

REQUEST FOR PROPOSAL

West Virginia Board of Risk and Insurance Management
RFP# RIM040425

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SECTION 1: GENERAL INFORMATION

1.1. Introduction:

The West Virginia Department of Administration, Board of Risk and Insurance (hereinafter referred to as the “BRIM”) is issuing this solicitation as a request for proposal (“RFP”), as authorized by W. Va. Code §5A-3-10b, for the West Virginia Board of Risk and Insurance Management (hereinafter referred to as the “BRIM”) to provide **Independent Claim Handling Services**.

The RFP is a procurement method in which vendors submit proposals in response to the request for proposal published by the Purchasing Division. It requires an award to the highest scoring vendor, rather than the lowest cost vendor, based upon a technical evaluation of the vendor’s technical proposal and a cost evaluation. This is referred to as a best value procurement. Through their proposals, vendors offer a solution to the objectives, problem, or need specified in the RFP, and define how they intend to meet (or exceed) the RFP requirements.

1.2 RFP Schedule of Events

RFP Released to Public.....	04/04/2025
Vendor’s Written Questions Submission Deadline	04/18/2025
Response to Questions Deadline.....	04/25/25
Bid Submission Deadline.....	05/09/2025 by 2:00PM
Contract Awards Made	On or before 6/30/25

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SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 2.1 Inquiries:** Inquiries regarding specifications of this RFP must be submitted in writing to BRIM with the exception of questions regarding the proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.3. All inquiries of specification clarification must be addressed to:

John Fernatt, Deputy Director and Claim Manager
West Virginia Board of Risk and Insurance Management
1124 Smith Street, Suite 4300
Charleston, WV 25301
(304)766-2646, ext. 57609
(304) 558-6004 (FAX)

No contact between the Vendor and the Agency is permitted without the express written consent of the State Buyer. Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFP has been released.

- 2.2 Verbal Communication:** Any verbal communication between the Vendor and any State personnel is **not** binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the RFP specifications by an official written addendum by BRIM is binding.
- 2.3 Addenda:** If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the Purchasing Division.

SECTION 3: GENERAL TERMS AND CONDITIONS

- 3.1 Contract Provisions:** 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.
- 3.2 Public Record:** All documents submitted to BRIM related to purchase orders or contracts are considered public records. All bids, proposals, or offers submitted by Vendors shall become public information and are available for inspection during normal official business hours at BRIM after the bids are opened.

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3.2.1 Risk of Disclosure: The only exemptions to disclosure of information are listed in *West Virginia Code §29B-1-4*. Any information considered a trade secret must be separated from the Vendor submission and clearly labeled as such. Primarily, only trade secrets, as submitted by a bidder, are exempt from public disclosure. The submission of any information to the State by a Vendor puts the risk of disclosure on the Vendor. The State does not guarantee non-disclosure of any information to the public.

3.2.2 Written Release of Information: All public information may be released with or without a Freedom of Information request.

3.3 Conflict of Interest: Vendor 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.

3.4 Vendor Relationship: The relationship of the Vendor to BRIM shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of BRIM or the State of West Virginia for any purpose whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *et cetera* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold BRIM harmless and shall provide 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.

The Vendor shall not assign, convey, transfer, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association, or entity without expressed written consent of the Agency.

3.4.1 Subcontracts/Joint Ventures: The Vendor may, with the prior written consent of the State, enter into subcontracts for performance of work under this contract.

3.4.2 Indemnification: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses

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

3.4.3 Governing Law: This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations as provided by Federal, State, and local governments.

3.5. Term of Contract and Renewals: This contract will be effective upon award and 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, Vendor may terminate the contract for any reason upon giving BRIM ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue providing services pursuant to the terms of the contract.

3.6 Non-Appropriation of Funds: If funds are not appropriated for BRIM in any succeeding fiscal year for the continued use of the services covered by this contract, the State may terminate the contract at the end of the affected current fiscal period without further charge or penalty. BRIM shall give the Vendor written notice of such non-appropriation of funds as soon as possible after BRIM receives notice. No penalty shall accrue to BRIM in the event this provision is exercised.

3.7 Changes: If changes to the contract become necessary, a formal contract change order will be negotiated by the BRIM and the Vendor.

As soon as possible, but not to surpass thirty (30) days after receipt of a written change request from BRIM, the Vendor shall determine if there is an impact on price with the change requested and provide BRIM with a written Statement identifying any price impact on the contract. The Vendor shall provide a description of any price change associated with the implementation.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER FROM BRIM.

3.8 Price Quotations: The price(s) quoted in the Vendor’s proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided in the original specifications.

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COST PROPOSALS MUST BE:

3.8.1 Submitted in a separate sealed envelope and will not be opened initially.

3.8.2 In the format of an hourly rate which includes all costs and expenses related to the completion of assigned tasks. There can be no separate billing for any mileage, photos, reports, copy work, postage, or other expenses, in addition to the hourly rate proposed in the submission. The hourly rate must therefore consider all expenses and be all inclusive.

3.9 Invoices and Progress Payments: The Vendor shall submit invoices, in arrears, to BRIM at the address on the face of the purchase order labeled "Invoice To."

3.10 Contract Termination: BRIM may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. BRIM shall provide the Vendor with advance notice of performance conditions which may endanger the contract's continuation. If after such notice the Vendor fails to remedy the conditions within the established timeframe, BRIM shall order the Vendor to cease and desist any and all work immediately. BRIM shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may be terminated by the State with thirty (30) days prior notice pursuant to *West Virginia Code of State Rules § 148-1-7.16.2*.

3.11 Special Terms and Conditions:

3.11.1 Insurance Requirements: *(Insurance certificates are required prior to award but are not required at the time of bid).*

- Workers' Compensation Insurance covering all liability of the Vendor arising under the Workers' Compensation statutes of the State of West Virginia, including Employers Liability Insurance with a combined single limit of not less than \$1,000,000.
- Comprehensive General Liability Insurance in a broad form, with a combined single limit of not less than \$1,000,000, to include coverage for Premises/Operations; Products/Completed Operations; Independent Contractors; Personal Injury and Professional Liability (including errors and omissions coverage).

3.12 Record Retention (Access and Confidentiality): 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 a minimum of five (5) 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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Vendor shall have access to private and confidential data maintained by BRIM to the extent required for the Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and BRIM against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by the Vendor.

SECTION 4: PROJECT SPECIFICATIONS

4.1.1. Location: BRIM is located 1124 Smith Street, Suite 4300, Charleston, WV 25301

4.2 Background and Current Operating Environment: BRIM administers a multifaceted insurance program including liability and property insurance for all state agencies, states boards of education, and various political subdivisions, charitable or public service organizations and emergency medical services agencies. Approximately 930 entities, other than the state, are insured through the BRIM program. BRIM also provides mine subsidence reinsurance for structures throughout the state. BRIM insures over \$27 billion in property values in its programs and uses a combination of self-insurance, reinsurance and guaranteed cost insurance to administer the programs listed above.

4.3 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 including the location of the project, project manager name and contact information, type of project, what the project goals and objectives were, and how they were met.

4.4 Project and Goals: The project goals and objectives are:

4.4.1 To procure qualified independent adjusting services for BRIM which may be necessary due to, among other things, complex property and mine subsidence claims which BRIM is charged with handling. The claim adjustment process may include both full adjustments and appraisals, depending on the scope of the particular assignment.

4.4.2 To choose as many vendors as are necessary to accomplish the purpose of this RFP.

4.5 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”,

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“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 State.

4.5.1 Adjusters must be currently licensed to adjust claims in the State of West Virginia and meet the minimum requirements as outlined by the West Virginia Office of the Insurance Commissioner.

4.5.2 Adjusters must have a minimum of five (5) years of property adjusting experience unless approval is given by BRIM for use of adjusters with less than that amount of minimum experience.

4.5.3 Adjusters must be able to perform all facets of insurance adjusting with minimal supervision.

4.5.4 Adjusters must be competent to create and produce their own appraisal of damages on real property and or mobile equipment.

4.5.5 Adjusters must agree to establish contact on assigned claims within 48 hours of assignment and to submit a first report to BRIM within thirty (30) days of an assignment.

4.5.6 Adjusters must agree to respond to a BRIM request for status within seven (7) working days of receipt of the request.

4.5.7 Vendor must submit an example of their service invoice for review. Adjuster time sheets must be legible. For hourly billing models, invoices must list services broken into 1/10 hour units and must identify [1] the name of the individual performing the service; [2] the date of the service; [3] an explanation of the service provided and [4] the rate of compensation for the service.

EXAMPLES OF SERVICE INVOICES SHOULD NOT SHOW PROPOSED HOURLY RATES. PROPOSED HOURLY RATES MUST ONLY BE SHOWN IN THE SEPARATE SEALED ENVELOPE FOR COST PROPOSAL – SEE SECTION 5.3.3 and 5.3.4 BELOW.

4.5.8 Adjusters must provide a sample copy of a previous report generated (with appropriate identifying information redacted as necessary) to demonstrate their ability to meet the project goals and the mandatory requirements contained in this RFP.

4.5.9 Vendor must be able and willing to accept payment via credit card. Any costs associated with such usage must be borne by the vendor and should be considered when arriving at a cost proposal.

4.6 Oral Presentations (Agency Option): State agencies have the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFP. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below

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SECTION 5: VENDOR PROPOSAL

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

5.2. 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.

5.3. Proposal Format: Vendors should provide responses in the format listed below:

5.3.1. Two-Part Submission: Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.

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

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

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

Proposal Submission: All proposals (both technical and cost) must be submitted to the Purchasing Division **prior** to the date and time listed in Section 2, Instructions to Vendors Submitting Bids as the bid opening date and time.

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SECTION 6: EVALUATION AND AWARD

- 6.1. Evaluation Process:** Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all of the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract.
- 6.2. Evaluation Criteria:** Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of 70 of the 100 points. Cost represents 30 of the 100 total points.

Evaluation Point Allocation:

Qualifications and experience (§ 4.3)

- Qualifications and Experience Generally (§ 4.3.1) (35) Points Possible
- Exceeding Mandatory Qualification/Experience Requirements (§ 4.3.2) (35) Points Possible

(Oral interview, if applicable) (§ 4.4) (30) Points Possible

Total Technical Score: 70 Points Possible

Total Cost Score: 30 Points Possible

Total Proposal Score: 100 Points Possible

- 6.3. Technical Bid Opening:** At the technical bid opening, the BRIM will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Agency evaluation committee for technical evaluation.
- 6.4. Technical Evaluation:** The Agency evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Purchasing Division.
- 6.5. Proposal Disqualification:**

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6.5.1. **Minimum Acceptable Score (“MAS”):** Vendors must score a minimum of 70% (49 points) of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.

6.5.2. **Failure to Meet Mandatory Requirement:** Vendors must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.

6.6. **Cost Bid Opening:** BRIM will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the BRIM has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Agency evaluation committee for cost evaluation.

BRIM reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

6.7. **Cost Evaluation:** The Agency evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the BRIM.

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

Step 1: $\text{Lowest Cost of All Proposals} / \text{Cost of Proposal Being Evaluated} = \text{Cost Score Percentage}$

Step 2: $\text{Cost Score Percentage} \times \text{Points Allocated to Cost Proposal} = \text{Total Cost Score}$

Example:

Proposal 1 Cost is \$1,000,000

Proposal 2 Cost is \$1,100,000

Points Allocated to Cost Proposal is 30

Proposal 1: Step 1 – $\$1,000,000 / \$1,000,000 = \text{Cost Score Percentage of 1 (100\%)}$

Step 2 – $1 \times 30 = \text{Total Cost Score of 30}$

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Proposal 2: Step 1– \$1,000,000 / \$1,100,000 = Cost Score Percentage of 0.909091 (90.9091%)
Step 2 – 0.909091 X 30 = Total Cost Score of 27.27273

6.8. Availability of Information: Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

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

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

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Attachment A: Vendor Response Sheet

USE ADDITIONAL SHEETS AS NECESSARY

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 where and how they were met.

Section 2.4.1: To procure qualified independent adjusting services for BRIM which may be necessary due to, among other things, complex property and mine subsidence claims which BRIM is charged with handling. The claim adjustment process may include both full adjustments and appraisals, depending on the scope of the particular assignment.

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Attachment B: Mandatory Specification Checklist

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 these requirements.*

Section 2.5.1: Adjusters must be currently licensed to adjust claims in the State of West Virginia and meet the minimum requirements as outlined by the West Virginia Office of the Insurance Commissioner.

Vendor Response:

Section 2.5.2: Adjusters must have a minimum of five (5) years of property adjusting experience unless approval is given by BRIM for use of adjusters with less than that amount of minimum experience.

Vendor Response:

Section 2.5.3: Adjusters must be able to perform all facets of insurance adjusting with minimal supervision.

Vendor Response:

Section 2.5.4: Adjusters must be competent to create and produce their own appraisal of damages on real property and or mobile equipment.

Vendor Response:

Section 2.5.5: Adjusters must agree to establish contact on assigned claims within 48 hours of assignment and to submit a first report to BRIM within thirty (30) days of an assignment.

Vendor Response:

Section 2.5.6: Adjusters must agree to respond to a BRIM request for status within seven (7) working days of receipt of the request.

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Vendor Response:

Section 2.5.7: Adjusters must submit an example of their service invoice for review. Adjuster time sheets must be legible and must list services broken into 1/10-hour units and must identify [1] the name of the individual performing the service; [2] the date of the service; [3] an explanation of the service provided and [4] the rate of compensation for the service. Your example invoice should not show the actual hourly rate you will bid. That actual number should only be shown in the separate sealed “cost proposal”.

Vendor Response:

Section 2.5.8: Adjusters must provide a sample copy of a previous report generated (with appropriate identifying information redacted as necessary) to demonstrate their ability to meet the project goals and the mandatory requirements contained in this RFP.

Vendor Response:

Section 2.5.9: Vendor must be able and willing to accept payment via credit card. Any costs associated with such usage must be borne by the vendor and should be considered when arriving at a cost proposal.

Vendor Response:

I certify that the proposal submitted meets or exceeds all the mandatory specifications of this Request for Proposal. Additionally, I agree to provide any additional documentation deemed necessary by the State of West Virginia to demonstrate compliance with said mandatory specifications.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

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Attachment C: Cost Sheet

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