



**State of West Virginia
Department of Administration
Purchasing Division**

NOTICE

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

PROMETRIC



Technical Proposal to:

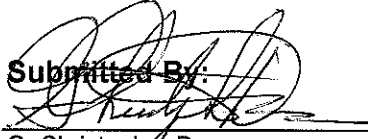
The West Virginia Purchasing Division, on
behalf of the West Virginia Insurance
Commission

In Response to RFQ No. INS11001 for Continuing Education
and Pre-licensing Services

Submitted To:

Shelly Murray
Buyer
Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0540

Submitted By:


G. Christopher Derr
Chief Financial Officer
chris.derr@prometric.com

ORIGINAL

443 455 8567 PHONE
443 455 8047 FAX

Primary Contact:

Craig S. Johnson
Senior Manager, Financial Services
craig.johnson@prometric.com

443 455 8110 PHONE
443 455 8047 FAX

Due: November 23, 2010 1:30 p.m.

2010 NOV 19 A 10:12

RECEIVED
PURCHASING DIVISION
STATE OF WV



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
TNS11001

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
SHELLY MURRAY 304-558-8801

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 PROMETRIC INC.
 1501 S. CLINTON STREET
 BALTIMORE, MD 21224

BUYER

INSURANCE COMMISSION
 1124 SMITH STREET
 CHARLESTON, WV
 25305-0540 304-558-3707

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/21/2010				

BID OPENING DATE	11/23/2010	BID OPENING TIME	01:30PM
------------------	------------	------------------	---------

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		964-04		
<p>REQUEST FOR PROPOSAL</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA INSURANCE COMMISSION, IS SOLICITING PROPOSALS FOR A PROFESSIONAL ADMINISTRATOR TO PERFORM MANY OF THE DAILY OPERATIONAL RESPONSIBILITIES NECESSARY FOR THE ADMINISTRATION OF THE CONTINUING EDUCATION AND PRE-LICENSING PROGRAMS ON BEHALF OF THE INSURANCE COMMISSION PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFP, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 11/09/2010 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p>						
					Please see separately sealed cost proposal.	
<p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF TWO (2) YEARS OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
	443-455-8567	Nov. 11, 2010
TITLE Chief Financial Officer	FBN 26-0416596	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 INS11001

PAGE
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF
 SHELLY MURRAY
 304-558-8801

RECEIVED

RFQ COPY
 TYPE NAME/ADDRESS HERE
 PROMETRIC INC.
 1501 S. CLINTON STREET
 BALTIMORE, MD 21224

SHIP TO

INSURANCE COMMISSION
 1124 SMITH STREET
 CHARLESTON, WV
 25305-0540 304-558-3707

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/21/2010				

BID OPENING DATE: 11/23/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOF	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO ONE (1) TWO (2) YEAR PERIOD.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY</p>						

SIGNATURE: TELEPHONE: 443-455-8567 DATE: Nov. 11, 2010
 TITLE: Chief Financial Officer FEIN: 26-0416596 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 TNS11001

PAGE
 3

ADDRESS CORRESPONDENCE TO ATTENTION OF
 SHELLY MURRAY
 204-558-8801

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 PROMETRIC INC.
 1501 S. CLINTON STREET
 BALTIMORE, MD 21224

SHIP TO

INSURANCE COMMISSION
 1124 SMITH STREET
 CHARLESTON, WV
 25305-0540 304-558-3707

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/21/2010				

BID OPENING DATE: 11/23/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE  TELEPHONE 443-455-8567 DATE Nov. 11, 2010

TITLE Chief Financial Officer FEIN 26-0416596 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER: **INS11001**

PAGE: **4**

ADDRESS CORRESPONDENCE TO ATTENTION OF:
SHELLY MURRAY
304-558-8801

PROPERTY

RFQ COPY
 TYPE NAME/ADDRESS HERE
 PROMETRIC INC.
 1501 S. CLINTON STREET
 BALTIMORE, MD 21224

SHIP TO

INSURANCE COMMISSION
 1124 SMITH STREET
 CHARLESTON, WV
 25305-0540 304-558-3707

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/21/2010				

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	BID OPENING TIME	UNIT PRICE	AMOUNT
					01:30PM		

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER: SHELLY MURRAY

RFQ. NO.: INS11001

BID OPENING DATE: 11/23/2010

BID OPENING TIME: 1:30 PM

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 443-455-8047

CONTACT PERSON (PLEASE PRINT CLEARLY): Craig Johnson

Sr. Client Services Manager
 Prometric
 1501 S. Clinton St.
 Baltimore, MD 21224

***** THIS IS THE END OF RFQ INS11001 ***** TOTAL: Please see separately sealed cost proposal.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE 443-455-8567	DATE Nov. 11, 2011
TITLE Chief Financial Officer	FEIN 26-0416596	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (**West Virginia Code §61-5-3**), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Prometric Inc.

Authorized Signature: [Signature] Date: _____

State of MARYLAND

City of BALTIMORE, to-wit:

Taken, subscribed, and sworn to before me this 10th day of NOVEMBER, 2010.

My Commission expires 6-5, 2012.

AFFIX SEAL HERE

NOTARY PUBLIC Denise Borowski

DENISE R. BOROWSKI
Notary Public-Maryland
Baltimore City
My Commission Expires
6-5-12



November 23, 2010

Shelly Murray, Buyer
 Department of Administration
 Purchasing Division
 Building 15
 2019 Washington Street, East
 Charleston, WV 25305-0540

Dear Ms. Murray:

On behalf of Prometric, I am pleased to submit this proposal to the West Virginia Offices of the Insurance Commissioner (OIC) for insurance continuing education and pre-licensing services.

Prometric is the world's leading provider of developing and administering pre-licensing and continuing education programs in support of state regulators of the insurance industry. We offer the OIC more than 16 years of direct and relevant pre-licensing and continuing education (PLE/CE) experience—including **the past seven years as the OIC's vendor of choice**. Our experience as a PLE/CE administrator has provided us with a unique opportunity to understand and meet your business and program needs.

For this proposal, we are excited to offer the OIC a combined service package involving Prometric and Sircon, combining the management structure of Prometric with the technology of the *Sircon for States* program and Sircon's SBS Interface for reporting to OIC. Our solution centers around our professional, in-house CE team as the core in setting the direction, requirements and facilitation of the services provided.


As you review our proposal, we ask that you focus on several key factors that differentiate our services. Specifically, we will continue to offer the OIC:

<i>Features of Prometric's Insurance Continuing Education Program</i>	<i>Agent/Producer Benefits</i>	<i>OIC Benefits</i>
Staff with Industry Experience Prometric course evaluators have extensive industry experience and advanced training to apply individual program requirements when evaluating courses.	Course providers can be assured that Prometric's account management staff will be knowledgeable about their industry and their concerns.	Regulators can comfortably rely on the skill and judgment of Prometric's industry professionals.
Call Center Focused on PLE/CE Prometric has a call center dedicated exclusively to CE. Each CE program can be provided with its own toll-free number.	Callers will have prompt, clear and accurate responses during normal business hours.	All routine calls are handled by Prometric. PLE/CE calls from licensees to the OIC are minimized or <u>eliminated</u>.
Timely Publications Prometric creates and distributes printed information with forms and program requirements for providers and licensees.	Providers will continue to use only clear and user-friendly forms and instructions.	All publications are developed, printed and distributed at Prometric's expense and are reviewed by regulators for accuracy and completeness of information.

<i>Features of Prometric's Insurance Continuing Education Program</i>	<i>Agent/Producer Benefits</i>	<i>OIC Benefits</i>
<p><i>Information Readily Available on Web Site</i> Our Web site provides information tailored to each program's requirements.</p>	Anyone can access the Web site and view key documents including any published licensee information or provider requirements.	The OIC can rely on Prometric's Web site to provide complete and accurate information.
<p><i>Industry Leading Continuing Education Services</i></p>	Prometric is widely recognized as the industry leader in providing insurance continuing education services. We have an unsurpassed record of client and licensee satisfaction for our services.	Our competition has no experience or poor performance in this area. Recently, two states have pulled PLE/CE programs from our competition for failure to perform.
<p><i>Automated PLE/CE Recordkeeping for Providers, Instructors and Licensees (Producers)</i></p>	We recently began the migration of legacy clients using our internal <i>CE Online</i> tool to the advanced Sircon for States™ software, which we propose to do for the OIC's program upon contract renewal.	Through the Sircon system, the OIC and your constituents will have extensive access to PLE/CE recordkeeping and tracking functions.

We are eager to continue providing you with a cost-effective solution for pre-licensing and continuing education for producers statewide—and ensuring competency-based insurance licensure that protects you and your constituents. We look forward to being given the opportunity to continue our partnership with the OIC and to deliver on our promise to provide a truly high-quality program that meets all of your requirements.

Respectfully,



Craig Johnson
Senior Client Services Manager, Financial Services