

**REQUEST FOR PROPOSAL**  
**Emergency Contractor Services**  
**West Virginia Board of Risk and Insurance Management**  
**RFP#05012012**

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**SECTION ONE: GENERAL INFORMATION**

- 1.1 Purpose: The West Virginia Board of Risk and Insurance Management, hereinafter referred to as the "State," is soliciting proposals to provide "as needed" emergency contractor services for mitigation of damage to state properties in the event of unexpected loss or damage to those state properties.
- 1.2 By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

A Request for Proposal (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.

- 1.2.1 Compliance with Laws and Regulations: The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or municipal laws, along with all regulations, and ordinances of any regulating body.

The Vendor 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 shall be borne by the Vendor. 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.

- 1.3 Schedule of Events:

RFP Issuance.....	May 1, 2012
Vendor's Written Questions Submission Deadline.....	May 15, 2012
Oral Presentation ( <i>if required</i> ).....	May 24-25, 2012
Proposal/Bid due to BRIM.....	3:00 pm EDT, June 8, 2012
Proposed Contract Effective Date.....	July 1, 2012

- 1.4 **Inquiries:** Inquiries regarding specifications of this RFP must be submitted in writing to the State. The deadline for written inquiries is identified in the Schedule of Events, Section 1.3. **The designated State contact will be Charles S. Mozingo, Jr.** All inquiries of specification clarification must be addressed to:

Charles S. Mozingo, Jr., Assistant Claim Manager  
WV Board of Risk and Insurance Management  
90 MacCorkle Avenue, SW  
STE 203  
South Charleston, WV 25303  
charles.s.mozingo@wv.gov  
Fax: (304) 720-7120

**Other than the designated State contact, no contact between the Vendor and the State is permitted without the express written consent of the State contact.** Violation may result in rejection of the bid. The State contact is the sole contact for any and all inquiries after this RFP has been released.

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

## SECTION TWO: PROJECT SPECIFICATIONS

- 2.1 **Location:** The West Virginia Board of Risk and Insurance Management (BRIM) is located at 90 MacCorkle Avenue, SW, STE 203, South Charleston, WV
- 2.2 **Background and Current Operating Environment:** BRIM administers a multifaceted insurance program including liability and property insurance for all state agencies, state boards of education, and various political subdivisions and non-profit corporations. BRIM also acts as the reinsurance vehicle for the West Virginia Mine Subsidence Fund. In addition, BRIM provides professional liability insurance to physicians and other health care providers as allowed by statute.

BRIM currently covers over 100,000 employees, 27,000 vehicles and over \$15.8 billion in property values in its property and liability programs. BRIM uses a combination of self insurance, reinsurance and guaranteed cost insurance to administer the programs listed above.

The BRIM contact will be Charles S. Mozingo, Jr. Assistant Claim Manager

- 2.3 **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.

**2.4 Project and Goals:** The project goals and objectives are:

2.4.1 The contractor or contractors will be required to respond to those events (losses) where services are needed for the immediate and initial response to emergency situations such as, but not limited to, water/fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, mold remediation, debris removal, emergency construction for damage mitigation, etc.

**2.5 Requirements**

The following 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 specifications may 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 State.

2.5.1 Qualifications: Contractor must provide evidence that it is capable of performing all work required to restore state owned property, or state insured property, damaged by water intrusion, fire or smoke, wind, hazmat events, or mold. The contractor will not be responsible for reconstruction except to the extent necessary for emergency repairs or damage mitigation. Please provide background on your company to include years in business, type of work completed, and references.

2.5.2 Response Time: The contractor must be able to respond to the State within one (1) hour of initial notification. The contractor shall be on site within five (5) hours of the initial notification to determine the scope of work involved. The contractor must provide an explanation of how it will meet this requirement.

2.5.3 Equipment: The contractor must provide an inventory list of the restoration equipment owned by the contractor. Examples of equipment which may be required are drying equipment, air scrubbers, moisture meters, etc. The listing shall include the name of the manufacturer, current value, and office location of the equipment.

2.5.4 Point of Contact: The contractor is required to provide one point of contact for the State in the event of a loss. Please provide the name and qualifications of the employee who will be assigned to the State as the point of contact.

2.5.5 Staffing: The contractor shall maintain the personnel resources necessary to manage staff and perform the work within this contract.

**2.6 Oral Presentations:** The State reserves the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, the dates for the oral presentations are 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.

## SECTION THREE: VENDOR PROPOSAL

- 3.1 **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.
- 3.2 **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.
- 3.3 **Proposal Format:** Vendors should provide responses in the format listed below:
- Title Page:** State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.
- Table of Contents:** Clearly identify the material by section and page number.
- Attachment A:** Within the attached response sheet (**Attachment A: Vendor Response Sheet**), provide the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.
- Also, describe the approach and methodology proposed for this project. This should include how each of the goals and objectives listed is to be met.
- Attachment B:** Complete **Attachment B: Mandatory Specification Checklist**. By signing and dating this attachment, the Vendor acknowledges that they meet or exceed each of these specifications as outlined in 2.5 of Section Two: 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 State 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 2.6. During oral presentations, Vendors may not alter or add to their submitted proposal, but only to clarify information.
- 3.4 **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 State **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt.

3.4.1 Vendors should allow sufficient time for delivery. In accordance with **West Virginia Code §5A-3-11**, the State 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.

**Vendors responding to this RFP shall submit:**

One original technical and cost proposal plus three (3) convenience copies to:

Charles S. Mozingo, Jr. Assistant Claim Manager  
 WV Board of Risk and Insurance Management  
 90 MacCorkle Avenue, SW  
 STE 203  
 South Charleston, WV 25303

The outside of the envelope or package(s) for both the technical and the cost should be clearly marked:

Vendor: (YOUR COMPANY NAME)  
 Buyer: State of WV, BRIM  
 Request #: RFP#05012012  
 Opening Date: June 8, 2012  
 Opening Time: 3:00 pm EDT

- 3.5 **Purchasing Affidavit:** **West Virginia Code §5A-3-10a** requires that all bidders submit an affidavit regarding any debt owed to the State of West Virginia. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.
- 3.6 **Resident Vendor Preference:** In accordance with **West Virginia Code §5A-3-37**, Vendors may make application for Resident Vendor Preference. Said application must be made on the attached Resident Vendor Certification form at the time of proposal submission.
- 3.7 **Technical Bid Opening:** The State will open and announce only the technical proposals received prior to the date and time specified in the Request for Proposal. The technical proposals shall then be provided to the State evaluation committee.
- 3.8 **Cost Bid Opening:** After the State has approved the technical recommendation of the evaluation committee, cost bids for qualifying proposals will be opened. Cost bids for non-qualifying proposals will not be opened. 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**.

## SECTION FOUR: EVALUATION AND AWARD

- 4.1 **Evaluation Process:** Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria with points deducted for deficiencies. Each 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 minimum overall point score of 70 shall be awarded a contract. The selection of successful Vendors will be made by a consensus of the evaluation committee.
- 4.2 **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	35 Points Possible
• Approach and methodology	35 Points Possible
• (Oral interview, if applicable)	0 Points Possible
• Cost	<u>30 Points Possible</u>
<b>Total</b>	100 Points Possible

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

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

- 4.2.1 **Technical Evaluation:** The evaluation committee will review the technical proposals, deduct points where appropriate, and make a final written recommendation to the State.
- 4.2.2 **Minimum Acceptable Score:** Vendors must score a minimum of 70% (49 points) of the total technical points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be considered as non-qualifying; therefore, the cost bids will not be opened. 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**.
- 4.2.3 **Cost Evaluation:** The evaluation committee will review the cost proposals, assign appropriate points, and make a final recommendation to the State.
- 4.3 **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.

- 4.4 **Rejection of Proposals:** The State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State further reserves the right to withdraw this RFP at any time and for any reason. Submission of or receipt of proposals by the State confers no rights upon the bidder nor obligates the State in any manner.
- 4.5 **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 a proposal, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order or contract.

## SECTION FIVE: CONTRACT TERMS AND CONDITIONS

- 5.1 **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.
- 5.2 **Public Record:** All documents submitted to the State 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 bid opening.

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**.

- 5.2.1 **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.
- 5.2.2 **Written Release of Information:** All public information may be released with or without a Freedom of Information request; however, only a written request will be acted upon with duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently, the fees are 50 cents per page, or a minimum of \$10.00 per request, whichever is greater.
- 5.3 **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 the State.
- 5.4 **Vendor Relationship:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

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

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

Vendor shall hold harmless the State, and shall provide the State 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 State.

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

5.4.2 **Indemnification:** The Vendor agrees to indemnify, defend, and hold harmless the State, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage laws.

5.4.3 **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.

5.5. **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 the State 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.

5.6 **Non-Appropriation of Funds:** If funds are not appropriated for the State 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. The State shall give the Vendor written notice of such non-appropriation of funds as soon as possible after the State receives notice. No penalty shall accrue to the State in the event this provision is exercised.

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

As soon as possible, but not to surpass thirty (30) days after receipt of a written change request from the State, the Vendor shall determine if there is an impact on price with the change requested and provide the State 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 THE STATE.**

- 5.8 **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.
- 5.9 **Invoices and Progress Payments:** The Vendor shall submit invoices, in arrears, to the State at the address on the face of the purchase order labeled "Invoice To." Progress payments may be made at the option of the State on the basis of percentage of work completed if so defined in the final contract.
- 5.10 **Liquidated Damages:** Not applicable.
- 5.11 **Contract Termination:** The State 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. The State 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, the State shall order the Vendor to cease and desist any and all work immediately. The State 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.

5.12 **Special Terms and Conditions:**

5.12.1 Bid and Performance Bonds: NONE

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

- Public liability: required \$1,000,000.00 minimum limit of liability
- Property damage: required \$1,000,000.00 minimum limit of liability
- Workers Compensation

5.12.3 License Requirement: Contractor's License.

5.12.4 Protest Bond: Any bidder that files a protest of an award shall at the time of filing the protest submit a protest bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater.

The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to the purpose of harassing, causing unnecessary delay, or needless expense for the State. All protest bonds shall be made payable to the State of West Virginia and shall be signed by the protester and the surety. In lieu of a bond, the protester may submit a cashier's check or bank money order payable to the State of West Virginia. The money will be held in trust in the State Treasurer's office.

If it is determined that the protest has not been filed for frivolous or improper purpose, the bond shall be returned in its entirety.

- 5.13 **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 State personnel at the Vendor's location during normal business hours upon written request by the State within ten (10) days after receipt of the request.

Vendor shall have access to private and confidential data maintained by the State 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 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.

# 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 where and how they were met.*

*List project goals and objectives contained in Section 2.4:*

## **Section 2.4.1:**

Vendor Response:

## **Section 2.4.2:**

Vendor Response:

## **Section 2.4.3:**

Vendor Response:

# Attachment B: Mandatory Specification Checklist

*List mandatory specifications contained in Section 2.5:*

**Section 2.5.1:**

Vendor Response:

**Section 2.5.2:**

Vendor Response:

**Section 2.5.3:**

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)

# 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.*

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