

**State of West Virginia
Offices of the Insurance Commissioner**

**REQUEST FOR QUOTATION
FOR
SELF-INSURANCE CLAIMS COMPLIANCE AUDITS**

INS#13022

**1124 Smith Street
Charleston, WV 25301**

REQUEST FOR QUOTATION

State of West Virginia
Offices of the Insurance Commissioner

INS13022 Self-Insurance Claims Compliance Audits

PART 1: GENERAL INFORMATION

1.1 Purpose:

The West Virginia Department of Revenue, Offices of the Insurance Commissioner, (hereinafter referred to as "State") is soliciting one or more vendors who wish to provide the performance of Self Insurance Claims Compliance Audits on employers authorized to self-administer their workers' compensation liability in the State. Audits shall be performed to ensure that claims are being handled in compliance with West Virginia Code §§23-1-1 et seq., and West Virginia Code of State Rules Title 85, and primarily Series 1, 12, 18 and 20 as well as procedures established by the National Association of Insurance Commissioners (hereinafter referred to as "NAIC") and contained within the NAIC Market Regulation Handbook. Interested vendors are invited to submit a letter of interest and resume addressing the required qualifications and specifications, as provided in Part 3, to the Insurance Commissioner in consideration for placement on the Commissioners approved Vendor Registration List for Self-Insurance Claims Compliance Audits.¹

1.2 Project:

Projects and services required will include the drafting of formally, specifically defined Self-Insurance Claims Compliance Audit Reports that contain findings, conclusions and recommendations for corrective or regulatory action, and a description of issues of non-compliance with the State's statutes, regulations, filing requirements and administrative procedures for various self insured employers conducting business with the State. It is generally anticipated that the time span of individual audits from initiation to completion should range between 60 and 200 field hours. Self-insured employers may contract the services of a Third Party Administrator (TPA) to execute the self-administration function for handling of its worker's compensation claims; however, the self insured employer is the ultimate responsible party for compliance of its self-administration of workers' compensation claims. Therefore, while the examination may target the practices of the TPA handling the workers' compensation claims of the self-insured employer, the actions of the TPA will be imputed to the self-insured employer.

1.3 Effective date:

Vendors may be scheduled to conduct claim audits of self insured employers on an as needed basis for the period beginning May 15, 2013 and ending May 14, 2014. This contract may be renewed upon the mutual written consent of the Agency, and the Vendor. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this contract is limited to two successive one (1) year periods or

¹ Section 2.3 establishes a Maximum Fee Reimbursement Schedule.

until such reasonable time as is necessary to obtain a new contract. Specific projects will be considered and awarded as the need arises as provided for in Part 5.

1.4 Inquiries:

All inquiries of specification clarification must be addressed in writing and mailed or faxed to the following contact:

Vickie Marcum, Administrative Support Manager
INS13022 - Vendor Registration – Self Insured Employer Claim Audits
West Virginia Offices of the Insurance Commissioner
1124 Smith Street
Charleston, WV 25301

Fax: (304) 558-4967

1.5 Vendor Registration:

Vendors participating in this process should complete and file a *Vendor Registration and Disclosure Statement* (Form WV-1 attached) and remit the registration fee as part of its proposal. Vendor is not required to be a registered vendor in order to submit a proposal, but a selected vendor must register and pay the fee prior to the publication of the approved Vendor Registration pursuant to this solicitation.

1.6 Oral Statements and Commitments:

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

1.7 Economy of Preparation:

Proposals should be prepared simply and economically, providing a straightforward, concise description of vendor's abilities to satisfy the minimum requirements set forth below. Emphasis should be placed on completeness and clarity of content.

1.8 Mandatory Requirements:

The mandatory sections included in Parts 3 and 4 require a response from the vendor, and they describe the minimum requirements requested in this Request. The vendor is required to meet the intent of the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. Strictly a "yes" or "no" response to these sections will not be considered adequate. Failure to meet mandatory items shall result in disqualification of the vendor's proposal and the evaluation process terminated for that vendor. Decisions regarding compliance with the intent of any mandatory specification shall be at the sole discretion of the State.

1.8.1 Information Specifications:

Information specifications do not require a response from the vendor. They are intended to aid the vendor in structuring an effective proposal capable of meeting the needs of the State and should be given due consideration.

1.9 Vendor Registration Submission:

1.9.1 Vendors must complete a response to all mandatory specifications or service specification requirements in order to be considered. Each proposal must be formatted as per the outline in Part 3 of this request. No other arrangement or distribution of the proposal information may be made by the vendor. Failure on the part of the vendor to respond to specific requirements detailed in this request may be basis for disqualification of their proposal. The State reserves the right to waive any informality in the proposal format and minor irregularities.

1.9.2 All submissions must be delivered to the State *prior* to the date stipulated in this request as the opening date. All submissions will be date and time stamped to verify the official time and date of receipt.

1.9.3 Vendor's mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. The State cannot waive or excuse late receipt of a submission which is delayed for any reason. Any proposal received after the opening date will be immediately disqualified.

Submit: The original submission and four (4) copies shall be mailed to the State at the address below. Each submission filed to demonstrate that the vendor meets minimum technical qualifications must be sealed in mailing envelopes or packages with the vendor's name and address written on the outside. An authorized member of the vendor's firm must sign the original submission in blue ink.

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1.9.4.1 Technical Qualifications Submission Opening: The Offices of the Insurance Commissioner's Evaluation Committee (hereinafter referred to as "Evaluation Committee") will open the submissions on the date and time specified in section 1.14 of this request.

1.9.4.2 Submission Evaluation: The Evaluation Committee will review the submissions in order to determine whether the vendor is qualified and make recommendations to the Commissioner or designee that said qualified vendors be added to the Vendor Registration List.

1.9.4.3 Agreement Approval and Award: After the submissions have been opened and reviewed, the Evaluation Committee will make a recommendation to approve each qualified vendor. Upon approval by the Commissioner or designee, the State will prepare for signature a Memorandum of Understanding (hereinafter referred to as "MOU"), setting forth the basic terms and conditions. The MOU will be mailed to qualified vendors for signature and must be returned in order to be placed on the Vendor Registration List.

1.10 Rejection of Proposals:

It is the State's intention to approve qualified vendors who adhere to the fee schedule as outlined in 2.3 of this request or provide alternate lower bids. However, the State reserves

the right to accept or reject any or all proposals, in part or in whole, at its discretion. The State reserves the right to withdraw this request at any time and for any reason. Submission or receipt by the State of proposals confers no rights upon the vendor nor obligates the State in any manner. Any agreement resulting in an award from a Vendor Registration List will not be valid until properly approved and executed by the Insurance Commissioner or her designee, as well as the vendor.

1.11 Incurring Costs:

The State and any of its employees or officers shall not be held liable for any expense incurred in the preparation and submission of any proposal or to attend any mandatory pre-bid meeting or oral presentations.

1.12 Addenda:

If it becomes necessary to revise any part of this request, an addendum will be issued to all vendors who received the original solicitation and to any other interested parties.

1.13 Public Record:

1.13.1 Submissions are Public Record:

All documents submitted to the State relating to this request, Purchase Order and/or Agreement are considered public records. As such, all bids, proposals, or offers submitted by a vendor shall become the same.

1.13.2 Written Release of Information:

All public information may be released with or without a Freedom of Information Act (hereinafter referred to as "FOIA") 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.

1.13.3 Risk of Disclosure:

The only exemptions to disclosure of public information are listed in the West Virginia Code §29B-1-4. Primarily, trade secrets as submitted by a vendor are the *only* exemption given to public disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State will make a reasonable effort not to disclose information within the guidelines of the West Virginia Code §29B-1-4 and is prominently labeled "Proprietary Information Not for Public Disclosure". The State does not guarantee non-disclosure of any information to the public.

1.14 Schedule of Events:

Notice of Release of the Request	5 p.m., April 5, 2013
Vendor's Written Questions Submission Deadline	2 p.m., April 15, 2013
OIC Response to Questions	5 p.m., April 22, 2013
Submission Deadline (must be received by OIC)	2 p.m., April 30, 2013

1.15 No Debt Affidavit:

All vendors shall submit an affidavit regarding any debt owed to the State or any of its agencies. The affidavit must be signed and shall accompany the vendor's proposal. Failure to enclose the affidavit shall result in disqualification of the vendor from consideration.

PART 2: OPERATING ENVIRONMENT

2.1 Location:

Self-insured employers being reviewed will be determined by the Offices of the Insurance Commissioner on an as needed basis.

2.2 Background:

The vendor shall provide all necessary field staff, including a qualified supervisory reviewer to conduct the periodic review of workers' compensation claims which are self-administered by self-insured employers conducting business within the State. The audit is to be conducted in compliance with the State's law; the current edition of the NAIC Market Regulation Handbook; and the practices and procedures of the Offices of the Insurance Commissioner. All self-insured claim audits shall be performed under the direction of the Chief Market Conduct Examiner or his designee. It is desirable to have more than one reviewer assigned for each claim audit, to expedite the review process, reduce the amount of time on-site to conduct the review and to provide the necessary support in order to conduct the review in the most efficient manner. It is generally anticipated that the time span of individual audits from initiation to completion should range between 60 and 200 field hours.

Vendors are encouraged to propose additional tasks or procedures if they will substantially improve the results of the audit. These items may be outlined within a proposal but the costs must be sealed separately.

2.3 Approved Maximum Fee Reimbursement Schedule:²

The Offices of the Insurance Commissioner has established the following fee schedule which represents the maximum rate of payment for the specified services:

Assigned Reviewer	\$75.00/hr
Supervisory Reviewer	110.00/hr ³

It is anticipated that the vast majority of assignments will be within the borders of W. Va. There shall be no reimbursement for travel nor meals or incidental expenses (hereinafter referred to as "MIE") if claim audit reviews are conducted within the borders of the State. Should the audit be conducted at locations outside the State, travel reimbursement, and MIE shall be billed at the per diem rates adopted by the Governor's Travel Rules.

² This is a *maximum* fee schedule vendors are encouraged to submit lower alternative rates

³ Generally, no more than eight hours will be approved for the vendor's Supervisory Reviewer.

PART 3: PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

The following will be considered the minimum content of the vendor's technical proposal:

- A. A statement of the objectives, goals and tasks to show or demonstrate the vendor's view of the nature of the agreement.
- B. A description of the deliverables.
- C. An outline of the vendor's background and experience. (experience in performing Market Conduct Examinations is desirable)
- D. A list of personnel, detailing their training and work experience, who will conduct the audits. This list need not be static.

(1) Specifications for Claim Audit Reviewers:

With respect to self-insured claim audits, each reviewer shall have a demonstrated background in claims handling and/or other related documented audit experience, with a working knowledge of using the NAIC's Market Regulation Handbook. Preference will be given to those vendors' who have supervisory reviewers that have earned certain industry accepted professional designations, including, but not limited to, Certified Workers' Compensation Professional (CWCP)⁴ Certified Insurance Examiner (CIE)⁵, or Market Conduct Management (MCM)⁶. The State reserves the right to reject any proposed supervisory reviewer. Should this occur, the vendor will be required to provide another reviewer who is acceptable to the State within five working days. The reviewer must have a minimum of two years of insurance experience (preferably workers compensation) for all auditing functions. No change in personnel assigned to the audit will be permitted without the written approval of the Chief Market Conduct Examiner.

All contracted vendors will be required to have one CWCP on staff within 90 days of executing the MOU.

3.2 Scope of Work:

The chosen vendor shall provide, at a minimum, the following services for each engagement:

- A. A work program identifying specific audit procedures necessary to verify and confirm compliance with the State's statutes and rules.
- B. A summary of procedures detailing the approach of claim audit reviews.
- C. Specific procedures to be performed.
- D. An estimated budget for completion of each audit assignment. Records should fully document any variances from the projected budget.
- E. A list of claim audit team members in accordance with pre-established guidelines.
- F. Documented procedures from initiation of the audit through completion. Procedures are contained in the Handbook, or approved by the Chief Market Conduct Examiner, or their designee.
- G. A report containing the findings, conclusions, and recommendations of the review

⁴ The CWCP program is administered by Michigan State University

⁵ CIE is registered trademark of and a designation bestowed by the Insurance Regulatory Examiner's Society

⁶ MCM is registered trademark of and a designation bestowed by the Insurance Regulatory Examiner's Society

team to be presented to the Offices of the Insurance Commissioner no later than 15 days following completion of the field work.

- H. Reconciliation of factual disputes should be resolved via consultation with Chief Market Conduct Examiner prior to submission of the final report to the same.

The appointed vendor will have full responsibility for the claim audit including planning, assignment and supervision of staff; execution of the claim audit; conducting status meetings with the company management; preparing status reports on the progress of the claim audit and the preparation of the final report.

The vendor will regularly communicate to the Chief Market Conduct Examiner or his designee on the status of the claim audit. This should include any problems or concerns hindering the successful completion of the review. Upon completion of the claim audit field work and submission of the final report, the vendor will deliver to the Chief Market Conduct Examiner or his designee a complete set of original work papers prepared in the format required by the policies and standards of the Handbook and the State. Work papers are the property of and will be retained by the Offices of the Insurance Commissioner.

3.3 Special Terms and Conditions:

3.3.1 Insurance Requirements:

At the time of selection, the vendor(s) must maintain and provide evidence for the duration of the agreement, and any extensions thereof, insurance issued by a company or companies qualified to do business in the State as follows:

- A. Worker's Compensation Insurance covering all liability of the vendor arising under the State's worker's compensation laws.

- B. Comprehensive General Liability insurance written on an "occurrence" basis, with a combined single limit of not less than one million dollars (\$1,000,000) to include coverage for the following where exposure exists:

1. Premises/Operations
2. Independent Contractors
3. Products/Completed Operations
4. Personal Injury
5. Professional Liability

- C. Each vendor shall agree, with respect to the insurance requirement referenced above, the State shall be provided with certificates of insurance naming the Offices of the Insurance Commissioner as an additional insured prior to commencement of the agreement and thereafter, upon request with certificates evidencing renewals or replacements of said policies of insurance at least 15 days prior to the expiration of, or the cancellation of any policies. Said notices of insurance shall be provided to:

Vickie Marcum, Administrative Support Manager
INS13022 - Vendor Registration – Self Insured Employer Claim Audits
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3.3.2 Other Requirements:

- A. Each vendor shall comply with the State's Human Rights Act, as amended, and any

- rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, West Virginia Code.
- B. In case of default by a vendor, the State may procure the services from other sources and hold the vendor responsible for any excess cost occasioned thereby.
 - C. Invoices shall be submitted to the State's office address provided in Section 1.9.3; payment to be made within 30 days of receipt. Final payments are to be made after the delivery and receipt of services.
 - D. The approved vendor(s) will be required to assume responsibility for all services offered in their submission. The State will consider the approved vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from any final agreements. Sub-agreements will be permitted only upon specific written permission of the State.
 - E. Interpretation or correction of this request:
 - 1. Vendors shall promptly notify the State in writing of any ambiguity, inconsistency or error they may discover upon audit of this request.
 - 2. Interpretations, corrections and changes to this solicitation will be made by addendum. Interpretations, corrections or changes made in any other manner will not be binding.
 - F. Any agreement resulting from this solicitation shall be governed by and construed according to the laws of the State.
 - G. Each vendor agrees to retain all books, records and other documents relevant to any agreement resulting from this request for a period of not less than five (5) years.
 - H. Each vendor agrees that any information concerning a self-insured employer and/or its representative Third Party Administrator (hereinafter referred to as "TPA") by any vendor in the course of this engagement shall remain confidential. Except as may be required by State or federal law, regulation, or order, the vendor agrees not to release any information concerning said insurance company without prior approval of the Insurance Commissioner, his/her designee, and/or the consent of the self-insured employer or TPA.

3.4 General Terms and Conditions:

By signing and submitting its proposal, the approved vendor agrees to be bound by all the terms contained in PART (3) of this request.

3.4.1 Conflict of Interest:

Each vendor affirms that it, its officers, 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. No vendor or subsidiaries of its parent company shall have any direct business with the claims processing function with any current active or inactive self insured employer, TPA or workers' compensation managed care plan. The vendor further covenants, in the performance of the agreement, the vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the State.

3.4.2 Prohibition against Gratuities:

Each vendor shall warrant that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the agreement 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 agreement.

For breach or violation of this warranty, the State may have the right to annul the agreement without liability, and, at its discretion, to pursue any other remedies available under this agreement or by law.

3.4.3 Certifications Related to Lobbying:

Each vendor shall certify that no federal and/or state appropriated funds have been paid or will be paid, by or on behalf of the vendor, or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal and/or State entity, a member of the State's Congress and/or Legislature, an officer or employee of Congress and/or our West Virginia State Legislature, or an employee of a Member of Congress and/or our West Virginia State Legislature in connection with the awarding of any Federal and/or West Virginia agreement, the making of any Federal and/or West Virginia grant, the making of any Federal and/or West Virginia loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal and/or West Virginia agreement, 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 and/or the Legislature of the State in connection with this Federal or State agreement, grant, loan, or cooperative agreement, the vendor shall complete and submit a disclosure form to report the lobbying.

Each vendor shall require that this language of certification be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and agreements under grants, loans, and 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 agreement was made and entered into.

3.4.4 Vendor Relationship:

The relationship of each 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 the parties to this agreement. The vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Each vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this request and resulting agreement. Neither the vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes whatsoever, nor shall the vendor, nor any employees or contractors of the vendor, be eligible to participate in any benefit program provided by the State to its employees.

Each vendor shall be exclusively responsible for the payment of his/her 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.

Each vendor shall hold harmless the State, and shall provide it with a defense against any and all claims and/or lawsuits, including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

Each vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this agreement to any person, corporation, partnership, association, or entity without expressed written consent of the State.

3.4.5 Indemnification:

Each vendor agrees to indemnify, defend, and hold harmless the State, its officers and employees from and against:

- A. Any claims or losses for/or arising out of the services rendered by any subcontractor, person, or firm performing or supplying services, materials or supplies in connection with the performance of the agreement.
- B. 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 agreement in a manner not authorized by the agreement, or by Federal or State statutes or regulations.
- C. Any failure of a vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

3.4.6 Agreement Provisions:

After the approved vendors are selected, in accordance with Section 5, a formal agreement document will be executed between the State and each vendor. In addition, the vendor registration and the vendor's response will be included as part of and incorporated into the agreement by reference. The order of precedence is the agreement, this request and the vendor's proposal in response to this request.

3.4.7 Governing Law:

Each vendor agrees that this agreement shall be governed by the laws of the State. The vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable federal, state and local government regulations.

3.4.8 Compliance with Laws and Regulations:

Each vendor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances, federal, state or municipal, or of any regulating body in which work under this agreement is performed.

Each vendor must furnish certification of authority to conduct business in the State as a condition of agreement award. Such registration is obtained from the Secretary of State who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to this request

Each vendor shall pay any applicable sales, use, or personal property taxes arising out of this agreement and the transactions contemplated thereby. Any other taxes levied upon this agreement, the transaction, or the equipment, or services delivered pursuant hereto shall be

borne by the vendor. It is clearly understood that the State is exempt from any taxes regarding performance of the scope of work of this agreement.

The vendor shall comply with applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and regulation of personnel and to the operation of the State.

3.4.9 Sub-agreements/Joint Ventures:

Each vendor is solely responsible for all work performed under the agreement and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this agreement. The State 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 the State, enter into written sub-agreements for performance of work under this agreement; however, each vendor is totally responsible for payment of all subcontractors.

3.4.10 Term of Agreement:

This agreement will be effective for a one year period beginning May 15, 2013 and ending May 14, 2014, at which time the agreements may, upon mutual consent, be renewed. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this contract is limited to two successive one (1) year periods or until such reasonable time as is necessary to obtain a new contract. Notice by vendor of intent to terminate will not relieve vendor of the obligation to continue to provide services pursuant to the terms of the agreement.

Any change in federal or state law, or court actions which constitute binding precedent in the State which may significantly alter the vendor's required activities, or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the vendors by the State and of such other provisions of the agreement that are affected. If renegotiation proves unsuccessful, the agreement may be terminated by the State upon 30 days written notice to the vendor.

3.4.11 Non-Appropriation of Funds:

If the State is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this agreement by the State's Legislature, the State may terminate the agreement at the end of the affected current fiscal period without further charge or penalty. The State shall give the vendors written notice of such non-allocation 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.

3.4.12 Agreement Termination:

The State may terminate any agreement resulting from this request immediately at any time a vendor fails to carry out its responsibilities or to make substantial progress under the terms of their agreement. The State shall provide the vendor with notice of performance conditions which are endangering the agreement's continuation. If after such notice the vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the vendor an order 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 agreement may also be terminated upon mutual agreement of the parties upon 30 days notice.

3.4.13 Changes In Scope:

If changes to the agreement become necessary, a formal agreement change order will be negotiated by the State and the vendor, to address changes to the terms and conditions, costs or scope of work included under the agreement. An approved agreement change order is defined as one approved by the State and approved as to form by the Attorney General's Office and placed in the U.S. Mail prior to the effective date of such amendment. An approved agreement change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements. No changes in scope are to be conducted except at the approval of the State.

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

3.4.14 Liquidated Damages:

Each vendor agrees that liquidated damages shall be imposed at the rate of \$1,000.00 per day. This clause shall in no way be considered exclusive and shall not limit the State's right to pursue any other additional remedy to which the State may have legal cause for action including further damages against a vendor.

In case of default by the vendor, the State may procure the services from other sources and hold the vendor responsible for any excess cost occasioned thereby.

3.4.15 Record Retention (Access & Confidentiality):

Each vendor shall comply with all applicable federal and state rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under an agreement by a vendor. Each vendor shall maintain such records a minimum of five years and make available all records to the State's personnel at vendor's location during normal business hours upon written request by the State within 10 days after receipt of the request.

Each vendor shall have access to private and confidential data maintained by the State to the extent required for vendors to carry out the duties and responsibilities defined in this agreement. The 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 a vendor, subcontractors, or individuals permitted access by a vendor.

PART 4: QUALIFICATIONS FORMAT

4.1 Qualifications Format:

This part of this request outlines the format that each vendor must follow and the information that the vendor must include when preparing the proposal. The proposal must be formatted in the same order, providing the information requested as listed below:

Title page - Must state the request number, the name of the vendor, vendor's business address, telephone number, name of authorized contact person to speak on behalf of the

vendor, signature, and date of signature.

Table of Contents – Must clearly identify the material by section and page number.

4.2 Evaluation Process:

4.2.1 Method of Evaluation:

The proposals will be evaluated by an evaluation committee comprised of three or more representatives of the Offices of the Insurance Commissioner in accordance with the criteria and necessary qualifications set forth above.

4.2.2 Qualifications:

Each vendor who meets the technical specifications and meets the minimum standards and qualifications set forth above shall be eligible for placement on the Vendor Registration List.

The State does reserve the right to accept or reject any or all of the proposals, in whole or in part, if to do so is felt to be in the best interests of the State.

Any vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right if necessary to ask a vendor for additional information to clarify its proposal. Nothing may be added to alter the writing of any proposal after their opening.

PART 5: AWARD OF SPECIFIC JOBS

5.1 Memorandum of Understanding:

All vendors deemed qualified by the evaluation committee will be required, prior to placement on the Approved Vendor Registration List, to execute an MOU with the State setting forth the general and basic duties and responsibilities of the parties subject to the award of a specific job. The MOU will have the same effect as a legally binding contract and will be subject to the State's law. Each qualified vendor will be required to sign a Purchasing Affidavit and must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision

5.2 Placement on Audit Registration Vendor List and Award of Specific Jobs:

Selected vendor(s) will be placed on the self insured claims audit list. As specifics arise, the audit and its specifics will be offered to the vendor at the discretion of the Commissioner's designee who may specify the personnel capabilities necessary for the job including education, experience and skills required to provide the service, the number of particular individuals needed, time frames for commencement and completion of job, and any other pertinent and necessary expertise.

5.3 Formal Agreement:

Upon a vendor's acceptance to perform a specific job or project, said vendor and the Offices of the Insurance Commissioner will execute a formal agreement in conformance with PART 3, above.