

1. Are you doing any onsite appraisals? Would you like to?

Answer: Not currently, but BRIM anticipates using an outside vendor to conduct onsite appraisals. BRIM will need the ability to migrate future data into the RMIS.

2. How are you getting values of properties into system? From where?

Answer: This is accomplished via download from a SQL database, which is hosted by the state Office of Technology (for values provided on behalf of our insured). It has not yet been decided how a new appraisal vendor might transmit data.

3. What are the specific sources of data that need to be collected?

Answer: Assuming the question relates to sources of appraisal data, the appraisal vendor will gather data from onsite inspections of our insured properties and will provide the information to BRIM in a format to be determined.

4. Are there existing property appraisal data fields to be imported / and their values / pictures / blue prints?

Answer: Currently, BRIM has limited appraisal data that would be migrated to a RMIS. We do anticipate having electronic data in the future as properties are inspected. That future data will be collected by a property appraisal vendor, still to be determined.

5. What are the capabilities and skillsets of the BRIM IT staff?

Answer: BRIM has one dedicated IT professional. He has certifications from CompTia, Microsoft, Novell, etc. He has over 30 years of electronics and network management experience. Additionally, we have access to the DBA that maintains our mainframe applications as well as other resources from the Office of Technology.

6. Will the IT staff be able to provide data in a portable format (XML, CSV, Access, etc) or are you expecting the chosen vendor to retrieve the data from the mainframe and other systems?

Answer: We would expect to be able to provide data to the chosen vendor but will not exclude the possibility that there may be times that the vendor may be better suited to extract data.

7. Who will be managing the project from the BRIM side?

Answer: BRIM's Information Systems Manager with support from BRIM Senior Management

8. Will there be a third party project manager involved? If so, who and what are their capabilities.

Answer: No

9. How many different Quotes (lines) do you issue and how are they billed?

Answer: BRIM only issues quotes to Senate Bill 3 entities (political subdivisions, non-profits and charitable organizations). In the last fiscal year, BRIM has issued 125 quotes. BRIM sends a letter to the requesting agent indicating the deposit premium required to bind coverage.

10. Describe the Quote roll up reporting mechanisms currently used.

Answer: BRIM receives the application; premium for all lines is manually calculated and submitted for management approval. Following approval, the application is returned to the underwriter, who sends a letter to the requesting agent indicating the deposit premium required to bind coverage. Should the entity choose to bind coverage, the information obtained is manually input into the existing system.

11. Do you issue premium change endorsements throughout the year?

Answer: BRIM has a blanket policy and does not endorse the policy. BRIM may make changes to premium for the individual customers during the policy year, however not by way of endorsement of the policy.

12. Do you require a system to calculate experience modifiers?

Answer: Yes.

13. Describe the agent commission calculation.

Answer: See attachment A, which is made a part of these responses.

14. Describe the collection and maintenance for mine subsidence companies.

Answer: See attachment B, which is made a part of these responses.

15. Can you list the standard forms and letters that the claims system will produce?

Answer: Claim acknowledgment letter to insured; claim assignment letter to field adjusting vendor; claim assignment letter to third party liability carrier; suit assignment letter to third party liability carrier; first party property claim denial – claim less than deductible; first party property claim denial – no flood coverage; first party mine subsidence claim denial. Flexibility to add form letters is needed.

16. Can you describe your request for insurance process?

Answer: See responses to questions 9 and 10.

17. Is the mainframe system running DB2 as the database platform?

Answer: Yes

18. What is your expected implementation timeframe?

Answer: It is our desire to be online within 12 months of the contract award.

19. Would you expect the policy and claims systems to be implemented in parallel?

Answer: If possible, but we recognize that sections may be implemented in phases.

20. Are any BRIM key staff members planning on being away during the implementation process? Weddings, vacations, etc?

Answer: It is difficult to determine events that may occur in the future. BRIM will make efforts to ensure that key personnel are available as necessary.

21. Please confirm that you are not looking to replace your Sage Peachtree Premium Accounting Software or OASIS but rather have your RMIS exchange data with these data bases?

Answer: We are interested in looking at a general ledger/financial software package, but we have no immediate plans to replace Sage Peachtree Premium Accounting Software. In the event that Sage Peachtree is not replaced, we do expect that the RMIS will exchange data with a general ledger financial package via a portable format.

- i. How often do you wish to exchange data between Peachtree Premium Accounting Software and OASIS? Confirm the type of data to be passed.
Answer: data may exchange daily, weekly, monthly, quarterly and annually depending on the specific data being uploaded or downloaded to Sage Peachtree and OASIS. Data would be both financial and statistical. It is anticipated that we can extract specific data as needed.

22. Please confirm the number of data sources, the types of data, and the frequency of data that you want loaded onto the RMIS Platform (historically and on an ongoing basis)?

Answer: See response to question 39.

23. Does the Document Imaging device have to be part of the RMIS offering?

Answer: No. We want imaging software to be part of the RMIS, however we are not requiring hardware to be included as part of the bid.

24. How many insurance subscribers do you anticipate accessing the system to update their Underwriting Exposure information?

Answer: BRIM currently has approximately 400 external registered users who access the system to update agency exposure information. We need the flexibility to add additional external users.

25. How many individuals will be actually processing claims from within the system?

Answer: 6 at this time. Given the nature of the program and the possibility of adding new programs unexpectedly due to legislative action, some flexibility is required.

26. Are you interested in having Depts/Individuals report claims online and if yes how many individuals would be involved in this process?

Answer: Yes, we do want departments/individuals to be able to report claims online. Currently, any insured or claimant can submit claims online, so it is not possible to assign a number.

27. Is information submitted considered confidential or will it be readily available under the Freedom of Information Act?

Answer: Refer to RFP Section 3, item 27, regarding information submitted in response to the RFP.

28. Can you provide more information regarding the type of Underwriting Information that is to be captured within the system currently and any additional enhancements desired?

Answer: See Attachment C, made a part of these responses. With regard to additional enhancements, please identify, with your submission, any capabilities of the vendor's system that it believes could benefit BRIM's program.

29. Will you accept "Focus" as an Industry Standard Data Base with available reporting outputs into Excel, HTML, pdf, Word & PowerPoint?

Answer: All database management systems will be competitively evaluated.

30. On the documents sent - Loss Control Department Consultation Visitation Log – Are you looking for your RMIS Vendor to be able to provide a Loss Control Inspection form and the ability to track visitations? If yes, how many Loss Control Users would be accessing the system?

Answer: Yes, we desire a log of all loss control activity, including a means to diary needed activity; as well as a means to track actions taken by our customers in response to our activity. BRIM would like the log to be developed using the same data source fields as provided during the October 13, 2015 pre-bid conference. We anticipate that approximately 6 loss control users will be accessing the system.

31. On the documents sent - Loss Control Dept Loss History Analysis 1 thru 10 are these just examples of reports that you want to be able to run and on what frequency and if yes at what frequency are these reports run?

Answer: BRIM's intent is that the contents within the Module 1 "Loss Control Department – Loss History Analysis" documents from the October 13, 2015 pre-bid conference would be developed for BRIM's Loss Control Department to be used with "real time" data in the new RMIS. BRIM desires that the successful vendor provide BRIM with a dashboard or portal to be able to review each of the analysis reports, using the source data fields as presented in each of the Module 1 "Loss Control Department – Loss History Analysis" documents from the pre-bid conference. BRIM needs to be able to use these reports daily.

32. How many Underwriting Users?

Answer: 6, however other agency staff may need to access underwriting data depending on the nature of the task.

33. How many individuals will need to be able to generate reports and analysis?

Answer: All BRIM staff members, currently 25, will need access to generate reports and perform data analysis.

34. To ensure each vendor can verify we have the correct pre-bid documents that were sent at conclusion of the pre-bid conference call, can you please list the attachments we should have from an informational standpoint? (the file names should suffice) Thank you – we just want to confirm we have all information to provide best possible response.

Answer:

- Claims WV BRIM RMIS Pre Bid Oct 13 2015
- Finance BRIM RFP – Accounting and Finance Requirements Framework For 10-13-15 Pre-Bid
- Loss control MX-Module 1
- Loss control MX-Module 2
- Loss control MX-Module 3
- Loss control MX-Module 4
- Loss control MX-Module 5
- Loss control MX-Module 6
- Loss control MX-Module 7
- Loss Control RMIS LCM Overview
- Tech Brim VSAM Layouts
- Underwriting RMIS Pre Bid Information

35. We could not locate the Purchasing Affidavit (Attachment #1) ; Resident Vendor Doc (Attachment#2) or WV-96 (attachment #3). Can you please provide or provide link to obtain?

Answer: See Attachment D, consisting of these 3 documents, made a part of these responses.

36. Background and Current Operation Environment section – The RFP states “BRIM does not have a Workers Compensation program at this time.”

- a. Can you please further clarify this comment. Is there anticipated to be any work related injuries (Workers Compensation claims) stored or processed in the selected solution?

Answer: It is not anticipated that any work related injuries (workers’ compensation claims) will be stored or processed in the selected solution. BRIM does not write any workers compensation coverage.

- b. Are the lines of insurance that the selected solution be used for match the 9 lines of insurance at the top of the Claim Department Operation – Overview?

Answer: The Claim Department Operation - Overview document only lists the lines of business in which BRIM has direct claim handling involvement and the

selected solution will be used for these lines. BRIM does have other lines of coverage, for example cyber liability and unmanned aircraft systems, i.e. drones, that generate information needed by different departments within BRIM all need to be part of the solution.

37. For Claims Administration – how are payments made? Interface with an accounts payable system or through the selected solution? Do you have any EDI or CMS-111 needs?

Answer: BRIM does not need the ability to issue checks; however it does need the ability to issue a payment request form, internally. The payment request form will be processed by BRIM's Finance Department for entry into OASIS. Any reporting responsibilities are handled on BRIM's behalf by the third party administrator.

- i. Are there any vendors that the system need to interface with to support Claims Admin?

Answer: the current third party administrator, AIG.

38. Can you please outline the number of users of the system and a high level overview of what those users need to do in the system? Per Section 4, should we assume 23 users?

Answer: We anticipate that BRIM will have at least 25 internal users. See section 4 of the RFP for a high level overview of what these users need to do in the system, in addition to the handouts provided at the pre-bid conference on October 13, 2015. See response to question 24 for the number of external registered users.

39. Can you please outline all:

- a. Datapoints that need to be mapped to the selected system (volumes, where does the data reside today, what format can it be exported)

Answer: Data that needs to be mapped to the selected system includes primarily all data fields from the mainframe, all data fields from the Underwriting SQL database, and all data fields from current third party administrator's monthly data transfer. The data resides currently on an IBM mainframe, Microsoft servers, and in our third party administrator's data center. We expect that the number of unique data fields across all applications to be approximately 500, however we currently have approximately 1,400 total data fields across all platforms. We are not aware of any limitations in ability to export the data from current systems.

- i. Including OASIS And Sage, can you please identify the needed Interfaces (frequency of interface, type being inbound/outbound from selected solution, intent of data interface)

Answer: Data interfaces may occur daily, weekly, quarterly and annually depending on the specific data being uploaded or downloaded. As an example, specific data that is uploaded or downloaded to Sage Peachtree and OASIS will be required for billing and premium adjustments within Sage Peachtree as invoicing and premium billings for detail customer accounts receivable will reside in general ledger/financial package, currently Sage Peachtree. Regarding claim activity, it is desirable that the RMIS can interface with third party administrator's systems. We are unable to describe the third party administrator's systems at this time, however, we anticipate the successful bidder will have access to the TPA's internal IT experts to assist in data migration. Additional data from underwriting, policy administration and claims administration may be utilized depending on the data that is available and being maintained within the RMIS.

40. Where do new incidents originate? Will the selected solution be used for electronic incident intake? Approximately how many new incidents per year are reported?

Answer: Assuming new incidents means new claim reports, new claims are received from any one of BRIM's customers or from claimants. BRIM does expect the selected solution to be used for electronic incident intake. Approximately 8,000 loss notices are received annually. Currently new claim reports come via paper, email or online form submission

41. What is the total volume of all historical claims/incidents that need to be hosted in the selected solution?

Answer: BRIM has historical claims data that dates to the 1970's, likely to be in excess of 300,000 separate claims. The desire is to migrate all existing historical claims data into the RMIS.

42. File Attachments – Where do file attachments reside today? Is the intent for file attachments to be migrated to the selected solution's document management system? Do you have a ballpark size of file attachments that can be provided?

Answer: BRIM currently uses paper files but has some documents imaged, comprising approximately 100 GB of data. The intent is to migrate any currently imaged files to the RMIS.

43. Who is your Third Party Administrator - TPA?

Answer: The current third party administrator is AIG.

44. Can you please provide BRIM's preferences on the Attachment C: Cost Sheet. Is pricing to be provided for 3 years matching Section 3, Number 3 that the contract will be for one year with two years of optional renewals?

Answer: Yes

Is there any preferred formatting of cost sheet?

Answer: There is no preferred formatting of the cost sheet.

- a. The Finance section states "The system should be capable of allowing our customers to review their own losses online." The underwriting section suggests the collection of customer information to support the Underwriting process. Could you please clarify the extent and volume of users who BRIM considers their "customers" and would be logging into the selection solution?

Answer: BRIM has approximately 1,100 separate insured entities. BRIM would like each of these entities to have controlled limited access to loss information online. See response to question 24 for volume of registered users for the underwriting process.

Other than reviewing losses online and submitting underwriting information, are there other features / usage cases where you would like your customers to be able to access the system?

Answer: BRIM would like our customers to have the ability to access the system for additional purposes yet to be determined.

ATTACHMENT A
Risk Management Information System
RFP#092315

Agents of record receive a commission based upon annual premiums. The commission is not to exceed 8%. The commission is calculated from the previous fiscal year's paid premiums and is usually paid in the following September. The agent can receive all 8% of the commission or take a portion, with the remainder of the credit going to the insured in the fourth quarter of the fiscal year the commission is being paid on. The insured and the agent mutually agree to the commission percentage.

The following are examples of commission calculations:

1) Scenario One

Insured is to receive 4% of the commission as a credit and agent receives 4% commission.

- Insured is billed 14,296 of which 10,988 is liability and 3,308 is property.
- Insured paid 13,724 of which 10,549 is liability and 3,175 is property.

Insured's credit

The insured's credit is calculated off the billed amounts. So for this example, take 10,988 times 4 percent and 3,308 times 4 percent, arriving at 439 liability credit and 133 property credit. The insured will receive this credit as a reduction of the fourth quarter billing.

Agents' commission

The agent's commission is calculated off the paid amounts plus the insured's credit. So for this example, take 10,549 plus 439 credit and times this by 4 percent and 3,175 plus 133 credit and times this by 4 percent. The agent commission is 440 liability and 132 property, totaling 572. The agent will receive a check in September for \$ 572.00.

2) Scenario Two

The agent receives all 8% as commission.

- Insured pays \$82,685

When calculating the full 8% commission the calculation uses the paid amounts by the insured. So for this example, take 82,685 times 8 percent which totals 6,615. The agent would receive a check for this amount in September.

3) Scenario Three

Insured receives all 8% as a credit. No calculation is needed for the agent commission report. This entity will not show up on the report.

ATTACHMENT B Risk Management Information System RFP#092315

All fire insurance carriers admitted in West Virginia are required to offer mine subsidence insurance to policy holders in 40 specified of WV's 55 counties. Insurance consumers must opt out in writing. Carriers provide the mine subsidence coverage via an endorsement to their fire form. A mine subsidence coverage reinsurance agreement is executed between each carrier and WV BRIM. The carriers are responsible for collecting premium for the mine subsidence coverage they write in WV. Each carrier is responsible for reporting to WV BRIM, on a quarterly basis, the number of mine subsidence endorsed policies in force, calculating premium due to WV BRIM, and remitting that premium to WV BRIM (See below for explanation). BRIM tracks each carrier by the carrier's NAIC number. Currently, new mine subsidence claims are reported to BRIM from the carrier, or the carrier's agent, either by paper or by e-mail with PDF attachments. Claim data collected for each mine subsidence claim file consists of the usual first party property claim information. Additionally, BRIM collects certain data in an ACCESS data base for historical purposes, mainly to determine if previous claims have been submitted for particular properties which may have changed ownership. The ACCESS data includes file number (which consists of policy year, dash, 5 digit annual sequential number generated in order from WV BRIM's claim numbering system; for example, the 105th claim generated in policy year 2015 would read: 2015-00105), insured name, loss date (00/00/0000), adjuster, city, street and street number, county, carrier, policy limits, disposition. Mine subsidence claim data is maintained unto perpetuity. Otherwise, mine subsidence claim files are handled by BRIM in the exact same manner as any other 1st party property claim.

Each carrier receives quarterly (calendar year basis) a West Virginia Mine Subsidence Fund Report (see Attachment C collection and maintenance of mine subsidence company and policy counts). The carrier will record the number of policies issued and calculate the premiums due state which are less cancellations and a 30% ceding commission. Upon receipt, WV BRIM will record the payment in the mainframe system, record the policy counts for the quarter in a mainframe spreadsheet by NAIC number and file the paper copy. Currently, this process is completed with a paper version of the Fund Report which is mailed and then remitted by the carrier. The Underwriting department would like the ability for the quarterly Fund Report policy counts to be collected online which can be recorded in a database and then the carriers can print the report and remit the premiums due state.

ATTACHMENT C
Risk Management Information System
RFP#092315

BRIM secures coverage for various types of insurance and the Underwriting Department is tasked with the management of the underlying policies for our customers. Instead of the traditional one customer one policy, BRIM has a policy (blanket) with multiple customers as Named Insureds.

The Underwriting Department will need the ability to process/create the following types of activities. The tracking of changes by user (audit trail) would be preferred.

1. Request for insurance (Quote)
2. New policy (customer) entry
3. Liability and Property exposure information (multiple locations)
4. Vehicle Information including VIN #
5. Tracking of Customer changes to Liability and Property exposure information
6. Agents of Record management with multiple locations
7. Collection of Renewal Liability and Property Exposure information (current online SQL database)
8. Property Valuation (currently as a separate property management system)
9. Cancel and rewrite the customer account – showing lapses in coverage
10. Premium calculation – Pro rata for cancellation and additions/deletions of vehicles and property and other changes in premium, quarterly premium calculation and record of payment
11. Agent Commission calculations
12. Mine Subsidence companies and policy county reporting – ability to collect online
13. Certificate generation – basic and Acord forms (workflow based)
14. Interface with other systems – include upload from Excel file from actuaries
15. Reporting – Ad Hoc

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

“Debt” means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

“Employer default” means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

“Related party” means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

WV-10

Approved / Revised
08/01/15

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% vendor preference for the reason checked:

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% vendor preference for the reason checked:

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. Application is made for 5% vendor preference for the reason checked:

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____

Signed: _____

Date: _____

Title: _____

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____