

**WEST VIRGINIA HIGHER EDUCATION POLICY COMMISSION
WEST VIRGINIA COMMUNITY & TECHNICAL COLLEGE SYSTEM
COUNCIL
REQUEST FOR PROPOSALS
WORKERS COMPENSATION PROGRAM
RFP #22192**

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**WV HIGHER EDUCATION POLICY COMMISSION
WEST VIRGINIA COMMUNITY & TECHNICAL COLLEGE SYSTEM COUNCIL
REQUEST FOR PROPOSALS
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1 INTRODUCTION

The West Virginia Higher Education Policy Commission/West Virginia Community and Technical College System Council is seeking qualified insurance companies (direct writers, brokers, and agents) to submit proposals to design and assist with the implementation of a comprehensive Workers Compensation Program to be utilized by the West Virginia Higher Education Policy Commission (Commission), the West Virginia Community and Technical College System Council (Council), the West Virginia Network for Educational Telecomputing (WVNET), and various higher education institutions. The Commission is interested in a workers compensation program that will provide improved services to state higher education employees and provide the lowest possible costs for workers compensation benefits.

The four-year institutions eligible to use this Workers Compensation consortium contract are as follows:

- Bluefield State College
- Concord University
- Fairmont State University
- Glenville State College
- Marshall University
- Shepherd University
- West Liberty University
- West Virginia School of Osteopathic Medicine
- West Virginia State University
- West Virginia University
- West Virginia University Institute of Technology

The two-year institutions eligible to use this Workers Compensation consortium contract are as follows:

- Blue Ridge Community and Technical College
- BridgeValley Community and Technical College
- Eastern Community and Technical College
- Mountwest Community and Technical College
- New River Community and Technical College
- Pierpont Community and Technical College
- Southern WV Community and Technical College
- WV Northern Community College
- West Virginia University at Parkersburg

The current members of the consortium are:

Four-year institutions:

Bluefield State College
Concord University
Fairmont State University
Glenville State College
Shepherd University
West Liberty University
West Virginia School of Osteopathic Medicine
West Virginia State University

Two-year institutions:

Blue Ridge Community and Technical College
BridgeValley Community and Technical College
Eastern Community and Technical College
Mountwest Community and Technical College
New River Community and Technical College
Pierpont Community and Technical College
Southern WV Community and Technical College
WV Northern Community College

2 INSTRUCTIONS FOR SUBMITTING A PROPOSAL

This Request for Proposal (RFP) is issued in two (2) parts. All Proposers shall be qualified and reviewed as follows:

- 2.1.1 Part One - Proposers are required to submit the firm's credentials, qualifications and specific examples of current worker compensation programs in place in order to reflect the firm's ability to provide the scope of services covered by this RFP.
- 2.1.2 Part Two – Qualified Proposers selected from Part One evaluations, shall be required to participate in a service/cost competition.

Inquiries, Information, Notice and Correspondence - Interpretation, Correction or Changes in RFP. All inquiries, requests for information, notices, and correspondence concerning this RFP shall be submitted in writing. Any interpretation, correction, or change in the RFP will be made by formal addendum by the Commission. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and no Proposer may rely upon any such interpretation, correction, or change.

The point of contact for all inquiries, requests for information and clarifications, notices and correspondence concerning this Request for Proposal (RFP) is:

Kelley Smith, Assistant Director of Procurement
West Virginia Higher Education Policy Commission
1018 Kanawha Boulevard, East, Suite 700
Charleston, WV 25301
Phone: 304-553-1813
Email: Kelley.smith@wvhepc.edu

Proposers should make any requests for additional information or clarification in writing only to the appropriate individual, as indicated above. No other individuals shall be contacted regarding this RFP or any matter concerning this process. If a representative of any company or party submitting a response violates the foregoing prohibition, such contact may result in the proposer being disqualified.

Written questions regarding this RFP shall be due no later than 4:00 PM, EST on March 10, 2022. Telephone and verbal questions will not be accepted.

Answers to questions, requests for information and clarifications regarding this RFP will be issued in writing by Addendum and posted at the following webpage on March 12, 2022. It is the vendor's responsibility to check this webpage for addenda and additional information concerning this RFP. Vendors should acknowledge receipt of addenda in the proposal.

<https://www.wvhepc.edu/resources/purchasing-and-finance/>

Responses to Part One and other required documents may be emailed to: bid.receipt@wvhepc.edu or mailed/delivered on or before the date required below.

For email submissions, please see **Exhibit A** for guidelines.

For mailed/delivered submissions, the outside of the envelope should be clearly marked with the RFP number, the bid opening date/time, and the Director of Procurement's name. The envelope or package must be delivered on or before 3:00 PM EST on March 23, 2022. Proposals received after this date and time will be returned to the vendor unopened. A digital copy of the proposal should be submitted with the bid response; the preferred method for submission of the digital copy is by flash/thumb drive which should be included with the original proposal.

RFP Schedule of Dates:

Release of RFP	March 2, 2022
Written Questions Due from Vendors	4:00 PM EST, March 10, 2022
Answers to Questions Posted	March 14, 2022
Proposals Due	3:00 PM, EST, March 23, 2022

The typical RFP process may consist of any of the following steps, at the Commission's discretion:

- An advertised invitation for vendors to express their interest in providing a solution
- Receipt of vendor credentials and qualifications
- Preliminary evaluation of proposals, credentials, and qualifications
- Presentations, discussions, fact-finding, solution demonstrations, and interviews of selected vendors.
- Secondary evaluation of selected vendors only
- Best and Final cost/revenue proposals from selected vendors only
- Final evaluation and vendor selection
- Contract Negotiations
- Implementation

No timeframe or promise of engagement or contract is either expressed or implied by the publication of this RFP, and the Commission/Council reserve the right, in their sole opinion, to accept or reject any or all responses and/or to terminate this process at any time with or without notice. The Commission/Council may or may not employ any or all of the steps listed in Section 2.8 to select a qualified vendor. The Commission/Council, in its sole discretion, may award a

contract to any respondent at any time in the process.

The purpose of the response to Part One is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake this project for the Commission/Council in conformity with the requirements of this RFP. As such, the substance of a response will carry more weight than its form or manner of presentation. The response should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an approach that will meet the RFP requirements.

RESPOND ONLY TO PART ONE REQUIREMENTS AT THIS TIME. The time and date for responses to Part Two of this RFP shall be determined based on the evaluation of Part One responses and shall be published by addendum to this RFP at the appropriate time.

Vendors are expected to examine the entire RFP, including all specifications, standard provisions, and instructions. Failure to do so will be at the Vendor's risk. Each Vendor shall furnish the information required by the RFP. Time periods, stated in number of days, in the RFP, or in the Vendor's response, shall be in consecutive calendar days.

By submitting a proposal, the Vendor warrants that: (a) the vendor has read and understands the RFP documents, instructions, and terms and conditions; (b) that the proposal is made in accordance therewith; and (c) the proposal is based upon the services specified.

Costs Incurred. Any and all costs incurred by the vendor in preparation of a response to this request or for presentation of credentials are the responsibility of the vendor and will not be reimbursed. All responses and documentation submitted by the vendor become the property of the Commission/Council at the time the documents are opened.

Life of Proposal. All proposals shall remain in effect for a minimum period of one hundred twenty (120) consecutive calendar days from the proposal opening date. Proposals may not be canceled, altered, or withdrawn, except as otherwise provided herein.

Proposal Response Certification. **Exhibit B** Title page, included herein, should be attached to the front of the proposal, and should contain the Vendor's certification of the submission. Proposals must be signed by an individual or individuals who have full authority to execute a binding contract on behalf of the company, firm, or individual. Vendors should acknowledge receipt of any addenda or amendments to the RFP. If a Title page is not included, the bid must be otherwise signed by an individual with full authority to bind the company.

2.16 Proposal Confidentiality. Ownership of all data, materials, and documentation originated and prepared for the Commission/Council pursuant to the RFP shall belong exclusively to the Commission/Council and be subject to public inspection in accordance with the West Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Proposer shall not be subject to public disclosure under the West Virginia Freedom of Information Act; however, the Proposer must invoke the protections of Article 1, Chapter 29B of the Code of West Virginia in writing, either before or at the time the data or material is submitted. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information.

2.16 Modification or Withdrawal of Proposals. Proposers may modify or withdraw their proposal before the time and date as specified for receipt of the proposals as identified above by giving notice, in writing to the Director of Procurement. Notice shall include the signature of the

Vendor and shall be received before the designated date and time for receipt of proposals. Modifications must be worded so as not to reveal the amount of the original proposal. Erasures, interlineations, or other changes in the proposal should be initialed by the authorized individual(s) signing the proposal.

The Commission/Council reserve the right to waive technicalities or irregularities to any process or proposal during this solicitation.

3 SCOPE OF REQUEST FOR PROPOSALS

3.1 SCOPE OF WORK

The Commission/Council are seeking qualified insurance companies (direct writers), brokers, and agents to submit proposals to design and assist with the implementation of a comprehensive Workers Compensation Program for the West Virginia Higher Education Policy Commission and the West Virginia Community and Technical College System Council.

For information purposes only, attached as Supplemental Information, is general claim information, premium and payroll information. See **Exhibit C**.

Specific deliverables for the Commission/Council's Workers Compensation Program shall include, but may not be limited to, the development, design, and implementation of the most highly advantageous plan to improve services to state employees and to sustain the lowest possible costs for Workers Compensation benefits as required by West Virginia law. More specifically, each vendor must demonstrate and submit qualifications that relate to the following:

Insurance and Underwriting:

- Proof of current licensing to transact workers compensation insurance sales/service in West Virginia.
- Insurance companies (direct writers) must be an admitted insurance carrier in the State of West Virginia and licensed to transact workers' compensation insurance sales/service in West Virginia.
- Proposed insurance companies must demonstrate an AM Best Rating of no less than (A).
- Knowledge of and experience with management of funding mechanisms from which retained claims amounts will be paid, according to established requirements and regulations as promulgated by the West Virginia Insurance Commission.

Claims Administration:

- Ability to effectively and efficiently administer and process claims in the volume and complexity anticipated by the Commission/Council as they relate to a higher education environment and in accordance with the coverage required by West Virginia Law.
- Proof of demonstrated experience in claims administration in the anticipated volume and complexity by the Commission/Council. Provide examples of experience with similar size (5,000 or more employees) organizations.
- Information, data, customer surveys, or other information relating to the Vendor's current customer satisfaction in the Workers' Compensation Insurance industry.
- Information relating to Vendor's intended use of a third-party administrator(s) (TPA), if applicable. The Vendor must provide the TPA's name, history of the relationship,

qualifications, and other information for the Commission/Council to fully evaluate the TPA based upon services requested in this RFP.

Claims and Risk Management:

- Ability and expertise to proactively manage new, existing, and ongoing claims to insure that required benefits are neither denied nor extended beyond reasonable requirements.
- Approach and methodologies for claims and risk management in a governmental and/or higher education environment.
- Experience and expertise in the management of a return-to-work program.
- Experience and expertise in the management of a loss control program.
- Agreements with regional preferred workers compensation provider networks.

The Commission/Council will not provide written designation of rights (commonly referred to as an “Agent of Record Letter”) to propose a specific insurance company or third-party administrator, to any respondent during the course of Part ONE evaluations. The Commission/Council may, at its sole discretion, provide a limited number of such letters to those respondents selected to compete in PART TWO of the selection process. (The legal definition for “Agent of Record” does not apply to this section.)

Part Two Responses with cost and premium proposals may be subject to the Commission /Council’s request for best and final offers.

All materials submitted in response to Part Two shall become the property of the Commission/Council, and may be used, and/or incorporated into other designs or programs without any compensation whatsoever to the submitting vendor.

3.2 VENDOR REQUIREMENTS – PART ONE

All responses should be formatted with the items and sequence as presented in this Section. Except as otherwise set forth herein, this Section outlines the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straightforward manner.

Vendors are expected to examine the entire RFP, including all specifications, standard provisions, and instructions. Failure to do so will be at the vendor’s risk. Each vendor

should furnish all information required by the RFP. Time periods, stated in number of days, in this request or in the response, shall be in calendar days.

The following documents and information should be provided in the Vendor's response:

- **Exhibit B** – Title Page including addendum acknowledgement, signature, title, company name, address, telephone number and email address of an individual with full authority to execute a binding contract.
- A Table of Contents clearly identifying the proposal material by section and page number.
- The name of your firm or company and include the date and location of incorporation, principal officers, board of directors, number of employees, size and locations of field offices, company history and organizational structure. Provide copies of your organization's annual reports for the last three years, including any independently audited financial statements and other performance information related to the fiscal strength and resources of your organization.
- Is your company or firm engaged, or planning to engage in any merger, acquisition, litigation, or business reorganization that might have an impact on your relationship with the Commission/Council?
- Describe in detail your firm's qualifications to provide the services required in the RFP including but not limited to, details of projects of a similar size and scope that your firm has been associated with over the last two years, and how your programs have performed in the actual marketplace.
- Describe in detail your firm's approach to providing the required services in the RFP and the methodologies you employ. Provide information including, but not limited to, all the services your firm can provide, research and reporting capabilities, and how actual performance is measured.
- Not compromising any client confidentiality, submit five (5) comprehensive examples of similar programs you have managed or implemented in similar governmental and/or higher education environments.
- If applicable, submit a complete list of third-party claims administrators including their qualifications, credentials, experience, financial status, and customer satisfaction assessments. Indicate and fully disclose your firm's relationship and indicate which firms on the list are considered "preferred" and state why.
- If applicable, submit a complete list of claims and risk management firms including their qualifications, credentials, and experience. Indicate and fully disclose your firm's relationship and indicate which firms on the list are considered "preferred" and state why.

- Provide the names, title, function, and vita of the individuals within your organization who will be assigned to this project.
- Submit a sample of your typical service agreement(s). Specifically, agreements with governmental agencies or higher education institutions are preferred.
- Submit at least three (3) current references that the Commission/Council may contact to evaluate customer satisfaction. References from institutions of higher education are preferred.

3.3 VENDOR REQUIREMENTS – PART TWO

If a Part One vendor is selected for further participation, Part Two proposals should be formatted in the order listed below, providing information, as requested, for each item.

Selected vendors (direct writers, brokers, agents) shall submit “where applicable”, programs with all required elements they can or are licensed to provide. Responding to all options is not required.

Based on the Supplemental Information provided in this and subsequent addenda hereto, submit one or more of the following three comprehensive program designs and cost quotations:

- Fully Insured: Submit comprehensive supporting material regarding your Workers Compensation program design, features, components, and full implementation timeline.
- Per Claim Deductible Option: Submit comprehensive supporting materials regarding your program design, features, components, and full implementation timeline.
- A Commission/Council managed high per claim deductible program with an insurance company provided excess of per claim deductible (stop-loss) layer of coverage to include an annual aggregate limitation of loss.

Where applicable, for each option submitted, name and provide detail for the underwriters, carriers, third party administrators, and risk management firms you prefer and submit a formal request for the Commission/Council to provide an “Agent of Record Letter” authorization.

For each option submitted, provide a detailed and comprehensive cost proposal for all services you might provide, including but not limited to, any and all premiums, professional fees, commissions, design charges, hourly rates for managers and all billable classes of professional and non-professional personnel, and reimbursable expenses, etc.

4 PROPOSAL EVALUATION CRITERIA

4.1 PART ONE EVALUATION CRITERIA

The Commission/Council shall select vendors that will be invited to respond to PART TWO based on their proposal to Part One Scope of Work requirements. Evaluation will consider the completeness of the response to Part One proposal specifications and the demonstrated ability to perform the required work, including but not limited to:

- Insurance and Underwriting qualifications and expertise
- Claims Administration qualifications and expertise
- Claims and Risk Management qualifications and expertise
- Financial resources and stability

4.2 PART TWO EVALUATION CRITERIA

Based on the Supplemental Information provided by selected vendors (below) and subsequent addenda hereto, the Commission/Council, in its sole opinion, will select the vendor whose program is determined to provide the highest possible service quality and lowest possible sustainable cost, including but not limited to:

- Quality and scope of vendor's proposed plan or plans for the Commission/Council
- Cost

5 MISCELLANEOUS INFORMATION

General. Generally, the purpose of an RFP is to identify and ultimately contract with a qualified vendor or vendors for services required by the Commission/Council. The RFP process and legal requirements are outlined in detail.

Process. By publication of a Request for Proposals, the Commission/Council begins an administrative process that may or may not lead to the award of a contract(s). The Commission/Council may stop the process at any time, with or without cause, and nothing in a RFP document may be interpreted as an offer to purchase, procure, or otherwise acquire any service from any vendor.

Except as specifically noted in the RFP, there is no time limit either expressed or implied on the completion of each step in the process.

Definitions. The following definitions apply to this RFP:

- West Virginia Higher Education Policy Commission may be referred to as Commission, Policy Commission, HEPC, or Owner.
- West Virginia Council for Community and Technical College Education may be referred to as Council or CTC.
- An RFP or various steps therein, including prequalification, refers specifically to an officially published and numbered document and all the attachments, amendments, and addenda, that are a part or may become a part of the document. Applicable paragraphs from this instruction document are often included and made a part of a final agreement should a contract be awarded.
- A vendor is any bona fide business entity, individual, partnership, or corporation who submits a response to this RFP in accordance with the terms and conditions specified herein.
- A Contractor and/or Seller is any bona fide business entity, individual, partnership, or corporation who, a) having submitted a proposal in compliance with the terms and conditions of a RFP; and b) being duly authorized to conduct business in the State of

West Virginia; and c) whose proposal having been selected as “most advantageous”, may be issued a Contract/Purchase Order by the Commission/Council to provide services as specified.

- Contract/Purchase Order is the final document of agreement between the Commission/Council and the successful vendor and may be referred to as PO. It will include the RFP, the vendor’s proposal and any other documentation that may be required to clearly state the agreement between the Commission/Council and the vendor.
- The Evaluation Committee is the group of individuals selected by the Commission/Council to evaluate responses to the RFP. The committee may include any employee, agent, consultant, or institution official as required by the Commission/Council. The findings and recommendations of the committee are not binding.

Award of Contract. The Commission/Council may elect to award a contract(s) to a vendor(s) whose proposal is determined to be most advantageous to the Commission/Council with respect to conformance with the specifications, quality, and other factors as may be evaluated pursuant to this RFP.

The Commission/Council may award a contract based on offers received, without discussion; therefore, information provided by the vendors should fully identify and respond to the requested information.

Rejection of Proposals. The Commission/Council shall have the sole and absolute right to reject any and all proposals, in whole or in part; to reject a proposal not accompanied by data required and requested by the RFP documents; reject a proposal which is in any way incomplete or irregular; or to reissue a Request for Proposal.

Vendor List and Qualification Evaluation. After the established date for receipt of proposals, a list of vendors who submitted proposals will be prepared and made available for public review. Proposals will not be opened and read publicly. Qualifications and proposals submitted by interested vendors will be reviewed and evaluated based on the evaluation criteria set forth in the RFP.

Proposal Classification and Discussions. Proposals will initially be classified as either (a) Acceptable; (b) Potentially Acceptable; or (c) Unacceptable. Discussions and fact-finding may be conducted, if required, with any or all of the vendors whose proposals are found acceptable or potentially acceptable. Vendors whose proposals are classified as unacceptable will be notified promptly. The Director of Procurement will establish procedures and schedules for conducting oral and/or written discussions, if necessary.

Vendor Investigation. The Commission/Council will make such investigation, as it deems necessary to obtain full information on the vendor selected for negotiations.

Final Offers and Award of Contract. Following any discussions with vendors, the Evaluation Committee will evaluate the final proposals, giving due consideration to the established evaluation criteria. The Evaluation Committee will report its findings to the Director of Procurement who may or may not issue a Purchase Order/Contract based on which proposal or proposals are found to be the most advantageous to the Commission /Council. The contract will contain the terms and conditions as found in this RFP and may include additional terms and conditions as negotiated between the successful vendor and the Commission/Council. The final contract must be approved as to form by the General Attorney’s Office of the State of West Virginia.

If the Commission/Council cannot negotiate a mutually agreed upon contract with the highest ranked vendor, the Commission/Council may begin negotiations with vendors in order of ranking, highest to lowest, as evaluated pursuant to the terms and conditions of this RFP or may cancel this RFP in its entirety.

Conflict of Interest. The Vendor should list and describe any prior or ongoing engagements or professional relationships that would constitute a potential conflict of interest, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed project. The Vendor covenants and agrees that the firm and its officers, employees, and subcontractors will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, that will conflict in any manner with the performance of the services called for in this RFP.

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly registered/licensed to practice in the State of West Virginia, if such is required.

Legal Authority. Vendor warrants that it possesses the legal authority to submit the proposal in response to this RFP and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute **Exhibit B** and to bind Proposer to its terms.

The Commission/Council reserve the right to cancel, alter or amend this RFP. The Commission/Council reserve the right to request clarifications from any or all members of submitting development teams; however, they shall not be required to request missing information from the submittals that may cause them to be considered as non-responsive.

Vendor Registration. WV Code § 5A-3-12 requires that all vendors be registered with the WV Department of Administration, Purchasing Division, prior to receiving a purchase order for competitive products and/or services exceeding \$25,000.

See <http://www.state.wv.us/admin/purchase/vrc/default.html> for additional vendor registration information.

Debarment. WV Code § 5A-3-33 through § 5A-3-33F states that vendors that have been debarred by the federal government are not eligible to offer on or receive contracts to supply goods or services to the state and its subdivisions for a specified period of time.

WV Secretary of State. The vendor must be in compliance with the Secretary of State and should provide a copy of their business license with the proposal.

Taxpayer Identification Information. The IRS requires the Commission/Council to request a taxpayer identification number (TIN) for tax reporting purposes. IRS Form W9 is used to obtain this information. See **Exhibit D**.

Purchasing Affidavit. WV State Code § 5A-3-10a requires all vendors to submit an affidavit regarding any debt owed to the State. The Affidavit should be completed, signed and returned with the bidder's proposal. See **Exhibit E**.

Agreement Addendum. The State's Agreement Addendum WV-96 is attached to demonstrate the State law and guidelines that must be adhered to in any contracts presented to the Commission/Council for execution. The WV-96 will become a part of the final contract. See **Exhibit F**.

6 INSURANCE

If selected to contract with the Commission/Council, insurance shall be obtained from a reputable

and financially responsible, insurance carrier, with an AM Best Rating of no less than (A). The Commission/Council shall be named as additional insured under the policy and certificate holder. Vendors shall furnish to the Commission/Council written certificates that the insurance required herein has been procured and is being properly maintained throughout the life of this contract and that premiums therefore are paid and specifying the names of the insurers and the respective policy numbers and expiration dates. All such insurance policies shall provide for, unless applicable statute otherwise specifies, at least thirty (30) days prior written notice of the effective date or cancellation to the Commission /Council. The additional insured shall read:

West Virginia Higher Education Policy Commission
West Virginia Community & Technical College System Council
1018 Kanawha Boulevard, East, Suite 700
Charleston, WV 25301

Vendor agrees to indemnify and hold harmless the Commission/Council against all claims, liabilities, losses, damages and expenses of every character whatsoever for bodily injury, sickness, and/or disease, including death at any time resulting from or sustained by any employee of the Vendor while on the premises of the Commission/Council; or while engaged in the performance of the services hereunder, whether or not arising out of or in any way connected with this agreement or with the Vendor's performance hereunder, and in whether or not such injury, sickness, and/or disease is not due to any negligence on the part of such employees or on the part of the Commission/Council, its employees or agents.

Workers Compensation

- 6.1.1 Vendor shall warrant that all employees are covered by valid workers compensation insurance in compliance with the statutory requirements of the State of WV. Vendor employees exempt from mandatory participation in a workers compensation program are required to purchase workers compensation coverage.

Employers Liability

- 6.1.2 Vendor shall provide employers liability coverage in the following minimum amounts:

Each Accident	\$100,000
Disease-Policy Limit	\$500,000
Disease – Each Employee	\$100,000

Commercial General Liability Insurance

- 6.1.3 Vendor shall provide, including but not limited to, the following coverage, with combined single limits of not less than the following amounts. Liability coverage shall also include contractual liability.

General Aggregate	\$2,000,000
Products And Completed Operations Aggregate	\$1,000,000
Personal And Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Rented Premises (Each Occurrence)	\$50,000
Medical Payments (Any One Person)	\$5,000

Commercial Auto Liability Insurance

- 6.1.4 Vendor shall provide, including but not limited to, the following coverage, including owned, hired, and non-owned auto liability coverage with limits of no less than:

Combined Single Limits, Bodily Injury and Property Damage Liability	\$1,000,000
Medical Payments	\$5,000

Excess Liability

- 6.1.5 Vendor shall provide, including but not limited to, the following coverage, to provide at least following form excess liability or umbrella liability coverage over all underlying liability coverage provided, including commercial general liability, commercial automobile liability, and employers' liability coverage. No coverage provided in the underlying liability policy may be excluded in the commercial excess or umbrella liability policy. Limits may not be less than:

Each Occurrence, Combined Single Limit, Bodily Injury and Property Damage Liability	\$1,000,000
Aggregate Limit	\$1,000,000

7 SUPPLEMENTAL INFORMATION

Supplemental Information including, but not limited to the following, will be provided to selected vendors after the **PART ONE** evaluation.

- Brickstreet Employer Loss Statements (ELS) – 07/01/14 - present
- Experience Modification Factors – 07/01/14 - present
- Brickstreet premium audit statements – program inception to latest available
- Recurring claimants report through December 2017(included in ELS)
- Claims in excess of \$200,000 report (included in ELS)
- A copy of the current workers compensation insurance policy

VENDOR GUIDELINES FOR BID SUBMISSIONS VIA EMAIL

NOTE: This document is specific to the competitive solicitation processes, where bid submissions must arrive at the closing location on time.

1. Purpose of These Guidelines

The Commission/Council may post opportunities that allow vendors to submit their bids / proposals / responses (known as submissions) electronically via email. This document is intended to assist vendors in understanding:

- the risks associated with submitting an emailed submission; and
- the pitfalls that should be avoided if emailing a submission.

NOTE: Vendors who deliver submissions via email do so at their own risk; the Commission/Council does not take any responsibility for any emailed submission that:

- does not arrive on time;
- is rejected; or
- contains corrupted electronic files.

2. Risks

Although emails are sent every day without incident, there are a number of risks that could occur and delay the receipt of an email. An email submission is deemed to have been received once it arrives in the Commission/Council's Electronic Mail System. Emailed submissions that arrive late will not be considered, regardless of the reason, and vendors will not have the option to resubmit after the closing date and time.

Following are some of the reasons that may delay an email, or cause an email to be rejected by the Commission/Council's email system:

- i. Delays can occur as an email moves from server to server between the sender and the recipient, meaning that the time when an email is received can be later – and sometimes considerably later – than the time when it was sent. The Commission/Council will consider the time that an email was received by the Commission/Council's email system as the official time for any emailed submission.
- ii. The Commission/Council's email system has technical and security limitations on the size and type of files that will be accepted. Emails containing attachments that exceed 30 MB cannot be accepted.
- iii. The Commission/Council's email system has protocols whereby an email may be investigated as potential spam or containing a virus / malware. Such protocols may result in an email being sent to the recipient's inbox late.

- iv. The Commission/Council's email system has protocols whereby an email may be investigated as having Personally Identifiable Information (PII). An email determined by the system to contain PII or data of a similar appearance of PII will not be delivered.
- v. The Commission/Council's email system is designed to reject any email that is considered spam or that contains a virus or malware. On occasion, an email may be falsely flagged and rejected. Copies of rejected emails are not kept in the email system, and therefore no possibility exists to retrieve an emailed submission that has been rejected.
- vi. In addition, it is possible that one or more attachments to an email to become corrupted and therefore inaccessible to the Commission/Council's email system. Vendor will not have the option to resubmit after closing if the attachments cannot be opened. Further, the Commission/Council cannot open any submission prior to closing to confirm whether or not the files have been corrupted.

3. Vendor Guidance for Emailed Submissions

- 1. Never assume that a solicitation allows for emailed submissions. Emails should only be used as a delivery mechanism when the opportunity expressly allows for it.
- 2. Never assume which email address is being used for submissions, when emailed submissions are permitted. Carefully read the instructions and ask questions well in advance of closing if the email address for submissions is not clear. Submissions that are emailed to any address other than the one expressly stated for the purpose may be rejected as missing a mandatory requirement of the solicitation.
- 3. Avoid using generic subject lines in the emailed submissions that do not clearly identify the solicitation name and / or number as well as the vendor organization name. The subject line of the email should be: BID FOR xxxxxxxxx DUE WEDNESDAY xxxxxxxxxx AT 3:00PM. A sample email subject line for an open bid might be: BID FOR 21001 DUE WEDNESDAY, APRIL 7, 2021 AT 3:00PM.
- 4. Avoid multiple emails from the same vendor for the same opportunity wherever possible. If multiple emails cannot be avoided (e.g., the collective size of the emails exceeds the maximum size allowed), identify how many emails constitute the full submission and provide clear instructions on how to assemble the submission. Multiple submissions from the same vendor for the same opportunity may result in rejection if these instructions are unclear.
- 5. Vendors may update, change, or withdraw their submission at any time prior to the closing date and time. If emailing updates or changes, do not submit only the changes that then require collation with the previous submission. Instead, a complete revised package with clear instructions that it replaces the earlier submission should be sent. This will help to avoid any confusion as to what constitutes the complete submission.

6. Avoid emailing submissions in the last 60 minutes that the solicitation is open. Sufficient time should be left prior to closing to ensure that the email was received, and to resubmit before closing if a problem occurs.
7. Do not assume that the email has been received. If a confirmation email is not received shortly after sending the email, contact the named Contact on the solicitation to confirm whether or not their submission was received. In addition, send the emailed submission with a delivery receipt request. If unsure how to send an email with a delivery receipt request, contact the vendor's own system support personnel or search online for instructions specific to the vendor's email system (e.g., Outlook, Gmail, etc.)
8. If the confirmation email is not received, do not resubmit without first contacting the named Contact. Resending a submission should only occur once confirmation is received that the original email was not received, and enough time is left for receipt of the submission prior to the closing date and time.
9. Do not ignore any message from the Commission/Council regarding rejection of an emailed submission. If such a message is received prior to closing, contact the named Contact on the opportunity immediately.
10. If time permits prior to closing, possible remedies for a rejected or missing emailed submission include:
 - i. If the collective size of the emailed attachments exceeds 30 MB, resubmit it over multiple emails, clearly identify how many emails constitute the full submission and how to collate the files.
 - ii. If the emailed submission included zipped or executable files, unzip or remove the executable the files and resubmit over one or more emails (see previous bullet if the files collectively exceed 30 MB).
 - iii. Resend the submission from a different email account.
 - iv. If permitted in the opportunity, use an alternative method to deliver the submission (e.g., mailed or hand delivered).

Note: None of these remedies are applicable after the closing date and time.

Exhibit B
RFP 22192

TITLE PAGE

The undersigned declares that he/she has read the RFP and that the following BID is submitted as a good faith response.

The undersigned declares that he/she has the authority to obligate the company.

The undersigned acknowledges receipt of the following addenda, if released. If no addenda are released, this section is to be left blank:

Addendum 1 _____ (initial receipt)

Addendum 2 _____ (initial receipt)

Addendum 3 _____ (initial receipt)

(Signature of Signee)

(Name of Signee)

(Title)

(Company Name)

(Street Address)

(City, State, Zip)

(Telephone Number)

(E-mail)

Exhibit C

Total Payroll for Institutions Participating in the Consortium

Institution Name	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Blue Ridge CTC	\$7,062,408.63	\$6,925,587.00	\$7,079,791.00	\$8,196,031.00	\$8,229,393.00	\$9,021,524.00	\$9,738,453.00	\$10,422,647.00	\$10,919,837.00	\$10,424,762.00
Bluefield State College	\$11,789,661.00	\$11,508,097.00	\$11,295,701.00	\$11,277,838.00	\$10,844,427.00	\$10,384,437.00	\$10,745,131.00	\$9,104,039.00	\$10,283,551.00	\$9,671,172.00
Bridgevalley CTC			\$10,763,396.00	\$10,419,509.00	\$10,140,725.00	\$9,845,474.00	\$10,077,213.00	\$10,533,185.00	\$10,720,217.00	\$9,794,640.00
Concord University	\$17,483,704.00	\$15,650,993.00	\$18,357,889.00	\$16,344,006.00	\$16,078,102.00	\$15,568,029.00	\$15,612,332.00	\$15,988,509.00	\$15,202,651.00	\$15,568,029.00
Eastern WV CTC	\$2,291,480.00	\$2,434,242.00	\$1,841,471.00	\$2,067,309.00	\$1,841,471.00	\$1,746,766.00	\$1,649,707.00	\$1,882,000.00	\$1,933,082.00	\$2,140,704.00
Fairmont State University	\$34,062,647.00	\$33,740,184.00	\$33,980,708.00	\$33,247,679.00	\$33,255,995.00	\$33,245,164.00	\$33,911,355.00	\$9,601,492.00	\$26,778,763.00	\$25,043,627.00
Glenville State College	\$10,727,684.00	\$10,826,292.00	\$10,696,571.00	\$10,105,639.00	\$9,520,342.00	\$10,090,110.00	\$9,601,492.00	\$9,795,131.00	\$10,250,858.00	\$10,090,110.00
Mountwest CTC	\$7,445,326.67	\$7,244,420.00	\$7,380,407.00	\$7,745,214.00	\$7,500,246.00	\$7,160,426.00	\$7,083,195.00	\$7,190,698.00	\$6,930,513.00	\$7,083,195.00
New River CTC	\$9,428,074.00	\$10,019,269.00	\$9,077,812.00	\$8,490,899.00	\$7,027,175.00	\$645,337.00	\$6,584,896.00	\$6,914,538.00	\$6,608,194.00	\$6,444,720.00
Pierpont CTC								\$7,504,539.00	\$7,504,844.00	\$8,827,403.00
Shepherd University	\$26,408,216.00	\$24,000,242.00	\$26,270,048.00	\$26,064,334.00	\$26,838,131.00	\$27,176,434.00	\$26,245,059.00	\$25,785,973.00	\$25,293,114.00	\$26,245,059.00
Southern WV CTC	\$9,338,712.00	\$8,961,502.00	\$8,777,163.00	\$8,273,803.00	\$8,016,222.00	\$8,583,139.00	\$8,302,562.00	\$8,569,783.00	\$8,841,725.00	\$8,302,562.00
West Liberty University	\$18,880,091.00	\$18,751,219.00	\$18,254,042.00	\$17,100,307.00	\$15,810,642.00	\$16,749,438.00	\$18,517,783.00	\$19,252,147.00	\$19,311,679.00	\$18,954,311.00
WV School of Osteopathic	\$18,219,450.00	\$20,813,342.00	\$20,581,283.00	\$20,233,459.00	\$21,527,038.00	\$21,954,708.00	\$23,117,398.00	\$24,517,952.00	\$24,896,266.00	\$24,589,488.00
WV State University	\$17,264,440.00	\$17,819,778.00	\$17,404,321.00	\$16,940,665.00	\$16,712,319.00	\$16,175,839.00	\$15,772,107.00	\$16,902,244.00	\$17,003,715.00	\$15,772,107.00
WV Network for Ed Tel	\$3,073,719.88	\$2,601,769.00	\$3,627,120.00	\$3,344,372.00	\$3,627,120.00	\$3,161,675.00	\$3,326,762.00	\$3,420,663.00	\$3,065,934.00	\$3,037,424.00
WV Northern CC	\$7,668,980.39	\$7,265,649.00	\$6,915,532.00	\$6,566,785.00	\$6,577,776.00	\$6,727,684.00	\$7,159,842.00	\$7,260,699.00	\$7,341,223.00	\$6,862,237.00
WV Higher Ed PC	\$5,276,046.00	\$4,973,274.00	\$5,773,938.00	\$6,270,207.00	\$6,439,163.00	\$6,032,971.00	\$5,812,159.00	\$5,538,803.00	\$5,870,501.00	\$5,812,159.00
Total	\$206,420,640.57	\$203,535,859.00	\$218,077,193.00	\$212,688,056.00	\$209,986,287.00	\$204,269,155.00	\$213,257,446.00	\$200,185,042.00	\$218,756,667.00	\$214,663,709.00

Premium Data by Institution

Institution Name	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Blue Ridge CTC	\$22,922.00	\$19,502.00	\$12,899.00	\$13,697.00	\$16,008.00	\$19,117.00	\$19,663.00	\$19,425.00	\$17,861.00	\$16,757.00
Bluefield State College	\$55,160.00	\$59,403.00	\$65,939.00	\$70,445.00	\$78,292.00	\$54,020.00	\$39,709.00	\$29,814.00	\$51,437.00	\$53,321.00
Bridgevalley CTC			\$39,361.00	\$31,461.00	\$20,774.00	\$30,328.00	\$26,670.00	\$33,331.00	\$41,908.00	\$29,116.00
Concord University	\$90,570.00	\$55,660.00	\$51,322.00	\$56,412.00	\$40,944.00	\$60,195.00	\$48,611.00	\$50,581.00	\$44,810.00	\$41,080.00
Eastern WV CTC	\$7,874.00	\$7,942.00	\$8,538.00	\$7,759.00	\$6,008.00	\$5,008.00	\$3,253.00	\$3,326.00	\$4,125.00	\$5,038.00
Fairmont State University	\$126,322.00	\$97,329.00	\$76,634.00	\$75,338.00	\$73,155.00	\$67,208.00	\$62,500.00	\$52,396.00	\$74,334.00	\$76,461.00
Glenville State College	\$52,176.00	\$46,935.00	\$30,487.00	\$25,223.00	\$24,250.00	\$30,068.00	\$36,069.00	\$26,104.00	\$43,793.00	\$53,082.00
Mountwest CTC	\$29,702.00	\$21,895.00	\$23,301.00	\$21,388.00	\$17,324.00	\$14,090.00	\$11,804.00	\$13,253.00	\$12,628.00	\$13,058.00
New River CTC	\$45,485.00	\$36,174.00	\$38,368.00	\$40,446.00	\$32,657.00	\$31,653.00	\$30,912.00	\$30,473.00	\$19,851.00	\$21,643.00
Pierpont CTC								\$16,760.00	\$9,277.00	\$12,367.00
Shepherd University	\$150,925.00	\$76,995.00	\$95,247.00	\$107,584.00	\$82,302.00	\$90,210.00	\$81,298.00	\$75,045.00	\$75,368.00	\$62,168.00
Southern WV CTC	\$53,050.00	\$54,250.00	\$54,071.00	\$53,205.00	\$59,834.00	\$75,958.00	\$68,749.00	\$93,820.00	\$95,050.00	\$79,010.00
West Liberty University	\$129,333.00	\$85,282.00	\$68,148.00	\$49,575.00	\$41,095.00	\$36,151.00	\$40,705.00	\$45,762.00	\$40,263.00	\$38,039.00
WV School of Osteopathic	\$74,795.00	\$72,900.00	\$64,057.00	\$59,981.00	\$60,591.00	\$63,578.00	\$59,992.00	\$55,414.00	\$63,265.00	\$62,780.00
WV State University	\$80,566.00	\$61,141.00	\$63,434.00	\$52,545.00	\$51,027.00	\$41,831.00	\$35,780.00	\$39,932.00	\$51,998.00	\$51,967.00
WV Network for Ed Tel	\$8,105.00	\$4,915.00	\$8,388.00	\$6,158.00	\$6,721.00	\$5,047.00	\$4,242.00	\$3,708.00	\$3,425.00	\$3,913.00
WV Northern CC	\$30,176.00	\$26,586.00	\$27,884.00	\$17,838.00	\$18,193.00	\$18,742.00	\$25,028.00	\$32,751.00	\$24,870.00	\$23,072.00
WV Higher Ed PC	\$15,883.00	\$8,699.00	\$9,131.00	\$8,765.00	\$8,675.00	\$7,173.00	\$5,969.00	\$4,894.00	\$5,230.00	\$232.00
	\$973,044.00	\$735,608.00	\$737,209.00	\$697,820.00	\$637,850.00	\$650,377.00	\$600,954.00	\$626,789.00	\$679,493.00	\$643,104.00

Bluefield State College

Summary by Policy Valued as of February 07, 2022

Policy Number	Period Effective	Period Expirati	Claims	Paid This Month	Indemnity Reserve	Medical Reserve	Expense Reserve	Indemnity Paid	Medical Paid	Expense Paid	Subro	Total Incurred
WCB1006134	7/1/2021	7/1/2022	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1006134	7/1/2020	7/1/2021	4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1006134	7/1/2019	7/1/2020	4	\$13.11	\$0.00	\$0.00	\$0.00	\$0.00	\$7,590.35	\$97.58	\$0.00	\$7,687.93
WCB1006134	7/1/2018	7/1/2019	7	\$378.00	\$5,010.72	\$12,355.02	\$445.21	\$18,402.56	\$48,026.82	\$20,773.42	\$0.00	\$105,013.75
WCB1006134	7/1/2017	7/1/2018	3	\$0.00	\$0.00	\$0.00	-\$0.00	\$531.43	\$9,347.47	\$94.41	\$0.00	\$9,973.31
WCB1006134	7/1/2016	7/1/2017	11	\$0.00	\$0.00	-\$0.00	-\$0.00	\$22,287.88	\$22,811.48	\$10,394.47	\$0.00	\$55,493.83
WCB1006134	7/1/2015	7/1/2016	19	\$0.00	-\$0.00	-\$0.00	\$0.00	\$749.25	\$4,741.61	\$145.70	\$0.00	\$5,636.56
WCB1006134	7/1/2014	7/1/2015	24	\$0.00	\$0.00	-\$0.00	-\$0.00	\$57.15	\$10,691.72	\$213.29	\$0.00	\$10,962.16
WCB1006134	7/1/2013	7/1/2014	29	\$0.00	\$0.00	\$0.00	\$0.00	\$17,865.77	\$20,880.50	\$3,194.10	\$0.00	\$41,940.37
WCB1006134	7/1/2012	7/1/2013	16	\$0.00	\$0.00	\$0.00	-\$0.00	\$27,875.16	\$25,643.61	\$14,380.54	\$0.00	\$67,899.31
			119	\$391.11	\$5,010.72	\$12,355.02	\$445.21	\$87,769.20	\$149,733.56	\$49,293.51	\$0.00	\$304,607.22

Bridgevalley Community & Technical College

**Summary by Policy
Valued as of February 07, 2022**

Policy Number	Period Effective	Period Expirati	Claims	Paid This Month	Indemnity Reserve	Medical Reserve	Expense Reserve	Indemnity Paid	Medical Paid	Expense Paid	Subro	Total Incurred
WCB1021306	7/1/2021	7/1/2022	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1021306	7/1/2020	7/1/2021	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1021306	7/1/2019	7/1/2020	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1021306	7/1/2018	7/1/2019	6	\$0.00	\$0.00	-\$0.00	-\$0.00	\$2,304.80	\$4,324.98	\$88.36	\$0.00	\$6,718.14
WCB1021306	7/1/2017	7/1/2018	2	\$0.00	\$0.00	\$0.00	\$0.00	\$19,746.36	\$2,256.40	\$14,421.02	\$0.00	\$36,423.78
WCB1021306	7/1/2016	7/1/2017	1	\$0.00	\$0.00	\$0.00	-\$0.00	\$15,485.54	\$7,548.95	\$11,584.88	\$0.00	\$34,619.37
WCB1021306	7/1/2015	7/1/2016	3	\$0.00	\$0.00	-\$0.00	\$0.00	\$0.00	\$565.33	\$11.44	\$0.00	\$576.77
WCB1021306	7/1/2014	7/1/2015	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			13	\$0.00	\$0.00	\$0.00	\$0.00	\$37,536.70	\$14,695.66	\$26,105.70	\$0.00	\$78,338.06

Concord University

Summary by Policy Valued as of February 07, 2022

Policy Number	Period Effective	Period Expirati	Claims	Paid This Month	Indemnity Reserve	Medical Reserve	Expense Reserve	Indemnity Paid	Medical Paid	Expense Paid	Subro	Total Incurred
WCB1006107	7/1/2021	7/1/2022	2	\$1,363.30	\$0.00	\$7,684.35	\$837.39	\$0.00	\$2,599.89	\$81.61	\$0.00	\$11,203.24
WCB1006107	7/1/2020	7/1/2021	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1006107	7/1/2019	7/1/2020	2	\$0.00	\$0.00	-\$0.00	\$0.00	\$0.00	\$309.28	\$9.08	\$0.00	\$318.36
WCB1006107	7/1/2018	7/1/2019	8	\$0.00	\$0.00	-\$0.00	-\$0.00	\$541.57	\$8,813.78	\$202.63	\$0.00	\$9,557.98
WCB1006107	7/1/2017	7/1/2018	10	\$0.00	\$0.00	\$0.00	\$0.00	\$45.49	\$2,576.72	\$86.81	\$0.00	\$2,709.02
WCB1006107	7/1/2016	7/1/2017	6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,311.46	\$68.50	\$0.00	\$3,379.96
WCB1006107	7/1/2015	7/1/2016	14	\$0.00	\$0.00	\$0.00	\$0.00	\$17,445.76	\$33,185.96	\$204.33	\$0.00	\$50,836.90
WCB1006107	7/1/2014	7/1/2015	10	\$0.00	\$0.00	\$0.00	\$0.00	\$8,510.72	\$22,694.66	\$347.25	\$0.00	\$31,552.63
WCB1006107	7/1/2013	7/1/2014	10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$789.19	\$27.27	\$0.00	\$816.46
WCB1006107	7/1/2012	7/1/2013	12	\$0.00	\$0.00	-\$0.00	\$0.00	\$0.00	\$1,578.37	\$35.67	\$0.00	\$1,614.04
			75	\$1,363.30	\$0.00	\$7,684.35	\$838.24	\$26,543.54	\$75,859.31	\$1,063.15	\$0.00	\$111,988.59

Eastern West Virginia Community & Technical College

Summary by Policy
Valued as of February 07, 2022

Policy Number	Period Effective	Period Expirati	Claims	Paid This Month	Indemnity Reserve	Medical Reserve	Expense Reserve	Indemnity Paid	Medical Paid	Expense Paid	Subro	Total Incurred
WCB1006550	7/1/2021	7/1/2022	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1006550	7/1/2020	7/1/2021	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1006550	7/1/2019	7/1/2020	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1006550	7/1/2018	7/1/2019	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1006550	7/1/2017	7/1/2018	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1006550	7/1/2016	7/1/2017	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1006550	7/1/2015	7/1/2016	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1006550	7/1/2014	7/1/2015	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$290.97	\$17.17	\$0.00	\$308.14
WCB1006550	7/1/2013	7/1/2014	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1006550	7/1/2012	7/1/2013	1	\$0.00	\$0.00	\$0.00	\$0.00	\$6,806.26	\$331.05	\$7.00	\$0.00	\$7,144.31
			3	\$0.00	\$0.00	\$0.00	\$0.00	\$6,806.26	\$622.02	\$24.17	\$0.00	\$7,452.45

Fairmont State College
Summary by Policy
Valued as of February 07, 2022

Policy Number	Period Effective	Period Expirati	Claims	Paid This Month	Indemnity Reserve	Medical Reserve	Expense Reserve	Indemnity Paid	Medical Paid	Expense Paid	Subro	Total Incurred
WCB1005583	7/1/2021	7/1/2022	4	\$1.34	\$0.00	\$148.32	\$63.66	\$0.00	\$501.68	\$1.34	\$0.00	\$715.00
WCB1005583	7/1/2020	7/1/2021	5	\$0.00	\$0.00	\$0.00	\$3.36	\$0.00	\$11,924.57	\$525.32	\$0.00	\$12,450.25
WCB1005583	7/1/2019	7/1/2020	8	\$0.00	-\$0.00	-\$0.00	-\$0.00	\$42,210.21	\$32,752.16	\$3,068.87	\$0.00	\$78,031.24
WCB1005583	7/1/2018	7/1/2019	20	\$0.00	\$0.00	-\$0.00	\$0.00	\$0.00	\$17,153.38	\$223.23	\$0.00	\$17,376.61
WCB1005583	7/1/2017	7/1/2018	7	\$0.00	\$0.00	\$0.00	\$0.00	\$11.61	\$2,535.49	\$92.60	\$0.00	\$2,639.70
WCB1005583	7/1/2016	7/1/2017	6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,912.83	\$119.62	\$0.00	\$5,032.45
WCB1005583	7/1/2015	7/1/2016	12	\$0.00	\$0.00	-\$0.00	\$0.00	\$0.00	\$12,825.89	\$152.54	\$0.00	\$12,978.43
WCB1005583	7/1/2014	7/1/2015	10	\$0.00	\$0.00	-\$0.00	\$0.00	\$229.05	\$4,961.84	\$364.62	-\$2,538.53	\$3,016.98
WCB1005583	7/1/2013	7/1/2014	17	\$0.00	-\$0.00	-\$0.00	-\$0.00	\$14,638.84	\$19,165.45	\$613.90	\$0.00	\$34,418.19
WCB1005583	7/1/2012	7/1/2013	18	\$0.00	\$0.00	-\$0.00	\$0.00	\$19,243.29	\$35,532.63	\$17,185.45	\$0.00	\$71,961.37
			107	\$1.34	-\$0.00	\$148.32	\$64.02	\$76,333.00	\$142,265.92	\$22,347.49	-\$2,538.53	\$238,620.22

Glenville State College
Summary by Policy
Valued as of February 07, 2022

Policy Number	Period Effective	Period Expirati	Claims	Paid This Month	Indemnity Reserve	Medical Reserve	Expense Reserve	Indemnity Paid	Medical Paid	Expense Paid	Subro	Total Incurred
WCB1006130	7/1/2021	7/1/2022	3	\$174.13	\$0.00	\$549.87	\$109.50	\$0.00	\$600.13	\$5.50	\$0.00	\$1,265.00
WCB1006130	7/1/2020	7/1/2021	9	\$254.28	\$8,349.60	\$4,765.63	\$59.56	\$556.64	\$17,584.37	\$300.44	\$0.00	\$31,616.24
WCB1006130	7/1/2019	7/1/2020	9	\$0.00	\$0.00	-\$0.	\$0.00	\$8,363.68	\$22,287.63	\$601.51	\$0.00	\$31,252.82
WCB1006130	7/1/2018	7/1/2019	6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$539.96	\$33.49	\$0.00	\$573.45
WCB1006130	7/1/2017	7/1/2018	15	\$0.00	\$0.00	\$0.00	-\$0.	\$0.00	\$2,111.00	\$74.85	\$0.00	\$2,185.85
WCB1006130	7/1/2016	7/1/2017	12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,508.06	\$229.72	\$0.00	\$19,737.78
WCB1006130	7/1/2015	7/1/2016	13	\$0.00	\$0.00	-\$0.	\$0.00	\$0.00	\$1,292.91	\$144.97	\$0.00	\$1,437.88
WCB1006130	7/1/2014	7/1/2015	16	\$0.00	\$0.00	\$0.00	-\$0.	\$0.00	\$22,687.74	\$461.58	\$0.00	\$23,149.32
WCB1006130	7/1/2013	7/1/2014	9	\$0.00	\$0.00	-\$0.	-\$0.	\$0.00	\$3,222.39	\$220.30	\$0.00	\$3,442.69
WCB1006130	7/1/2012	7/1/2013	7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$473.04	\$41.59	\$0.00	\$514.63
			99	\$428.41	\$8,349.60	\$5,315.50	\$169.06	\$8,920.32	\$90,307.23	\$2,113.95	\$0.00	\$115,175.66

Shepherd University

Summary by Policy Valued as of February 07, 2022

Policy Number	Period Effective	Period Expirati	Claims	Paid This Month	Indemnity Reserve	Medical Reserve	Expense Reserve	Indemnity Paid	Medical Paid	Expense Paid	Subro	Total Incurred
WCB1006417	7/1/2021	7/1/2022	6	\$1,731.88	\$0.00	\$8,446.14	\$1,068.66	\$0.00	\$3,302.99	\$26.40	\$0.00	\$12,844.19
WCB1006417	7/1/2020	7/1/2021	11	\$1.34	\$0.00	-\$0.00	\$0.00	\$0.00	\$3,706.09	\$23.60	\$0.00	\$3,729.69
WCB1006417	7/1/2019	7/1/2020	6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,332.69	\$49.19	\$0.00	\$6,381.88
WCB1006417	7/1/2018	7/1/2019	22	\$0.00	\$0.00	-\$0.00	\$0.00	\$5,991.57	\$6,325.30	\$173.49	\$0.00	\$12,490.36
WCB1006417	7/1/2017	7/1/2018	28	\$0.00	\$0.00	-\$0.00	\$0.00	\$716.57	\$4,473.30	\$106.51	\$0.00	\$5,296.38
WCB1006417	7/1/2016	7/1/2017	21	\$760.65	\$6,000.00	\$28,294.30	\$5,906.92	\$41,619.06	\$101,548.25	\$18,510.25	\$0.00	\$201,878.78
WCB1006417	7/1/2015	7/1/2016	21	\$0.00	-\$0.00	-\$0.00	-\$0.00	\$47,616.62	\$39,326.27	\$24,822.69	\$0.00	\$111,765.58
WCB1006417	7/1/2014	7/1/2015	30	\$0.00	\$0.00	-\$0.00	\$0.00	\$0.00	\$9,568.45	\$187.32	\$0.00	\$9,755.77
WCB1006417	7/1/2013	7/1/2014	32	\$0.00	\$0.00	-\$0.00	\$0.00	\$0.00	\$5,002.37	\$147.20	\$0.00	\$5,149.57
WCB1006417	7/1/2012	7/1/2013	32	\$0.00	\$0.00	-\$0.00	\$0.00	\$1,520.73	\$14,626.42	\$741.41	\$0.00	\$16,888.56
			209	\$2,493.87	\$6,000.00	\$36,740.44	\$6,975.58	\$97,464.55	\$194,212.13	\$44,788.06	\$0.00	\$386,180.76

Southern West Virginia Community And Technical College

Summary by Policy

Valued as of February 07, 2022

Policy Number	Period Effective	Period Expirati	Claims	Paid This Month	Indemnity Reserve	Medical Reserve	Expense Reserve	Indemnity Paid	Medical Paid	Expense Paid	Subro	Total Incurred
WCB1006194	7/1/2020	7/1/2021	1	\$0.00	\$0.00	-\$0.00	-\$0.00	\$10,847.88	\$11,395.79	\$381.96	\$0.00	\$22,625.63
WCB1006194	7/1/2019	7/1/2020	6	\$60.00	-\$0.00	-\$0.00	-\$0.00	\$5,277.96	\$19,894.07	\$1,536.83	\$0.00	\$26,708.86
WCB1006194	7/1/2018	7/1/2019	6	\$150.00	-\$0.00	-\$0.00	\$0.00	\$80,223.35	\$44,691.97	\$10,799.19	\$0.00	\$135,714.51
WCB1006194	7/1/2017	7/1/2018	8	\$0.00	-\$0.00	\$0.00	-\$0.00	\$63,521.25	\$24,316.64	\$3,954.98	\$0.00	\$91,792.87
WCB1006194	7/1/2016	7/1/2017	9	\$0.00	-\$0.00	-\$0.00	-\$0.00	\$102,858.71	\$31,947.90	\$401.81	\$0.00	\$135,208.42
WCB1006194	7/1/2015	7/1/2016	4	\$0.00	\$0.00	-\$0.00	\$0.00	\$6,378.85	\$9,185.34	\$10,360.65	\$0.00	\$25,924.84
WCB1006194	7/1/2014	7/1/2015	5	\$0.00	-\$0.00	-\$0.00	-\$0.00	\$5,589.50	\$16,190.76	\$695.10	\$0.00	\$22,475.36
WCB1006194	7/1/2013	7/1/2014	6	\$0.00	\$0.00	\$0.00	-\$0.00	\$0.00	\$3,718.24	\$71.80	\$0.00	\$3,790.04
WCB1006194	7/1/2012	7/1/2013	4	\$0.00	\$0.00	-\$0.00	-\$0.00	\$22,430.26	\$22,787.89	\$3,383.09	\$0.00	\$48,601.24
			49	\$210.00	-\$0.00	-\$0.00	-\$0.00	\$297,127.76	\$184,128.60	\$31,585.41	\$0.00	\$512,841.77

West Liberty University

Summary by Policy Valued as of February 07, 2022

Policy Number	Period Effective	Period Expirati	Claims	Paid This Month	Indemnity Reserve	Medical Reserve	Expense Reserve	Indemnity Paid	Medical Paid	Expense Paid	Subro	Total Incurred
WCB1005894	7/1/2021	7/1/2022	5	\$1.34	\$0.00	-\$0.00	\$0.00	\$0.00	\$670.55	\$15.76	\$0.00	\$686.31
WCB1005894	7/1/2020	7/1/2021	10	\$4,164.67	\$1,862.07	\$13,421.81	\$1,215.81	\$13,537.46	\$23,162.06	\$1,224.58	\$0.00	\$54,423.79
WCB1005894	7/1/2019	7/1/2020	9	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,375.26	\$22.04	\$0.00	\$1,397.30
WCB1005894	7/1/2018	7/1/2019	12	\$0.00	\$0.00	-\$0.00	\$0.00	\$0.00	\$10,486.50	\$377.61	\$0.00	\$10,864.11
WCB1005894	7/1/2017	7/1/2018	9	\$0.00	-\$0.00	-\$0.00	\$0.00	\$1,873.46	\$6,967.37	\$206.98	\$0.00	\$9,047.81
WCB1005894	7/1/2016	7/1/2017	4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$168.79	\$8.99	\$0.00	\$177.78
WCB1005894	7/1/2015	7/1/2016	7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1005894	7/1/2014	7/1/2015	8	\$0.00	\$0.00	\$0.00	\$0.00	\$3,953.70	\$5,553.88	\$197.56	\$0.00	\$9,705.14
WCB1005894	7/1/2013	7/1/2014	12	\$0.00	\$0.00	-\$0.00	-\$0.00	\$0.00	\$11,071.52	\$165.03	\$0.00	\$11,236.55
WCB1005894	7/1/2012	7/1/2013	9	\$0.00	\$0.00	-\$0.00	\$0.00	\$276.19	\$2,385.07	\$133.98	\$0.00	\$2,795.24
			85	\$4,166.01	\$1,862.07	\$13,421.81	\$1,215.81	\$19,640.81	\$61,841.00	\$2,352.53	\$0.00	\$100,334.03

West Virginia Higher Education Policy Commission

Summary by Policy
Valued as of February 07, 2022

Policy Number	Period Effective	Period Expirati	Claims	Paid This Month	Indemnity Reserve	Medical Reserve	Expense Reserve	Indemnity Paid	Medical Paid	Expense Paid	Subro	Total Incurred
WCB1006558	7/1/2021	7/1/2022	1	\$0.00	\$0.00	\$0.00	-\$0.00	\$0.00	\$275.38	\$1.34	\$0.00	\$276.72
WCB1006558	7/1/2020	7/1/2021	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1006558	7/1/2019	7/1/2020	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1006558	7/1/2018	7/1/2019	2	\$0.00	\$0.00	-\$0.00	\$0.00	\$0.00	\$380.93	\$10.50	\$0.00	\$391.43
WCB1006558	7/1/2017	7/1/2018	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$363.33	\$7.00	\$0.00	\$370.33
WCB1006558	7/1/2016	7/1/2017	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1006558	7/1/2015	7/1/2016	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1006558	7/1/2014	7/1/2015	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,403.41	\$154.38	\$0.00	\$2,557.79
WCB1006558	7/1/2013	7/1/2014	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1006558	7/1/2012	7/1/2013	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			8	\$0.00	\$0.00	-\$0.00	-\$0.00	\$0.00	\$3,423.05	\$173.22	\$0.00	\$3,596.27

West Virginia Network For Educational Telecomputing

Summary by Policy
Valued as of February 07, 2022

Policy Number	Period Effective	Period Expirati	Claims	Paid This Month	Indemnity Reserve	Medical Reserve	Expense Reserve	Indemnity Paid	Medical Paid	Expense Paid	Subro	Total Incurred
WCB1007085	7/1/2021	7/1/2022	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1007085	7/1/2020	7/1/2021	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1007085	7/1/2019	7/1/2020	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1007085	7/1/2018	7/1/2019	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$368.35	\$3.50	\$0.00	\$371.85
WCB1007085	7/1/2017	7/1/2018	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1007085	7/1/2016	7/1/2017	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$448.22	\$17.08	\$0.00	\$465.30
WCB1007085	6/29/2015	7/1/2016	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1007085	6/29/2014	6/29/2015	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1007085	6/29/2013	6/29/2014	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1007085	6/29/2012	6/29/2013	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$816.57	\$20.58	\$0.00	\$837.15

West Virginia School Of Osteopathic Medicine - Bor

Summary by Policy

Valued as of February 07, 2022

Policy Number	Period Effective	Period Expirati	Claims	Paid This Month	Indemnity Reserve	Medical Reserve	Expense Reserve	Indemnity Paid	Medical Paid	Expense Paid	Subro	Total Incurred
WCB1004844	7/1/2021	7/1/2022	7	\$2,028.79	\$2,698.84	\$20,869.93	\$1,787.38	\$2,003.54	\$2,397.43	\$22.29	\$0.00	\$29,779.41
WCB1004844	7/1/2020	7/1/2021	6	\$2,198.54	\$0.00	\$3,301.46	\$150.00	\$0.00	\$5,270.61	\$129.66	\$0.00	\$8,851.73
WCB1004844	7/1/2019	7/1/2020	11	\$0.00	\$0.00	-\$0.00	-\$0.00	\$0.00	\$4,690.79	\$7,756.27	\$0.00	\$12,447.06
WCB1004844	7/1/2018	7/1/2019	4	\$0.00	\$0.00	\$0.00	-\$0.00	\$0.00	\$1,463.43	\$58.26	\$0.00	\$1,521.69
WCB1004844	7/1/2017	7/1/2018	21	\$0.00	\$0.00	-\$0.00	\$0.00	\$17,396.30	\$17,080.92	\$456.70	\$0.00	\$34,933.92
WCB1004844	7/1/2016	7/1/2017	13	\$0.00	\$0.00	-\$0.00	\$0.00	\$10,379.04	\$14,417.93	\$1,933.26	\$0.00	\$26,730.23
WCB1004844	7/1/2015	7/1/2016	8	\$0.00	\$0.00	-\$0.00	-\$0.00	\$0.00	\$1,048.27	\$53.47	\$0.00	\$1,101.74
WCB1004844	7/1/2014	7/1/2015	14	\$0.00	\$0.00	\$0.00	\$0.00	\$1,884.18	\$8,606.70	\$569.29	\$0.00	\$11,060.17
WCB1004844	7/1/2013	7/1/2014	22	\$0.00	-\$0.00	-\$0.00	\$0.00	\$19,529.65	\$32,989.84	\$491.91	\$0.00	\$53,011.40
WCB1004844	7/1/2012	7/1/2013	16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,429.46	\$164.10	\$0.00	\$3,593.56
			122	\$4,227.33	\$2,698.84	\$24,171.39	\$1,937.38	\$51,192.71	\$91,395.38	\$1,635.21	\$0.00	\$183,030.91

West Virginia State University

Summary by Policy

Valued as of February 07, 2022

Policy Number	Period Effective	Period Expirati	Claims	Paid This Month	Indemnity Reserve	Medical Reserve	Expense Reserve	Indemnity Paid	Medical Paid	Expense Paid	Subro	Total Incurred
WCB1006418	7/1/2021	7/1/2022	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCB1006418	7/1/2020	7/1/2021	25	\$0.00	\$0.00	-\$0.00	-\$0.00	\$0.00	\$1,021.95	\$31.59	\$0.00	\$1,053.54
WCB1006418	7/1/2019	7/1/2020	7	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00	\$6,227.68	\$110.24	\$0.00	\$10,337.92
WCB1006418	7/1/2018	7/1/2019	7	\$0.00	\$0.00	-\$0.00	\$0.00	\$53,565.98	\$27,947.48	\$3,867.89	\$0.00	\$85,381.35
WCB1006418	7/1/2017	7/1/2018	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,113.42	\$54.63	\$0.00	\$1,168.05
WCB1006418	7/1/2016	7/1/2017	5	\$0.00	\$0.00	\$0.00	-\$0.00	\$0.00	\$2,152.81	\$35.22	\$0.00	\$2,188.03
WCB1006418	7/1/2015	7/1/2016	9	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,700.82	\$123.48	\$0.00	\$5,824.30
WCB1006418	7/1/2014	7/1/2015	15	\$0.00	\$0.00	\$0.00	-\$0.00	\$5,494.59	\$12,054.43	\$6,587.44	\$0.00	\$24,136.46
WCB1006418	7/1/2013	7/1/2014	12	\$0.00	\$0.00	\$0.00	\$0.00	\$521.89	\$1,306.32	\$89.81	\$0.00	\$1,918.02
WCB1006418	7/1/2012	7/1/2013	18	\$0.00	\$0.00	-\$0.00	\$0.00	\$14,325.03	\$12,950.18	\$713.14	\$0.00	\$27,988.35
			100	\$0.00	\$0.00	-\$0.00	-\$0.00	\$77,907.49	\$70,475.09	\$11,613.44	\$0.00	\$159,996.02

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
					-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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 exceeds 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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-96
1/1/2019

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): WV Higher Education Policy Commission

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.

10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.
- Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: WV Higher Education Policy Commission

Vendor: _____

By: _____

By: _____

Printed Name: Mary Blashford

Printed Name: _____

Title: Director of Procurement

Title: _____

Date: _____

Date: _____