



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

Solicitation

NUMBER
INS13021

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD 304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

INSURANCE COMMISSION

1124 SMITH STREET
 CHARLESTON, WV
 25305-0540 304-558-3707

DATE PRINTED
04/10/2013

BID OPENING DATE: 05/15/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		948-42		
<p>REQUEST FOR PROPOSAL</p> <p>THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA DEPARTMENT OF REVENUE, OFFICES OF THE INSURANCE COMMISSIONER LOCATED AT 1124 SMITH STREET, CHARLESTON WV 25301 REQUEST A PROPOSAL TO PROVIDE IN PERSON ASSISTANCE SERVICES AND OVERSIGHT FOR THE FEDERALLY ADMINISTERED WEST VIRGINIA HEALTH BENEFIT MARKETPLACE PER THE ATTACHED SPECIFICATIONS.</p> <p>BID OPENING: MAY 15, 2013 AT 1:30 PM SEE ATTACHED INSTRUCTIONS TO BIDDERS</p> <p>HEALTH CARE MANAGEMENT</p> <p>REQUEST FOR PROPOSAL TO PROVIDE IN-PERSON ASSISTANCE SERVICES AND OVERSIGHT FOR THE FEDERALLY ADMINISTERED WEST VIRGINIA HEALTH BENEFIT MARKETPLACE.</p> <p>REFERENCE THE ATTACHED INSTRUCTIONS TO BIDDERS AND TERMS AND CONDITIONS.</p>						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

REQUEST FOR PROPOSAL
State of West Virginia
Offices of the Insurance Commissioner
INS13021

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SECTION ONE: GENERAL INFORMATION

- 1. Purpose: The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the "Purchasing Division") is soliciting proposals pursuant to **West Virginia Code §5A-3-10b** for the WV Offices of the Insurance Commissioner (hereinafter referred to as the "Agency") for an In-Person Assistance vendor to provide In-Person Assistance services and oversight for the federally-administered WV Health Benefit Marketplace.
- 2. By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this Request for Proposal ("RFP").

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

3. Schedule of Events:

Vendor's Written Questions Submission Deadline	04/24/2013
Mandatory Pre-bid Conference	N/A
Addendum Issued.....	TBD
Bid Opening Date.....	05/15/2013
Oral Presentation (<i>Agency Option</i>)	TBD

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SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: April 24, 2013

Submit Questions to:

Connie Oswald

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-3970

Email: Connie.S.Oswald@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID
BUYER: _____
SOLICITATION NO.: _____
BID OPENING DATE: _____
BID OPENING TIME: _____
FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus 5 convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

- 7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

May 15, 2013 at 1:30 pm

Bid Opening Location:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

- 8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

REQUEST FOR PROPOSAL

State of West Virginia
Offices of the Insurance Commissioner
INS13021

SECTION THREE: GENERAL TERMS AND CONDITIONS

Instructions begin on attached page. Additional Conflict of Interest terms are outlined in Attachment B: Mandatory Specification Checklist.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

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

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

 - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

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

 - 2.8 **"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: 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 must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to Two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall 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 Purchase Order 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. **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.
7. **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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- [] **BID BOND:** All Vendors shall furnish a 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 []. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

[] **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 issued and 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.

[] **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.

[✓] **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

[] **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

[] **Commercial General Liability Insurance:**
[] or more.

[] **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

[] []

[] []

[] []

[] []

[] []

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 above.

[] **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[]

[]

[]

[]

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

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

	for

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.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** 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, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. 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.
- 31. 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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.
- 34. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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.
- 36. 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.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. 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>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid 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 RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid 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 on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid 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.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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.

- 46. 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.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to 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"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.

50. 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.

51. 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.

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

52. 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 heath, 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:

- a. 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
- b. 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.

53. 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.

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SECTION FOUR: PROJECT SPECIFICATIONS

1. **Location:** The West Virginia Offices of the Insurance Commissioner is located at 1124 Smith St., Charleston, WV, 25301.
2. **Background and Current Operating Environment:** In March 2010, the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010 were signed into law. The two laws are collectively referred to as the Affordable Care Act (ACA). The ACA provides grant funding to states to assist with planning, developing, and implementing parts of the ACA.

In February 2013, WV announced it would become a Partnership state, meaning the State has chosen to take on the functionalities of Plan Management and Consumer Assistance related to the Marketplace. The Marketplace will serve as an online portal for consumers to compare information on available health plan options, enroll in plans, and receive subsidies if financially eligible. The Consumer Assistance function requires the State to develop an In-Person Assistance Program to help individuals with the enrollment process and ensure a smooth and seamless application experience. Through an agreement with the Centers for Medicaid and Medicare Services (CMS), the State shall develop, manage, and maintain an appropriate In-Person consumer Assistance Program.

In-Person Assisters will be expected to possess:

- A strong connection to the communities that the Marketplace will serve;
- The ability to successfully complete comprehensive training on the Marketplace and public and private options available in the State; and,
- The time and resources to provide case management services for consumers with questions and concerns that require communication and follow up with other State entities.

Through this procurement, the State expects to contract with a vendor to provide IPA services via its own staff and sub-grant with a wide variety of organizations to best serve the varied populations of the State.

3. **Scope of Work:** The Scope of Work is divided into sections below. Vendors must bid on all work included in this section, including all subsections. The vendor will be required to sub-grant with at least one non-profit or provider organization in each region outlined within the map in Attachment F. In addition, the vendor will be required to provide at least one staff member or subcontracted IPA per county, and may be required to provide additional staff as needed if an inability to sub-grant in a given region exists. Given the unique flexibility this program shall require, the OIC and the vendor will develop a change control process by which program modifications may be made. . The OIC shall have final authority on all sub-grantees selected by the vendor to fulfill its duties and retains the ability to determine the IPA strategy and location for IPA entities that best meet the

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needs of the consumers in WV. Note that IPAs may be required to locate in state, county, and local facilities as determined by the State, and the vendor will be responsible for providing oversight to these IPAs.

This Scope of Work includes those tasks associated with the overall planning and analysis to support the State in the development, design, and oversight of the State's In-Person Assistance Program. The following tasks are preliminarily identified as necessary for such planning and implementation, but it is expected that the selected contractor will be assisting the State with identifying key questions, analysis, and decision points required for the successful implementation of the program. The State will require the vendor to describe how they will approach each requested outcome. A proposed timeline for program design and implementation has been provided in Attachment H.

The contractor must provide the WVOIC with a strategic, organized plan on how they will provide consumers with assistance in applying for an insurance affordability program (including, but not limited to, Qualified Health Plans via the Health Benefit Marketplace, Medicaid, and CHIP). The contractor shall develop, in conjunction with the OIC and its other vendors, a needs assessment of the State to determine if resources are being allocated to the most appropriate locations. Provided below is an outline of the key points that **must** be addressed, at a minimum, within the strategic plan and assessment:

- Methodology for satisfying the 55 IPA (1 IPA per county minimum) vendor requirement (Please see Attachment F for a map of the State);
- Process for selection of sub-grantee recipients;
- Strategy for ensuring all IPAs have completed training and certification process and methodology for communicating ongoing training updates;
- A county-by-county analysis on the number of IPAs that should be present in each county and the approach to meeting this goal, as well as identification of locations within each county by which IPAs should be placed;
- Process by which the vendor will monitor IPA Entities and IPAs on a routine basis (at least weekly) to ensure compliance with contractual and federal requirements;
- Process by which vendor will identify and confirm that hard-to-reach populations' needs are being met; and,
- The strategy by which the vendor will integrate with other State agencies that provide comparable services and will serve as a networking system for individuals seeking insurance coverage

Responses to this RFP must provide a clear explanation of how the vendor's proposed plan will address an unmet need and why the vendor, or its' sub-grantees, are qualified to conduct enrollment assistance and/or provide program oversight. The vendor must provide an efficient and cost effective plan for education and in-person enrollment services. The vendor shall describe its

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approach to placing a sufficient number of IPAs at sites that are accessible and convenient to the population being served, and identifying the necessary resources needed to fulfill this obligation. Sites must include a range of locations that contain a significant need for in-person assistance services.

4. **Qualifications and Experience:** Vendors will provide in **Attachment A: Vendor Response Sheet** information regarding their firm, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.
 - 4.1. Organizational overview
 - 4.2. Previous staff experience in similar projects within the past 5 years
 - 4.3. Previous vendor experience on similar projects
 - 4.4. Proposed staffing model for In-Person Assistance Program
 - 4.5. Number of years of Project Management experience with projects of a comparable magnitude.
 - 4.6. Number of years working with the Affordable Care Act at the State and local level

5. **Project and Goals:** The project goals and objectives are:
 - 5.1. Provide unbiased and accurate eligibility and enrollment information to consumers
 - 5.2. Provide unbiased and accurate information on Qualified Health Plan options and other affordability programs that best meet the consumer's needs in selecting a health plan
 - 5.3. Identify, educate and enroll hard-to-reach and vulnerable populations, answering consumer questions in the process
 - 5.4. Draft enrollment plan and operational procedures for WVOIC review
 - 5.5. Leverage and support current outreach efforts, organizations and resources

6. **Vendor Deliverables:** Vendors will provide in Attachment A: Vendor Response Sheet information regarding their firm's approach to meeting the outlined deliverables within each of the corresponding subsections. This includes descriptions of the vendor's process for helping to

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insure the uninsured and the methodology by which education and outreach will be provided to consumers; logistical information related to the program design; and other businesses processes as defined.

- 6.1. Entity Overview, Experience, and Ability to Provide Full Range of Services
- 6.2. Outreach and Operational Approach for Meeting the Needs of Target Populations
- 6.3. Project Management and Operations
- 6.4. Oversight of In-Person Assistants and Communication, Coordination and Monitoring of Partners
- 6.5. Performance Measurement

7. **Mandatory Requirements**

The following mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the proposal. The terms “must”, “will”, “shall”, “minimum”, “maximum”, or “is/are required” identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Division.

- 7.1. The vendor shall provide a work plan with its RFP response indicating the steps it plans to take to implement such a project and the timeline for the project.
- 7.2. The successful vendor must have the financial ability to pay for all services in advance and invoice the OIC for services performed on a regular basis in accordance with the State of WV payment terms.
- 7.3. The successful vendor must assign a Project Manager to the project that will maintain a project work plan, provide monthly status reports, and ensure all deliverables are being met by both the vendor and IPA entities. The vendor will be responsible for monitoring these efforts and reporting and issues to the OIC for review.
- 7.4. The vendor and all sub-grantees shall have an understanding of all privacy, security, and other statutory federal and state laws and regulations; these are outlined on the CCIIO website: <http://www.cciio.cms.gov/resources/regulations/>
- 7.5. As required by 45 CFR 155.210(d) the entity must not:
 - Be a health insurance issuer
 - Be a subsidiary of a health insurance issuer
 - Be an association that includes members of, or lobbies on behalf of, the insurance industry

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- Receive a consideration directly or indirectly from any health insurance issuer in connection with the enrollment of any individuals or employees in a qualified health plan (QPH) or non-QHP
- 7.6. The IPA vendor shall disclose all personal and professional financial and non-financial interests to the WVOIC prior to award of contract and upon request of the OIC and to consumers prior to assistance.
- 7.7. The vendor must provide a strategic plan and analysis based on the outline provided within the Scope of Work .
- 7.8. The vendor must have familiarity with the approaches being undertaken by other States in performing consumer assistance functions, particularly partnership States.
8. **Oral Presentations (Agency Option):** The Agency has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFP. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:
- 8.1. Materials and Information Required at Oral Presentation:
- Introduction and overview of key staff
 - An overview of the proposed project plan, approach, and methodology including proposed roles and responsibilities of the OIC during the project
 - Question and answer period related solely to information presented in the RFP response
 - Concluding remarks

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SECTION FIVE: VENDOR PROPOSAL

- 1 **Economy of Preparation:** Proposals should be prepared simply and economically providing a straightforward, concise description of the Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of the content.
- 2 **Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 3 **Proposal Format:** Vendors should provide responses in the format listed below:

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

Table of Contents: Clearly identify the material by section and page number.

Attachment A: Within the attached response sheet (**Attachment A: Vendor Response Sheet**), provide the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

Also, describe the approach and methodology proposed for this project. This should include how each of the goals and objectives listed is to be met.

Attachment B: Complete **Attachment B: Mandatory Specification Checklist**. By signing and dating this attachment, the Vendor acknowledges that they meet or exceed each of these specifications as outlined in subsection 7 of Section Four: Project Specifications. The State reserves the right to require documentation detailing how each is met at its discretion.

Attachment C: Complete **Attachment C: Cost Sheet** included in this RFP and submit in a separate sealed envelope. Cost should be clearly marked.

Oral Presentations: If established by the Agency in the Schedule of Events (Section 1.3), all Vendors participating in this RFP will be required to provide an oral presentation, based on the criteria set in Section 8.1. During oral

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presentations, Vendors may not alter or add to their submitted proposal, but only to clarify information.

4 **Proposal Submission:** Proposals must be received in **two distinct parts**: technical and cost.

- **Technical proposals** must not contain any cost information relating to the project.
- **Cost proposal** shall be sealed in a separate envelope and will not be opened initially.

All proposals must be submitted to the Purchasing Division **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt. All submissions must be in accordance with the provisions listed below and in Section Two: Instructions to Vendors Submitting Bids above.

5 **Technical Bid Opening:** The Purchasing Division will open and announce only the technical proposals received prior to the date and time specified in the Request for Proposal. The technical proposals shall then be provided to the Agency evaluation committee.

6 **Cost Bid Opening:** The Purchasing Division shall schedule a date and time to publicly open and announce cost proposals when the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids for qualifying proposals will be opened. Cost bids for non-qualifying proposals will also be opened but shall not be considered. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the vendor's technical proposal failing to meet the minimum acceptable score and the vendor's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to *West Virginia Code* §5A-3-11(h) and *West Virginia Code of State Rules* §148-1-6.2.5..

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SECTION SIX: EVALUATION AND AWARD

- 1 **Evaluation Process:** Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria with points deducted for deficiencies. The Vendor who demonstrates that they meet all of the mandatory specifications required; and has appropriately presented within their written response and/or during the oral demonstration their understanding in meeting the goals and objectives of the project; and attains the highest overall point score of all Vendors shall be awarded the contract. The selection of the successful Vendor will be made by a consensus of the evaluation committee.

- 2 **Evaluation Criteria:** All evaluation criteria is defined in the specifications section and based on a 100 point total score. Cost shall represent a minimum of 30 of the 100 total points.

The following are the evaluation factors and maximum points possible for technical point scores:

- Qualifications and experience 15 Points Possible
- Approach and methodology 50 Points Possible
 - Outreach and operational approach for meeting the needs of target populations (15 points)
 - Project management and operations (5 points)
 - Oversight of In-Person Assisters and communication, coordination, and monitoring of partners (15 points)
 - Performance measurement development (15 points)
- Oral interview 5 Points Possible
- Cost 30 Points Possible

Total 100 Points Possible

Each cost proposal cost will be scored by use of the following formula for all Vendors who attained the minimum acceptable score:

$$\frac{\text{Lowest price of all proposal}}{\text{Price of Proposal being evaluated}} \times 30 = \text{Price Score}$$

- 2.1 **Technical Evaluation:** The Agency evaluation committee will review the technical proposals, deduct points where appropriate, and make a final written recommendation to the Purchasing Division.

- 2.2 **Minimum Acceptable Score:** Vendors must score a minimum of 70% (49 points) of the total technical points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be considered as non-qualifying; therefore, bids will be opened but shall not be considered. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to,

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the vendor's technical proposal failing to meet the minimum acceptable score and the vendor's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to *West Virginia Code* §5A-3-11(h) and *West Virginia Code of State Rules* §148-1-6.2.5.

- 2.3 Cost Evaluation: The Agency evaluation committee will review the cost proposals, assign appropriate points, and make a final recommendation to the Purchasing Division.

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Attachment A: Vendor Response Sheet

Provide a response regarding the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, the project goals and objectives and how they were met.

Qualifications and Experience Section 4, Subsection 4:

- 4.1. Organizational overview
 - 4.1.1. Please describe the organization's purpose and programs administered currently or in previous projects
 - 4.1.2. Please describe the organization's mission
 - 4.1.3. Describe previous organizational experience in conducting community outreach
 - 4.1.4. Describe previous experience with other community or State-based partners such as Medicaid, CHIP, and non-governmental entities such as providers, hospitals, and insurance agents.

- 4.2. Previous staff experience in similar projects
 - 4.2.1. Please provide a description of similar projects that staff have managed successfully (i.e. cost, response, consumer experience) within the past 5 years

- 4.3. Previous company experience in similar projects
 - 4.3.1. Please describe the vendor's experience in targeting vulnerable populations in previous projects
 - 4.3.2. Please describe the vendor's experience in overseeing other collaborative efforts with community organizations within the past 5 years
 - 4.3.3. Please provide a description of similar projects that the vendor has successfully managed within the past 5 years.

- 4.4. Proposed staffing model for an In-Person Assistance Program
 - 4.4.1. Please describe the current organization's staffing and capacity to provide ongoing training and technical assistance, including a staff profile consisting of an organizational chart and resumes
 - 4.4.2. Please describe the organization's approach to ensuring capacity to handle post-follow-up support after the initial eligibility determination and enrollment
 - 4.4.3. Provide the names and relevant experience of the key individuals who will have oversight and management of the vendor and partners. Provide a high-level organizational structure of the vendor organization, including how the vendor will interface with partners, as applicable.

- 4.5. Project Management Experience

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- 4.5.1. Please describe the vendor's project management experience in previous projects to verify sufficient capabilities to oversee this project and its operations, including an expertise to sub-grant for additional resources.
- 4.6. Knowledge of the Affordable Care Act
- 4.6.1 Provide a brief overview of the vendor's familiarity with the ACA, and in particular, coverage affordability programs such as Medicaid, CHIP, and the Health Benefit Marketplace.
- 4.6.2. Describe the vendor's understanding of State-Partnership Marketplaces and, in particular, Consumer Assistance rules, regulations, and guidelines, to ensure compliance.

Background

To effectively design and implement an In-Person Assistance Program, the State must have a clear and comprehensive understanding of its current State market dynamics. Identifying and analyzing the location of the uninsured and their availability to access consumer assistance will assist in the program design. Please use the information provided in Attachment D, "IPA Utilization Rates," to formulate the vendors' responses to the design approach the vendor plans to implement to sufficiently meet the needs of the State.

Vendor Deliverables Section 4, Subsection 6:

6.1: Entity Overview, Experience and Ability to Provide Full Range of Services

- 6.1.1. Describe the organization's approach to meeting the Marketplace objective of insuring the uninsured. Address the strategic approach and mechanisms for conducting outreach, education, and fair and impartial enrollment of individuals into affordable health coverage.
- 6.1.2. Provide an example of an IPA application for approval by the WVOIC to be used in obtaining the services of a sub-grantee.
- 6.1.3. Outline the selection process and criteria the vendor will use to meet the need of securing one non-profit or provider entity in each region.
- 6.1.4. Describe the approach to ensure all counties have a sufficient number of IPAs to educate consumers, providers, agencies, and organizations.
- 6.1.5. Describe the process by which the vendor and its sub-grantees will serve Medicaid and CHIP recipients and how these entities will work in conjunction as a referral network.
- 6.1.6. Describe the entity's approach to modifying the program during non-open enrollment periods.

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- 6.1.7. Describe the vendor's approach to providing flexibility in scheduling IPAs for extended hours during peak enrollment periods.
- 6.1.8. Describe the vendor's approach to ensuring that all enrollment staff and IPAs have successfully completed the CMS-developed training and certification for providing in-person assistance.
- 6.1.9. Describe the vendor's ability to modify its approach for providing in-person assistance based on revised federal rules and regulations.
- 6.1.10. Describe how the vendor will accommodate OIC requests for presence at fairs and festivals to conduct outreach to consumers.
- 6.1.11. Describe the vendor's capacity to work with other currently contracted vendors and its ability to subcontract with other vendors (e.g. a marketing firm) to provide additional services at the request of the OIC.
- 6.1.12. Each IPA will be responsible for providing his or her own computer for providing in-person assistance services.
- 6.1.13. Upon award of the contract, the vendor is to establish a central office within Kanawha County.

6.2: Outreach and Operational Approach for Meeting the Needs of Target Populations

- 6.2.1. Describe the vendor's approach to serving hard-to-reach and vulnerable populations.
 - The ACA defines vulnerable populations as children, unaccompanied homeless youth, children and youth with special health care needs, pregnant women, racial and ethnic minorities, rural populations, victims of abuse or trauma, individuals with mental health or substance related-disorders, and individuals with HIV/AIDS
- 6.2.2. Describe the vendor's approach to providing a referral system to local agents and the FFE for individuals seeking coverage for a small business via the SHOP Marketplace
- 6.2.3. If decided by the State, describe the types of educational and outreach materials the entity plans to develop in order to assist consumers in better understanding health insurance and their options. The materials are to be geared to the sixth grade reading level. These materials should include: general information about the IPA program, contact information for the entity, and general health reform information.
- 6.2.4. Discuss how the vendor will promote the availability of IPAs through printed material, the internet, a telephone hotline, or other means.
- 6.2.5. Explain the vendor's understanding of marketing and outreach efforts as proposed by the federal government for Federally-Facilitated Marketplaces and Partnership Marketplaces and how they will incorporate those efforts.

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- 6.2.6. Provide a detailed description of the potential locations where IPA services will be provided and how these locations will enhance accessibility for enrollment assistance in the proposed target area, including the days and hours during which IPAs will be available. Please note: It is crucial that some IPAs be available during non-traditional hours and weekends to accommodate working individuals.
- 6.2.7. Describe any relationships the vendor will establish with other entities that currently provide this type of service, or related services, that would serve as a beneficial location to provide in-person assistance.

6.3: Project Management and Operations

- 6.3.1. Describe the organization's approach to providing a regularly updated work plan and how the vendor will assess issues and risks associated with the program.
- 6.3.2. Describe the methodology for ensuring ongoing communication between the organization and sub-grant recipients regarding information and program changes that impact the program.
- 6.3.3. Describe the vendor's approach to ensuring invoices are reviewed in a critical and timely manner and submitted to the OIC for reimbursement of funds.
- 6.3.4. Describe the vendor's ability to utilize a formal project management methodology outlined by the OIC; the Health Policy Unit uses SharePoint for project management monitoring.
- 6.3.5. Discuss the vendor's ability to participate in any and all meetings at the request of the OIC.
- 6.3.6. Describe the methodology by which the vendor will provide oversight to entities that the State has MOUs with to provide in-person assistance, such as DHHR.
- 6.3.7. Describe the vendor's approach to ensuring that all staff have successfully completed a criminal background check prior to providing in-person assistance services.
- 6.3.8. Describe the vendor's approach to ensuring all IPAs are in accordance with federal Navigator/Non-Navigator regulations, such as the verification that IPAs are not receiving any form of compensation from issuers.

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6.4: Oversight of In-Person Assistors and Communication, Coordination and Monitoring of Partners

- 6.4.1. Describe the approach by which the entity and its partners will transfer consumers to the WVOIC when the consumer wishes to file a complaint regarding:
- (1) A denial of non-emergency medical care or coverage
 - (2) Premium Rates
 - (3) Service areas or provider panels
 - (4) Plan compliance with the Essential Health Benefits
 - (5) All other issuer and agent-related complaints
- Contact information for the WVOIC Consumer Services Division should be provided on an immediate basis upon request of the consumer.
- 6.4.2. Describe the approach to seamlessly transferring consumers to the FFE call center, a Navigator, or a producer in a fair and equitable manner, in the instance an IPA is not equipped to handle a consumer question.
- 6.4.3. Describe the approach by which the entity will verify that each IPA has successfully completed the federally-provided training and certification requirements and any additional training requirements developed by the State.
- 6.4.4. Describe the review and resolution policy for complaints the entity plans to develop in conjunction with the OIC.
- 6.4.5. Describe the methodology for overseeing sub-grant recipients and ensuring compliance with contractual obligations.
- 6.4.6. Describe the approach in communicating with selected sub-grant recipients and disseminating information, such as pamphlets and educational materials to each location.
- 6.4.7. Provide a proposed schedule of frequent and regular communication between the vendor, its sub-grantees and the OIC.
- 6.4.8. Describe the approach by which training updates would be communicated to sub-grantees.
- 6.4.9. Describe the monitoring approach the vendor will undertake to verify that IPAs are not directing consumers to specific health plans or issuers, accepting payments from issuers or agents, or charging for services provided outside of their assigned base salary.
- 6.4.10. Describe the approach by which the vendor will adhere to WVOIC and CMS reporting requirements.

6.5: Performance Measurement

- 6.5.1. Describe the methodology for monitoring performance, including, but not limited to: desk audits, secret shoppers, and site observations.

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- 6.5.2. Describe how the entity would present quarterly progress reports/dashboard reports which will address the budget to date and performance measurements, including:
- (1) Overall impact of entities on enrollment;
 - (2) Performance as it relates to specific vulnerable and hard-to-reach populations
 - (3) Consumer satisfaction
 - (4) Level of effort required to enroll an individual
 - (5) Number of complaints received by type
 - (6) Number of enrollees
- 6.5.3. Describe the data collection and reporting process the entity will utilize and suggest any additional metrics the entity will collect to measure quality performance and track progress.
- 6.5.4. Describe the quality assurance mechanisms by which it will be ensured that in-person assisters are delivering accurate and high quality services.
- 6.5.5. Describe the approach to be used by consumers to provide feedback on the effectiveness of the IPA services received to assist in performance evaluations.
- 6.5.6. Provide a description of the auditing process by which the vendor will attest to verify its services are not fraudulent and a conflict of interest is avoided.
- 6.5.7. Provide a plan for monitoring the number of applications taken and appropriate processing of the applications of each IPA hired directly by the vendor or hired by a sub-grantee including a plan of correction for non and under performance.

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Attachment B: Mandatory Specification Checklist

- 7.1. The vendor shall provide a work plan with its RFP response indicating the steps it plans to take to implement such a project and the timeline for the project.
- 7.2. The successful vendor must have the financial ability to pay for all services in advance and invoice the OIC for services performed on a regular basis in accordance with the State of WV payment terms.
- 7.3. The successful vendor must assign a Project Manager to the project that will maintain a project work plan, provide monthly status reports, and ensure all deliverables are being met by both the vendor and IPA entities. The vendor will be responsible for monitoring these efforts and reporting and issues to the OIC for review.
- 7.4. The vendor and all sub-grantees shall have an understanding of all privacy, security, and other statutory federal and state laws and regulations; these are outlined on the CCIIO website: <http://www.cciio.cms.gov/resources/regulations/>
- 7.5. As required by 45 CFR 155.210(d) the entity must not:
 - Be a health insurance issuer
 - Be a subsidiary of a health insurance issuer
 - Be an association that includes members of, or lobbies on behalf of, the insurance industry
 - Receive a consideration directly or indirectly from any health insurance issuer in connection with the enrollment of any individuals or employees in a qualified health plan (QPH) or non-QHP
- 7.6. The IPA vendor shall disclose all personal and professional financial and non-financial interests to the WVOIC prior to award of contract and upon request of the OIC and to consumers prior to assistance.
- 7.7. The vendor must provide a strategic plan and analysis based on the outline provided within the Scope of Work
- 7.8. The vendor must have familiarity with the approaches being undertaken by other States in performing consumer assistance functions, particularly partnership States.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the vendor to execute this bid or any

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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.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

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Attachment C: Cost Sheet

Cost information below as detailed in the Request for Proposal and submitted in a separate sealed envelope. Cost should be clearly marked.

Please use the proposed costs sheet provided in Attachment E and the additional information provided in Attachments F and G to develop the cost proposal. The provided information serves as a baseline to assist in developing the cost proposal associated with the vendor's plan design.

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Attachment D: IPA Utilization Rates

<u>Category</u>	<u>Number of Lives</u>	<u>Percent Utilizing Exchange</u>	<u>Percent Seeking Assistance</u>	<u>Number of Individuals Seeking Assistance</u>
Uninsured - Below 138% FPL	132,700	50%	50%	33,175
Uninsured - 138% and Above	123,000	50%	50%	30,750
Employer-Sponsored Coverage	895,300	20%	20%	35,812
Individual Market	26,500	20%	20%	1,060
Total Open Enrollment Contacts				100,797
Anticipated Multiplier for Year				1.25
Total Yearly Contacts				125,996
Source: http://www.statehealthfacts.org/profileind.jsp?ind=126&cat=3&rgn=50 http://www.statehealthfacts.org/profileind.jsp?ind=136&cat=3&rgn=50				

The information in the chart provides a baseline projection for the number of individuals expected to consult with an IPA. This baseline will serve as the information on which the projected number of IPAs per region shall be built around. In addressing the program design, the vendor may address whether this anticipated number is projected too high or too low. It is anticipated that 230 IPAs will be required during open enrollment; 55 of which will be provided for by the vendor, and 30 IPAs will be needed during the non-open enrollment period. This information is subject to change at the discretion of the OIC.

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Attachment E: Cost Proposal Detailed Worksheet

Background: In developing the vendor’s cost proposal, the vendor shall provide costs for its staff, travel, overhead, and all other expenses. The vendor shall develop this proposal given the scenario that they will provide 55 IPAs during open enrollment and 30 IPAs during non-open enrollment. IPAs are to be paid at an hourly rate of \$20 and are scheduled to work 35 hours per week. Mid-level managers will be compensated at \$29 per hour, and are also projected to work 35 hours per week. Top level executives are to be paid at an hour rate of \$48. The number of managers and senior level executives needed for this project is at the discretion of each vendor.

Travel costs are reimbursed at \$0.55 per mile, in accordance with State policy. Provide the anticipated amount of travel the vendor anticipates needing to fulfill the assigned duties of the project and multiply by that base figure.

The vendor shall provide overhead costs for its staff, overhead costs for monitoring entities it sub-grants with, and overhead costs for ad hoc services, assuming a base of 1,000 hours for ad-hoc services. Overhead costs for the vendor include items such as supplies, equipment, etc., but are not to include those costs for sub-grantees, as this will be their responsibility.

If any indirect costs or costs of items not represented below exist, please include these in your cost proposal and justify their necessity in completing the requested duties of this project

Category / Description	Amount
<u>Salary / Wages</u>	
List each position title and number of full time equivalent (FTEs): (e.g. “In-Person Assisters / 15 FTEs”)	
Total: Salary / Wages	

*Must include at least 55 IPAs

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<u>Overhead Costs of Subcontractors</u>	
Provide percentage charged for providing overhead to subcontractors, based on 1,000 hours of ad-hoc services	
Total:	

<u>Indirect Costs</u>	
Identify any line items contributing to total costs not delineated in the above sections	
Total: Indirect Costs	

GRAND TOTAL OF COSTS FOR PROJECT: _____

Company Name: _____

Address: _____

Vendor Signature: _____

Date: _____

Phone: _____

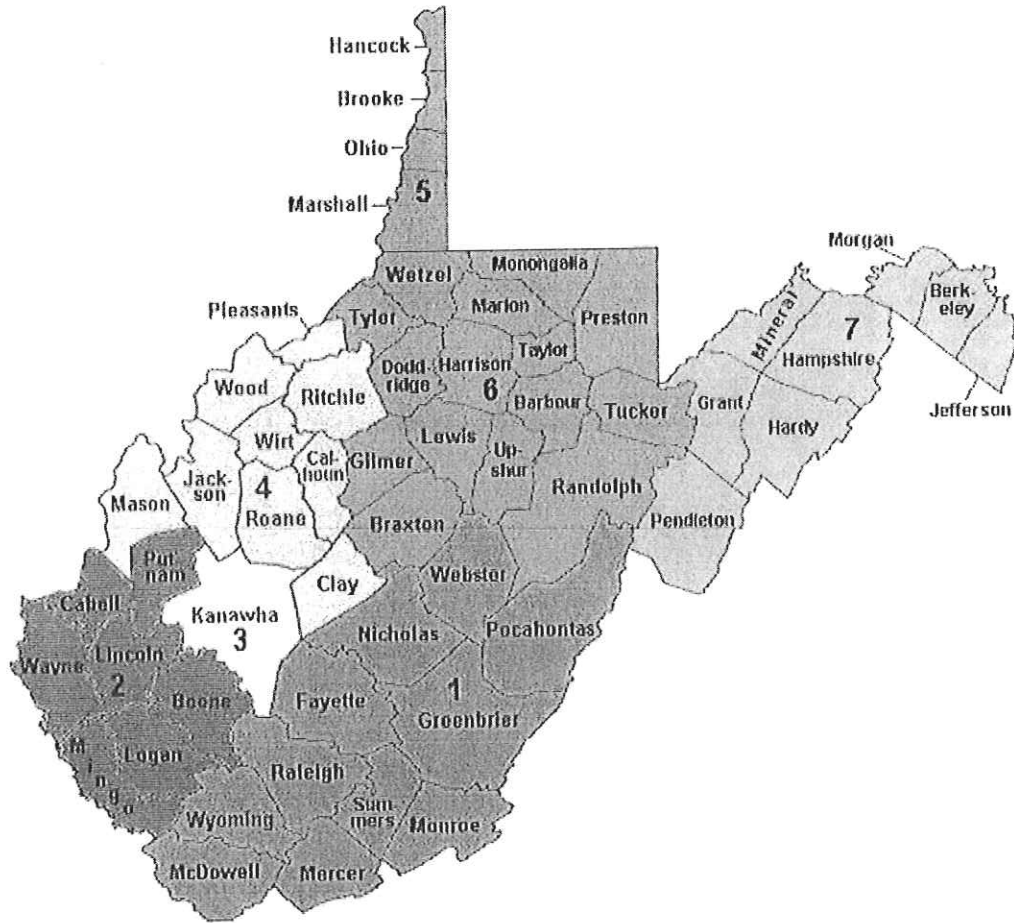
Fax: _____

Email: _____

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Attachment F: Regional Map of State



<http://morgantownworkforce.com/map.html>

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Attachment G: Program Information

For purposes of developing the cost projection, the vendor is to assume there will be 7 sub-granted IPA entities, each with 25 IPAs, representing each region that the vendor must provide oversight to (175 total sub-granted IPAs and 55 “in-house” IPAs). The baseline pay per IPA will be \$20/hour. In-Person Assister project leads will be compensated at \$29/hour, and \$48/hour for senior executives; this pay rate is aligned with the Navigator program, as outlined in the Standards for Navigators and Non-Navigators Assistance Personnel Rule¹ and are representative of hourly rates for federal government positions². In calculating total vendor costs, the vendor is NOT to take into consideration the salaries associated with each sub-granted IPA entity’s IPAs; just the cost associated with providing overhead to each entity. The total number of IPAs that must be sub-granted is provided as a baseline for determining overhead costs for each entity. The number of IPAs that must be provided by the vendor serves as a baseline and may provide more if justified in the proposal.

¹ http://www.ofr.gov/OFRUpload/OFRData/2013-07951_PI.pdf

² These positions are estimated to be equivalent to a GS-9 position with the Federal government. See http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2012/general-schedule/g_s_h.pdf
These positions are estimated to be equivalent to a GS-12 position with the Federal government. See http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2012/general-schedule/g_s_h.pdf
These positions are estimated to be equivalent to a GS-15 position with the Federal government. See http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2012/general-schedule/g_s_h.pdf

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Attachment H: Proposed Timeline

Conduct state assessment to determine need for IPAs on a county-by-county basis and methodology for placing IPAs in determined regions	May 2013
Develop application and selection criteria for sub-grantees	May 2013
Evaluate applications and select IPAs	June 2013
Provide training to IPAs	July 2013-as needed
Begin conducting public outreach	August 2013-October 2013
Open enrollment	October 2013 – March 2014
Conduct IPA entity program evaluation and determine need for grant renewal	March 2014 – May 2014

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If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal.

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____
Date: _____ Title: _____

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STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: INS13021

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.

Company

Authorized Signature

Date

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