

REQUEST FOR PROPOSALS

RFP#060616

FOR

Risk Management Information System (RMIS)

ISSUE DATE

June 6, 2016

BIDS DUE

August 8, 2016

2:00 P.M.

West Virginia Board of Risk and Insurance Management

90 MacCorkle Avenue, S.W., Suite 203

South Charleston, WV 25303

Telephone: (304) 766-2646

Fax: (304) 744-7120

REQUEST FOR PROPOSAL
West Virginia Board of Risk and Insurance Management
RFP# 053016

TABLE OF CONTENTS

Section 1: General Information and Instructions	2
Section 2: Instructions to Vendors Submitting Bids	3
Section 3: General Terms and Conditions	6
Section 4: Project Specifications	13
Section 5: Vendor Proposal	20
Section 6: Evaluation and Award	23
Attachment A: Vendor Response Sheet	25
Attachment B: Mandatory Specification Checklist	26
Attachment C: Cost Sheet	27
Attachment D: Certification and Signature Page	30
WV 96: Agreement Addendum	31
Purchasing Affidavit	32

REQUEST FOR PROPOSAL
West Virginia Board of Risk and Insurance Management
RFP# 053016

SECTION ONE: GENERAL INFORMATION AND INSTRUCTIONS

1. **Purpose:** The West Virginia Board of Risk and Insurance Management (hereinafter referred to as “BRIM”) is soliciting proposals from qualified vendors for a Risk Management Information System/Unified Data System to replace the systems currently used by BRIM. BRIM would prefer to procure a single solution to meet all of its insurance related data system needs, however, BRIM realizes that more than one system may be required.

What follows are BRIM’s identified needs. These should not be considered to be all-inclusive and BRIM welcomes additional information on system(s) that meet the identified needs as well as others that may be identified by potential vendors.

The vendor’s proposal must meet the mandatory requirements of this RFP.

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 bidder 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:**

Release of RFP	6/6/16
Pre Bid Conference (MANDATORY)	7/8/16
Vendor’s Written Questions Submission Deadline	7/18/16
Response to Questions.....	7/22/16
Bids Due Date	8/8/16
Oral Presentation/Demonstrations (MANDATORY)	8/9/16 – 8/26/16

REQUEST FOR PROPOSAL
West Virginia Board of Risk and Insurance Management
RFP# 053016

SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **Review Documents Thoroughly:** This document contains 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 a disqualification of vendor's bid.
2. **Mandatory Terms:** The solicitation contains mandatory provisions identified by the use of words "must", "will", and "shall". **FAILURE TO COMPLY WITH A MANDATORY TERM IN THE SOLICITATION WILL RESULT IN BID DISQUALIFICATION.**
3. **Vendor Question Deadline:** Vendors may submit questions relating to this solicitation to BRIM. All 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. Non-written discussions, conversations, or questions and answers regarding this solicitation are preliminary in nature and are non-binding. E-mails must have the solicitation number in the subject line.

Question Submission Deadline: 7/18/16

All questions must be addressed to:

John Fernatt, IS Manager
West Virginia Board of Risk and Insurance Management
90 MacCorkle Avenue, SW., Suite 203
South Charleston, WV 25303
E-mail: john.l.fernatt@wv.gov

Neither the vendor nor anyone on the vendor's behalf are permitted to make any contact whatsoever with any member of the evaluation committee. Violation will result in the rejection of bid. BRIM is the sole contact for any and all inquiries after this RFP has been released.

4. **Verbal Communication:** No verbal communication between the vendor and any State personnel is binding.
5. **Bid Submission:** All bids must be submitted to BRIM at the address listed below on or before the bid submission deadline. Any bid received by BRIM staff will not be returned for any reason. BRIM will not accept bids, modification of bids, or addendum acknowledgement forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or US Mail. The bid delivery address is:

REQUEST FOR PROPOSAL
West Virginia Board of Risk and Insurance Management
RFP# 053016

John Fernatt, IS Manager
West Virginia Board of Risk and Insurance Management
90 MacCorkle Avenue, SW., Suite 203
South Charleston, WV 25303

All bids should contain the information listed below on the face of the envelope or package(s):

Vendor name:
Solicitation #: RIM # 060616
Submission Deadline: August 8, 2016, at 2:00pm

The vendor should submit one original technical and one original cost proposal plus four (4) convenience copies to BRIM at the address shown above. 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 this RFP. The cost proposal must be submitted separately from technical proposal.

6. **Addendum Acknowledgment:** If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by BRIM. If a written addendum is issued by BRIM, the vendor must acknowledge receipt of all addenda issued with this solicitation by completing an Addendum Acknowledgement Form which will be provided by BRIM. Failure to acknowledge addenda may result in bid disqualification. The vendor shall submit the Addendum Acknowledgement Form with the bid to expedite processing.
7. **Bid Formatting:** A vendor should type or electronically enter information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
8. **Exceptions and Clarification:** The solicitation contains the specifications that shall form the basis of a contractual agreement. The vendor shall clearly make any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and conditions of the solicitation may result in bid disqualification.
9. **Registration:** Vendors participating in this process should complete and file a **Vendor Registration and Disclosure Statement (Form WV-1)** and remit a registration fee of \$125. Vendor is not required to be a registered vendor in order to submit a proposal, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order or contract.
10. **Purchasing Affidavit:** All vendors are required to sign, notarize, and submit a Purchasing Affidavit stating that neither the vendor nor a related party owes a debt to the State in excess of \$1,000. The affidavit should be submitted with the vendor's bid.

REQUEST FOR PROPOSAL
West Virginia Board of Risk and Insurance Management
RFP# 053016

11. **Waiver of Minor Irregularities:** BRIM reserves the right to waive minor irregularities in bids or specifications.

12. **Discussion and Final Offers:** BRIM may conduct discussions with, and obtain best and final offers from responsive and responsible bidders who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Bidders will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there will be no disclosure of any information derived from proposals submitted by competing bidders. All best and final offers shall be treated like a formal bid, except that advertising is not required. All bidders shall provide their best and final offers to BRIM prior to the date and time specified.

REQUEST FOR PROPOSAL
West Virginia Board of Risk and Insurance Management
RFP# 053016

SECTION THREE: GENERAL TERMS AND CONDITIONS

1. **Contractual Agreement:** Issuance of an Award Document signed by BRIM’s Executive Director, or designee, constitutes acceptance of this contract made by and between, BRIM, the State of West Virginia and the vendor. Vendor’s signature on its bid signifies the vendor’s agreement to be bound by and accept the terms and conditions contained in this contract. **The successful vendor must also complete the WV-96 Agreement Addendum form.**

The RFP and the Vendor’s response will be incorporated into the contract by reference. The order of precedence shall be the contract, the RFP and any addendum, and the vendor’s proposal in response to the RFP.

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 RFP/contract.
 - 2.1. **“Agency” or “Agencies”** means the West Virginia Board of Risk and Insurance Management.
 - 2.2. **“Contract”** means the binding agreement that is entered into between the State and the vendor to provide the goods or services requested in the solicitation.
 - 2.3. **“Director”** means the Executive Director of the West Virginia Board of Risk & Insurance Management.
 - 2.4. **“BRIM”** means the West Virginia Board of Risk and Insurance Management.
 - 2.5. **“Award Document”** means the document signed by BRIM that identifies the vendor as the contract holder.
 - 2.6. **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by BRIM.
 - 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. **Term or Contract Renewal:** Our intent is to have a contract in place as soon as possible. The contract shall extend for the period of one (1) year, at which time the contract may, upon mutual

REQUEST FOR PROPOSAL

West Virginia Board of Risk and Insurance Management

RFP# 053016

consent, be renewed on a year to year basis. Should the vendor choose not to renew the contract, it must give BRIM ninety (90) days advance written notice.

4. **Notice to Proceed:** The vendor shall begin performance of this contract immediately upon receiving notice to proceed unless otherwise instructed by BRIM. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **Quantities:** The scope of the services and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
6. **Pricing:** The pricing set forth in the Cost Proposal shall apply for the duration of the engagement or until modified with the agreement of both parties.
7. **Insurance Requirements:** The apparent successful vendor shall furnish proof of the following insurance prior to the contract award and shall list BRIM and the State as a certificate holder:
 - **Workers Compensation**
 - **General liability with a policy limit of \$1,000,000**
 - **Professional liability**
 - **Property Damage**
8. **Licensing:** In accordance with West Virginia Code of State Rules § 148-1-6.7, vendor(s) 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 BRIM to verify that the vendor is licensed and in good standing with the above entities.
9. **Litigation Bond:** BRIM 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 BRIM. All litigation bonds shall be made payable to BRIM. In lieu of a bond, the protestor may submit a cashier's check or certified check payable to BRIM. 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. **Acceptance/Rejection:** BRIM may accept or reject any bid in whole, or in part. A vendor's signature on its bid signifies acceptance of the terms and conditions contained in the solicitation and a vendor agrees to be bound by the terms of the contract, as reflected in the Award Document, upon receipt.

REQUEST FOR PROPOSAL
West Virginia Board of Risk and Insurance Management
RFP# 053016

11. **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 1st of the fiscal year for which funding has not been appropriated or otherwise made available.
12. **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.
13. **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.
14. **Cancellation:** BRIM 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. BRIM may also cancel any purchase or contract upon 30 days written notice to the vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
15. **Time:** Time is of the essence with regard to all matters of time and performance in this contract.
16. **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.
17. **Compliance:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
18. **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 BRIM and the vendor. No change shall be implemented by the vendor until such time as the vendor receives an approved written change order from BRIM.
19. **Waiver:** The failure of either party to insist upon a strict performance of any of the terms or provisions of this contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for 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.
20. **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 a vendor to BRIM such as price lists, order forms, invoices, sales agreements, or maintenance agreements,

REQUEST FOR PROPOSAL
West Virginia Board of Risk and Insurance Management
RFP# 053016

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.

21. **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 BRIM and any other government agency or office that may be required to approve such assignments.
22. **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 BRIM; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
23. **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.
24. **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.
25. **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 BRIM, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to BRIM'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>.
26. **Record retention:** Vendor shall comply with all applicable Federal and State rules, regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by the vendor. The vendor shall maintain such records at a minimum of ten (10) years and make such records available to BRIM personnel at the vendor's location during normal business hours upon written request by BRIM within ten (10) days after receipt of the request.
27. **Disclosure: YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract. All documents will be disclosed as required by the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq. No exemptions identified in W.Va. Code § 29B-1-4(a)(1) will be honored.**

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

REQUEST FOR PROPOSAL
West Virginia Board of Risk and Insurance Management
RFP# 053016

Submission of any bid, proposal, or other document in response to this solicitation constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. All documents will be disclosed, even if labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

28. **Antitrust:** In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing 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 BRIM tenders initial payment to the vendor.
29. **Vendor Certifications:** By signing its bid or entering into this contract, the vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this solicitation in its entirety; understands the requirements, terms, and conditions, and other information contained herein. A vendor’s signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to BRIM. The individual signing this bid or offer on behalf of a vendor certifies that he or she is authorized by the vendor to execute this bid or offer any documents related thereto on the 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.
30. **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 be willing accept the State of West Virginia’s purchasing card for payment of all orders under this contract.
31. **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. The 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 sub-contractors of the vendor, shall be deemed to be employees of the State for any purpose whatsoever. The vendor shall be exclusively

REQUEST FOR PROPOSAL
West Virginia Board of Risk and Insurance Management
RFP# 053016

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. The vendor shall hold harmless the State, and shall provide the State and BRIM 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.

32. **Subcontracts/Joint Ventures:** The vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. BRIM will consider the vendor to be the sole point of contact with regard to all contractual matters. The vendor may, with the prior written consent of BRIM, enter into written subcontracts for performance of the work under this contract; however, the vendor is totally responsible for payment of all subcontractors.
33. **Indemnification:** The vendor agrees to indemnify, defend, and hold harmless the State and BRIM, 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 this contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the vendor, its officers, employees, or sub-contractors 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 sub-contractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
34. **Conflict of Interest:** The vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. The 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 BRIM.
35. **Background Check:** In accordance with West Virginia 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 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 or the Division of Protective Services for purposes

REQUEST FOR PROPOSAL
West Virginia Board of Risk and Insurance Management
RFP# 053016

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.

36. **Certification and Signature Page: Please see Attachment (D) of this RFP.**

REQUEST FOR PROPOSAL

West Virginia Board of Risk and Insurance Management

RFP# 053016

SECTION FOUR: PROJECT SPECIFICATIONS

1. **Location:** BRIM is located at 90 MacCorkle Avenue, SW, Suite 203, South Charleston, WV 25303.
2. **Background and Current Operating Environment:**

BRIM does not administer the Workers Compensation program for the State of West Virginia, and Workers Compensation is not to be included in vendor submissions.

BRIM is responsible for the Insurance and Risk Management needs of the State of West Virginia, except for Workers Compensation. Also, BRIM secures property and casualty insurance coverage for West Virginia political subdivisions, charitable or public service organizations and emergency services agencies who are either required or choose to participate in its program.

BRIM's property insurance coverage is in layers with a total limit of \$400 million and a deductible of \$1 million. Claims falling within the \$1 million deductible are handled and paid by BRIM. Each individual claim is subject to a \$2,500 deductible which must be paid by the affected insured entity. BRIM currently insures approximately 15,000 individual property structures.

BRIM's liability coverage is underwritten by AIG Insurance and has a limit of \$1 million. BRIM fully funds a trust to pay liability claims arising in the program. Entities other than the State are subject to a \$2,500 liability deductible.

Pursuant to statute, BRIM administers a Reinsurance Program for damages to structures resulting from mine subsidence. Structure owners purchase coverage from private insurers who cede a portion of their premium to the State for the mine subsidence coverage. BRIM investigates all mine subsidence claims and makes the determination as to whether the reinsurance fund will approve payment of alleged mine subsidence claims.

Fully staffed, BRIM has 26 staff members from the following divisions; Administration (2), Claim (5), Finance (4), Underwriting (5), Loss Control (6), Information Systems (4).

The state of West Virginia has standardized the use of Microsoft desktop operating systems and desktop productivity applications.

BRIM utilizes applications on an IBM enterprise server (mainframe), which resides at the Office of Technology Data Center. Our associated applications were written using SAS/VSAM language. The mainframe applications provide transaction processing capabilities for all BRIM divisions.

BRIM also utilizes several other methods for collecting and processing information. These range from Microsoft Office documents, forms and spreadsheets to a custom, web enabled, SQL based

REQUEST FOR PROPOSAL

West Virginia Board of Risk and Insurance Management

RFP# 053016

application developed locally. These applications and data are stored on WV Office of Technology servers.

BRIM utilizes Sage Peachtree Premium Accounting software as well as OASIS for financial data collection and reporting needs. OASIS is the State of WV ERP suite. Peachtree is run from a dedicated SQL instance on WV Office of Technology servers.

3. **Qualifications and Experience:** Vendors will provide in **Attachment A: Vendor Response Sheet**;

- information regarding their firm, such as staff qualifications
- copies of any staff certifications or degrees applicable to this project
- experience in completing similar projects
- references
- proposed staffing plan
- description 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.
- location of office(s) where work will be performed (Central Office)

4. **Project and Goals:** The goals and objectives stated in this RFP are intended to be used as minimum requirements and are not intended to limit the responses or to exclude any relevant data or capabilities the vendor may be able to provide. Vendors are encouraged to identify any and all system capabilities relevant to this RFP.

The project goals and objectives are:

Goal/Objective 1 To select a qualified vendor to provide a fully integrated, web enabled RMIS/Unified data system to replace the varied and dated systems utilized by BRIM. Vendors may propose software solutions that reside on BRIM designated servers or a hosted solution from the vendor. BRIM prefers a vendor hosted solution.

Goal/Objective 2 The vendor shall be able to provide a system or systems that includes but is not limited to processes, functions, and capabilities of the following;

General –

- industry standard database, ie. SQL, Oracle, etc. (no proprietary systems)
- full ad hoc reporting capabilities
- detailed and granular security management model

REQUEST FOR PROPOSAL

West Virginia Board of Risk and Insurance Management

RFP# 053016

- full document imaging capability for all areas including wide latitude for indexing documents workflows, and refined search and retrieval capabilities or the capability to directly interface with industry standard imaging systems (AX)
- Clearly demonstrate and describe backup strategies, Disaster Recovery methodologies as well as Business Continuity planning efforts
- Support and help desk services
- methodology for upgrades and updates

Claims Administration –

- claim/incident reporting
- advanced coding including trend reporting
- flexibility to add/change coding
- advanced indexing and search capabilities
- adjuster file notes
- adjuster diaries
- indemnity and expense payment processing and tracking
- reserve history
- payment history
- e-documents, contact lists
- litigation management to track information on suits including but not limited to: style, venue, judge, trial and mediation dates and dispositions
- summary reports
- reconciliation
- standard system generated reports as well as ad hoc reporting capabilities
- Vendor may also propose additional services that relate to BRIM Claim processes

Underwriting –

- Request for new insurance (Quoting based off of rate tables that have been provided by our actuary)
- New policy (customer) entry
- Liability and Property exposure information (multiple locations)
- Ability to attach photos
- Vehicle Information including VIN #
- Tracking of Customer changes to Liability and Property exposure information (on an annual basis and any adjustments throughout the year)
- Agents of Record management with multiple locations
- Collection of Renewal Liability and Property Exposure information (current online SQL database)

REQUEST FOR PROPOSAL

West Virginia Board of Risk and Insurance Management

RFP# 053016

- Property Valuation (COPE data that will be uploaded from independent property appraisers)
- Cancel and rewrite the customer account – showing lapses in coverage
- Premium calculation (Currently provided by our actuary) – System will need to pro rate for cancellation and additions/deletions of vehicles and property and other changes in premium, quarterly premium calculation and record of payment
- Agent Commission calculations – maximum 8% but will need the system to calculate a reduction for an insured premium if the agent agrees to a percentage less than 8%
- Maintenance of Mine Subsidence companies – ability to collect a policy count by county online in a simple format
- Certificate generation – basic and Acord forms (workflow based)
- Interface with other systems – include upload from Excel file from actuaries
- Reporting – Ad Hoc, including customizing letters
- Other BRIM activities related to the insurance underwriting processes at BRIM
- Document retention
- Rating module that includes xmod
- Customer premium and payment information

Loss Control –

- Claim History Analysis
- Loss Ratio Analysis
- Property COPE/Exposure Data
- Boiler and Machinery Inspection Recommendation Tracking Log
- Property and Casualty Inspection Recommendation Tracking Log
- Loss Control Consultation Visitation Log
- Loss Control Premium Credit/Surcharge Application
- Boiler/Machinery/Air Conditioning Insured Object Inventory Database.
- Vendor may also propose additional services that relates to BRIM Loss Control processes

Finance –

- Data conversion and integration capabilities to convert and upload detailed financial transactions (debits and credits, premium billed, adjustments, etc.) for a minimum of 5 years
- interim and renewal invoice generation
- agent commission calculations
- premium calculations
- payment history
- ability to provide information for auditing processes
- interface with other state finance systems
- Standard and statistical reporting capabilities as well as full ad hoc reporting capabilities

REQUEST FOR PROPOSAL

West Virginia Board of Risk and Insurance Management

RFP# 053016

- GL and journal entries
- The system should be capable of allowing our customers to review their own losses online
- Ability to integrate and reconcile data on a regular basis from our TPA, Peachtree, and OASIS systems
- Vendor may also propose additional services related to the BRIM Finance processes

Goal/Objective 3 The proposed system should have full document imaging capabilities for all areas including wide latitude for indexing documents, workflows, and refined search and retrieval capabilities.

Goal/Objective 4 Creation of a data map and conversion plan that would allow conversion and migration of BRIM historical data into the proposed replacement system. This will include recoding and/or remapping and conversion of data from our current systems to the proposed solution.

Goal/Objective 5 Testing of system operation and functionality prior to implementation. This testing should be done well in advance of the proposed live date to allow sufficient time for problem resolution, changes, and refinements. Testing should include:

- System Functionality
- Workflow
- Load Testing
- Interfaces and import/export capabilities
- Internal and external security

Goal/Objective 6 Provision of education and training that are critical to the successful transition to this new system. To this end, timely onsite training of internal users prior to system implementation with the expectation of custom training sessions based upon BRIM divisions.

Goal/Objective 7 The proposed system should have a clearly defined update and maintenance plan that will identify maintenance and evolution of the package.

Goal/Objective 8 Robust Security/System administration that allows for the creation and assignment of a role based access system. Define authentication and password security for accessing the system both locally and remotely via the web. Define data security measures to protect sensitive information. Define encryption methods used. Define audit trail capabilities. Custom views could be created based upon the assigned roles. Administrators should be able to assign reporting capabilities to users including standard system generated reports and ad hoc reporting.

Goal/Objective 9 A complete implementation schedule that includes the review of BRIM systems and data, data mapping and conversion, development and testing, training, and final implementation.

REQUEST FOR PROPOSAL

West Virginia Board of Risk and Insurance Management

RFP# 053016

5 **Mandatory Requirements – The successful vendor must perform the following services and affirmatively agree to do so in writing in its proposal.**

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 BRIM.

Mandatory Requirement 1 The successful vendor shall provide a complete Integrated Information System solution as well as any requested or related services necessary for implementation, migration, training, and product support. The vendor may subcontract for portions of the products or services if necessary but the successful vendor shall execute the contract resulting from this RFP. That vendor will coordinate, integrate and be responsible for all products and services proposed.

Mandatory Requirement 2 The successful vendor must agree to, and affirmatively state in its proposal that BRIM shall retain full and unconditional ownership of all data used in the proposed system. Further, the successful vendor must agree to, and affirmatively state in its proposal that BRIM shall retain ownership of or unlimited access to all data dictionaries created and used in the proposed system, for the purpose of transitioning to a new system if necessary.

The vendor must clearly state BRIMs rights and the vendor’s obligation in the event that the contract is not renewed, cancelled or for some other unforeseen event that would otherwise terminate the relationship. BRIM must be allowed reasonable time to continue use of the system, acquisition of data from the system, and time to convert to another system such as not to interrupt the operation of BRIM.

Mandatory Requirement 3 As part of its proposal, the successful vendor must fully demonstrate and describe their backup and recovery strategies, Disaster Recovery methodologies, and Business Continuity planning efforts.

Mandatory Requirement 4 The entire scope of this RFP including but not limited to, systems, applications, processes, data, backup and recovery solutions, Disaster Recovery, Business Continuity solutions, etc. must reside within the continental United States. The successful vendor must affirmatively agree to this requirement in writing and identify where each service will reside or originate from.

Mandatory Requirement 5 The successful vendor must be registered as a vendor in the state of West Virginia and be willing to execute a WV-96 before the contract is awarded.

REQUEST FOR PROPOSAL

West Virginia Board of Risk and Insurance Management

RFP# 053016

6. **Pre Bid Conference (Mandatory)** – All vendors responding to this RFP must attend the pre bid conference as listed in the Schedule of Events. Attendance may be in person or by telephone. The purpose of the pre bid conference is to allow vendors and agency personnel an opportunity to emphasize and clarify critical aspects of this RFP, eliminate misunderstandings, and allow vendor input. **All vendors must pre-register by phone at least one day before the Pre Bid Conference with the following information;**

Company Name
Mailing Address
Representative/s attending
Email Address
Telephone/Fax Numbers
Statement of whether attending in person or by phone

7. **Oral Presentations/Product Demonstrations (Mandatory):** - BRIM requires that vendors responding to this RFP present/demonstrate their proposed solution. The potential dates for presentation/demonstration are listed in the Section 1, Item 3, Schedule of Events. (While we will strive to complete the demonstration during the period indicated, we reserve the right to extend the period as circumstances may dictate) BRIM will contact vendors who have submitted a proposal to schedule the presentation/demonstration. 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:

- Vendors may attend in person or demonstrate remotely
- Vendors will have 3 hours for the entire presentation
- Vendors should be on time and be prepared to start their presentation at the designated time
- There will be a short break approximately half way through the presentation (10 minutes)

The presentation/demonstration should be formatted as follows

- Introduce the presenters, company, and software being presented (10 Minutes Maximum)
- Indicate module/s being presented as their response to this RFP
- In as much detail as possible, demonstrate all sections or modules of the proposed solution.
- Leave at least 30 minutes at the end of the presentation for discussion/questions

REQUEST FOR PROPOSAL

West Virginia Board of Risk and Insurance Management

RFP# 053016

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: Using the attached response sheet and additional pages as may be necessary (**Attachment A: Vendor Response Sheet**), provide the following:

- 1) FIRM/STAFFING INFORMATION
 - 1) firm and staff qualifications and experience in completing similar projects
 - 2) resumes or bios of primary persons who will be assigned to perform under this contract if chosen
 - 3) firm and staff references as may be available and which you would share
 - 4) copies of any staff certifications or degrees applicable to this project
 - 5) location of office(s) where work will be performed (Central Office)
 - 6) proposed staffing plan
 - 7) 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.
- 2) APPROACH AND METHODOLOGY
 - 1) describe the approach and methodology proposed for this project. This should include how each of the goals and objectives listed is to be met.
 - 2) Describe the rights, roles, permissions, etc of users (Lite, portal, incident reporting etc) that is proposed in the vendor response
- 3) QUALITY OF WORK
 - 1) Vendors must submit evidence of the quality of their work. This can be demonstrated by submitted examples of reports generated or work previously undertaken and a listing of other clients for whom services have been provided (as allowed). Recommendation letters can also be provided as desired.

REQUEST FOR PROPOSAL

West Virginia Board of Risk and Insurance Management

RFP# 053016

Note: It will not suffice for vendors who may be currently doing business with BRIM to merely reference the past relationship without further evidence to meet this requirement.

Scoring: Will not be based solely on providing the disclosures or responses to section 5, item number 3 of the RFP; but also by the quality and relevance of the disclosure or response provided.

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 4.5 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. *Cost proposals should be submitted in a separate sealed envelope. Cost proposals should be clearly marked.*

Oral Presentations/Demonstrations:

All Vendors participating in this RFP will be required to provide an oral presentation/demonstration either in person or by phone/computer, based on the criteria set in Section 4.7. For remote presentation/demonstration the vendor must provide notice and toll free call in information 24 hours in advance if they choose not to attend in person. During oral 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 BRIM **prior** to the date and time stipulated in the RFP as the bid due date. All bids will be dated and time stamped to verify official time and date of receipt.

Vendors should allow sufficient time for delivery. BRIM will not waive or excuse late receipt of a proposal, which is delayed or late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified.

REQUEST FOR PROPOSAL
West Virginia Board of Risk and Insurance Management
RFP# 053016

- 5 **Cost Bid Opening:** All cost bids for qualifying proposals will be opened. Cost bids for non-qualifying proposals may 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 bidder's technical proposal failing to meet the minimum acceptable score and the bidder'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.

REQUEST FOR PROPOSAL

West Virginia Board of Risk and Insurance Management

RFP# 053016

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	20 Points Possible
• Approach and methodology	20 Points Possible
• (Oral Presentation/Demonstration)	30 Points Possible
• Cost	<u>30 Points Possible</u>
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:

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

- 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. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Cost bids for non-qualifying proposals may also be opened but shall not be considered. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award.

- 2.3 Cost Evaluation: BRIM's evaluation committee will review the cost proposals, assign appropriate points, and make a final recommendation to the BRIM Executive Director or that person's designee.

REQUEST FOR PROPOSAL
West Virginia Board of Risk and Insurance Management
RFP# 053016

3. **Independent Price Determination:** A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

4. **Rejection of Proposals:** BRIM reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. BRIM further reserves the right to withdraw this RFP at any time and for any reason. Submission of or receipt of proposals by BRIM confers no rights upon the bidder nor obligates BRIM in any manner.

REQUEST FOR PROPOSAL
West Virginia Board of Risk and Insurance Management
RFP# 053016

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, and what the project goals and objectives were and how they were met.

Also, describe the approach and methodology proposed for this RFP. Vendor(s) may use additional sheets of needed.

REQUEST FOR PROPOSAL
West Virginia Board of Risk and Insurance Management
RFP# 053016

Attachment B: Mandatory Specification Checklist

List each of the mandatory specifications contained in Section 4 and provide an affirmative response to each Mandatory Requirement detailing how each specification will be met. Vendor may use additional sheets if needed.

I hereby certify that this submission meets or exceeds each of these specifications as outlined in 4.5 of Section 4.

(Company)

(Representative Name, Title)

REQUEST FOR PROPOSAL

West Virginia Board of Risk and Insurance Management

RFP# 053016

Attachment C: Cost Sheet

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

RMIS Pricing Structure Introduction

For the purposes of this request for proposal, please assume 26 BRIM user licenses. Also, 500 of our insured entities with the ability to log in and submit incidents, run reports and view their own specific data without requiring a license. We need to be able to project costs of addition of licenses as needed if our agency expands.

Include all estimated costs necessary to meet the requirements of this proposal. If you do not currently offer a listed functionality, you may describe any plans to add the functionality and list any associated costs. If a cost is based on time and expense please indicate this in the assumptions area.

We have provided a table format for your response to allow a more equitable comparison of vendor costs. If your Risk Management Information System/Unified Data System offers additional software that you believe would match our processes as described, please list this additional functionality, software, or module in the table provided.

The following criteria will be established for the evaluation of the annual maintenance and license fee per user as part of the RFP. The cost of the annual maintenance fee and license fee per user may not escalate more than 5 percent per year over the initial fees during the extension period of this RFP which could be for a period of an additional four years.

You may include additional documentation in this section as needed. To help us understand your pricing strategy please answer the following questions:

Question	Response
• Describe any licensing options you offer that address occasional or lite-users.	
• If additional licenses are needed, do you offer a pay as we use option?	
• Do you permit clients to add new user licenses in groups or blocks?	
• What is the rate per hour charged for time and expense costs?	
• Do you limit cost increases for maintenance or subscription to CPI?	
• If budget is an issue this year, is there an option to spread initial costs over two years?	
• What licensing or pricing strategy policies do you have that set you apart from other vendors?	
Do you anticipate any hours for the implementation of this software that are not outlined in this RFP? If so, provide detail including hours.	

Description of Feature or Module	# of Users	Core or Additional	Required or Optional	One Time Cost	1st Year Cos	2 nd Year Cost	3 rd Year Cost	4 th Year Cost	5 th Year Cost	Totals	Assumptions
Licensing Fees											
Software License (one time and/or annual)											
BRIM User Licenses											
Lite User Licenses											
Portal Licenses											
List any other required or recommended license fees											
Section Software or Modules Fees											
Claim											
Underwriting											
Loss Control											
Finance											
Incident Reporting											
Document Management (Imaging)											
List any other recommended modules or software and related fees											
Data Conversion Fees (BRIM Data)											
Data Mapping											
Conversion											
Migration											
Implementation/Testing											
List any other Data Conversion related fees											
Configuration and Implementation Fees											
System Configuration, Customization, installation, and implementation											
Creating Interfaces and related programming											
Maintenance or Data Hosting Services Fees											

REQUEST FOR PROPOSAL
West Virginia Board of Risk and Insurance Management
RFP# 053016

Maintenance Fees												
Data Hosting												
Backup, DR, Business Continuity												
Storage												
Upgrades/Updates/Version Changes												
List any other Data Maintenance of Data Hosting Services related fees												
Training and Client Support												
User Training												
Client Support/Help Desk Services												
Exit Plan Costs												
Total Cost												

Attachment D: Certification and Signature Page

I certify that I have reviewed this solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** – Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State’s governing law.
4. **TAXES** – Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor.
5. **PAYMENT** – Any reference to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** – Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting the Agency’s right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** – The Agency recognizes an obligation to pay attorney’s fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor’s liability for direct damages is hereby deleted. Vendor’s liability under the agreement shall not exceed three times the total value of the agreement. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** – Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring the Agency to purchase insurance for Vendor’s property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
22. **DELIVERY** – All deliveries under the agreement will be FOB destination – unless otherwise stated in the State’s original solicitation. Any contrary delivery terms are hereby deleted.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

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 exceeds 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 _____