

# **EXPRESSION OF INTEREST**

Engineering and Geotechnical Services for West Virginia Board of Risk &  
Insurance Management  
EOI # 040521

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## **SECTION ONE: GENERAL INFORMATION**

- 1. PURPOSE:** The West Virginia Board of Risk and Insurance Management (“BRIM”) is soliciting Expressions of Interest (“EOI” or “Bids”) from qualified firms to provide to BRIM engineering and, or geotechnical services as defined herein. 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. Currently, approximately 1000 entities, other than the state, are insured through the BRIM program. BRIM also provides mine subsidence reinsurance for enrolled insurance carriers with insured structures throughout the State. BRIM also insures over \$23 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.
- 2. PROJECT:** The mission or purpose of the project is to solicit bids for Engineering and Geotechnical services to be used on a case-by-case basis as assigned by BRIM or its designee, to inspect various private and commercial properties within the State of West Virginia. To conduct surface and subsurface investigations for the purpose of determining if those structures have been damaged by underground coal mine subsidence, and to assist in determining whether the observed damages are due to effects of underground coal mine subsidence or are due to some other cause. On occasion, engineering or geotechnical expertise is necessary on other property claims handled by BRIM and such usage is contemplated by this EOI. (“Project”).

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## **3. SCHEDULE OF EVENTS:**

Release of the EOI.....	04/04/2025
Firm's Written Questions Submission Deadline. ....	04/18/2025
Response to Questions Deadline	04/25/2025
Expressions of Interest Submission Deadline.....	05/09/2025 by 2:00 p.m.
Contract Awards Made .....	On or before 06/30/2025

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## SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 2.1     Inquiries:** Additional information inquiries regarding this EOI must be submitted in writing to BRIM with the exception of questions regarding 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 the designated **sole contact** for this EOI:

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 (office)  
(304) 558-6004 (fax)  
John.l.fernatt@wv.gov

- **Questions may be submitted in writing or by email to [john.l.fernatt@wv.gov](mailto:john.l.fernatt@wv.gov). All questions and answers will be posted on the BRIM web site as they are received and addressed. Firms should periodically check the BRIM web site to keep advised of what is being asked and answered. BRIM will note when answering the final question(s).**

The firm, or anyone on the firm's behalf, is not permitted to direct questions or comment on this EOI with anyone at BRIM except the sole contact. Violation may result in rejection of the EOI.

**2.2     Vendor Registration:**

Vendors participating in this process should complete and file a ***Vendor Registration and Disclosure Statement*** (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit an EOI, but the **successful vendor must** register and pay the fee prior to the issuance of an actual contract.

**2.3     Oral Statements and Commitments:**

Firm must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between firm's representatives and any State personnel are **not** binding. Only the information issued in writing and added to the EOI specifications file by an official written addendum is binding.

**2.4     Economy of Preparation:**

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EOI's should be prepared simply and economically, providing a straightforward, concise description of firm's abilities to satisfy the requirements of the EOI. Emphasis should be placed on completeness and clarity of content.

**2.5 Labeling of the Sections:** The response sections should be labeled for ease of evaluation.

**2.6 Submission:**

**2.6.1** The original and four copies of the expression shall be submitted to BRIM **prior** to the date and time stipulated as the due date.

**2.6.2** Firms mailing EOI's should allow sufficient time for mail delivery to ensure timely arrival. BRIM **CANNOT** waive or excuse late receipt of an expression which is delayed and late for any reason. Any EOI received after the due date and time will be immediately disqualified in accordance with State law and the Legislative Rules as applicable.

**Submit:**

One (1) original plus four (4) convenience copies, for a total of five (5) copies to:

John Fernatt, Deputy Director and Claim Manager  
West Virginia Board of Risk and Insurance Management  
1124 Smith Street, Suite 4300  
Charleston, WV 25301

The outside of the envelope or package(s) should be clearly marked:

EOI#: RIM 040425  
1124 Smith Street, Suite 4300  
Charleston, WV 25301

**2.7 Rejection of Expressions:**

BRIM may select multiple firms to fulfill the project needs. However, BRIM reserves the right to accept or reject any or all expressions and reserves the right to withdraw this EOI at any time and for any reason. Submission of, or receipt by BRIM of Expressions confers no rights upon the firm nor obligates BRIM in any manner. A contract based on this EOI and the firm's response may or may not be awarded.

Any contract resulting in an award from this EOI and subsequent negotiations is not valid until properly approved and executed by BRIM and any other State agencies as may be required.

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## **2.8 Incurring Costs:**

BRIM and any of its employees or officers shall not be held liable for any expenses incurred by any firm responding to this EOI for expenses to prepare, deliver, or to attend oral interviews (if required).

## **2.9 Addenda:**

If it becomes necessary to revise any part of this EOI, an official written addendum will be issued by BRIM to all potential firms of record.

## **2.10 Price Quotations: No “price” or “fee” quotation is requested or permitted in the response.**

## **2.11 Public Record:**

### **2.11.1 Submissions are Public Record**

All documents submitted to BRIM related to purchase orders/contracts are considered public records. All EOI's submitted by firms shall become public information and are available for inspection during normal official business hours at BRIM after the expressions have been opened.

### **2.11.2 Written Release of Information**

All public information may be released with or without a Freedom of Information request.

### **2.11.3 Risk of Disclosure**

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets as submitted by a firm are the only exemption to public disclosure. The submission of any information to BRIM by a firm puts the risk of disclosure on the firm. BRIM does not guarantee non-disclosure of any information to the public.

## **2.12 Purchasing Affidavit:** West Virginia State Code §5A-3-10a (3) (d) requires that all firms submit an Affidavit regarding any debt owed to the State and licensing and confidentiality certifications. The Affidavit must be signed and submitted prior to award. It is preferred that the Affidavit be submitted with the EOI.

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## SECTION THREE: PROJECT SPECIFICATIONS

1. Location: BRIM is located at 1124 Smith Street, Suite 4300, Charleston, WV 25301. The various properties to be examined, inspected, or investigated, in connection with any contract awarded out of this EOI, may be located anywhere within the State of West Virginia. Firms must agree to travel to any location within the State of West Virginia for any assignment arising out of a contract awarded from this EOI.
2. **Background:** BRIM administers the Underground Coal Mine Subsidence Insurance program for the State of West Virginia, pursuant to W. Va. Code §33-30-1. For the purpose of this EOI, "Mine Subsidence" shall mean "loss to a structure caused by lateral or vertical movement, including collapse which results therefrom, of structures from collapse of man-made underground coal mines. It does not include loss caused by earthquake, landslide, volcanic eruption or collapse of storm and sewer drains and rapid transit tunnels." When mine subsidence claims are submitted to BRIM, BRIM undertakes an investigation to determine 1) was the structure affected by mine subsidence, 2) was the structure's claimed damage due to mine subsidence, and if not, 3) what was the cause or causes of the claimed damage to the structure. This EOI anticipates that successful firms will provide, on assignment, professional engineering or geotechnical expertise to provide answers to these questions. Occasionally, BRIM may require the firm to provide expertise or professional advice on design of suitable remediation of the damaged structure. In addition, BRIM may occasionally ask firms to perform forensic engineering evaluation of structures which may present damage or other issues due to causes other than mine subsidence. It is anticipated that all work will include a field inspection of the structure and a written report of findings or recommendations from the firm within 30 days of assignment, unless otherwise agreed by BRIM. Enlargements of this 30 day requirement may be authorized on a case by case basis by the BRIM representative assigned to that claim.

**If a firm has the ability to perform core drilling, that firm should also include information about its capabilities and experience doing core drilling.**

3. **Qualifications and Experience:** Firms must provide information regarding:
  - 3.3.1 Its employees, including staff qualifications and experience in completing similar projects.
  - 3.3.2 References
  - 3.3.3 Copies of any staff certifications or degrees applicable to this project
  - 3.3.4 Proposed staffing plan

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**3.3.5** 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.

### **3.4 Approach:**

**3.4.1** Firm will describe what it understands its role to be in a mine subsidence investigation assigned by BRIM and the steps it may take to accomplish its assignment.

**3.4.2** If applicable, firm will describe what it understands its role to be in a core drilling assignment from BRIM, and the steps it may take to accomplish its assignment.

**3.4.3** If applicable, firm will describe what it understands its role to be in a forensic engineering investigation assigned to it by BRIM and the steps it may take to accomplish its assignment.

### **3.5 Project and Goals:**

**3.5.1** Select one or more qualified firms to provide professional engineering or geotechnical expertise to perform field investigations, on request of BRIM, of various commercial or residential structures located throughout the State for the purpose of determining 1) whether the structure was affected by mine subsidence, 2) whether the structure's claimed damage was due to mine subsidence, and if not, 3) what the cause or causes were of any claimed damage to the structure, and to provide written report of findings and recommendations.

**3.5.2** Select one or more qualified firms to perform forensic engineering assessments, on request of BRIM, of other structures or buildings, and to provide written reports of findings and recommendations.

**3.5.3** Select one or more qualified firms to perform core drilling and core analysis, on request of BRIM, for the purpose of assisting BRIM in determining presence of mine subsidence.

**3.6 Interviews (Agency Option):** BRIM has the option of requiring an interview of all firms participating in the EOI process. See Schedule of Events (Section 1.3). During interviews, Firms may not alter or add to their submitted proposal but may be asked to clarify.

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## SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

1. **Economy of Preparation:** EOIs should be prepared simply and economically, providing a straight-forward, concise description of the firm's abilities to satisfy the requirements and goals and objectives of the EOI. Emphasis should be placed on completeness and clarity of content. The response sections should be labeled for ease of evaluation.
2. **BIDS MUST NOT CONTAIN PRICE INFORMATION:** The State shall select the best value solution according to W. Va. Code §5G-1-3. In accordance with Code requirements, no "price" or "fee" information is permitted in the Vendor's EOI response.
3. **Evaluation and Award Process:** Expressions of Interest for projects estimated to cost \$250,000 or more will be evaluated and awarded in accordance with W.Va. Code §5G-1-3. That Code section requires the following related to evaluation and award:

"In the procurement of architectural and engineering services for projects estimated to cost less than two hundred fifty thousand dollars, competition shall be sought by the agency. The agency shall conduct discussions with three or more professional firms solicited on the basis of known or submitted qualifications for the assignment prior to the awarding of any contract: Provided, That if a judgment is made that special circumstances exist and that seeking competition is not practical, the agency may, with the prior approval of the director of purchasing, select a firm on the basis of previous satisfactory performance and knowledge of the agency's facilities and needs. After selection, the agency and firm shall develop the scope of services required and negotiate a contract."

It is BRIM's desire to award contracts to more than one firm to allow for a choice of firms based on geographical considerations and identified strengths and needs. BRIM will offer a contract to firms that score at least 70 points on evaluation of this EOI and who are able to negotiate a contract with BRIM. Once contracts have been awarded, BRIM will assign work to firms based on the number of Mine Subsidence claims submitted, and their location, which may require, in BRIM's judgment, engineering or geotechnical services. BRIM cannot identify or guarantee the number of claims which may result in work for any given firm which may enter into a contract with BRIM as a result of this EOI.

- 3.1. **Selection Committee Evaluation and Negotiation:** A committee comprised of three to five representatives of the agency initiating the request shall:



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- 3.1.1. evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service.
- 3.1.2. conduct interviews with each of the three firms selected.
- 3.1.3. rank the three selected firms in order of preference
- 3.1.4. and commence scope of service and price negotiations with the highest qualified professional firm.

If negotiations are successful, the contract documents will be forwarded to the WV Purchasing Division for review and approval, and then to the WV Attorney General's office for review and approval as to form. Once approved, a formal contract will be issued to the Vendor.

Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified at a fee determined to be fair and reasonable, the agency will then commence negotiations with the second most qualified firm, and so on, until an agreement is reached, or the solicitation is cancelled.

### **3.2 The evaluation criteria and assigned point values are as follows:**

Evaluation criteria shall be based on a total of 100 points, which will include an oral interview if one is necessary. To be eligible for price negotiation and possible award of a contract, firms must score at least seventy (70) points out of a possible one hundred (100) points.

#### **3.2.1 (25 points)**

Firms must submit a listing of the key personnel employed with the firm who would be engaged in determining the cause(s) of damage and/or the cost of structural repairs, any supervisory personnel involved in that process and a resume for each person. Firms must also list the location of their main office and each satellite office from which contracted work would be performed.

***NOTE:** Scoring will not be based solely on providing the information*

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*required in 3.3 and 3.4 but also by the **quality** and **relevance** of the disclosure or response required.*

### **3.2.2 (25 points)**

Firms must submit evidence of the quality of their work. This can be demonstrated by submitting examples of 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. The evidence provided should reflect the reliability and integrity of the firm and should serve as assurance of good performance.

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

### **3.2.3 (40 points)**

Firms must demonstrate an understanding of the BRIM's objectives and the nature and scope of the work to be performed. This can be accomplished by providing a description of how firms would undertake an investigation into the existence of mine subsidence and the damage resulting from mine subsidence. Firms must demonstrate an understanding of mine subsidence and how it manifests itself; what physical manifestations are present when subsidence is present and explain what is necessary to make a determination as to cause. Firms must be able to suggest other causes for damage inspected if the cause is not mine subsidence.

### **3.2.4 (10 points)**

Firms must demonstrate compliance with all conditions and requirements of this EOI.

**3.3** BRIM may or may not schedule oral interviews with firms following receipt and review of submissions.

**3.4** BRIM reserves the right to accept or reject any or all of the submissions, in whole or in part, without prejudice, if to do so is felt to be in the best interests of BRIM and/or the State.

**3.5** A firm's failure to provide complete and accurate information may be considered grounds for disqualification. BRIM reserves the right, if necessary, to ask firms for additional information to clarify their submission.

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## **SECTION FIVE: TERMS AND CONDITIONS**

By signing and submitting the EOI, the firm agrees to be bound by all the terms contained in Section 5 this EOI.

### **5.1 Conflict of Interest:**

The firm affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The firm further covenants that in the performance of the contract, the firm shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to BRIM.

### **5.2 Prohibition Against Gratuities:**

The firm warrants that it has not employed any company or person other than a bona fide employee working solely for the firm or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract. For breach or violation of this warranty, BRIM shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

### **5.3 Certifications Related to Lobbying:**

The firm certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the firm shall complete and submit a disclosure form to report the lobbying.

The firm agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and

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cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

### **5.4 Vendor Relationship:**

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

The firm shall be responsible for selecting, supervising and compensating all individuals employed pursuant to the terms of this EOI and resulting contract. Neither the firm nor any employees or contractors of the firm shall be deemed to be employees of BRIM for any purposes whatsoever.

The firm 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, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

The firm shall hold harmless BRIM and shall provide BRIM with a defense against all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The firm 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 BRIM.

### **5.5 Indemnification:**

The firm agrees to indemnify, defend and hold harmless 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 the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the firm, 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; (3) Any failure of the firm, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

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## **5.6 Contract Provisions:**

After qualified firms are identified, and fee negotiations are concluded, a formal contract document will be executed between BRIM and the firms. The order of precedence is the contract, the EOI and the firms' response to the EOI.

## **5.7 Governing Law:**

This contract shall be governed by the laws of West Virginia. The firm further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

## **5.8 Compliance with Laws and Regulations:**

The firm shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The firm shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

## **5.9 Subcontracts/Joint Ventures:**

BRIM will consider the firm to be the sole point of contact with regard to all contractual matters. The firm may, with the prior written consent of BRIM, enter into written subcontracts for performance of work under this contract; however, the firm is totally responsible for payment of all subcontractors.

## **5.10 Term of Contract:**

This contract will be effective July 1, 2025 and shall extend until the scope of work is complete or for one (1) consecutive twelve (12) month period. The contract may be renewed upon mutual consent for two (2) consecutive years one (1) year periods or until such reasonable time as may be necessary to obtain a new contract or to complete work.

## **5.11 Non-Appropriation of Funds:**

If BRIM is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, BRIM may terminate the contract at the end of the affected current fiscal period without further charge or penalty. BRIM shall give the firm written notice of such non-allocation of funds as soon as possible after BRIM receives notice. No penalty shall accrue to BRIM in the event this provision is exercised.

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## **5.12 Contract Termination:**

BRIM may terminate any contract resulting from this EOI immediately at any time the firm fails to carry out its responsibilities or to make substantial progress under the terms of this EOI and resulting contract. BRIM shall provide the firm with advance notice of performance conditions, which are endangering the contract's continuation. If after such notice the firm fails to remedy the conditions contained in the notice, within the time contained in the notice, BRIM shall issue the firm an order to cease and desist 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 also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

## **5.13 Changes:**

If changes to the original contract become necessary, a formal contract change order will be required. Prior to any work being performed, the change must be negotiated and approved by BRIM and the firm. An approved contract change order is defined as one approved by the BRIM prior to the effective date of such amendment. **NO CHANGE SHALL BE IMPLEMENTED BY THE FIRM UNTIL THE FIRM RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

## **5.14 Invoices:**

The firm shall submit invoices to BRIM for all services provided pursuant to the terms of the contract. The firm is requested to propose points at which compensation would appropriate in their work plan. Progress reports must be submitted with the invoice detailing the progress completed. Payment will be made only upon approval of acceptable progress as documented in the firm's reports. Invoices may not be submitted more than once monthly. State law prohibits payment of invoices prior to the receipt of services.

Firms must be willing to price their services (except for subsurface investigation when necessary) in the form of an hourly rate which includes all costs and expenses related to completion of the task. Bills must be in 1/10 hour increments and must describe the service provided, the date provided and who provided the service.

BRIM may choose to pay firms by way of a credit card payment. Therefore, firms **must** have the ability to accept credit card payments. Any costs associated with such usage must be borne by the vendor and should be considered when arriving at a cost proposal.

## **5.15 Record Retention (Access & Confidentiality):**

The firm shall comply with all applicable Federal and State of West Virginia rules and regulations,

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and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by the firm. The firm shall maintain such records a minimum of five (5) years and make available all records to BRIM personnel at firm's location during normal business hours upon written request by BRIM within 10 days after receipt of the request.

The firm shall have access to private and confidential data maintained by BRIM to the extent required for firm to carry out the duties and responsibilities defined in this contract. Firm agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless BRIM against any and all claims brought by any party attributed to actions of breach of confidentiality by the firm, subcontractors, or individuals permitted access by the firm.



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## **Certification and Signature Sheet**

By signing below, I certify that I have reviewed this Expression of Interest 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 submitting firm to execute this Expression or any documents related thereto on submitting firm's behalf; that I am authorized to bind the submitting firm in a contractual relationship; and that, to the best of my knowledge, the submitting firm has properly registered with any State agency that may require registration.

---

(Firm)

---

(Representative Name, Title)

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(Contact Phone/Fax Number)

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(Date)