### Step 3: Analyze and Translate

During this step in the process, we analyze the current business process, future state vision, and preliminary requirements through two different lenses. First, we compare PEIA's process and requirements with other public benefit systems. Second, Linea analysts consider the requirements in terms of the available vendor solutions. The practices of other systems stimulate ideas for process improvements. Vendor solutions are introduced to help SMEs understand to what extent these requirements can be realistically satisfied with available software solutions.

### Step 4: Document Requirements

For many processes, depending on the complexity and based on PEIA's unique needs, we will create a requirements documents with workflows.

We will organize process documentation in individual documents by process name. These documents contain business rules, workflows, process objectives, recommendations for process changes, and a table of functional specifications.



Sample output is shown in Figure 6.

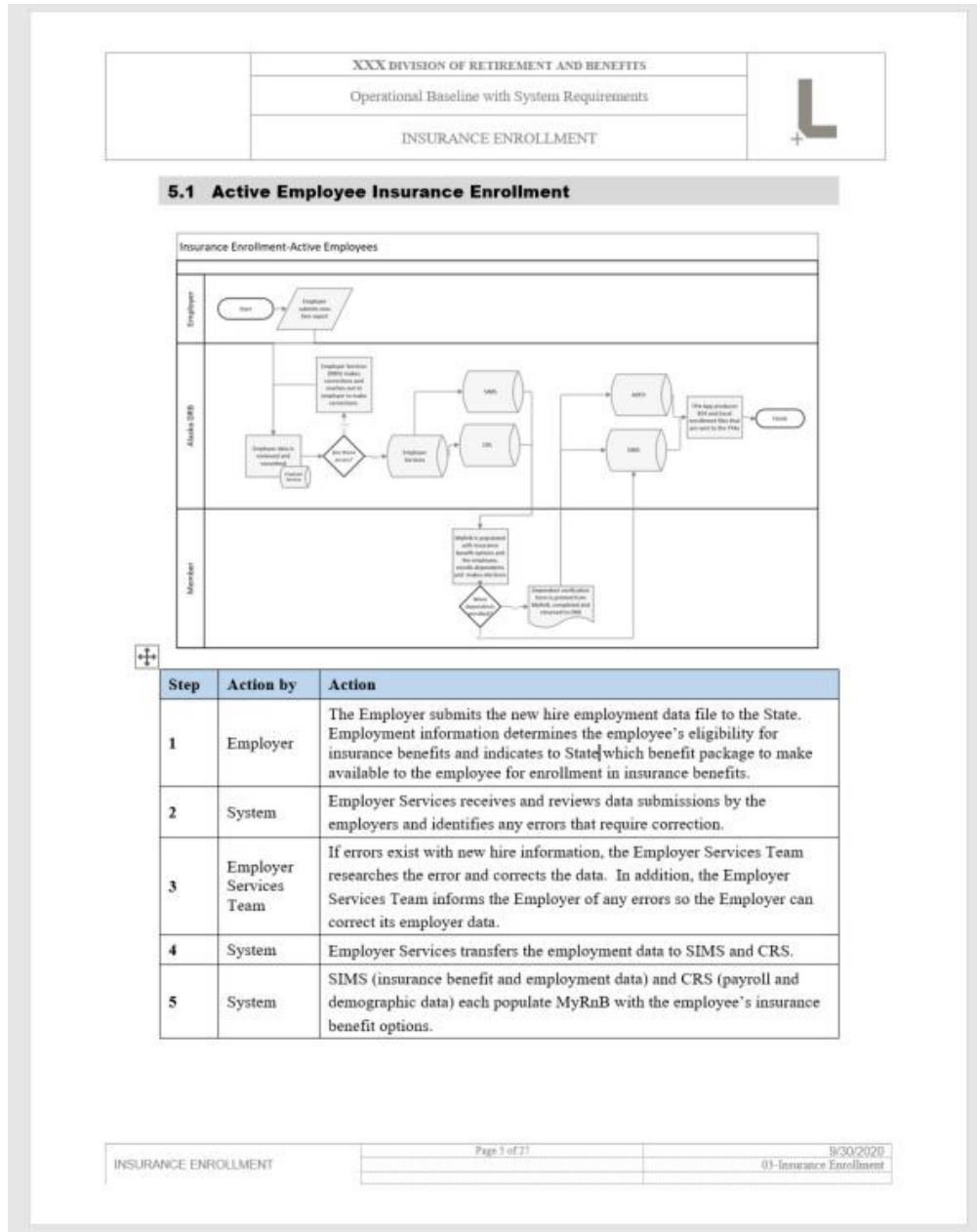


Figure 6 Sample To-Be Process and Requirements Document

## Step 5: Review and Finalize Documentation

We circulate a draft document for the SMEs to review, and then hold a review session to walk through each section of the document. Linea's analysts ensure that the SMEs



understand all the requirements and agree that there are no significant gaps in functional requirements. Based on SME feedback, we revise the initial draft and circulate the second and final draft to the SMEs.

## Step 6: Management Approval

Once the SMEs have signed off on the final deliverable, we send the deliverable to the process owner for a final approval. If the process owner is one of the SMEs cited above, this step is not necessary. However, we recommend that a Manager-level staff member who has *not* been involved in the detailed work sessions reviews and approves the final deliverable.

The reason for this recommendation is that a manager with a broad level of responsibility will approach the requirements documentation at a higher level and will see how many processes interact across the departments. This high-level view will ensure that the SMEs do not miss the forest for the trees – the manager may identify key integration or interaction points or may ask questions that the SME or Linea analyst had not considered. This is another method of ensuring quality and consistency.

During business requirements gathering, Linea will pay special attention to those areas of PEIA plan design, West Virginia legislative mandates, and federal law that may present challenges to the vendors. We want to make certain that vendors fully understand PEIA requirements.

The following are examples of some potential scope areas requiring Linea focus. They will likely be key, unique PEIA requirements that will need to be explained to vendors in the RFP:

- **Special Considerations for Premium Rates** – Additional rules that dictate premium rates beyond coverage type and elected tier (such as salary range) could pose a challenge to some software vendors. These additional rules would need to be thoroughly mapped out during the requirements phase.
- **Details about Retiree Assistance Programs** – PEIA might choose to ensure adequate focus on all requirements related to assistance programs available to retirees who fall within certain eligibility thresholds. Because the rules of eligibility would be unique to PEIA, vendors would most likely need to understand as much about this process as possible.
- **Retroactive Transactions** – While most insurance plans allow for some level of retroactive activity, if PEIA has a large volume of retroactive activity, respondent vendors would need to address how their solutions would handle higher than average frequency of retroactive transactions.
- **Accrued Leave Conversion** – Some policies have special rules allowing policyholders to convert accrued leave time into further retirement benefits or monthly insurance premiums upon retirement. The allowance of these types of



conversions would require a vendor's system to collect additional data, thus a higher level of detail on conversion requirements would be required.

## Technical Requirements

In addition to functional requirements, Linea consultants also gather the other key requirements for the RFP: technical, data conversion, implementation, contract, and other requirements. The process for gathering these requirements is like the process above, except the focus is less on existing documentation (business rules, etc.) and more on future-state requirements. For example, for technical requirements we focus on questions such as these:

- Does PEIA envision hosting the system or having the vendor host the solution?
- To what extent does PEIA envision maintaining or enhancing the future solution?
- What type of performance standards does PEIA prefer?
- Does PEIA prefer a system closer to Commercial Off the Shelf (COTS) or Service as a Software (SaaS)?
- Additionally, the consultants will discuss the following, as examples:
  - desired database
  - application platform
  - integration methodology
  - security standards
  - user/role definition
  - integration with other systems
  - maintenance and support requirements

Ultimately, these technical requirements are distilled into requirements for the vendors to respond as part of their RFP proposal submission.

## Cybersecurity Requirements

Linea consultants also gather the cybersecurity requirements for the RFP. We consider technical requirements, compliance requirements, and best practice standards for protecting personally identifiable information. We also look at the technical and business impacts if that data was to be breached, modified, or unavailable.

Security is a key technical requirement will affect system design, vendor selection, and changes to both business and technical processes. Because Linea Solutions has both cybersecurity and group insurance expertise, we know which processes and systems will require the most attention, we have a better understanding of threat severity levels for our industry, and we already have knowledge of both the available solutions and the other third-party vendors with which PEIA will interface.



The process for gathering cybersecurity requirements is like the process for gathering technical requirements. The focus is more on making sure the vendor is implementing sound cybersecurity standards and integrating them in the proposed system. For example, these are the areas we focus on:

- Does the vendor solution comply with Federal, state, or local jurisdictional cybersecurity policies?
- What level of risk management is the vendor solution classified: low, medium, or high?
- What type of cybersecurity standards does PEIA mandate/prefer? How does the solution meet these standards?

Linea utilizes the National Institute of Standards and Technology (NIST) guidelines for framing the controls that the BAS will be required to adhere to. These include:

**Table 8 Security Controls**

ID	Control	What we do
AC	Access Controls	We will determine how access to BAS is limited, how authorized users and processes are determined, and what types of transactions are performed.
AT	Awareness and Training	The training that users of the BAS receive will be required to ensure that it includes the policies and procedures that the organization must comply with, and if the users of the systems are tested on their understanding of the requirements. We will determine the completeness of the training and report if personnel are adequately trained.
AU	Audit and Accountability	The capture and maintenance of systems logs will be required to determine if the appropriate forensics can be performed to monitor and investigate unauthorized or inappropriate access.
CA	Certification, Accreditation, and Security Assessments	The procedures that authorize the operation of BAS will be specified, to ensure that effective controls are implemented. These controls will be designed to prevent deficiencies and to reduce vulnerabilities before the BAS is placed in operation. Additionally, the continuous monitoring of the controls on an ongoing basis will be defined.
CM	Configuration and Change Management	The vendor's ability to baseline and manage changes to the BAS is required. This is to determine if there are controls in place that are necessary to prevent changes without the appropriate approvals by the key stakeholders.
CP	Contingency Plan	The vendor's ability to recover from a failure, including backup, storage, and recovery procedures, is determined, and the plans for an emergency response are reviewed.
IA	Identification and Authentication	We will specify the processes used to identify BAS users, processes acting on behalf of users, or devices. We will also specify how the authentication of the identities of those users, processes, or devices, occur as a prerequisite to allow access to organizational information systems in the BAS.
MA	Maintenance	The vendor will be required to identify the processes used to perform periodic maintenance including application of security patches to ensure that this done appropriately, and on a regularly scheduled basis.
PE	Physical and Environmental Protection	For a vendor hosted solution, Linea will require the vendor to demonstrate how it implements access controls and how it limits physical access to their systems. We will seek to understand the chain of command procedures that are followed to gain physical access to the computing environment and ensure corrective action is made to weaknesses in the approach.
SC	System and Communication Protection	We will require the vendor to monitor, control, and protect communications and interfaces from the BAS to other systems.



ID	Control	What we do
SI	System and Information Integrity	Linea will require the vendor to identify, report, and correct cybersecurity flaws in a timely manner, and to provide protection from malicious code.

## Contract Requirements

Benefits Systems typically include model contracts in the RFPs: we will work with PEIA's counsel to ensure that the required contractual language is included. Alternatively, if PEIA requires outside counsel's advice on this matter, we can recommend firms that specialize in BAS vendor contracts.

For the contract work sessions, the consultants will discuss the following, for example:

- existing procurement policy
- the RFP review process
- insurance requirements
- payment milestone requirements
- performance bonds, letters of credit, and/or holdbacks,
- payment terms
- indemnification
- limitations of liability
- change order limitations
- warranties
- maintenance and support agreements
- hosting agreements
- data and internet security compliance requirements
- "Exit Ramps" / methods of termination
- legal remedies for recovery of monies
- go-live definition
- user acceptance definition

## Implementation Requirements

For the implementation requirements, Linea has a body of best practices that will form the basis of these requirements that will be part of the RFP. Linea will consult with PEIA management to discuss issues such as testing approach, project resources, Agile and other vendor methodologies, project management, and other items as needed. The requirements in the RFP will ensure the vendor understands the preferences, constraints, and guidelines that they should adhere to during the implementation. In defining implementation related requirements, Linea consultants will discuss the following:

- competing priorities and initiatives
- available data conversion / cleansing staff





- available infrastructure / hardware staff
- the functional specifications team
- staff available for system testing
- staff available for UAT
- operational calendar constraints for go-live
- sources of temporary assistance (limited term positions, temps, contractors, etc.)
- estimated hours required by phase

These requirements are compiled and incorporated into planning documents or requirements. Requirements and preferences will shape an implementation vendor questionnaire relating to implementation. An example is shown in Figure 7.

client tasks. Please refer to the RFP Body, Section 7 of this document, Project Scope and Requirements and Appendix B4, Implementation Expectations. Please limit your discussion to forty pages, not including the project schedule. Please follow the order of the table below. Please include each question and your response.

Item	Questions to Answer
Scope	Based on the requirements of the RFP: 1. What is the scope of the implementation? 2. What is considered out of scope for the vendor but still necessary for the project? 3. What are the project assumptions?
Approach and methodology	4. Describe the project approach and implementation methodology (i.e. Agile, hybrid, waterfall) and why you believe this is the best approach for SCERS. 5. Describe the proposed implementation plan for the PAS and ECM. 6. What are your thoughts on implementing the ECM component into production before the PAS? How soon could SCERS reasonably expect to go live with ECM? 7. What formal methods and disciplines will be employed to effect high-quality releases of functionality? 8. Describe the vendor's experience integrating the proposed ECM solution with the proposed Pension Administration System. 9. Please list all projects where the vendor has implemented the proposed ECM solution with the proposed PAS solution. Include client name, contact name, email, phone, project dates and a brief description of the scope of work. Note: if these references are the same as the PAS references, indicate as such.
Project duration, effort, and phasing	10. What are the main project phases? 11. What is the overall project duration, and when will the project start and finish? 12. What are the major activities and tasks by phase? 13. What are the hour estimates for each phase? 14. What are the start and finish dates for each phase? 15. What assumptions does the vendor need to make to complete the project in the time frame? 16. Will there be software releases during the implementation? If so, how many? What will be required to include the releases? Provide a timeline of releases and when they are planned for and included.
Deliverables and Milestones	17. What are the milestones in the project? 18. What are the project deliverables listed by milestone? Provide a detailed enough description to give SCERS a good understanding of the content and include completion criteria.

Figure 7 Implementation Questionnaire

Once gathered, we prioritize, organize, and document all requirements in respective sections of the RFP shell document. The objectives of this step are as follows:

- Ensure requirements are "actionable" for the vendor, meaning they contain a





- requirement that the vendor can take action to ensure they have been met
- Ensure requirements are traceable
- Emphasis is placed on the most important requirements
- Ensure the RFP section is as clear as possible to both the layman and the technical resource, as appropriate; avoid jargon and emphasize conciseness

## Why All These Requirements are Important

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A key part of Linea's successful formula is the comprehensiveness of our requirements. Why does this matter? There are several reasons:

- In so many instances, the software vendor needs to see the details to understand how to scope the solution.
- Without a comprehensive view of the specifications, the vendor and client will debate over the "real" meaning of a requirement later during the implementation phase. In many cases, the vendor will demand a change order if they deem the client's interpretation too broad. Linea's method of defining specifications will avoid this problem.

Linea's requirements give the vendor the details, when they are required, so the vendor can properly estimate the time to implement. On the other hand, the non-specific, high-level requirements only dictate to the vendor what they must commit to, *regardless of how complex the requirement is*. This means the vendor must *guess* at how much time is required to meet the requirement, because there are still too many unknowns. This introduces risk to the vendor, meaning that they will need to build a contingency to ensure they have sufficient hours to cover a vague scope of functionality. Naturally, vendors will err on the side of caution, since the overall requirements are a "black box." Spread across hundreds of critical requirements, the result will be a substantial difference in the vendor's estimates between our RFP and anyone else's.

### The Audience for the RFP is the Software Vendor

Our view is that the best projects are the ones in which the vendor and client are working collaboratively towards a successful outcome. This starts with the RFP.

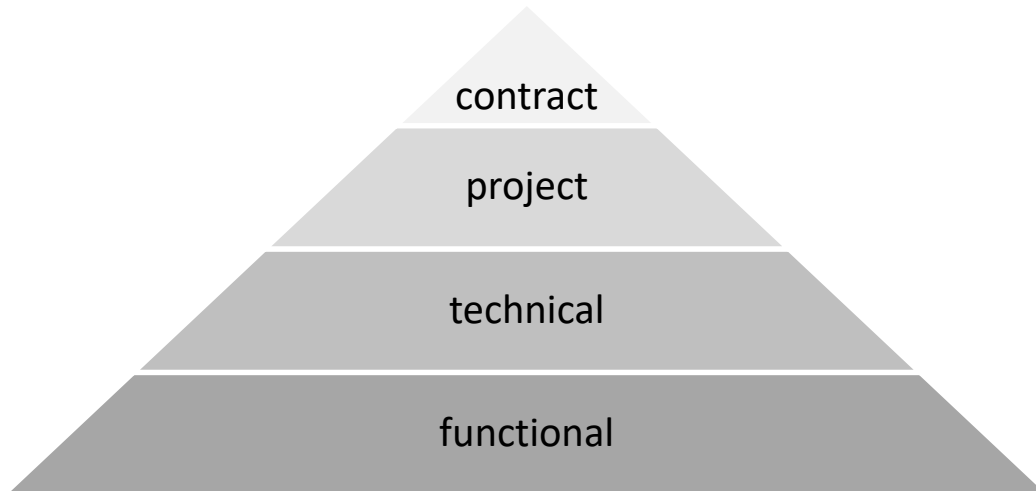
It is critical for our clients that the vendors are able to understand and respond appropriately to the RFP. The vendor RFP response is the backbone of the software contract and ideally maps out the high-level implementation strategy. It is therefore vital that the RFP be written in a way that makes it as straightforward as possible for the vendors to respond.

For this reason, our RFPs emphasize *functional and technical requirements*, which are critical for the success of the project and for the satisfaction of the client. By contrast, other RFPs emphasize *contract and project requirements*, which, without the



appropriate functional and technical requirements, tend to push the balance of focus onto the vendor doing what it can to protect itself.

The difference in emphasis is illustrated in Figure 8.



**Figure 8 Linea's Emphasis for BAS RFPs**

As Figure 8 illustrates, the base of our pyramid is the functional requirements for the system, followed by the technical requirements. Our general view of project and contract requirements is to include enough to make sure our client is protected, and that the project adheres to *general* best practices.



## Phase 3: Procurement



The first part of Procurement is creating the RFP. Once the requirements have been gathered, the RFP is written. We can draft the RFP rather quickly since Linea has an extensive set of templates and examples to guide the process. We will make modifications to the formatting and content based on PEIA's procurement rules or existing templates. The process for creating the RFP is shown in Figure 9.



Figure 9 RFP Development Process

1. **Outline Sections.** We will first produce an RFP outline that we will review with PEIA management. This will contain all sections and will identify the content required for each one.
2. **Procurement process.** The RFP must detail the procurement timeline and process: When is the response due? When will demos and interviews be held? Is there a bidders' conference? We will create a preliminary timetable and walkthrough a process with PEIA to identify compliant proposals, to narrow down the selection to finalists, and ultimately to select a winner.
3. **External consultation.** RFPs frequently require outside consultation for the contract and insurance requirements. We will identify these items and PEIA can assign staff to resolve them.
4. **Evaluation criteria.** We will work with PEIA's management to develop high-level evaluation criteria to be published in the RFP. A preliminary evaluation worksheet is developed in this phase and is finalized in the next phase.



5. **Response Format.** We will develop a suggested response format for the vendors to ensure clear, economical, and comparable responses.
6. **Draft RFP.** We will draft the RFP document.
7. **Finalize and Publish.** Each section of the RFP will be reviewed with the Steering Committee and any external stakeholders (attorneys, procurement, etc.). The sections will be refined and revised as required. PEIA will then publish the RFP on the appropriate websites. Finally, we can distribute the RFP to known vendor contacts directly, if appropriate.

The deliverable from this phase is the RFP.

## Facilitate System Selection

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Once the RFP is published, the project moves to procurement. Our procurement process is designed to help PEIA clearly evaluate and compare the vendors, their products, and their fit within PEIA's organization.

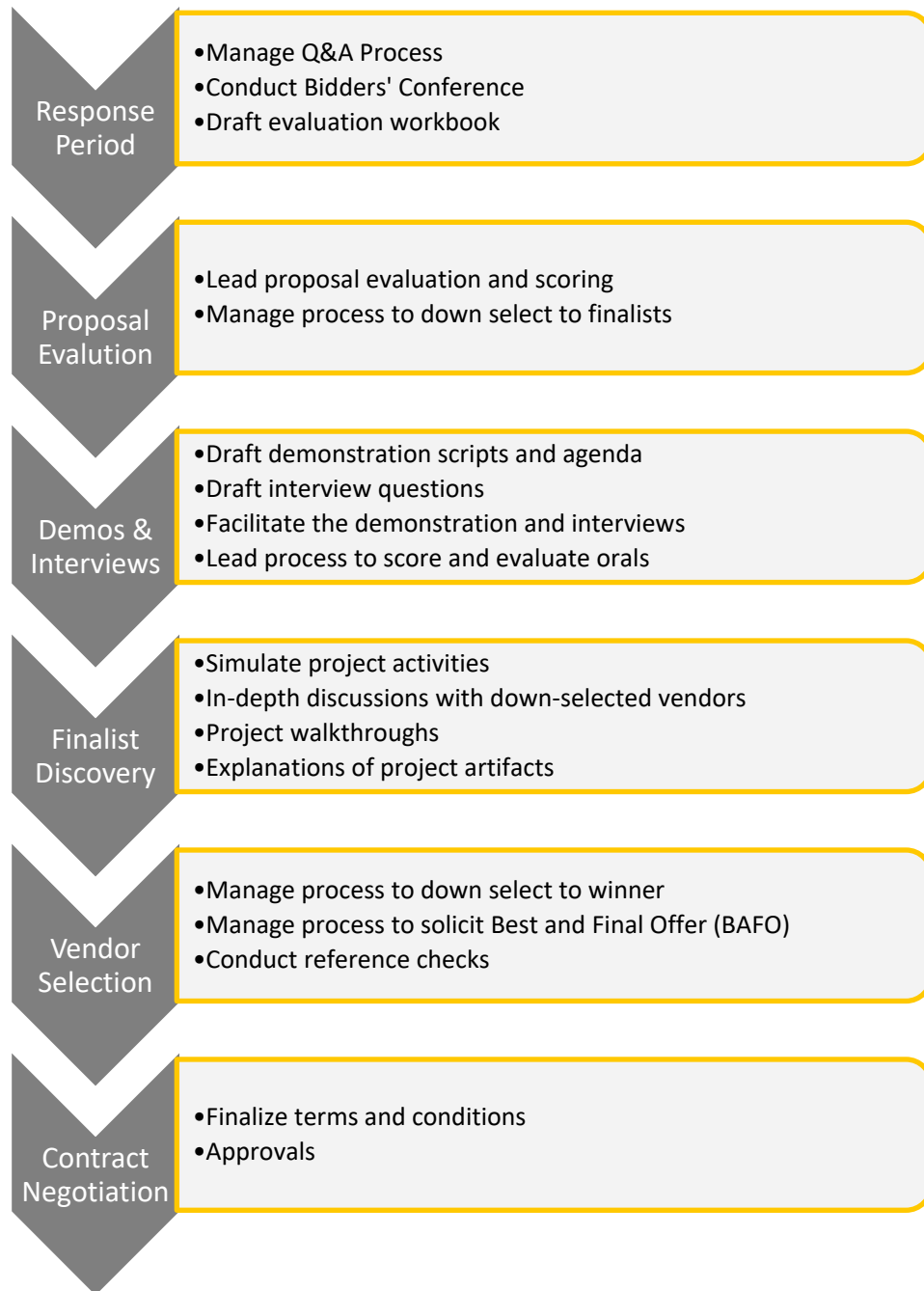
One of the values that Linea brings to the process is that we know the vendor community. We have worked with many of the vendors within the past five years. For this reason, we will have insight into factors that are not generally known, which may affect project risks, such as the following:

- Vendor pipeline: Is the vendor very busy or in need of new business?
- State of current implementations: Is the vendor struggling to finish several projects at once?
- New products: Is the vendor about to release a major change to the product?
- Acquisitions: Is the vendor looking to be acquired?
- Strategy and fit: Does the vendor view PEIA as a key strategic client? Does PEIA represent the typical client for the vendor?
- Future vision: How does the vendor envision its future place in the industry? How is it preparing its product for the future?

All these factors affect market position and the potential risk to selecting a vendor. We will ensure PEIA appropriately benefits from this insight, although we will be careful not to bias the selection based on this information. Our goal is ensuring that PEIA selects the vendor that best fits the organization's requirements, needs, and culture.



The procurement process is depicted in Figure 10.



**Figure 10 Procurement Process**

These steps are discussed in detail below.



## Step 1: Response Period

The response period is the time between the issuance of the RFP and the receipt of the responses. During the response period, Linea manages the proposal question-and-answer process and plans for the vendor demonstrations. At the same time, the selection committee is formed, and the evaluation process is finalized.

## Step 2: Proposal Evaluation

Once the responses are received, the scoring matrix is used to provide an initial evaluation. The matrix is designed to be as simple to use as possible. The weighting formulas are added to each cell in advance, so they calculate automatically. One version of this process that has been successful for some clients is holding a “study hall” for proposal evaluations, in which the committee members are sequestered in a conference room with the consultant. Since evaluating proposals is a challenging process, committee members usually need to leave their offices to concentrate. As questions arise on the proposals, they can ask the consultant for clarification.

A sample scoring sheet is shown in Figure 11.

COMMITTEE SCORES - RFP XXXX					
	Total Possible	Vendor 1 [NAME]	Vendor 2 [NAME]	Vendor 3 [NAME]	Vendor 4 [NAME]
CRITERIA					
Appendix B - Company Information	100	0	0	0	0
Appendix C - Functional Overview	250	0	0	0	0
Appendix D - Functional Requirements	250	0	0	0	0
Appendix E - Technical Requirements	200	0	0	0	0
Appendix F - Implementation Plan	100	0	0	0	0
Appendix G - Maintenance and Support	100	0	0	0	0
Total Evaluation Criteria	1000	0	0	0	0
Evaluation of Costs					
Cost Rating	0	0	0	0	0
Total Cost Data	0	0	0	0	0
Total Score					
	1000	0	0	0	0
Oral Presentation	0	0	0	0	0
Total Score After Oral Presentation	1000	0	0	0	0
Calculation of Cost Rating Score:					
Lowest Vendor Cost - All Bids (same value all columns)		0	0		
Vendor Cost submitted		0	0		
Weight = Lowest Cost / Vendor Cost		0	0		
Cost Rating =		0	0		

Figure 11 Evaluation Worksheet

Following the initial scoring, a short list of vendors is created. In our experience, there is usually a natural separation of likely finalists from proposals that can be rejected in



short order. The reason for this is not that vendors have poor products. Rather, in many cases, their products or team are simply not a good fit. For example, some offer a solution that is clearly overmatched for the client; others promote a product on a platform that is not compatible with the client.

Our evaluation process is depicted in Figure 12.

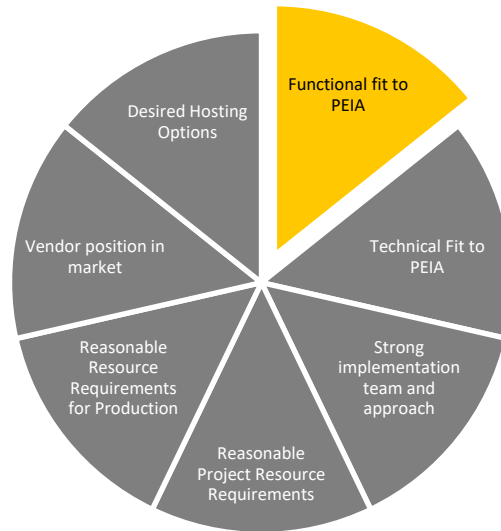


Figure 12 Vendor Evaluation

- **Functional Fit to PEIA.** We will assess how each vendor’s product meets the functional requirements. Can the products do everything PEIA needs?
- **Technical Fit to PEIA.** We will assess how each vendor’s product fits into the technical environment. If hosting is desired, how robust in the hosting option? Will it be expensive to configure and/or customize?
- **Strong Implementation Team.** Does the vendor offer an experienced and well-qualified team? We will assess the proposed team. Because of our strategic contact with the vendor community.
- **Resource Requirements for PEIA for the project.** Based on the vendor’s implementation plans, the different proposals may require more or fewer of PEIA’s resources. This must be factored into the evaluation since it may impose additional costs on PEIA.
- **Resource Requirements for PEIA for Production.** Each system will require different system and database administration requirements, as well as business analyst / “super-user” requirements. This will affect the production support costs, which will change the total cost of ownership.



- **Vendor position in industry.** Vendors will need to be analyzed based on their recent record of accomplishment in the market. Highly successful vendors may be overbooked, and not able to support PEIA's project.
- **Potential Hosting Options.** PEIA may wish to consider options for having vendors host the system. We will evaluate an array of hosting options to determine which best fits PEIA's business and technical needs.

Finally, we will consider the cost of each proposal, weighing project cost, total cost of ownership, benefits to the organization, and system life, to determine the overall value of the proposed solution.

Based on the process above, we will lead the evaluation committee through a thorough analysis of each proposal and document the scoring. PEIA will then be able to narrow down the selection to two or three finalists for the next step: Demonstrations and interviews.

### Step 3: Demonstrations & Interviews

We design the demonstrations and interviews for our benefit clients to evaluate three key factors:

- **Usability:** How usable is the system for PEIA? Does the system logically flow and provide intuitive information display to both internal and portal users? How easily will staff adapt to the solution?
- **Integration:** How do all the individual pieces of the system come together in a logical and cohesive way. This includes how the core system seamlessly integrates with CRM functions, how automatic letter and form generation takes place, how mobile capabilities look and act consistent with other customer channels, etc.
- **Delivery Team:** How does PEIA feel about the proposed delivery team? Does PEIA's project staff want to work with the vendor's team? How confident is PEIA that this team can deliver the project?
- **Company:** How does PEIA view the overall company? Is the company one that PEIA wants to partner with for 15-20 years? Does there appear to be a positive rapport between PEIA management and the vendor's executive management?

With Linea's assistance, PEIA will select a series of processes and functions for demonstration. These scripts will be communicated to the vendors several weeks in advance of the demonstrations. This ensures that the information provided by each vendor will be comparable across the demonstrations. A sample agenda is shown in Figure 13.





<b>[insert client logo here]</b>	<b>Client XX: PAS Procurement</b>																																																
<b>Agenda: Vendor X - PAS Oral Presentation &amp; Demo</b>																																																	
Meeting Type: Bidder Demo/Presentation																																																	
Meeting Date:      Time: 8:30 AM																																																	
Meeting Organizer:																																																	
Client XX Participants:																																																	
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<table><thead><tr><th>Start and End</th><th>Section</th><th>Estimated Duration (minutes)</th></tr></thead><tbody><tr><td>8:30 – 8:45</td><td>Introductions (BAS Bidder and Client XX)</td><td>15</td></tr><tr><td>8:45 – 8:55</td><td>Company Overview</td><td>10</td></tr><tr><td>8:55 – 9:10</td><td>Product Overview</td><td>15</td></tr><tr><td>9:10 – 10:30</td><td>Demo scenarios</td><td>80</td></tr><tr><td>10:30 – 10:40</td><td>Break</td><td>10</td></tr><tr><td>10:40 – 12:00</td><td>Demo scenarios</td><td>80</td></tr><tr><td>12:00 – 1:00</td><td>Lunch</td><td>60</td></tr><tr><td>1:00 – 2:30</td><td>Demo scenarios</td><td>90</td></tr><tr><td>2:30 – 3:10</td><td>Project Management</td><td>40</td></tr><tr><td>3:10 – 3:30</td><td>Data Conversion</td><td>20</td></tr><tr><td>3:30 – 3:40</td><td>Break</td><td>10</td></tr><tr><td>3:40 – 4:40</td><td>Technical Review</td><td>60</td></tr><tr><td>4:40 – 5:10</td><td>Maintenance &amp; Support</td><td>30</td></tr><tr><td>5:10 – 5:25</td><td>Q&amp;A</td><td>15</td></tr><tr><td>5:25 – 5:40</td><td>Executive Leadership Team Discussion</td><td>15</td></tr></tbody></table>	Start and End	Section	Estimated Duration (minutes)	8:30 – 8:45	Introductions (BAS Bidder and Client XX)	15	8:45 – 8:55	Company Overview	10	8:55 – 9:10	Product Overview	15	9:10 – 10:30	Demo scenarios	80	10:30 – 10:40	Break	10	10:40 – 12:00	Demo scenarios	80	12:00 – 1:00	Lunch	60	1:00 – 2:30	Demo scenarios	90	2:30 – 3:10	Project Management	40	3:10 – 3:30	Data Conversion	20	3:30 – 3:40	Break	10	3:40 – 4:40	Technical Review	60	4:40 – 5:10	Maintenance & Support	30	5:10 – 5:25	Q&A	15	5:25 – 5:40	Executive Leadership Team Discussion	15	
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8:55 – 9:10	Product Overview	15																																															
9:10 – 10:30	Demo scenarios	80																																															
10:30 – 10:40	Break	10																																															
10:40 – 12:00	Demo scenarios	80																																															
12:00 – 1:00	Lunch	60																																															
1:00 – 2:30	Demo scenarios	90																																															
2:30 – 3:10	Project Management	40																																															
3:10 – 3:30	Data Conversion	20																																															
3:30 – 3:40	Break	10																																															
3:40 – 4:40	Technical Review	60																																															
4:40 – 5:10	Maintenance & Support	30																																															
5:10 – 5:25	Q&A	15																																															
5:25 – 5:40	Executive Leadership Team Discussion	15																																															
<b>Company Overview – Executive Team</b>																																																	
<ol style="list-style-type: none"><li>1. Why are you the best fit for Client XX?</li><li>2. Explain the company's strategy for the next 10 years. Please focus on your product roadmap and market strategy.</li></ol>																																																	
<b>Product Overview</b>																																																	
<ol style="list-style-type: none"><li>1. Provide an overview of your full solution and an overview of the UI.</li><li>2. Provide a general navigation of the system, explaining why you decided to design the system the way you did.</li></ol>																																																	
<b>Demo Scenarios</b>																																																	
<ol style="list-style-type: none"><li>1. Demonstrate the scenarios below based on Client XX rules and routine processing.</li><li>2. Scenarios may be combined and do not have to be in the order listed below.</li><li>3. CLIENT XX expects to ask questions during the demo.</li><li>4. If, for any reason, a particular scenario cannot be demonstrated, the Bidder must discuss how this process will be addressed in the proposed solution.</li></ol>																																																	
CLIENT XX PAS Oral Presentation & Demo Agenda 1																																																	

Figure 13 Oral Presentation Agenda Sample

We will give each evaluator an evaluation sheet to complete for the modules observed. The evaluation sheet will allow the user to indicate how well the software appears to operate and assess the user-friendliness of the system in performing various tasks.

Interview questions will be prepared. The vendor will need to answer questions regarding their deployment experience, management philosophy, definitions of what falls within the annual maintenance fees, data conversion process, and other critical issues that will shed light on how the vendor views the relationship with their clients.



PEIA's evaluators will assess the demonstrations through both quantitative scoring and qualitative discussion. Linea will assist with this process, applying weighting and determining the ranking of each vendor to determine the two vendor finalists.

#### Step 4: Finalist Discovery and Confidential Discussion Phase

Linea would propose that the top scoring finalists progress to the Discovery and Confidential Discussions phase. This phase, lasting two weeks, will provide a much deeper understanding of the finalist solution, process and people proposed, and most importantly share a deeper, interactive (and confidential) finalist conversations as part of the evaluation process. During oral presentations and interviews, there is a thorough review of the solution and company but given the unique aspects of PEIA and the long term commitment to selected solution and vendor, a deeper dive is proposed. This phase will create an environment where there is hands-on interaction between WV PEIA and the vendor's proposed project team. This provides valuable insights on the compatibility of WV PEIA and the vendor working together.

Finalist Discovery serves to help PEIA further refine its evaluation of the finalists by providing the opportunity to:

- Spend extended time interacting with the vendor's proposed key personnel to better understand and assess the key personnel's level of knowledge, work style and communication methods.
- Obtain an enhanced understanding of the vendor's proposed solution. WV PEIA will be given the chance to take deep dives into any areas of concern.
- Provide the vendor an increased understanding of WV PEIA's culture, work style, priorities, decision-making and solution requirements that will provide the vendor with additional information to optimize its solution and influence their BAFO request.
- Observe the finalist vendors in a "side-by-side" comparison which brings into focus any potential similarities and differences between finalists' strengths and weaknesses as it relates to their project approach and methodology, proposed project teams, work style and communication approaches.

We would require that the proposed finalist staff lead these Discovery sessions and confidential discussions. For example, during this Discovery, a finalist analyst will lead a "design confirmation" session in one of PEIA functional areas defined in the RFP. Another session may be a training session that was provided to a peer PEIA client. As important as the deeper dive sessions is confidential discussions. These discussions will provide a better and more targeted understanding of finalist's platform and how requirements are being met. They will also provide an opportunity for the finalist to ask questions of PEIA, related to their scope, approach, and assumptions. This interaction can help clarify areas of risk for PEIA and the finalists.



During Discovery, each finalist will be allocated a set number of hours over the course of a two week period to complete the requested activities. Specific activities completed during Discovery will be defined by WV PEIA based on their priorities and preferences. Figure 14 highlights typical activities that typically occur during Discovery.

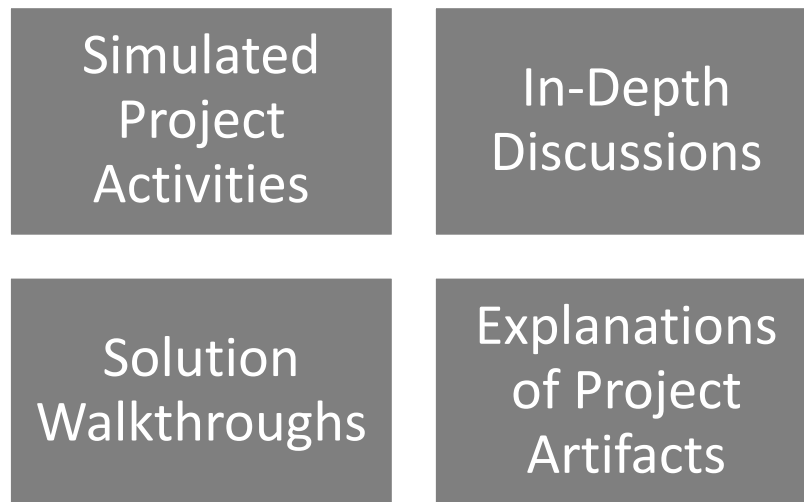


Figure 14 Discovery Activities

- **Simulated Project Activities:** The vendor will be asked to conduct a simulation of different project activities to demonstrate how it will be performed during project execution. For example, a vendor may be asked to simulate a business rule capture work session. Other examples of simulated activity could entail a design review session or the vendor's Project Manager facilitating a Steering Committee meeting to review project progress, issues, and risks.
- **In-Depth Discussions:** The vendor can be asked to engage in in-depth, confidential discussions related to solution functionality, technical capabilities, project approach or even contractual matters. This can include taking a detailed look at areas of high priority for WV PEIA or obtaining clarity in areas where WV PEIA seeks better understanding of the solution.
- **Solution Walkthroughs:** The vendor will engage in walkthroughs of different elements of the vendor solution. This can include walkthroughs of how a particular business process will be implemented or how the vendor will address and implement the security requirements.
- **Explanations of Project Artifacts:** The vendor will be asked to facilitate a formal review of key project artifacts that will be utilized throughout the life of the project. This can include but is not limited to, the project charter, the project test plan, the project training plan, or the project cut-over plan.



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During these reviews, the vendor will provide detailed explanations of each artifact, the unique aspects the considered for PEIA, and how it is utilized during the project.

Our consultants will work with the WV PEIA's evaluation committee to identify which activities WV PEIA would like the vendor to complete during Discovery. Discovery will be scored and be part of the evaluation criteria for PEIA finalists.

### Step 5: Finalist Validation

Following vendor exhibitions, the committee should be able to select the potential winner. Typically, at this point, the organization requests a Best and Final Offer (BAFO) for optimal pricing and other potential benefits (an expansion of scope, extension of warranty period, clarification of items of particular interest, etc.).

Once PEIA identifies the potential winner, the selection committee may decide to take field trips to sites that are using the candidate's systems. Linea will organize and plan the site visits and will accompany the selection committee, if requested. Additional reference checks can be conducted via telephone or videoconference. The client may also visit the candidate's headquarters to interview executives and to visit the support organization.

### Step 6: Contract Negotiation

After PEIA selects the winner, we will facilitate contract negotiations with the software vendor. Linea has significant experience working with attorneys and management in software contract negotiation, and we will leverage this experience to ensure the following:

- The vendor is paid only for reasonable milestones and deliverables and the completion criteria are clear
- The vendor is held to a reasonable timetable
- The client has adequate time for acceptance of each deliverable
- The client controls the acceptance testing process, including error level definition, and the conditions for exiting the testing period
- The future business processes have been well-defined in advance so that the organization understands how their business will run post-production
- The vendor's responsibilities are clear
- The scope of the application is well defined based on the use of a Requirements Traceability Matrix or like product
- There are key (named) vendor personnel, who cannot be removed without permission



- The process for change orders is well defined
- The client is well protected (financially and legally) in case of non-performance, default, bankruptcy, or other worse-case scenarios
- The proper insurance is in place
- Maintenance and support agreements are clear and comprehensive
- If the vendor is hosting or using the cloud, there is a thorough hosting agreement in place

We will assist with the contract negotiations and serve as an advisor on the critical points to negotiate with the vendor. We will use our knowledge of the client's specific needs as well as our experience in negotiating vendor contracts to assist in achieving the strongest possible contract to ensure success. In certain situations, the client may hire a third party to assist in contract negotiations and Linea will assist the counsel in the negotiations.

## Why our Procurement Approach Works

Linea is best able to perform the scope of work requested because our approach considers the *long-term objectives of the project*. For example, this means that as we collect and develop requirements, we do not just consider the software RFP. We also consider the design phase of the implementation. We consider how the requirements can be used for process improvement initiatives. We consider how the requirements could evolve into key performance indicators (KPIs) for a continuous process improvement program.

In other words, PEIA will derive much more value from our work.

In Table 9, we describe examples of short-term project objectives, and the medium and long-term value we provide through our approach.

**Table 9 Project Objectives and Corresponding Added Value**

Task/ Deliverable Example	Short-Term Objective	Linea Added Medium-Term Value	Linea Added Long-Term Value
Business and Technical Requirements	Gather the specific requirements for the software vendor – sets the functional scope of the system.	The requirements will be sufficiently detailed to assist the vendor in DESIGNING the system. The design phase or sprints will have fewer surprises resulting from vague/incomplete requirements.	The process gaps we uncover will be specific enough to be used for business process improvement initiatives (BPI). This can be done in advance of the implementation, as part of the design process, or after go-live.



Task/ Deliverable Example	Short-Term Objective	Linea Added Medium-Term Value	Linea Added Long-Term Value
RFP – Implementatio n Section / Vendor Project Team	Require the software vendor to provide a work plan, resource plan, and other implementation details	Additional questions are asked in the RFP, as well as during orals, to determine how the vendor addresses project risks and to determine what has made the vendor successful or unsuccessful in the past. The emphasis is on the dynamics of the project team – how well will the vendor’s teamwork with PEIA? Who has the vendor assigned as full-time resources?	We strongly emphasize the value of the relationship between the client and the vendor. A spirit of collaboration and openness reduces risks, sometimes avoids change orders, and improves the speed of conflict resolution. This relationship begins with the vendor team proposed.
RFP – Maintenance and Support	Require the software vendor to propose a maintenance and support program for post- implementation.	We ask for three different levels of support – robust, medium, and minimal. This gives the client a sense of how the vendor can structure different support programs. PEIA needs to consider to what extent they wish to be independent of the vendor.	Based on the vendor support program desired, PEIA can determine how the IT department may need to change the overall skills inventory. Additional training will likely be needed, and potentially additional staff. By understanding the different options for the post-go live environment, PEIA will be able to develop a technical readiness plan.



## Implementation Support

Linea serves as the client's advocate during the implementation phase of the project, ensuring the chosen vendor meets all expected requirements for the system build as well as the expectations of PEIA's operational and long-term maintenance needs. We will actively manage the project plan, working alongside PEIA's resources and the chosen vendor to mitigate issues. Along with project management, Linea will be working with PEIA performing a set of implementation activities. These implementation activities cover core parts of the system development lifecycle. Figure 15 is an overview of these activities.

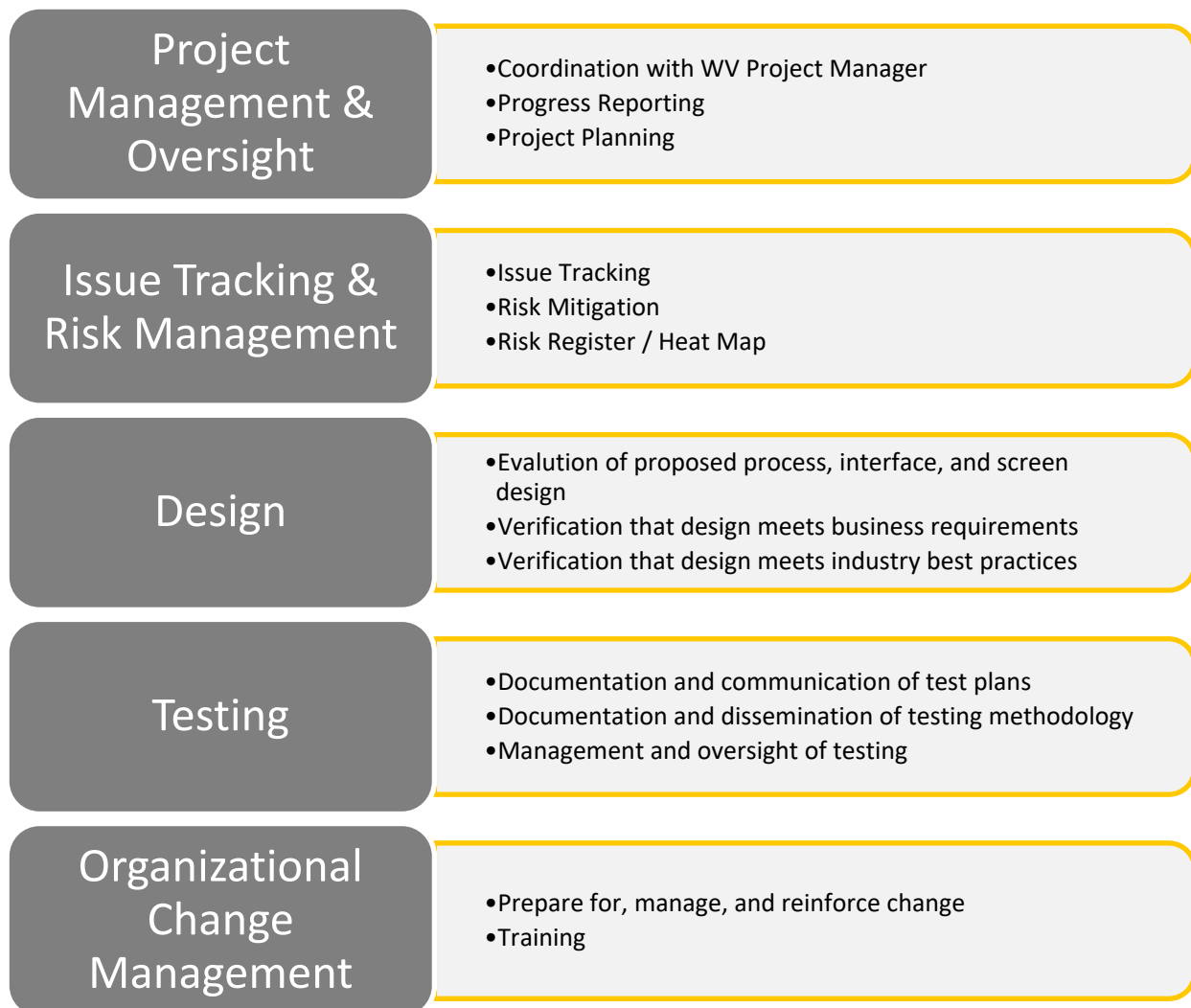


Figure 15 Implementation Activities




For a project of this scope, Linea estimates a project duration of roughly **24 months**. There are many activities that occur during implementation. Linea will focus resources towards key PEIA project management and implementation support activities that will be required for project success. Vendors have an assumption of client responsibilities during implementation, and Linea will support PEIA in fulfilling them.

Based on our experience working on similar projects, we estimate the first six months to require **1.25 Linea resources**. Table 10 is an example of implementation support activities and their durations for a 2 year project.

**Table 10 Two Year BAS Implementation Timeline**

Tasks	YEAR 1				YEAR 2			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
<b>Project Management</b>								
Project Planning								
Progress Reporting								
Deliverables Review								
<b>Risk Management</b>								
Issue Management								
Risk Management								
Mitigation Planning & Execution								
<b>Design</b>								
Requirements Confirmation								
Design Oversight								
Cybersecurity Design/Confirmation								
<b>Testing</b>								
Build Test Cases / Preparation								
System Testing								
Performance & Tech Testing								
User Acceptance Testing (UAT)								
Cutover & Final Regression Testing								
<b>Change Management</b>								
Information Gathering								
Develop Change Strategy								
Create Change Advocacy Networks								
Manage Change & Readiness								
Training								
Change Reinforcement								

 = anticipated activities during first six months of implementation

Implementation activities are described in further detail below.





## Project Management & Oversight

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Linea seeks to be our client's advocate throughout the procurement and implementation process and uses a method we call **Active Project Management** to ensure our clients get the best results from their project efforts. Our consultants work with the client to not just track items on the project plan, but actively work with the client, vendor, and other key stakeholders to resolve issues and provide follow up to ensure challenges are met quickly and successfully.

We believe our consultants' project management mandate is different from what we see out in the industry because we use a rigorous methodology as a baseline/prerequisite and combine it with an extremely strong risk mitigation objective. It is this combination that ultimately reduces the risk of failure in these projects and why our clients feel strongly about Linea's value on implementation projects.

These projects require a substantial amount of coordination and problem-solving to address problems in advance of them having scheduling impacts. Traditional implementation oversight project management may inform you of scheduling impacts but does not necessarily resolve them before they have a scheduling impact.

In short, Linea's PM will be working to resolve issues so that they do not even need to be reported at the management level. For those issues that require more decision-making authority, we work with executives and managers in advance of them becoming substantial issues. This is the only way we can ensure a reduced level of risk to the project. The result is a rigorous project management methodology that goes beyond industry project management standards to constantly be working to *fix* the problems that emerge, not just to report on them.

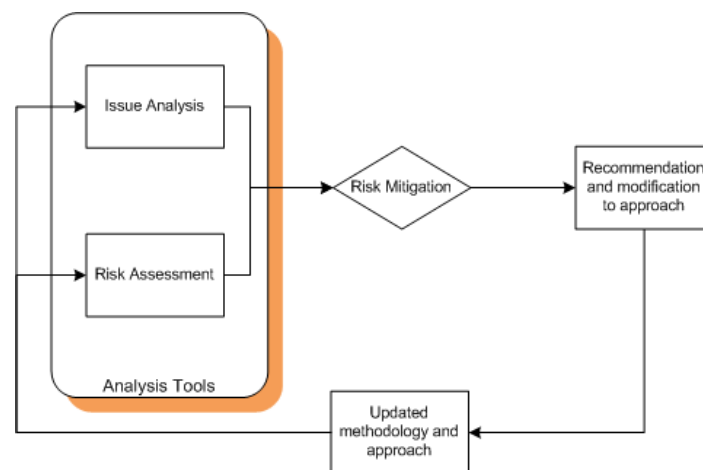
Additionally, as a project management specialty firm with a focus on group insurance plans, we believe that traditional project management methodology, such as the Project Management Body of Knowledge (PMBOK) as incorporated and disseminated by the Project Management Institute (PMI), should serve as a guideline and a minimum requirement for any professional consulting firm. Our project management approach leverages the PMBOK repeatable, iterative processes, procedures, tools, and templates to maximize efficiencies, ensure proper planning, offer successful execution, and provide tracking and reporting of all tasks and deliverables. It includes processes for initiation, planning, execution, controlling, risk mitigation, and closing.



## Issue Tracking & Risk Management

### Issue Tracking

The issue tracking deliverable is straightforward: it is a well-maintained list that is either kept in SharePoint or tracked in an application like MS Excel. However, the issue analysis requires a high level of focus, expertise, and creative thought. Issue assessment and risk mitigation are central to our consulting methodology. We believe it is a major failing in many projects, and one that is key to a successful project. Our approach is shown in Figure 16.



**Figure 16 Risk Mitigation Cycle as Foundation of Continuously Adaptive Methodology**

As active project managers, we emphasize front-end issues analysis so that we understand the potential problems from the beginning of the project. We are therefore able to operate at both high and detailed levels, and so we can explain the issues to executives, but can also work with the developers and business analysts to resolve problems at a detailed ground level.

These analytical management methods are geared toward risk assessment. Although we work with detailed Work Breakdown Structures, we have found that there are many ways to understand and assess when a timeline may slip. These personnel management insights and the skills to resolve problems quickly and effectively are a result of our long history of thoroughly analyzing and understanding clients' contexts and needs.

Linea's strength is in hiring only consultants who are analytical enough to detect these things and work out contingency actions with executive management prior to dates slipping; otherwise, reporting on these issues after the fact through project management tools alone is usually too late in the real world, and not valuable overall. We have found that one can follow PMBOK exactly to know how to report on an issue;



but PMBOK does not place enough emphasis on what to do or how to navigate through the project team, the stakeholders, and the project decision-makers to resolve issues. For our consultants, a typical day can consist of the following:

- Analyzing issue areas
- Recognizing what future problems those issues may cause
- Coming up with multiple potential recommendations for solving those problems
- Communicating with resources that can help to resolve the problem
- Communicating with the project Steering Committee to commit to a decision on a recommended solution
- Executing on that solution and guiding all resources down the revised path

We do not mean to minimize the importance of a good work breakdown structure and project plan as valuable tools for forecasting project duration. However, we have seen other companies confuse the project plan artifact with the act of planning, and project reporting with true project management. We believe that a good active project manager needs to understand people, how to work with them, and how to effect change through people, not things. We believe in the importance of carefully analyzing a project's constraints, designing tailored solutions, and continuously working to reduce risk.

## Risk Mitigation Tools

We have a methodology and tool set to help organize and communicate risk mitigation. Each risk is assessed according to likelihood and impact, and an overall risk score is calculated. We then graphically depict each risk on a heat map to show the relativity of each risk to each other. Samples are shown in Figure 17.

A	B	C	D	E	F	G	H	I
ID	Vendor	Risk	Description	What will be impacted the most?	Likelihood (1-5)	Impact (1-5)	Risk Score (Likelihood x Impact)	Mitigation
1	Vendor 1	ECM	Proposed proprietary ECM may be more difficult to convert/export to a new BAS solution provider in the future	Constraints in the future	1	1	1	Review and adopt industry standard document types most commonly used rather than Client-specific ones if they exist
2	Vendor 1	CRM	Proposed proprietary CRM may be more difficult to convert/export to a new BAS solution provider in the future	Constraints in the future	1	1	1	Document workflow configuration in detail post implementation including all sub tasks with associated, waits, SLA, reminder notification intervals and escalation triggers etc.
3	Vendor 1	Workflows	Limited number of workflows included in proposal can mean limited capability to monitor and report in detail on processing metrics.	Lack of flexibility and fit for Client	2	2	4	Identify and implement only top key workflow processes from each department/LOB and after using in production Client can configure and roll out additional processes.
4	Vendor 1	Priority 3 Req	Significantly more Priority 3 requirements not covered by out of the box functionality inherent in PAS could mean a longer implementation time due to development (versus configuration only) time required.	Delays in implementation	3	2	6	Identify and implement only Priority 3 requirements which are lower development times or seen as high value/impact to the business for go-live. Subsequent requirements can be configured post go-live.
5	Vendor 1	DR	DR site location's close proximity to primary site could mean potential failure in both locations if the disaster wiped out eastern seaboard.	System down time	2	4	8	Select a third location for the weekly and incremental back-up of files.
6	Vendor 1	Mobile App	Separate mobile app for Participants and Employer websites could cause additional change management and roll-out time required.	Delays in implementation	4	2	8	Delay the launch or complete until full adoption of the primary method of use (either site) with optional training to be provided post go-live.
7	Vendor 1	Support Hours	Post launch support hours are too low for initial years and additional blocks of hours are required to be purchased in advance and expire after 24 months.	Maintenance issues	5	3	15	Negotiate a higher amount of post go-live with no expiration of co-development option to rely on Vendor 1 once implemented.
8	Vendor 1	UI/UX look and feel	The proposed mobile has a slightly dated look and feel and it is not as intuitive as the current system.	Client dissatisfaction	2	2	4	Work with a third party UI/UX design firm to create a more modern and intuitive mobile app.

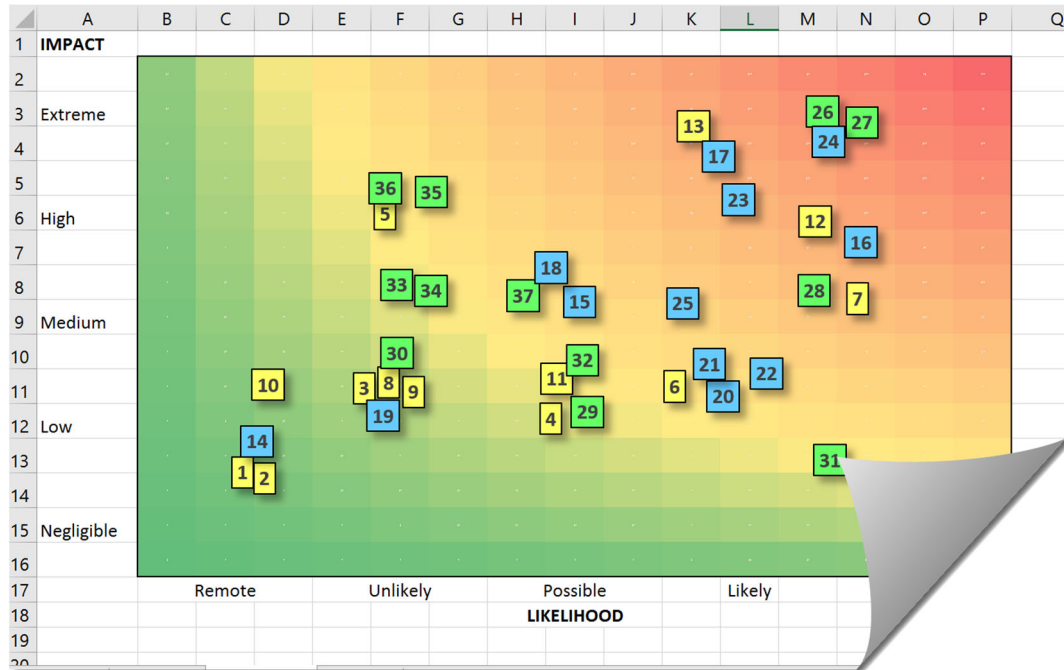


Figure 17 Risk Heat Map

Risks are evaluated at three different levels:

- Project level – these are risks that occur on a daily basis and are handled by the active project manager with PEIA’s project director. They are documented and mitigated continuously. These are not tracked using the tool above.
- Steering Committee level – these are more significant risks, and they are tracked monthly and discussed with Steering. They are tracked using the tools above. Examples of risks are the introduction of new rules, significant issues with the new reporting methodology, loss of key SMEs.
- Board / Public level – these are the highest-level risks that may result in Board-level reports and potentially reported to the public. These include major changes to the organization that could delay the project by 6 months or more or changes in project leadership that could impact the project. These are managed through the Steering Committee.



## Design Verification

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Design verification is defined as overseeing the translation of PEIA's functional and technical requirements into the design of the BAS solution, its workflow, and to a certain extent, elements of its usability. Linea's role is to ensure that the RFP requirements can be traced through to the design, and ultimately delivered as a fully functional software solution. Linea's role is also to ensure that the design is usable and intuitive to all users (both line-of-business and portal users), that the processes implemented meet best practices for the industry, and that the processes are as efficient and as integrated as possible.

This includes the following tasks:

### Requirements Confirmation

- Attending confirmation meetings and documenting the results
- Ensuring all requirements are clearly understood and documented (if adjustments or clarifications are needed)
- Independent verification that the action items, decisions, and parking lot items have appropriate follow up and resolution
- Following up with SMEs on any requirements that are unclear
- Following up with PEIA analysts and SME's to ensure PEIA's full voice and intent is heard and considered in reviewing requirements
- Identifying and resolving gaps in requirements
- Assisting in the review and approval of the Requirements Confirmation deliverables
- Ensuring that the requirement confirmation sessions are completed on time, and all issues are resolved

### Design oversight

- Attending all design sessions during this phase
- Working with BAS vendor to ensure the design process is efficient, that it uses SME time well, and that it produces artifacts that are sufficiently detailed and are written in business- not technical- language
- Ensuring that PEIA's resources understand the functionality being presented and understand how it would work
- Independently verifying the software design meets best practices and professional standards for quality
- Facilitating discussion to ensure all SMEs are active participants
- Working with the BAS vendor to resolve issues that may arise with PEIA staff



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- Working with PEIA staff to resolve issues that may arise with the BAS vendor analysts
- Ensuring that the communication between the design team and the data team is efficient, effective, and on-going
- Working with all parties to help ensure that the design phase completes on-time, and all issues are resolved

### Cybersecurity Design Confirmation

Linea realizes creating cybersecurity requirements at the beginning of the project is a key ingredient to ensuring a secure system, but confirmation the requirements are met in the design of the system is equally important. We will ensure that access controls are in place, that the system has the ability to log and audit activities, patching and updates are planned for in a timely manner, and that the designed architecture maintains confidentiality and integrity of member data, and that appropriate redundancies are designed to withstand a failure of components. We ensure, for example, that user accounts are managed in the manner specified by the requirements.



## Testing Support

This testing support methodology is based on a “hybrid agile” approach to implementation which includes development sprints, verification, and validation testing. We realize that each vendor has their own version of what they define as “agile,” but most vendors follow these general SDLC practices. Linea is capable of adapting our strategy and activities to match any individual vendor’s implementation strategy. The methodology we have described below is one that we have used previously and provides a solid basis to help PEIA understand the steps required for effective testing.

### Test Approach

The test approach is comprised of two key components: The test management process, and test execution strategy:

Test management process will include documentation on the following:

- **Management tools** – Testing artifacts (e.g. test cases, test results) are added, managed, and assigned to testers. The team works from these artifacts in the test management tools.
- **Test design** – The test design process is included in Figure 18:

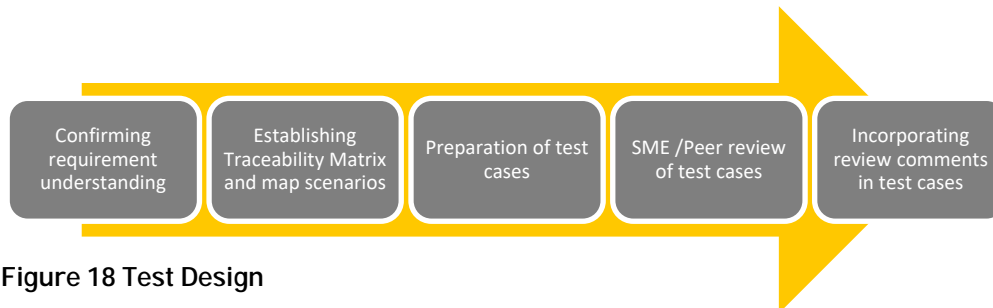


Figure 18 Test Design

- **Test execution** – The test execution process is completed in the test environment and follows the process in Figure 19:



Figure 19 Test Execution

- **Test risks and mitigation factors** – The management process will define test phase risks including schedule, resources, and unique PEIA complexities. Key



risks will be documented and analyzed to determine likelihood, impact, and mitigation approaches. Table 11 illustrates potential risks along with risk mitigation strategies (sample only):

**Table 11 Test Risks & Mitigation Strategies**

No.	Test Risks	Mitigation
1	The BAS vendor system testing has not been completed prior to the scheduled delivery date for PEIA build	Dependencies will be identified, and progress continuously monitored and reported in regular project management meetings. Linea oversight resources will work with vendor as necessary to ensure build quality. Additionally, Linea will manage defect trends that could result in project delays.
2	Testers are not available to test per the defined schedule	Dedicated testing management and proactive resource planning will gauge and continually adjust anticipated testing resource needs.
3	Testers are not adequately trained on the benefits functionality	Resources need to be trained before deliveries occur which need to be tested. PEIA testing resources will be trained early in the project on testing management tools and will be involved in system requirements gathering and design.

**Test execution strategy will include documentation on the following:**

- **Test types** – A definition of each planned testing type. Examples of test types include system, integration, validation, regression, performance, vulnerability and penetration, user acceptance and backup/recovery testing.
- **Entry and exit criteria** – Clear entry and exit criteria will be defined for initiating and completing all testing types included in the test plans for both validation and acceptance tests. The client will determine the exit criteria with our input.
- **Test cycles** – The number of test cycles will be defined by test type. For example, validation testing may require multiple cycles to identify critical defects with some workarounds. Additional cycles may be required to identify other defects and remove gaps in the test scripts. Conversely, acceptance testing may require fewer cycles.
- **Defect management** (and Issue Management) – The tracking and reporting of defects identified during testing will follow an iterative process. Defects will be tracked and linked to scripts with severity and status. Defect management is not just about collecting information and reporting on it; it involves ensuring any reported issues and defects are reported appropriately
- **Test metrics** – Test benchmarks will be established, and test metrics will be captured to measure test progress and quality (defects).





## Testing Execution

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For PEIA, testing execution is often divided into three major components:

- i) **Sprints & Verification Testing** – Performed Iteratively (prior to validation testing)
- ii) **Validation Testing** – Performed several times throughout the project, based upon how the scope of the solution is developed
- iii) **User Acceptance Testing (UAT)** – Either performed once if a Big-Bang implementation is planned, or multiple times if a phased implementation occurs

Below we outline how Linea provides support to these three major testing types, along with some additional tests, and test tools & strategies that can be utilized during the project.

### Sprints & Verification Testing

In this step, the BAS vendor will allow the users to get a much earlier view of the system and confirm that the functionality required is what the vendor is providing. Sprints are performed in iterations where functionality is reviewed and confirmed or modified. Typically, iterations are “time boxed” so that final decisions are forced to be made. Bugs are tracked during Sprints, but the primary focus is on functionality rather than the application working to full standards. The result of the sprints is a design and scope definition that the vendor uses to configure the application for validation testing.

Below are some of the processes and activities that will occur during sprint testing:

- Confirm Sprint Objectives
- Execute Sprint Tests
- Verifying Sprint
- Validation Testing

Linea manages the documentation of errors during sprints, supports WV PEIA with the verification of requirements and advises on any best practices.

### Validation Testing

Once a set of sprints are complete for a Validation Track (set of business areas), the BAS vendor will configure the system, and Validation Testing begins. Design artifacts created and updated during the previous sprints will serve as a scope basis for validation testing. Validation testing is conducted by WV PEIA, with support from Linea management and the BAS vendor. The testers will execute test scripts that validate finalized designs and configurations. The tests are typically tested on all data, but a subset may be initially used depending on limitations. Validation cycles will include testing of complete transaction flows and interactions that are designed for each



business function. PEIA testers will use the test artifacts, step instructions, test scenarios and test scripts to test the functionality of designated business functions.

Below are some of the processes and activities that will occur during validation testing:

- Confirm Validation Testing Objectives
- Execute the Validation Test
- Testing Corrected Defects
- Confirm Entry and Exit Criteria

Linea will assist PEIA in managing the activities during the Validation test phases. We will support the scheduling, detailed resource planning and assignments, and reporting of progress and success metrics. Driven from the previous sprints and verification tests, we will manage the project team in preparing and executing test cases and conditions, performing tests, and triaging and remediating defects.

## UAT

UAT will include full end-to-end testing of all system functionality, including the generation of documents, reports, batch updates, and input/output data interfaces from/to internal and external systems. UAT is conducted with converted data. UAT will have defined test scenarios and test scripts, built from the knowledge Linea gathered through user stories during the requirements gathering phase of the procurement project, and then translated into scripts to validate system functionality and any new business processes. The result of the UAT phases will be the acceptance or rejection of the Rollout. UAT testing will focus more on confirming that real-life, end-to-end new business processes are performing as designed, in a production-like technical environment that utilizes converted legacy data.

Below are some of the processes and activities that will occur during UAT testing:

- Confirm User Acceptance Testing Objectives
- Execute User Acceptance Tests
- Testing Corrected Defects
- Confirm User Acceptance Testing Entry and Exit Criteria

Linea will work with PEIA and the BAS vendor to establish detailed plans for UAT, which will include full business process testing to ensure that the system is ready for deployment to production.



## Regression Testing

We can assist with regression testing by picking specific test cases that the vendor needs to test with each build. We identify and prioritize key tests for regression testing. Finally, we work with the vendor to confirm how they are documenting the testing results.

## Cybersecurity Testing

This type of testing can occur in both validation and UAT portions of the testing period and would cover key control areas that have been identified previously during the cybersecurity review process.

Below are some of the processes and activities that will occur during Cybersecurity testing:

- Confirm Cybersecurity Acceptance Testing Objectives
- Execute Cybersecurity Acceptance Tests
- Testing Corrected Defects

Linea will create a test report that we will review with PEIA and the BAS vendor to ensure a clear understanding of the testing performed, the results obtained, and the corrective actions necessary to ensure that the vulnerabilities are addressed and mitigated.



## Organizational Change Management

In order to support the “people-side” of process and technology changes, Linea uses industry standard Organizational Change Management methodologies to **prepare for**, **manage**, and **reinforce** change at the individual and organizational levels. In our experience, the most effective approach embeds change management efforts throughout process and technology modernization changes. Linea’s overall change management process is shown in Figure 20.

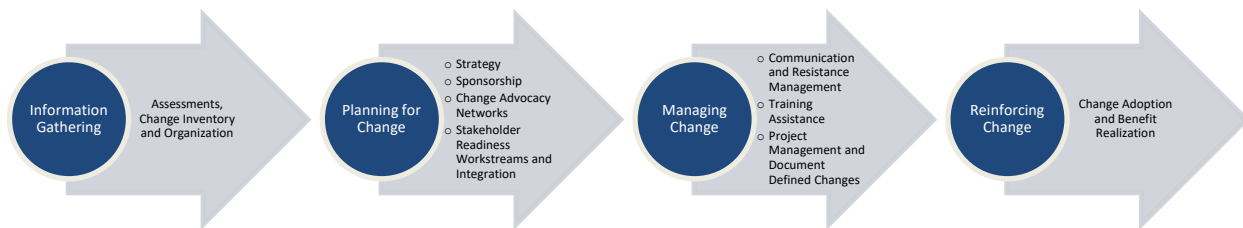


Figure 20 Linea Change Management Process

Linea begins by **gathering information**. We identify stakeholders, conduct assessments, and create inventories to fully understand the nature and anticipated impact of the changes on internal and external stakeholders.

When **planning for changes**, as defined by process and technology enhancements, a detailed change management strategy and plan is developed by Linea, a project sponsorship model is defined, the plan is approved, and the change management delivery team is formed. These activities occur early in the project to continuously support stakeholder readiness for successful change adoption throughout.

**Managing change** includes execution of planned activities. These activities include:

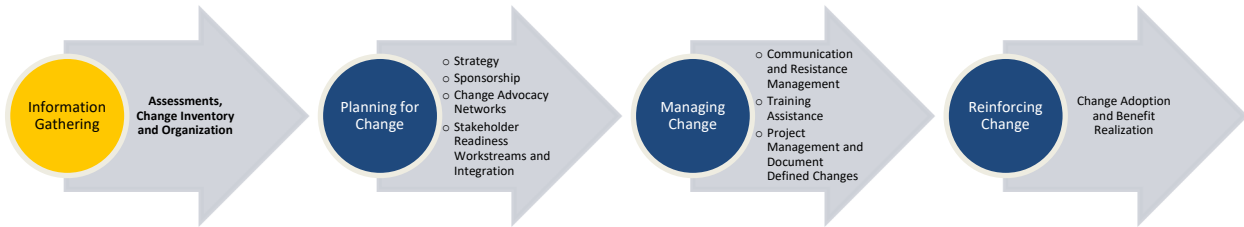
- participation in process and technology changes
- project communications
- training plan creation and material review
- employee engagement and resistance management
- coaching capabilities analysis and training
- 
- These activities occur continuously throughout the project.

In **reinforcing change**, we will analyze the results of the change management activities and identify any gaps in change adoption and compliance, and work with PEIA to implement necessary corrective actions.

These processes are described in detail below.



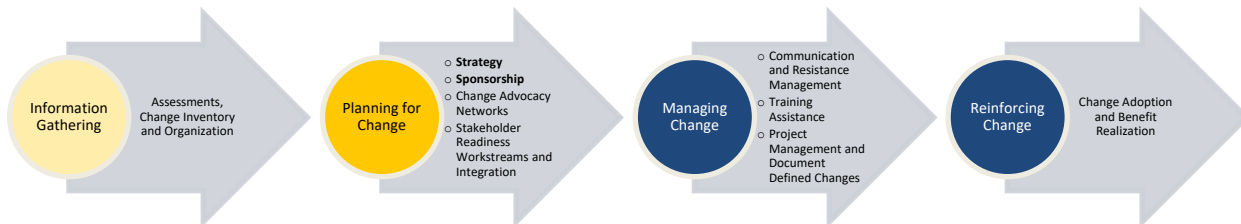
## Information Gathering: Assessments, Change Inventory and Organization



To gather information, Linea will identify key stakeholder groups, assess their needs and preferences, assess the nature of the anticipated changes and stakeholder readiness for these changes, and create the initial stakeholder change impact inventory.

The stakeholder change impact inventory identifies changes that are anticipated to affect people on multiple dimensions across future state PEIA operations. This inventory will organize and track change impacts and change management activities by stakeholder group and will serve as the basis for detailed planning. Additionally, Linea will ensure that the inventory is maintained throughout the project, is refined and updated with more detail, and is aligned with changes across all internal business areas and with external stakeholders.

## Planning for Change: Change Management Strategy & Sponsorship Model



A key component of planning for change includes the development of a change management strategy and sponsorship model. Important elements of successful change management strategies include the early consideration and involvement of stakeholders, managing expectations, and active communications management.

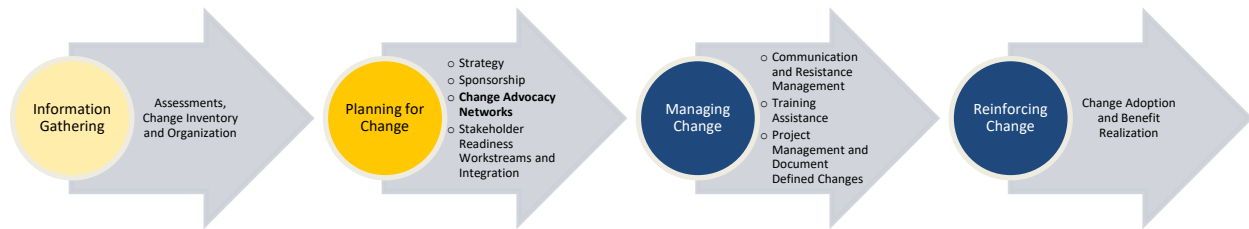
Defining the change management strategy will occur early and will incorporate the program's change management guiding principles, the business case for change, reference Stakeholder Assessment outcomes, and the stakeholder engagement approach. Linea will recommend the strategy and approach, which will drive change planning and execution.

Assembling this information to create and define the strategy will provide an approach for fulfilling common change management fundamental requirements, such as:



- Defining appropriate times to use both one-way and two-way communication
- Methods to engage different stakeholder interests in differing communication channels
- Resolution to business pain points
- “What’s-in-it-for-me” messaging by stakeholder group.

### Planning for Change: Change Advocacy Networks



Another key component of Linea’s OCM planning framework is to create an **internal change advocacy network**. As a general best practice, for larger-scope change, more time should be spent with preparing smaller audiences for change.

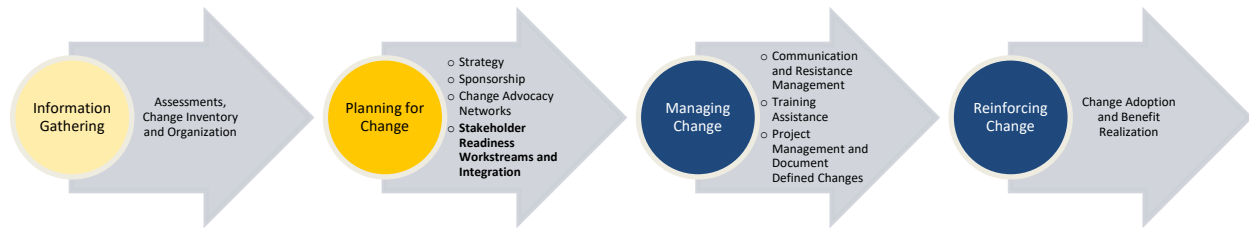
The change advocacy network can be the mechanism to distributed change management delivery and will be beneficial in several ways. It:

- Embeds trusted advocates throughout the organization to support and promote the change
- Delivers tactical communications
- Validates communication plans and messages
- Validates perceived impacts
- Identifies resistance
- Shares ideas
- Can help engage stakeholders and increase behavioral change adoption through informal communication.

This approach is proven to provide message reinforcement and a dynamic channel for two-way communication throughout an organization.

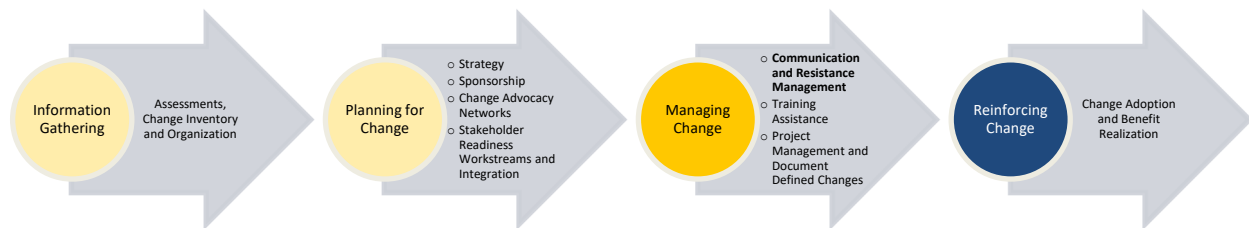


## Planning for Change: Stakeholder Readiness Workstreams and Integration



Linea will develop stakeholder readiness workstreams of activity where changes will be managed. These workstreams will focus on internal groups of PEIA staff and their business units (management, coaching, organization, and processes). Another key stakeholder-centric workstream of activity will focus on the impacted external stakeholders. Members, retirees, and other external stakeholder groups will be organized into workstreams of OCM activity. Changes will be managed within these stakeholder-centric workstreams with initial stakeholder assessments serving as input for organization and customized OCM delivery based on unique stakeholder needs.

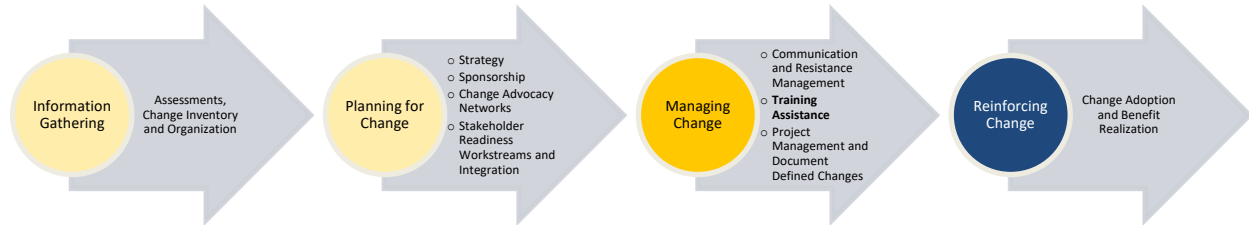
## Managing Change: Communication and Resistance Management



A detailed communication plan, rooted in change management best practices, is a critical component to managing the risk of significant stakeholder change resistance. A certain level of resistance comes with every change by nature, but without a detailed and high-quality communication plan, pockets of significant resistance may grow larger and can lead to distrust and project derailment. This causes delays, cost overruns and failures in the worst-case scenario. Linea will develop a communication plan that leverages established best practices and minimizes the risk of escalating resistance.



## Managing Change: Training Assistance



Training is an essential change management element of any OCM or system implementation initiative. Linea will provide assistance and expertise in the development and delivery of training plans and materials to ensure users are ready for new business processes, procedures, and system operations.

### Establishing an Agency Training Program

When performing OCM, Linea works with each client to ensure the organization has an internal training group that will manage the training activities for the project. We will work with PEIA to establish the internal training department and ensure the general principals of training we use, will be conveyed to the team. The training agency will have access to Linea's library of OCM tools and practices, and sessions will be planned to instruct PEIA change leaders on effectively training and leading the agency.

### Training Material Development for Staff

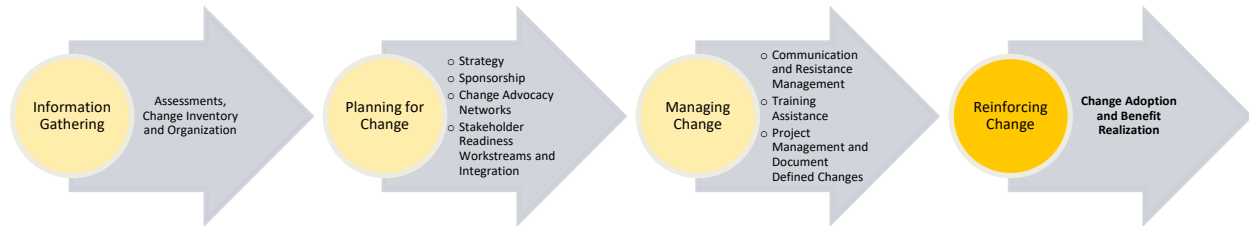
Linea understands that process and technology training materials are key tools of change management.

As functional user testing and rollout dates approach, Linea will assist with the review of training materials for internal business users. The goal of this training effort is to give users mastery over their respective processes. Linea will review training materials along with PEIA SMEs, to make sure the material and learning sequence is appropriately planned and executed. We will not only review the material but will provide guidance to best practice learning approaches.





## Reinforcing Change: Change Adoption and Benefit Realization



After changes have been implemented and at significant project milestones, an often-overlooked component of change management includes analyzing the effectiveness of change management outcomes. Linea analysts will identify any gaps in change adoption and compliance across stakeholder groups, and work with PEIA to implement necessary corrective actions to ensure that anticipated business benefits are realized.



TITLE	Linea Response to PEIA RFO for IT Consultant for RFP Services		
DATE	10/6/2020	PAGE	90 of 91

# ACKNOWLEDGEMENT OF ADDENDUM

Linea has included the completed acknowledgement of Addendum attachment below.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ PEI2100000003**

**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.

Linea Solutions, Inc.

Company

Authorized Signature

10/6/2020

Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.



## WEST VIRGINIA PUBLIC EMPLOYEES INSURANCE AGENCY

RFQ FOR IT CONSULTANT FOR RFP CREATION, ISSUANCE, & AWARD  
CRFQ 0225 PEI2000000003

LINEA SOLUTIONS **COST** RESPONSE | OCTOBER 6, 2020

### **LINEA**SOLUTIONS

4551 GLENCOE AVENUE, SUITE 140  
MARINA DEL REY, CA 90292  
TEL 310.331.8133  
FAX 310.807.4356

CONTACT:  
LON TIGGELAAR  
605-366-4398  
LTIGGELAAR@LINEASOLUTIONS.COM

REQUEST FOR QUOTATION  
Benefits System Solicitation Consulting

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**Attachment A**  
**Pricing Page**

**Vendor Name:** Linea Solutions, Inc.

**Vendor Contact Information**

**Address:** 4551 Glencoe Ave, Suite 140, Marina del Rey, CA 90292

**Phone Number:** 310-331-8133

**E-mail:** ltiggelaar@lineasolutions.com

<b>Development, issuance, and evaluation of RFP and System Implementation</b>
---

\$ 521,960.00
---------------

Payment will be made when the following milestones are met:

25% of total to develop RFP

25% of total to complete evaluation of RFP

25% of total upon award of the Benefits System contract

25% of total upon 6 months implementation services

The signature below binds the Vendor to the pricing submitted for the scope of work to be performed under this RFQ.

**Vendor Signature:** 

**Title:** President & CEO

**Date:** 10/6/2020



## Pricing Breakdown

The following is a more detailed breakdown of pricing.

### Procurement Hours

Resource	Title	Cost
Steve Deininger	Principal Consultant	\$89,760.00
Dana Schappert	Business Analyst	\$147,920.00
Thomas Wilken	Associate Business Analyst	\$24,000.00
Jason Kezwer	Sr. Tech/Security Analyst	\$23,040.00
TRAVEL		\$18,475.00
Discount		-\$18,475.00
TOTAL		\$284,720.00

The above table includes our estimate for all work involved with procuring the new vendor. This includes project initiation, requirements gathering, RFP writing, the procurement process, vendor selection, and contract negotiations.

Due to the current situation surrounding COVID, we do not believe it is likely that we will travel during the first few months of this phase. In later months, we estimate roughly \$18,475 in travel expenses. However, we have decided to discount the estimated travel from the total for this phase of the project.

### Implementation Support Services

Implementation Support Services are calculated by month. The breakdown of costs is shown below. This monthly cost would be the same for all 6 months of support services

Resource	Title	Cost
Steve Deininger	Principal Consultant	\$10,200.00
Dana Schappert	Business Analyst	\$17,200.00
Thomas Wilken	Associate Business Analyst	\$8,000.00
TRAVEL		\$4,140.00
SUBTOTAL (1 Month)		\$39,540.00
TOTAL (6 Months)		\$237,240.00

The Project total for both procurement and 6 months of implementation services is:  
**\$521,960.00.**

## WV STATE GOVERNMENT

### HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

- a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
- b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
- c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
- d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
- e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111<sup>th</sup> Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

## 2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.



### 3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
  - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
  - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
  - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
  - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

**f. Support of Individual Rights.**

- i. Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

  - the date of disclosure;
  - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
  - a brief description of the PHI disclosed; and
  - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. **Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. **Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. **Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at [www.state.wv.us/admin/purchase/vrc/agencyli.htm](http://www.state.wv.us/admin/purchase/vrc/agencyli.htm) and,

unless otherwise directed by the Agency in writing, the Office of Technology at [incident@wv.gov](mailto:incident@wv.gov) or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is named as an adverse party.

#### 4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

#### 5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: \_\_\_\_\_

Name of Associate: Linea Solutions, Inc.

Signature: \_\_\_\_\_

Signature: 


Title: \_\_\_\_\_

Title: Akio Tagawa, President & CEO

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

Date: 10/06/2020

Form - WVBA-012004  
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th  
DAY OF Jan 20 17  
  
Patrick Morrissey  
Attorney General  
BY \_\_\_\_\_



## Appendix A

**Name of Associate:** Linea Solutions, Inc.

**Name of Covered Entity Agency(ies):** The West Virginia Public Employees Insurance Agency (PEIA)

Describe the PHI. If not applicable please indicate the same.

Per 45 CFR, Part 160.103

Health information means any information, whether oral or recorded in any form or medium, that:

- (1) Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and
- (2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

Individually identifiable health information is information that is a subset of health information, including demographic information collected from an individual, and:

- (1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
- (2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
  - (i) That identifies the individual; or
  - (ii) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Protected health information means individually identifiable health information:

- (1) Except as provided in paragraph (2) of this definition, that is:
  - (i) Transmitted by electronic media;
  - (ii) Maintained in electronic media; or
  - (iii) Transmitted or maintained in any other form or medium.

The information provided to the Associate, pursuant to the Agreement for the purpose(s) of providing Information Technology consulting services, including an overview of some and/or all of the platforms and/or applications being used by PEIA, including the interfaces with PEIA's Business Associates and/or other partners will include the minimum necessary to perform the services thereunder and will specifically include, but may not be limited to the following definitions, terms, and/or conditions:

- a) PEIA member individually identifiable health information or protected health information, including but not necessarily limited to, name(s), names of dependent(s), specific identifying information, e.g. address(es), date(s) of birth, social security number(s), policy number(s), medical and/or pharmaceutical claim(s) information, claims payment information, PEIA system(s), etc. necessary for use by the Associate in evaluating the type(s) of application(s), platform(s) and/or interface(s).
- b) PII/PHI of members of the Covered Entity(ies) for use in assessing data migration, portability, and reliance(s) on systems, applications, and/or platforms.
- c) PII/PHI data management for use in procurement of services, claims tracking, claims modeling, data analytics, healthcare payment system(s) management, actuarial and underwriting analysis, selection bias, and plan design modeling and simulation.
- d) The PII/PHI referenced in section (a) of this Appendix A may include, but not be limited to PII/PHI provided to the Covered Entity(ies) by their benefits administrator(s) and/or managers such as those who handle and/or manage health benefits, pharmacy benefits, dental and vision benefits, retiree health benefits, or other health and wellness benefits provided by the Covered Entity(ies).
- e) PEIA member individually identifiable health information or protected health information necessary to allow the Covered Entity(ies) and the Associate to perform their statutory business function(s) in accordance with the service agreement(s) and/or State and/or Federal law(s).
- f) In performing the scope of work under this agreement, the Associate shall take every reasonable step to ensure that only the minimum necessary information is released and/or disclosed for purposes of performing its duties and obligations under this contract and Addendum.
- g) The Associate, including any and/or all subcontractors utilized by the Associate in the performance of this contract, agrees to comply with any and/or all applicable provisions of the Health Information Technology for Economic and Clinical Health (HITECH) Act enacted as part of the American Recovery and Reinvestment Act (ARRA) of 2009, including the Omnibus Rule Provisions that went in force in 2013. Such provisions include, but are not limited to:
  - a. Adherence to NIST Standard(s) 800-53 and 800-66.
  - b. All WV PEIA data at rest shall be encrypted
  - c. Any and/or all PII/PHI data transfers performed under the scope of this contract shall occur in a secure format agreed upon by both parties.
  - d. The Covered Entities reserve the right to conduct audits of the Associate to assess compliance with HIPAA/HITECH and the Omnibus Rules. The terms and/or conditions of such audits shall be mutually agreed upon by the Associate and the Covered Entity(ies).
  - e. The Associate shall provide vendor assurance(s) that the terms and conditions of this Business Associate Agreement have been conveyed to any and/or all subcontractors who may perform work on this contract or that may have access to the PII/PHI of the Covered Entity(ies)
- h) Any and/or all PII/PHI data stored by the Associate and any and/or all subcontractors to this agreement shall be stored on servers located within the continental United States.



## **Data Exchange – Data Management Addendum**

### **1. Definitions:**

Acceptable alternative data center location means a country that is identified as providing equivalent or stronger data protection than the United States, in terms of both regulation and enforcement. DLA Piper's Privacy Heatmap shall be utilized for this analysis and may be found at <https://www.dlapiperdataprotection.com/index.html?t=world-map&c=US&c2=IN>.

Authorized Persons means the service provider's employees, contractors, subcontractors or other agents who have responsibility in protecting or have access to the public jurisdiction's personal data and non-public data to enable the service provider to perform the services required.

Data Breach means the unauthorized access and acquisition of unencrypted and unredacted personal data that compromises the security or confidentiality of a public jurisdiction's personal information and that causes the service provider or public jurisdiction to reasonably believe that the data breach has caused or will cause identity theft or other fraud.

Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Non-Public Data means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the public jurisdiction because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Personal Data means data that includes information relating to a person that identifies the person by first name or first initial, and last name, and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, state identification card); financial account information, including account number, credit or debit card numbers; or protected health information (PHI).

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

Public Jurisdiction means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.

Public Jurisdiction Data means all data created or in any way originating with the public jurisdiction, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the public jurisdiction, whether such data or output is stored on the public jurisdiction's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by the public jurisdiction or by the service provider.

Public Jurisdiction Identified Contact means the person or persons designated in writing by the public jurisdiction to receive security incident or breach notification.

Restricted data means personal data and non-public data.

Security Incident means the actual unauthorized access to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a public jurisdiction's unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

Service Provider means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

Software-as-a-Service (SaaS) means the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

**2. Data Ownership:** The public jurisdiction will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the public jurisdiction's written request.

**3. Data Protection and Privacy:** Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of public jurisdiction information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of public jurisdiction information and comply with the following conditions:

- a) The service provider shall implement and maintain appropriate administrative, technical and physical security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. In Appendix A,

the public jurisdiction shall indicate whether restricted information will be processed by the service provider. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind. The service provider shall ensure that all such measures, including the manner in which personal data and non-public data are collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Addendum and shall survive termination of the underlying contract.

- b) The service provider represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data and non-public data do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations, policies and directives.
- c) The service provider shall support third-party multi-factor authentication integration with the public jurisdiction third-party identity provider to safeguard personal data and non-public data.
- d) If, in the course of its engagement by the public jurisdiction, the service provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, the service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the service provider's sole cost and expense. All data obtained by the service provider in the performance of this contract shall become and remain the property of the public jurisdiction.
- e) All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data.
- f) Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit, in accordance with recognized industry practice. The public jurisdiction shall identify data it deems as non-public data to the service provider.
- g) At no time shall any data or process – that either belong to or are intended for the use of a public jurisdiction or its officers, agents or employees — be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the public jurisdiction.
- h) The service provider shall not use or disclose any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- i) Data Location. For non-public data and personal data, the service provider shall provide its data center services to the public jurisdiction and its end users solely from data centers in the U.S. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its

U.S. data centers. With agreement from the public jurisdiction, this term may be met by the service provider providing its services from an acceptable alternative data center location, which agreement shall be stated in Appendix A. The Service Provider may also request permission to utilize an acceptable alternative data center location during a procurement's question and answer period by submitting a question to that effect. The service provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support.

**4. Security Incident or Data Breach Notification:** The service provider shall inform the public jurisdiction of any confirmed security incident or data breach.

- a) Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law or contained in the contract. Discussing security incidents with the public jurisdiction shall be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes defined by law or contained in the contract.
- b) Security Incident Reporting Requirements: The service provider shall report a confirmed Security Incident as soon as practicable, but no later than twenty-four (24) hours after the service provider becomes aware of it, to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and (3) the public jurisdiction point of contact for general contract oversight/administration. The following information shall be shared with the public jurisdiction: (1) incident phase (detection and analysis; containment, eradication and recovery; or post-incident activity), (2) projected business impact, and, (3) attack source information.
- c) Breach Reporting Requirements: Upon the discovery of a data breach or unauthorized access to non-public data, the service provider shall immediately report to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and the public jurisdiction point of contact for general contract oversight/administration.

**5. Breach Responsibilities:** This section only applies when a data breach occurs with respect to personal data within the possession or control of the service provider.

- a) Immediately after being awarded a contract, the service provider shall provide the public jurisdiction with the name and contact information for an employee of service provider who shall serve as the public jurisdiction's primary security contact and shall be available to assist the public jurisdiction twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a data breach. The service provider may provide this information in Appendix A.



- b) Immediately following the service provider's notification to the public jurisdiction of a data breach, the parties shall coordinate cooperate with each other to investigate the data breach. The service provider agrees to fully cooperate with the public jurisdiction in the public jurisdiction's handling of the matter, including, without limitation, at the public jurisdiction's request, making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law and regulation.
- c) Within 72 hours of the discovery, the service provider shall notify the parties listed in 4(c) above, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the personal data; (4) description of where the personal data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.
- d) The service provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further data breach at the service provider's expense in accordance with applicable privacy rights, laws and regulations and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- e) If a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach (or other similar publication if the named publication has not issued an updated average per record per cost in the last 5 years at the time of the data breach); and (5) complete all corrective actions as reasonably determined by service provider based on root cause. The service provider agrees that it shall not inform any third party of any data breach without first obtaining the public jurisdiction's prior written consent, other than to inform a complainant that the matter has been forwarded to the public jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the data breach. Except with respect to where the service provider has an independent legal obligation to report a data breach, the service provider agrees that the public jurisdiction shall have the sole right to determine: (1) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the public jurisdiction's discretion; and (2) the contents of such notice, whether any

type of remediation may be offered to affected persons, and the nature and extent of any such remediation. The service provider retains the right to report activity to law enforcement.

**6. Notification of Legal Requests:** The service provider shall contact the public jurisdiction upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the public jurisdiction's data under this contract, or which in any way might reasonably require access to the data of the public jurisdiction. The service provider shall not respond to subpoenas, service of process and other legal requests related to the public jurisdiction without first notifying the public jurisdiction, unless prohibited by law from providing such notice.

**7. Termination and Suspension of Service:**

- a) In the event of a termination of the contract, the service provider shall implement an orderly return of public jurisdiction data within the time period and format specified in the contract (or in the absence of a specified time and format, a mutually agreeable time and format) and after the data has been successfully returned, securely and permanently dispose of public jurisdiction data.
- b) During any period of service suspension, the service provider shall not take any action to intentionally erase any public jurisdiction data.
- c) In the event the contract does not specify a time or format for return of the public jurisdiction's data and an agreement has not been reached, in the event of termination of any services or agreement in entirety, the service provider shall not take any action to intentionally erase any public jurisdiction data for a period of:
  - 10 days after the effective date of termination, if the termination is in accordance with the contract period
  - 30 days after the effective date of termination, if the termination is for convenience
  - 60 days after the effective date of termination, if the termination is for cause

After such period, the service provider shall have no obligation to maintain or provide any public jurisdiction data and shall thereafter, unless legally prohibited, delete all public jurisdiction data in its systems or otherwise in its possession or under its control.

- d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the Contract.
- e) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.

**8. Background Checks:** The service provider shall conduct criminal background checks in compliance with W.Va. Code §15-2D-3 and not utilize any staff to fulfill the obligations

of the contract, including subcontractors, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among the service provider's employees and agents.

**9. Oversight of Authorized Persons:** During the term of each authorized person's employment or engagement by service provider, service provider shall at all times cause such persons to abide strictly by service provider's obligations under this Agreement and service provider's standard policies and procedures. The service provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of personal data by any of service provider's officers, partners, principals, employees, agents or contractors.

**10. Access to Security Logs and Reports:** The service provider shall provide reports to the public jurisdiction in CSV format agreed to by both the service provider and the public jurisdiction. Reports shall include user access (successful and failed attempts), user access IP address, user access history and security logs for all public jurisdiction files and accounts related to this contract.

**11. Data Protection Self-Assessment:** The service provider shall perform a Cloud Security Alliance STAR Self-Assessment by completing and submitting the "Consensus Assessments Initiative Questionnaire" to the Public Jurisdiction Identified Contact. The service provider shall submit its self-assessment to the public jurisdiction prior to contract award and, upon request, annually thereafter, on the anniversary of the date of contract execution. Any deficiencies identified in the assessment will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

**12. Data Center Audit:** The service provider shall perform an audit of its data center(s) at least annually at its expense and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any deficiencies identified in the report or approved equivalent will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

**13. Change Control and Advance Notice:** The service provider shall give 30 days, advance notice (to the public jurisdiction) of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics.

**14. Security:**

- a) At a minimum, the service provider's safeguards for the protection of data shall include: (1) securing business facilities, data centers, paper files, servers, back-up

systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (2) implementing network, device application, database and platform security; (3) securing information transmission, storage and disposal; (4) implementing authentication and access controls within media, applications, operating systems and equipment; (5) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (6) providing appropriate privacy and information security training to service provider's employees.

- b) The service provider shall execute well-defined recurring action steps that identify and monitor vulnerabilities and provide remediation or corrective measures. Where the service provider's technology or the public jurisdiction's required dependence on a third-party application to interface with the technology creates a critical or high risk, the service provider shall remediate the vulnerability as soon as possible. The service provider must ensure that applications used to interface with the service provider's technology remain operationally compatible with software updates.
- c) Upon the public jurisdiction's written request, the service provider shall provide a high-level network diagram with respect to connectivity to the public jurisdiction's network that illustrates the service provider's information technology network infrastructure.

**15. Non-disclosure and Separation of Duties:** The service provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of public jurisdiction data to that which is absolutely necessary to perform job duties.

**16. Import and Export of Data:** The public jurisdiction shall have the ability to securely import, export or dispose of data in standard format in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the public jurisdiction to import or export data to/from other service providers identified in the contract (or in the absence of an identified format, a mutually agreeable format).

**17. Responsibilities:** The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the cloud services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the service provider.

**18. Subcontractor Compliance:** The service provider shall ensure that any of its subcontractors to whom it provides any of the personal data or non-public data it receives hereunder, or to whom it provides any personal data or non-public data which the service provider creates or receives on behalf of the public jurisdiction, agree to the restrictions, terms and conditions which apply to the service provider hereunder.

**19. Right to Remove Individuals:** The public jurisdiction shall have the right at any time to require that the service provider remove from interaction with public jurisdiction any



service provider representative who the public jurisdiction believes is detrimental to its working relationship with the service provider. The public jurisdiction shall provide the service provider with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The service provider shall not assign the person to any aspect of the contract without the public jurisdiction's consent.

**20. Business Continuity and Disaster Recovery:** The service provider shall provide a business continuity and disaster recovery plan executive summary upon request. Lack of a plan will entitle the public jurisdiction to terminate this contract for cause.

**21. Compliance with Accessibility Standards:** The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

**22. Web Services:** The service provider shall use web services exclusively to interface with the public jurisdiction's data in near real time when possible.

**23. Encryption of Data at Rest:** The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data.

**24. Subscription Terms:** Service provider grants to a public jurisdiction a license to:

- a. Access and use the service for its business purposes;
- b. For SaaS, use underlying software as embodied or used in the service; and
- c. View, copy, upload, download (where applicable), and use service provider's documentation.

**25. Equitable Relief:** Service provider acknowledges that any breach of its covenants or obligations set forth in Addendum may cause the public jurisdiction irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the public jurisdiction is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the public jurisdiction may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Addendum to the contrary.

AGREED:

Name of Agency: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name of Vendor: Linea Solutions, Inc.

Signature: \_\_\_\_\_

Title: Akio Tagawa, President & CEO

Date: 10/06/2020

## Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. Required information not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Service Provider/Vendor: Linea Solutions, Inc.

Name of Agency: \_\_\_\_\_

### Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?  
Yes ☒  
No ☐
2. If yes to #1, does the restricted information include personal data?  
Yes ☒  
No ☐
3. If yes to #1, does the restricted information include non-public data?  
Yes ☒  
No ☐
4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.?  
Yes ☐  
No ☒
5. Provide name and email address for the Department privacy officer:  
Name: Thomas Miller  
Email address: thomas.d.miller@wv.gov

### Vendor/Service Provider's required information:

6. Provide name and contact information for vendor's employee who shall serve as the public jurisdiction's primary security contact:  
Name: Matthew Hathaway-Bates  
Email address: mhathaway-bates@lineasolutions.com  
Phone Number: 424-299-0919

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**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.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "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.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "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. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

**Initial Contract Term:** **Initial Contract Term:** This Contract becomes effective on UPON AWARD and extends for a period of ONE (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to ONE (1) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery 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.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division 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 Purchasing Division 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.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy 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. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, 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** in at least an amount of: \$1,000,000.00 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: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

☐☐☐☐



Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. 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.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_

☐ Liquidated Damages Contained in the Specifications

**12. 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.

**13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. 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.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. 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.

**17. 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 vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. 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.

**19. CANCELLATION:** The Purchasing Division 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 Purchasing Division 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 § 148-1-5.2.b.

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

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

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. 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. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. 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, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. 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.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division 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.

**27. 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, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or 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.

**29. 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.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will 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. 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>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. 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.

**SUBCONTRACTOR COMPLIANCE:** 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 this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a 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 and/or unreasonable restraints 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.



**34. 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.

**35. 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.

**36. 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.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. 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.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division 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. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. 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 the Capitol complex 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 Capitol complex 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 at the Capitol complex 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.

Revised 01/09/2020

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

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a



“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

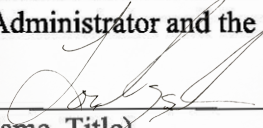
All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. 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.

**45. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.



**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

  
\_\_\_\_\_  
(Name, Title)

Lon Tiggelaar, Vice President - Business Development

\_\_\_\_\_  
(Printed Name and Title)

4551 Glencoe Ave, Suite 140, Marina del Rey, CA 90292

\_\_\_\_\_  
(Address)

605-366-4398

\_\_\_\_\_  
(Phone Number) / (Fax Number)

ltiggelaar@lineasolutions.com

\_\_\_\_\_  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, 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 State 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.

Linea Solutions, Inc.

\_\_\_\_\_  
(Company)

  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

Akio Tagawa, President & CEO

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

10/6/2020

\_\_\_\_\_  
(Date)

310-261-1333

\_\_\_\_\_  
(Phone Number) (Fax Number)



Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Centralized Request for Quote  
Service - Prof

Proc Folder: 772719

Doc Description: IT CONSULTANT FOR RFP CREATION, ISSUANCE, & AWARD

Reason for Modification:

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2020-09-22	2020-10-06 13:30	CRFQ 0225 PEI2100000003	1

BID RECEIVING LOCATION

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

VENDOR

Vendor Customer Code:

Vendor Name : Linea Solutions, Inc

Address :

Street : 4551 Glencoe Ave, Suite 140

City : Marina del Rey

State : CA Country : USA Zip : 90292

Principal Contact : Lon Tiggelaar

Vendor Contact Phone: 605-366-4398 Extension:

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey  
(304) 558-0094  
melissa.k.pettrey@wv.gov

Vendor  
Signature X

FEIN# 95-4723968

DATE 10/06/2020

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION****Request for Quotation**

The West Virginia Purchasing Division is soliciting bids on behalf of WV Public Employees Insurance Agency (PEIA) to establish a contract for an experienced consultant to help design and administer a Request for Proposal (RFP) to obtain a new computer system to maintain insurance eligibility, billing, online customer interface and customer relationship management per specifications and terms and conditions as attached hereto.

Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

**INVOICE TO**

PUBLIC EMPLOYEES INSURANCE  
STE 2  
601 57TH ST SE  
CHARLESTON WV 25304  
US

**SHIP TO**

PUBLIC EMPLOYEES INSURANCE  
STE 2  
601 57TH ST, SE  
CHARLESTON WV 25304  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Information technology consultation services				

Comm Code	Manufacturer	Specification	Model #
80101507			

**Extended Description:**

Information technology consultation services

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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	Document Phase	Document Description	Page 3
PEI2100000003	Final	IT CONSULTANT FOR RFP CREATION, ISSUANCE, & AWARD	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions