

REQUEST FOR PROPOSALS

RFP#092315

FOR

Risk Management Information System (RMIS)

ISSUE DATE

September 23, 2015

BIDS DUE

November 20, 2015

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

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SECTION ONE: GENERAL INFORMATION

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 system 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	9/23/15
Pre Bid Conference	10/13/15
Vendor’s Written Questions Submission Deadline.....	10/23/15
Response to Questions.....	10/30/15
Bids Due Date	11/20/15
Oral Presentation/Demonstrations.....	11/20/15 – 12/31/15

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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 may contain mandatory provisions identified by the use of words "must", "will", and "shall". Failure to comply with a mandatory in the solicitation will result in bid disqualification.
3. **Vendor Question Deadline:** Vendors may submit questions relating to this solicitation to BRIM. 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. Submitted e-mails should have the solicitation number in the subject line.

Question Submission Deadline: 10/23/2015

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

The vendor or anyone on the vendor's behalf is not permitted to make any contact whatsoever with any member of the evaluation committee. Violation may 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:** Any verbal communication between the vendor and any State personnel is not binding. Only information issued in writing and added to the RFP specifications by an official written addendum by BRIM is binding.
5. **Bid Submission:** All bids must be submitted by the vendor to BRIM at the address listed below on or before the date and time of the bid submission deadline. Any bid received by BRIM staff is considered to be in the ownership of BRIM and 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:

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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 # 092315
Submission Deadline: November 20, 2015 at 2:00pm

The vendor shall 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 Acknowledge Form. A copy of such form will be provided if a written addendum is issued by BRIM. Failure to acknowledge addenda may result in bid disqualification. The Addendum Acknowledgement Form shall be submitted with the bid to expedite document 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:** 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 owes 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 attached to this RFP (Attachment #1).**

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11. **Resident Vendor Preference:** Vendor preference may only be granted upon written request and only in accordance with West Virginia Code § 5A-3-37 and West Virginia Code of State Rules §148CSR6.4.d. **A Vendor Preference Certificate form has been attached to this RFP (Attachment #2) to allow a vendor to apply for the preference.** Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of vendor preference.
12. **Small, Women-Owned, or Minority-Owned Business:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code § 5A-3-37(a)(7) and West Virginia Code of State Rules §148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under West Virginia Code of State Rules § 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 within its bid, and must be properly certified under West Virginia Code of State Rules § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority business shall be applied in accordance with West Virginia Code of State Rules § 148-22-9.
13. **Waiver of Minor Irregularities:** BRIM reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

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SECTION THREE: GENERAL TERMS AND CONDITIONS

1. **Contractual Agreement:** Issuance of an Award Document signed by BRIM's Executive Director, or designee, and approved as to form by the Attorney General's office 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 West Virginia Division of Purchasing's WV-96 Agreement Addendum form (Attachment #3)**

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 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 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 and approved as to form by the Attorney General, 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.

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3. **Term or Contract Renewal:** Our intent is to have contract in place by 7/1/16. The contract shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one-year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The “reasonable time” period shall not exceed twelve (12) months. During the “reasonable time” period the vendor may terminate the contract for any reason upon giving BRIM ninety (90) days written notice. Notice by vendor of the intent to terminate will not relieve vendor of the obligation to continue providing services pursuant to the terms of the contract.
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 herein is firm for the life of the contract, unless specified elsewhere within this solicitation/contract by BRIM. A vendor’s inclusion of price adjustment provisions in its bid, without an express authorization from BRIM in the solicitation to do so, may result in bid disqualification.
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 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

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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.
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, the vendor, and with approval of the Attorney General's office (Attorney General 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 BRIM.

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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, 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 the Attorney General's office (as to form only), 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.

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27. **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 BRIM and the State of West Virginia. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq. and the competitive bidding laws found in West Virginia Code § 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a vendor considers any part of its bid to be exempt from public disclosure, the 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. A 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. 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. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information will not be honored.

A 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. A vendor must indemnify the State for any costs incurred related to any exemptions claimed by a vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

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

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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 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 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

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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 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.

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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 have a Workers Compensation program at this time.

BRIM is responsible for the Insurance and Risk Management needs of the State of West Virginia. 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'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.

BRIM currently has 23 staff members from the following divisions; Administration (2), Claim (5), Finance (4), Underwriting (5), Loss Control (4), Information Systems (3).

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

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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 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. **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 qualified vendor/vendors 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/s that includes but is not limited to processes, functions, and capabilities for any or all 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, 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 as well as methodology for upgrades and updates.

Claims Administration - including claim/incident reporting, advanced coding, 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, and other BRIM activities related to adjudicating claims.

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Underwriting - processes and functions related to policy generation, collection of customer information, coverage periods and lapses in coverage, requests for insurance, property and liability insurance questionnaire (online SQL database), property valuation, collection of renewal, exposure and rating information, premium calculation, agent commission calculation, certificate generation, correspondence, document retention, rating module that includes xmods, customer premium and payment information, collection and maintenance of mine subsidence companies and policy counts, interface with other systems, and other BRIM activities related to the insurance underwriting processes at BRIM.

Loss Control – ability to track and maintain loss control plans and recommendations as well as mandatory requirements for each customer, trend analysis, benchmarking, historical exposure data, scheduling and contact management and account assignment capabilities, and other BRIM activities related to Loss Control processes at BRIM.

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, 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, and other BRIM activities related to the finance processes at BRIM.

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 Test 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

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Goal/Objective 6 Education and training are critical to the successful transition to a new system. Timely onsite training of internal users will be necessary prior to implementation with the expectation of custom training sessions based upon BRIM divisions.

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

Goal/Objective 8 Security/System administration that is granular and 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 Vendor should propose and complete implementation schedule that includes the review of BRIM systems and data, data mapping and conversion, development and testing, training, and final implementation.

5 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 BRIM.

Mandatory Requirement 1 BRIM is seeking a “single” vendor that will be responsible for providing 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 if necessary but there shall be one vendor to execute the contract resulting from this RFP. That vendor will coordinate, integrate and be responsible for all products and services proposed.

Mandatory Requirement 2 BRIM must retain full and unconditional ownership of all data and data dictionaries used in the proposed system. 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.

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Mandatory Requirement 3 Vendors must clearly demonstrate and describe their backup and recovery strategies, Disaster Recovery methodologies as well as their Business Continuity planning efforts.

Mandatory Requirement 4 The entire scope of this RFP including systems, applications, processes, data, backup and recovery solutions, Disaster Recovery, Business Continuity solutions, etc. must reside within the continental United States.

Mandatory Requirement 5 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.

6. **Oral Presentations (Agency Option):** The Agency has the option of requiring oral presentations/demonstrations of all Vendors participating in the RFP process. If this option is exercised, it would be listed in the Schedule of Events 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:

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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; location of office(s) where work will be performed (Central Office), 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.

Quality of Work: 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.

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.

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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 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 4.6. 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. In accordance with West Virginia Code §5A-3-11, BRIM cannot 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 in accordance with State law.

5 **Cost Bid Opening:** 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 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, 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 (if applicable) 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	25 Points Possible
• Approach and methodology	25 Points Possible
• (Oral Presentation/Deomstration)	20 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:

Lowest price of all proposal

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

- 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 will 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, 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:** BRIM's evaluation committee will review the cost proposals, assign appropriate points, and make a final recommendation to the Purchasing Division.

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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.

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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, 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.

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Attachment B: Mandatory Specification Checklist

List each of the mandatory specifications contained in Section 4 item number (5) (A-L) and provide a response regarding how each specification will be met. Vendor may use additional sheets if needed.

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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.

Cost proposals shall be sealed in a separate envelope from the technical proposal.

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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)