



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
INS09019

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

INSURANCE COMMISSION

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

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/29/2009				

BID OPENING DATE: 06/11/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		920-04		
<p>REQUEST FOR PROPOSAL</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA INSURANCE COMMISSION, IS SOLICITING PROPOSALS FOR A COMPREHENSIVE DATA SYSTEM THAT WILL SUPPORT SEVERAL ASPECTS OF THE INSURANCE COMMISSIONERS REGULATORY ACTIVITIES 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 EMAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 05/15/2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSE BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A PROPOSAL TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE RFP OPENING DATE AND IN ANY FORMAT.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE</p>						

SIGNATURE	SEE REVERSE SIDE FOR TERMS AND CONDITIONS	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) 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.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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04/29/2009				

BID OPENING DATE: 06/11/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	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 TWO (2) ONE (1) YEAR PERIODS.</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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 25305-0540 304-558-3707**

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04/29/2009				

BID OPENING DATE: **06/11/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED 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>REV. 04/11/2001</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</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</p>						

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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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INSURANCE COMMISSION  
  
 1124 SMITH STREET  
 CHARLESTON, WV  
 25305-0540      304-558-3707

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/29/2009				

BID OPENING DATE: **06/11/2009**      BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHELLY MURRAY</p> <p>RFQ. NO.: INS09019</p> <p>BID OPENING DATE: 06/11/2009 (TECHNICAL)</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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**REQUEST FOR PROPOSAL**  
State of West Virginia  
Offices of the Insurance Commissioner  
INS09019

**PART 1 GENERAL INFORMATION, TERMS AND CONDITIONS**

**1.1 Purpose:**

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting proposals for the Department of Revenue, Offices of the Insurance Commissioner, hereinafter referred to as "OIC" or "Agency", to provide a comprehensive data system that supports several aspects of the Insurance Commissioner's regulatory activities. This solicitation serves as notice, pursuant to West Virginia Code §5A-3-10b, of the commodity or service being sought and is to be considered the opportunity for vendors to indicate their interest in bidding on such commodity or service.

**1.2 Project:**

The mission or purpose of the project is to replace current internally hosted and supported applications relating to Producer/Agency Licensing, Application Processing, Company Licensing, Customer Services, and Document Tracking and other related, regulatory applications, with a web-based, externally hosted and supported system. These replacement applications will be more seamlessly integrated with national data sets and processes, and many of the current batch processes will become real time, which will not require internal monitoring and clerical data fixes of data anomalies using National Association of Insurance Commissioner's (NAIC) tools. The web-based system must allow the industry to interface with the OIC's licensing and other regulatory services online. Any fees that the vendor intends to assess customers for utilization of each of these online services is an evaluation criteria within the cost proposal.

**1.3 RFP Format:**

This RFP has four parts. "Part 1" contains general information, terms and conditions; "Part 2" describes the background and working environment of the project; "Part 3" is a statement of the specifications for the services requested pursuant to this RFP, contractual requirements, and special terms and conditions; and "Part 4" explains the required format of the Bidder's response to the RFP, the evaluation criteria the State will use in evaluating the proposals received and how the evaluation will be conducted.

**1.4 Inquiries:**

Additional information inquiries regarding specifications of this RFP must be submitted in writing to the State Buyer with the exception of questions regarding the proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Shelly Murray, Senior Buyer  
Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130  
Fax: (304) 558-4115

**The vendor, or anyone on the vendor's behalf, is not permitted to make any contact whatsoever with any member of the evaluation committee.** Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFP has been released.

**1.5 Vendor Registration:**

Vendors participating in this process should complete and file a ***Vendor Registration and Disclosure Statement*** (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a proposal, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order or contract.

**1.6 Oral Statements and Commitments:**

Vendor must clearly understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any State personnel is **not** binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding.

**1.7 Economy of Preparation:**

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

**1.8 Labeling of RFP Sections:**

The sections within this RFP contain instructions governing how the Vendor's proposal is to be arranged, submitted and to identify the material to be included therein.

**1.8.1 Mandatory Requirements.**

Any specification or statement containing the word "must", "shall", or "will" are mandatory. Section 3 contains mandatory deliverables required upon contract execution. By signing and submitting a response to this RFP, the vendor agrees to all mandatory deliverables described herein. Section 4 describes RFP response requirements, which may be mandatory. The vendor is required to meet all mandatory requirements in order to be eligible for consideration and to continue in the evaluation process. Failure to meet or agree to mandatory items shall result in disqualification of the Vendor's proposal and the evaluation process will be terminated for that vendor. Decisions regarding compliance with any mandatory requirement shall be at the sole discretion of the State.

**1.8.2 Contract Terms and Conditions:**

This Request for Proposals contains all the contractual terms and conditions under which the State of West Virginia will enter into a contract.

1.8.3 *Informational Sections:*

All non-mandatory information specifications do not require a response from the Vendor. They are intended to aid the vendor in structuring an effective proposal capable of meeting the needs of the issuing agency.

1.9 **Proposal Format and Submission:**

1.9.1 Each proposal should be formatted as per the outline in Part 4 of this RFP. No other arrangement or distribution of the proposal information may be made by the bidder. Failure on the part of the bidder to respond to specific requirements detailed in the RFP may be the basis for disqualification of the proposal. The State reserves the right to waive any informality in the proposal format and minor irregularities.

1.9.2 State law requires that the original technical and cost proposal be submitted to the Purchasing Division. All proposals must be submitted to the Purchasing Division **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt.

1.9.3 Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. In accordance with West Virginia Code §5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

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

One original technical and cost  
plus (5) convenience copies to:

Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer: Shelly Murray  
Req#: INS09019  
Opening Date: 06/11/2009  
Opening Time: 1:30 pm

1.9.4. **Best Value Purchasing Standard Format**

All Requests for Proposals should follow the standard format defined by the Purchasing Division. This format addresses required areas and enables the agency to modify the background and scope of work to meet its needs.

1.9.4.1 *Evaluation Criteria:* All evaluation criteria must be clearly defined in the specifications section and based on a 100 point total score. Based on a 100 point total, cost shall represent a minimum of 30 of the 100 total points in the criteria.

1.9.4.2 *Proposal Format and Content:* Proposals shall be requested and received in two distinct parts: Technical and Cost. The cost portion shall be sealed in a separate envelope and will not be opened initially.



1.9.4.3 *Technical Bid Opening*: The Purchasing Division will open only the technical proposals on the date and time specified in the Request for Proposal. The Purchasing Division representative will read aloud the names of those who responded to the solicitation. The Purchasing Division Buyer will confirm that the original packages contain a separately sealed cost proposal prior to providing the courtesy copies to the agency to begin the evaluation process.

1.9.4.4 *Technical Evaluation*: The pre-selected, approved evaluation committee will review the technical proposals, deduct appropriate points for deficiencies and make a final written consensus recommendation to the Purchasing Division Buyer. If the Buyer approves the committee's recommendation, the technical evaluation will be forwarded to an internal review committee within the Purchasing Division.

1.9.4.5 *Cost Bid Opening*: Upon approval of the technical evaluation from the internal review committee, the Purchasing Division shall schedule a time and date to publicly open and read aloud the cost proposals. The agency and the vendors shall be notified of this date.

1.9.4.6 *Cost Evaluation and Resident Vendor Preference*: The evaluation committee will review the cost proposals, assign appropriate points and make a final consensus recommendation to the Purchasing Division. In accordance with West Virginia Code §5A-3-37, the Purchasing Division will make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference provides an opportunity for qualifying vendors to request at the time of bid preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. A certificate of application is used to request this preference. A West Virginia vendor may be eligible for two 2.5% preferences in the evaluation process.

1.9.4.7 *Contract Approval and Award*: After the cost proposals have been opened, the evaluation committee completes its review and prepares the final evaluation making its recommendation for contract award based on the highest scoring vendor. The final evaluation is submitted to the Purchasing Division buyer. Once approved by the buyer, the final evaluation must be reviewed and approved by the Purchasing Division internal review committee. The contract is prepared and signed in the Purchasing Division, forwarded to the Attorney General's Office for approval as to form, encumbered and mailed to the appropriate parties.

#### 1.10 **Rejection of Proposals:**

The State shall select the best value solution according to the evaluation criteria. However, the State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by the State of proposals confers no rights upon the bidder nor obligates the State in any manner.

A contract based on this RFP and the Vendor's proposal, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by the Purchasing Division and approved as to form by the Attorney General.

#### 1.11 **Incurring Costs:**

The State and any of its employees or officers shall not be held liable for any expenses

incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory prebid meeting or oral presentations.

**1.12 Addenda:**

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the State to all bidders of record.

**1.13 Independent Price Determination:**

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

**1.14 Price Quotations:**

The price(s) quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

**1.15 Public Record:**

*1.15.1 Submissions are Public Record.*

All documents submitted to the State Purchasing Division related to purchase orders or contracts are considered public records. All bids, proposals or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the bid opening.

*1.15.2 Written Release of Information.*

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplications fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request which ever is greater.

*1.15.3 Risk of Disclosure.*

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets, as submitted by a bidder, are exempt to public disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State does not guarantee non-disclosure of any information to the public.

**1.16 Schedule of Events:**

Release of the RFP.....	05/01/2009
Vendor's Written Questions Submission Deadline. ....	05/15/2009
Addendum Issued.....	TBD
Bid Opening Date.....	06/11/2009

**1.17 Mandatory Prebid Conference:**

Not Applicable

**1.18 Purchasing Affidavit:**

West Virginia Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.

**1.19 General Terms and Conditions:**

By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

*1.19.1 Conflict of Interest:*

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

*1.19.2 Prohibition Against Gratuities:*

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

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

*1.19.3 Certifications Related to Lobbying:*

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

#### 1.19.4 *Vendor Relationship:*

The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

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

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

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

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

#### 1.19.5 *Indemnification:*

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

#### 1.19.6 *Contract Provisions:*

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFP and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

#### 1.19.7 *Governing Law:*

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

*1.19.8 Compliance with Laws and Regulations:*

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

*1.19.9 Subcontracts/Joint Ventures:*

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

*1.19.10 Term of Contract & Renewals:*

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

*1.19.11 Non-Appropriation of Funds:*

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

*1.19.12 Contract Termination:*

The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with

advance notice of performance conditions which are endangering the contract's continuation. If, after such notice the Vendor fails to remedy the conditions contained in the notice within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated by the State with thirty (30) days prior notice.

**1.19.13 Changes:**

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

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

**1.19.14 Invoices, Progress Payments, & Retainage: (Agency Option if appropriate.)**

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency on the basis of percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

If progress payments are permitted, Vendor is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

**1.19.15 Liquidated Damages: (Agency Option if appropriate)**

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$1,000 per day or failure to provide (deliverables, meet miles stones identified to keep the project on target, or failure to meet specified deadlines) This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the

Vendor.

**1.19.16 Record Retention (Access & Confidentiality):**

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

## **PART 2 OPERATING ENVIRONMENT**

### **2.1 Location:**

The West Virginia Offices of the Insurance Commissioner (OIC) are located at 1124 Smith Street, Charleston, WV. The technical staff of OIC is located at One Players Club Drive, Charleston, WV.

### **2.2 Background:**

State insurance departments nationwide work together to regulate the national insurance market. To accomplish this task most of the regulatory data, systems and tools are hosted at, and supported by, the national governing body, the NAIC. A smaller subset of these processes is currently hosted locally and supported by the Agency. The Agency exports and imports data to the NAIC, and a more effective and cohesive system integration is becoming necessary as Federal laws are moving State insurance processes to a tighter national integration with more uniform business processes.

The Agency desires to remove itself from the continuous development cycle required to meet our national commitments and build a more robust application toolset for our business processes. The Agency believes that the most cost-effective solution is to deploy existing commercial application suites maintained and developed for consortiums of State insurance departments with each participating faction sharing the cost of development and maintenance.

## **PART 3 PROCUREMENT SPECIFICATIONS AND DELIVERABLES**

### **3.1 General Requirements:**

The Vendor will be responsible for providing a comprehensive data system that will support the following aspects of the Insurance Commissioner's regulatory activities:

- Producer Licensing and Education
- Company/Agency Licensing

- Premium Tax Auditing
- Consumer Services
- Rates & Forms Processing

The system must be a web-based interactive system that streamlines the State's communication with its customers by providing for SERFF integration, revenue allocation and Document Tracking.

The vendor will be responsible for all aspects of this project, including, but not limited to:

- Connection with the National Insurance Producer Registry (NIPR) data and processes and NAIC data and processes;
- Providing hosted applications and databases for licensing, registration, and consumer assistance;
- Configuration and services for implementation of new software;
- Migration from all "Agency" legacy systems
- User training;
- Testing support;
- Maintenance of all hardware and software licenses needed for hosted applications and databases;
- Warranty;
  - On-going Support
  - On-going enhancements to hosted applications

The Agency is providing the following chart to facilitate the vendor's understanding of the expected functionality.



### **3.1.1\_Required System Functionality**

#### *Basic Features and Functionality*

Existing Web based application suite for State insurance departments that includes the following services: Producer Licensing, Company Licensing, Continuing Education, Enforcement, Fraud, and Revenue.

Existing application suite must include the ability to use the NAIC's System for Electronic Rate and Form Filing (SERFF) as the primary review and approval tool and include access to company licensing information via SERFF.

Existing application suite must include integration with NIPR applications and datasets. The Department plans to utilize NIPR licensing and appointment transaction sets as the primary online licensing tool.

Existing application suite must include integration with NAIC I-Site application.

Existing application suite must provide real-time updates to the NAIC's Complaints Database System (CDS) and Regulatory Insurance Retrieval System (RIRS).

Application suite must include the ability for users to run customized reports, accessing all data fields without requiring technical assistance.

Application suite must include the ability to generate correspondence for an entity, and store the correspondence within the database.

Application suite must offer integration with document management/imaging systems.

Vendor must provide application and database hosting.

Vendor must meet record retention requirements of the State.

The proposal must include all data conversions necessary.

User Access/Permissions based on State-defined Roles and Responsibilities

### **3.1.2\_Producer Licensing - Individuals or Business Entities**

#### *3.1.2.1 Searching, Processing, Adding, Updating, Tracking, Viewing Requirements*

Search and Track by Last Name, Business Entity Name, SSN, License #, NPN and FEIN

Allows Wildcard, Phonetic, Starts With, Ends With, Search Capability

Ability to use NPN as License Number

Track and Update Demographic Information for Producers, including: First Name, Last Name, SSN, NPN, DBA/Trade Name, Residency Status/Domiciliary State, Date of Birth, NASD #, Residence Address, Business Address, Mailing Address, Phone, Fax, Email Address.

Track License History, including Application Data, LOAs, License Types, License Status, Exam/Certification Dates, Status Dates, Effective Dates, and Termination Dates

Track and Update Producer Company Affiliations

Track and Update Designated Licensed Responsible Producers

Create new Licensee records, edit old Licensee records, track non-licensed entities

Utilize NIPR Electronic Resident and Non-Resident Original and Renewal Application Processing using the NAIC Uniform Application

Automatic license approval of original and renewal applications if the application is 'clean'.

Utilize NIPR Appointment Processing

Utilize NIPR Address Change

Create, Store and Track Producer Correspondence within the application suite

Facilitate License Generation and Print Functionality

Provide Automatic Daily Updates to the NAIC's State Producer Database (and NIPR Producer Database)

Capability to track all licensee fees received and refunds issues.

Track and Update Branch Office Manager Contact Information

Track and Update Branch Office Location Information

*Searching, Processing, Adding, Updating, Tracking, Viewing Requirements cont.*

Track and Update Information for Adjustors

Track and Update Information for Third Party Administrators

Track and Update Relationships between Producers, Business Entities and other Organizations

Automated Inactivation/Non-renewal if Producer Fails to Meet Renewal Requirements, per State rules.  
 Automatic Addition of Late Fees where Applicable  
 Ability to include Electronic Attachments for Original or Renewal Applications  
 Allows Blocking of License to prevent inadvertent approval without review  
 Guaranteed Updates to meet new NAIC Uniformity Requirements  
 Enables Identification of Producers with Affiliations when the Producer License is Inactivated, to alert State that further action may be necessary.  
 Enables Inactivation of qualifications when no longer supported by an active appointment  
 Links to Appointing Company from Producer File  
 Daily updates to NAIC/NIPR Producer Databases  
 Appointment Reconciliation for insurers through NIPR  
 Licensee Blocking/Flagging for Producers of Concern  
 Electronic Appointments Automatically Upload  
 Create, View and/or Print Complaint and Enforcement Cases related to Producer  
 Create, View, Print and/or email Customized Licenses  
 Create, View, Print and/or email Duplicate or Updated Licenses  
 Create, View, Print and/or Email Wall and Wallet Licenses  
 Create, View, Print and/or Email Letters of Certification and Clearance  
 Create, View, Print and/or Email Notices to Producer regarding License Inactivation  
 Create, View, Print and/or Email Notices to Producer regarding Appointments/Terminations  
 Create, View, Print and/or Email Notices to Producer regarding Appointment Rejections  
 Create, View, and/or Print Standard and Ad-hoc Reporting for Users  
 Create, View, Print and/or email Licensee Summary/Transcript  
 Comments and Notes  
 Resident License verification for non-resident license applications/renewals +B91  
 Electronic or Paper License Application enabled  
 Tracks license application fees collected  
 Allows State-defined license number  
 License effective date defaults determined by State  
 Track Pre-Licensing Courses  
 Track, Maintain and View Pre-Licensing Education Compliance by Producer  
 Track, View and Maintain Exam Results by Producer  
 Tracks Resident, Business and Mailing Address Types  
 Provides a "Copy From" feature when entering or editing addresses  
 Track and View Application Disapproval Reasons  
 Track, Modify, View and Print Information about an Existing Application  
 Approve, Pend, Withdraw or Deny an Application  
 Data Update/Correction Features for all License Records  
 Automated Correspondence supporting State Specific Letter Templates  
 Track and Search Multiple Identities/Doing Business As  
 Track and Maintain Association of Individual Producers with Non-Licensed Organizations  
 Business Entity Discrepancy Report (shows Producer Affiliations or lack thereof)  
 Track Individual to Organization Association  
 Tracks Branch Office Association with Individual  
*Searching, Processing, Adding, Updating, Tracking, Viewing Requirements cont.*  
 Track Organization to Organization Association  
 Track Individual to Firm Association  
 Correct Association Data

### 3.1.2.2 Reporting Requirements

Individual Producer Summary  
 Producer Reports: Lists, Counts, Fees, Appointments, Renewals, etc.  
 User Defined and Executed Data Extracts

### *3.1.2.3 Other System Requirements*

State- Defined LOAs, fees, etc.  
 Upload Attachments associated with Producer  
 Allows Customization for any Letter Template  
 Email PDF License, LOC or CE Transcripts  
 Customize Letters for any Change Affecting License Status  
 Integration with Exam Providers  
 Online Address Change Capability  
 Queue Licenses to Print; Print in Batch or Individually  
 View Licensee Print Queue  
 Viewable Comprehensive Activity Log for All Database Changes  
 Guaranteed Compliant with RIRS, CDS, PDB and PIN

### *3.1.2.4 Online (Electronic) Producer/License Administrator Services*

Ability to apply for an original license online  
 Ability to renew a license online, with CE verification  
 Email notification to producer of license status changes  
 On demand printing of license  
 Address Change  
 CE Inquiry/Status  
 On demand printing of Licensee Summary, including CE Credits

## **3.1.3 Company Licensing**

### *3.1.3.1 Searching, Processing, Adding, Updating, Tracking, Viewing Requirements*

Track Insurance Companies, Reinsurers, Other Licensed Entities  
 Search by Company ID, NAIC Code, Company Name, Former Name, Alias (Support Wildcard Search)  
 Support Wildcard Search  
 Create New Company Entity  
 Process Company License Application  
 Track Licensee History, including Application Data, FEIN, State of Incorporation, Incorporation Date, Issue Date, Company Number, NAIC Code, Company Type, Organization Type, Lines of Business, License Types, License Status, Status Dates, Effective Dates, and Termination Dates  
 Track Company Address, Website, Email Address, etc.  
 Add, Update, Track All Company Contacts and Contact Information  
 Officers and Directors  
 Inactivate or Reactivate Licenses  
 Issue and Print Certificate of Authority/Certificate of Registration  
*Searching, Processing, Adding, Updating, Tracking, Viewing Requirements cont.*  
 Auto-generation of a new Certificate of Authority based on Changes in Licensure  
 Track Required Deposits and Location of Deposits  
 Notification of Renewal Fees Due/Renewal Billing  
 Track Company Appointments  
 Identify Active Company Appointments for Company to be Deactivated  
 Add, Update, Track Organization Associations  
 Add, Update, Track Third Party Associations  
 Add, Update, Track Company Audits

Financial Filing Tracking  
 Track Appointing Authority  
 Fully Integrated with Complaints and Enforcement Cases  
 Upload Attachments capability  
 Automated Correspondence supporting State Specific Letter Templates  
 Company Comments and Notes

### *3.1.3.2 Reporting Requirements*

Individual Company Summary  
 Company Reports: Lists, Counts, Deposits, Deposit Reconciliation, Appointments, Renewals, etc.  
 User Defined and Executed Data Extracts  
 Viewable Comprehensive Activity Log for All Database Changes

### *3.1.3.3 Other System Requirements*

State-defined Lines of Business, Fees, etc.  
 Upload Attachments associated with Producer  
 Allows Customization for any Letter Template

## **3.1.4 Consumer Complaints/Complaints**

### *3.1.4.1 Searching, Processing, Adding, Updating, Tracking, Viewing Requirements*

Search by Tracking ID, Complainant, Respondent, FEIN, Dates, Complaint Type, Investigator, Case Type, Case Status, etc.  
 Add, Update, Track and View Complaint Investigations  
 Case Copy to Enforcement/Investigation Case  
 Case Copy to New Complaint  
 Investigator Tracking  
 Related Cases  
 Supports NAIC CDS Codes  
 Real-time Updates to NAIC CDS  
 Automated Correspondence supporting State Specific Letter Templates  
 Add, Update, View and Track General Case Information: Date Opened, Date Closed, Case Status, Investigator Assigned, Case Type, Line of Insurance, Action Taken, Priority, etc.  
 Add, Update, View and Track Complainant Information: Name, Contact Information, Complaint Type, Dispute, etc.  
 Add, Update, View and Track Respondent Information: Name, Contact Information, Entity Type, Dispositions, etc.  
 Add, Update, Track Interested Parties (Family Member, Attorney, etc.) Information  
 Add, Update, View and Track Complaint Detail: Coverages, Reasons, Dispositions  
 Add, Update, View and Track Investigator Comments and Notes  
*Searching, Processing, Adding, Updating, Tracking, Viewing Requirements cont.*  
 Automated Correspondence supporting State Specific Letter Templates

Integration with Related Enforcement Cases  
 Add, Update, View and Track Hearings and Notice of Hearing Letters  
 Track Staff Time Spent on Investigation

### *3.1.4.2 Other System Requirements*

State Complaint Codes mapped to NAIC Codes  
 Upload Attachments associated with Case  
 Allows Customization for any Letter Template  
 Viewable Comprehensive Activity Log for All Database Changes

## Investigation Tickler System

### 3.1.4.3 Report Requirements

Reports by Complainant, Respondent, Investigator, Dispositions, Complaint Types, etc.  
 Complaint Counts  
 Complaint List  
 User Defined and Executed Data Extracts  
 Case Summary

### 3.1.5 CE and Pre-Licensing Education

#### 3.1.5.1 Searching, Processing, Adding, Updating, Tracking, Viewing Requirements

**Note: The Agency currently utilizes third party providers for CE and while the following functionality should be available, the Agency will utilize this solution only as internal tracking mechanism. Automatically transporting data to and from this module will be required.**

Provider Demographics: Name, Address, Phone, email, website  
 Provider Pre-Licensing and CE Courses  
 Dates, Times and Locations of Courses Available  
 Course Presentation/Instruction Method - Classroom, Self-Study, Online, etc.  
 Provider Course Approvals  
 Course Credit Equivalencies  
 Provider Course Auditing  
 Course Instructors  
 Add and maintain non-licensed individuals (Instructors)  
 Comments  
 Provider Search  
 Add, View, Update Provider Records  
 Process Provider Applications - Paper and Online  
 Process Course Applications - Paper and Online  
 Process Provider Renewals - Paper and Online  
 Process Course Renewals - Paper and Online  
 Process Course Completions Submitted by Provider – Paper and Electronic  
 Merge Providers and their courses  
 Search for Provider by Previous Name (in the case of Provider Mergers)  
 Track Course Completions within Producer Summary Record  
 Provider Inactivation for Non-renewal  
 Ability to Create and Send Provider Renewal Notice  
*Searching, Processing, Adding, Updating, Tracking, Viewing Requirements cont.*  
 Ability to Upload Attachments to Provider Record  
 View Producer CE requirements, Courses Taken and Compliance Status  
 Generate Course Lists for Providers  
 Generate CE Correspondence to Provider or Producer  
 Generate Course Roster  
 Override Existing CE Hours  
 Exempt from or Reduce CE Requirements for Producers  
 Automatically Reduce CE Requirements Based on Length of License  
 Delete CE Course Completions  
 Extend a CE Review Date  
 Integration with Education outsourcing Vendor available

### **3.1.6 Enforcement Case**

#### *3.1.6.1 Searching, Processing, Adding, Updating, Tracking, Viewing Requirements*

Search by Tracking ID, Complainant, Respondent, FEIN, Dates, Complaint Type, Investigator, Case Type, Case Status, etc.

Add, Update, Track and View Investigations

Case Creation from Complaint Case Copy

Case Copy to New Case

Investigator Tracking

Related Cases

Supports NAIC RIRS Codes

Real-time Updates to NAIC RIRS

Automated Correspondence supporting State Specific Letter Templates

Add, Update, View and Track General Case Information: Date Opened, Date Closed, Case Status, Investigator Assigned, Case Type, Line of Insurance, Action Taken, Priority, etc.

Add, Update, View and Track Respondent Information: Name, Contact Information, Entity Type, Dispositions, etc.

Add, Update, View and Track Complainant/Victim Information: Name, Contact Information, Complaint Type, Dispute, etc.

Add, Update, Track Interested Parties (Family Member, Attorney, etc.) Information

Add, Update, View and Track Case Detail: Origins, Reasons, Dispositions

Add, Update, View and Track Investigator Comments and Notes

Automated Correspondence supporting State Specific Letter Templates

Integration with Related Enforcement Cases

Add, Update, View and Track Hearings and Notice of Hearing Letters

Track Staff Time Spent on Investigation

Track Fines and Penalties, including collections

State Statute Maintenance

#### *3.1.6.2 Other System Requirements*

Upload Attachments associated with Case

Allows Customization for any Letter Template

Viewable Comprehensive Activity Log for All Database Changes

Investigation Tickler System

#### *3.1.6.3 Report Requirements*

Reports by Complainant, Respondent, Investigator, Dispositions, Complaint Types, etc.

*Reports Requirements cont.*

Regulatory Action Counts

Regulator Action List

Case Summary

User Defined and Executed Data Extracts

### **3.1.7 Rate & Form Filings**

#### *3.1.7.1 Basic Functionality Requirements*

SERFF as primary rate and form system review and approval system

SERFF Paper Tracking

SERFF Electronic Filing

SERFF Integration with Company Licensing

Automated Correspondence via SERFF

### 3.1.7.2 Report Requirements

Reporting via SERFF

## 3.1.8 Revenue Management

### 3.1.8.1 Basic Functionality Requirements

Add, View, Update and Track Revenue Collection

Add, View, Update and Track Revenue Allocations Across Fee Types

Add, View, Update and Track Revenue Allocations Across Responsible Parties

Add, View, Update and Track Refunds

Reconcile Lockbox Receipts

Search Receipts/Refunds

Record Payments/Receipts for any Fee/Penalty Activity

Reconcile Overpayments and Refunds

Add, View, Update and Track Revenue Information: Batch Number, Entity, Value, Payment Date, Payment Type, Credit Card, etc.

Generate Invoices Associated with Departments/Business Area

### 3.1.8.2 Report Requirements

Reports by Source, License Type, Entity Type, Date, Line of Business, Batch Number, etc.

User Defined and Executed Data Extracts

## 3.1.9 System Administration and Utilities

Add and Update State Specific Codes, Fees, etc.

Add and Update State Staff Assigned Roles and Responsibilities

Assign User Security

Business Rules Maintenance

Correspondence Template Maintenance

## 3.1.10 Other Desired Functionality

Release Notes Distributed with All System Upgrades

Updated User Guides with All System Updates

Integration with Third Party Providers for CE/Testing

## 3.1.11 Security and Disaster Recovery Functionality

Real Time Backup

Disaster Recovery Infrastructure

Facilities Availability for Limited Staff if Required for State Disaster Recovery

## 3.2 Scope of Work:

### 3.2.1 Work Plan:

The successful Vendor will be required to format a Work Plan that will meet the Agency project and submit within five business days after the receipt of the signed contract.

### 3.2.2 Vendor Staff:

The Vendor's selection of the Project Manager will be subject to prior approval by the Agency based upon the proposed Project Manager's qualifications and resume if deemed necessary. As the primary contact for the Agency, the Project Manager must be available to respond to Agency approved queries within one business day.

### 3.2.3 Data Preparation:

The Vendor's technical team will work with the Agency's technical team to map out all required data conversion elements as well as identify any critical gaps in information exchange or process functionality. If gaps are identified, Project Manager will submit a formal document outlining these gaps to the Agency. Upon successful data/process mapping, the Vendor will be responsible to upload all pertinent legacy information into a "testing" environment.

### 3.2.4 Testing and Acceptance:

The State requires that an integrated and coherent approach to complete system testing, deficiency correction, acceptance, training, and warranty services be provided to ensure a successful project. The State requires the Vendor to bear all responsibilities for the full suite of testing. This shall include planning, test scenario development, data and system preparation for testing, and execution of unit, module or function, and system integration testing, and support of the State during user acceptance testing. The Vendor will correct all deficiencies and support all required re-testing.

### 3.2.5 Testing:

The Agency will conduct no staff tests until such time as the Vendor's Project Manager has certified, in writing, that the Vendor has successfully conducted system testing of all components outlined as requirements by the Agency.

The Vendor is responsible for the following: the identification, preparation, and documentation of all test plans; test scenarios; test cases; test scripts; test data; test phases; unit tests; and expected results. In addition, the Vendor will provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Vendor will also provide training as necessary to the State staff responsible for test activities.

As a result of the user testing activities, problems will be identified that require correction. The Vendor shall be required to perform additional testing activities in response to Agency and/or user problems identified from the testing results. Any such testing must include regression testing. By regression testing, the Agency refers to selective re-testing to detect any faults introduced during modification efforts to address reported errors or deficiencies. At the point of regression testing, the Vendor shall provide a Test Plan to the Agency in order to validate the incorporated changes and to insure that no unintended changes have impacted other portions of the system components. All retesting efforts shall follow the same primary testing responsibilities as outlined in paragraph 2 of Section 3.2.5.

### 3.2.6 Test Plan:

The Test Plan will guide all testing. The testing will be conducted by the Agency, or its designee, in a test environment independent from the Vendor's development environment. Within ten (10) business days of receiving certification from the Vendor that the system is installed, complete and ready for Agency testing and the Agency's personnel having been trained, the Agency will commence System acceptance tests. The Vendor must assist the Agency with such tests as reasonably requested by the Agency at no additional cost to the Agency.



### 3.2.7 System Testing and Integration:

Systems and Integration testing includes all of the discrete parts of the System solution. The Agency will conduct this phase of testing utilizing test data to validate modifications, corrections, or other systems interface with the Vendor solution.

### 3.2.8 User Acceptance Testing:

The Agency will conduct User Acceptance Testing (UAT), utilizing test and live data, as identified in the Test Plan, to validate reports. Upon successful conclusion of UAT, a Letter of Acceptance will be issued by the State

### 3.2.9 System Performance

The Agency provides services to the citizens of West Virginia 24/7 via current web interface and it is important to maintain this public service with minimal disruptions. The Agency understands the need to conduct scheduled downtime for system maintenance and upgrades, and will consider scheduled minimal weekend disruptions.

The Vendor shall make every reasonable effort to correct any service disruptions to the Agency and the user community in a timely manner. Contingency plans, to be provided to the Agency within thirty (30) days of commencement of the contract, must be developed for all types of outages. The Agency must approve all contingency plans, and this approval will not be unreasonably withheld.

Service disruptions shall be identified as unscheduled outages which prevent users or Agency personnel from utilizing portions or all services provided under this contract for a period of 30 minutes or more. These disruptions include, but are not limited to:

- Inability of users or Agency personnel to access applications.
- Inability of Agency personnel to perform online administrative tasks.
- Unavailability of customer service for users.
- Unavailability of technical support.

When a service disruption is identified, the Vendor must contact the Agency's principal technology administrator immediately. The Vendor must provide a detailed explanation of the occurrence, steps necessary for resolution, and timeframe for the resolution. Full resumption of services shall terminate the incident of service disruption.

#### 3.2.9.1 Warranty:

The Vendor shall warrant that the Hosted Systems will be maintained by the Vendor, to conform to the specifications, terms, and requirements of the Contract, including but not limited to all system elements, software, hardware, and any interface. The Offices of the Insurance Commissioner, or its designees, reserve the right to audit the Vendor's system at any time.

#### 3.2.9.2 Software:

The Vendor shall warrant that the hosted software furnished under the Contract is properly functioning, compliant with the requirements of the Contract, and will operate with the specifications.

#### 3.2.9.3 Viruses; Destructive Programming

The Vendor shall warrant that the hosted applications will not contain any viruses,

destructive programming, or any mechanisms designed to disrupt the performance of the Software and/or State network.

**3.3 Special Terms and Conditions:**

3.3.1 *Bid and Performance Bonds:*  
None Applicable

3.3.2 *Insurance Requirements:*  
Not Applicable

3.3.3 *License Requirements:*  
Not Applicable

3.3.4 *Litigation Bond:*  
Not Applicable

**PART 4 PROPOSAL FORMAT AND RESPONSE REQUIREMENTS**

**4.1 Vendor's Proposal Format:**

The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirement of this RFP.

The proposal should be formatted in the same order, providing the information listed below:

Title page - Should state the RFP Subject and number, the name of the Vendor, Vendor's business address, telephone number, name of authorized contact person to speak on behalf of the Vendor, dated and signed.

Table of Contents - Clearly identify the material by section and page number.

*Section I – Basic Features and Functionality-*

Vendor should acknowledge the understanding and availability of the expected functionality of each of the items below. If offering an "Alternative" the vendor should supply a detailed narrative of how an "Alternative" solution can be implemented. The agency reserves the right to reject any alternative solution and as a result, the proposal may be rejected.

	Available	Alternative?
Existing Web based application suite for State insurance departments that includes the following services: Producer Licensing, Company Licensing, Continuing Education, Enforcement, Fraud, and Revenue.		
Existing application suite must include the ability to use the NAIC's System for Electronic Rate and Form Filing (SERFF) as the primary review and approval tool and include access to company licensing information via SERFF.		
Existing application suite must include integration with NIPR applications and datasets. The Department plans to utilize NIPR licensing and appointment transaction sets as the primary online licensing tool.		

	Available	Alternative?
Existing application suite must include integration with NAIC I-Site application.		
Existing application suite must provide real-time updates to the NAIC's Complaints Database System (CDS) and Regulatory Insurance Retrieval System (RIRS).		
Application suite must include the ability for users to run customized reports, accessing all data fields without requiring technical assistance.		
Application suite must include the ability to generate correspondence for an entity and store the correspondence within the database.		
Application suite must offer integration with document management/imaging systems.		
Vendor must provide application and database hosting.		
Vendor must meet record retention requirements of the State.		
The proposal must include all data conversions necessary.		
User Access/Permissions based on State-defined Roles and Responsibilities		

### Section II - *Producer Licensing*

Vendor should acknowledge the understanding and availability of the expected functionality of each of the items below. If offering an "Alternative" the vendor should supply a detailed narrative of how an "Alternative" solution can be implemented. The agency reserves the right to reject any alternative solution and as a result, the proposal may be rejected.

	Available	Alternative?
<b><i>Searching, Processing, Adding, Updating, Tracking, Viewing Requirements</i></b>		
Search and Track by Last Name, Business Entity Name, SSN, License #, NPN and FEIN		
Allows Wildcard, Phonetic, Starts With, Ends With Search Capability		
Ability to use NPN as License Number		
Track and Update Demographic Information for Producers, including: First Name, Last Name, SSN, NPN, DBA/Trade Name, Residency Status/Domiciliary State, Data of Birth, NASD #, Residence Address, Business Address, Mailing Address, Phone, Fax, Email Address.		
Track License History, including Application Data, LOAs, License Types, License Status, Exam/Certification Dates, Status Dates, Effective Dates, and Termination Dates		
Track and Update Producer Company Affiliations		
Track and Update Designated Licensed Responsible Producers		
Create new Licensee records, edit old Licensee records, track non-licensed entities		
Utilize NIPR Electronic Resident and Non-Resident Original and Renewal Application Processing using the NAIC Uniform Application		

	Available	Alternative?
Automatic license approval of original and renewal applications if the application is 'clean'.		
Utilize NIPR Appointment Processing		
Utilize NIPR Address Change		
Create, Store and Track Producer Correspondence within the application suite		
Generate Renewal Notices		
Facilitate License Generation and Print Functionality		
Provide Automatic Daily Updates to the NAIC's State Producer Database (and NIPR Producer Database)		
Capability to track all licensee fees received and refunds issues.		
Track and Update Branch Office Manager Contact Information		
Track and Update Branch Office Location Information		
Track and Update Information for Adjustors		
Track and Update Information for Third Party Administrators		
Track and Update Relationships between Producers, Business Entities and other Organizations		
Automated Inactivation/Non-renewal if Producer Fails to Meet Renewal Requirements, per State rules.		
Automatic Addition of Late Fees where Applicable		
Ability to include Electronic Attachments for Original or Renewal Applications		
Allows Blocking of License to prevent inadvertent approval without review		
Guaranteed Updates to meet new NAIC Uniformity Requirements		
Enables Identification of Producers with Affiliations when the Producer License is Inactivated, to alert State that further action may be necessary.		
Enables Inactivation of qualifications when no longer supported by an active appointment		
Links to Appointing Company from Producer File		
Daily updates to NAIC/NIPR Producer Databases		
Appointment Reconciliation for insurers through NIPR		
Licensee Blocking/Flagging for Producers of Concern		
Electronic Appointments Automatically Upload		
Create, View and/or Print Complaint and Enforcement Cases related to Producer		
Create, View, Print and/or email Customized Licenses		
Create, View, Print and/or email Duplicate or Updated Licenses		
Create, View, Print and/or Email Wall and Wallet Licenses		
Create, View, Print and/or Email Letters of Certification and Clearance		
Create, View, Print and/or Email Notices to Producer regarding License Inactivation		
Create, View, Print and/or Email Notices to Producer regarding Appointments/Terminations		
Create, View, Print and/or Email Notices to Producer regarding Appointment Rejections		

	Available	Alternative?
Create, View, and/or Print Standard and Ad-hoc Reporting for Users		
Create, View, Print and/or email Licensee Summary/Transcript		
Comments and Notes		
Resident License verification for non-resident license applications/renewals +B91		
Electronic or Paper License Application enabled		
Tracks license application fees collected		
Allows State-defined license number		
License effective date defaults determined by State		
Track Pre-Licensing Courses		
Track, Maintain and View Pre-Licensing Education Compliance by Producer		
Track, View and Maintain Exam Results by Producer		
Tracks Resident, Business and Mailing Address Types		
Provides a "Copy From" feature when entering or editing addresses		
Track and View Application Disapproval Reasons		
Track, Modify, View and Print Information about an Existing Application		
Approve, Pend, Withdraw or Deny an Application		
Data Update/Correction Features for all License Records		
Automated Correspondence supporting State Specific Letter Templates		
Track and Search Multiple Identities/Doing Business As		
Track and Maintain Association of Individual Producers with Non-Licensed Organizations		
Business Entity Discrepancy Report (shows Producer Affiliations or lack thereof)		
Track Individual to Organization Association		
Tracks Branch Office Association with Individual		
Track Organization to Organization Association		
Track Individual to Firm Association		
Correct Association Data		
<b>Reporting Requirements</b>		
Individual Producer Summary		
Producer Reports: Lists, Counts, Fees, Appointments, Renewals, etc.		
User Defined and Executed Data Extracts		
<b>Other System Requirements</b>		
State-defined LOAs, fees, etc.		
Upload Attachments associated with Producer		
Allows Customization for any Letter Template		
Email PDF License, LOC or CE Transcripts		
Customize Letters for any Change Affecting License Status		
Integration with Exam Providers		
Online Address Change Capability		
Queue Licenses to Print; Print in Batch or Individually		
View Licensee Print Queue		

	Available	Alternative?
Viewable Comprehensive Activity Log for All Database Changes		
Guaranteed Compliant with RIRS, CDS, PDB and PIN		
<b>Online (Electronic) Producer/License Administrator Services</b>		
Ability to apply for an original license online		
Ability to renew a license online, with CE verification		
Email notification to producer of license status changes		
On demand printing of license		
Address Change		
CE Inquiry/Status		
On demand printing of Licensee Summary, including CE Credits		

### Section III - Company Licensing

Vendor should acknowledge the understanding and availability of the expected functionality of each of the items below. If offering an "Alternative" the vendor should supply a detailed narrative of how an "Alternative" solution can be implemented. The agency reserves the right to reject any alternative solution and as a result, the proposal may be rejected.

	Available	Alternative?
<b>Searching, Processing, Adding, Updating, Tracking, Viewing Requirements</b>		
Track Insurance Companies, Reinsurers, Other Licensed Entities		
Search by Company ID, NAIC Code, Company Name, Former Name, Alias (Support Wildcard Search)		
Support Wildcard Search		
Create New Company Entity		
Process Company License Application		
Track Licensee History, including Application Data, FEIN, State of Incorporation, Incorporation Date, Issue Date, Company Number, NAIC Code, Company Type, Organization Type, Lines of Business, License Types, License Status, Status Dates, Effective Dates, and Termination Dates		
Track Company Address, Website, Email Address, etc.		
Add, Update, Track All Company Contacts and Contact Information		
Officers and Directors		
Inactivate or Reactivate Licenses		
Integrated Access to NAIC's I-Site Application for Financial Data Access and Review		
Issue and Print Certificate of Authority/Certificate of Registration		
Auto-generation of a new Certificate of Authority based on Changes in Licensure		
Track Required Deposits and Location of Deposits		
Notification of Renewal Fees Due/Renewal Billing		
Track Company Appointments		
Identify Active Company Appointments for Company to be Deactivated		
Add, Update, Track Organization Associations		
Add, Update, Track Third Party Associations		

	Available	Alternative?
Add, Update, Track Company Audits		
Financial Filing Tracking		
Track Appointing Authority		
Fully Integrated with Complaints and Enforcement Cases		
Upload Attachments capability		
Automated Correspondence supporting State Specific Letter Templates		
Company Comments and Notes		
<b>Reporting Requirements</b>		
Individual Company Summary		
Company Reports: Lists, Counts, Deposits, Deposit Reconciliation, Appointments, Renewals, etc.		
User Defined and Executed Data Extracts		
Viewable Comprehensive Activity Log for All Database Changes		
<b>Other System Requirements</b>		
State-defined Lines of Business, Fees, etc.		
Upload Attachments associated with Producer		
Allows Customization for any Letter Template		

#### Section IV – Consumer Complaints/Complaints

Vendor should acknowledge the understanding and availability of the expected functionality of each of the items below. If offering an “Alternative” the vendor should supply a detailed narrative of how an “Alternative” solution can be implemented. The agency reserves the right to reject any alternative solution and as a result, the proposal may be rejected.

	Available	Alternative?
<b>Searching, Processing, Adding, Updating, Tracking, Viewing Requirements</b>		
Search by Tracking ID, Complainant, Respondent, FEIN, Dates, Complaint Type, Investigator, Case Type, Case Status, etc.		
Add, Update, Track and View Complaint Investigations		
Case Copy to Enforcement/Investigation Case		
Case Copy to New Complaint		
Investigator Tracking		
Related Cases		
Supports NAIC CDS Codes		
Real-time Updates to NAIC CDS		
Automated Correspondence supporting State Specific Letter Templates		
Add, Update, View and Track General Case Information: Date Opened, Date Closed, Case Status, Investigator Assigned, Case Type, Line of Insurance, Action Taken, Priority, etc.		
Add, Update, View and Track Complainant Information: Name, Contact Information, Complaint Type, Dispute, etc.		
Add, Update, View and Track Respondent Information: Name, Contact Information, Entity Type, Dispositions, etc.		
Add, Update, Track Interested Parties (Family Member, Attorney, etc.) Information		

	Available	Alternative?
Add, Update, View and Track Complaint Detail: Coverages, Reasons, Dispositions		
Add, Update, View and Track Investigator Comments and Notes		
Automated Correspondence supporting State Specific Letter Templates		
Integration with Related Enforcement Cases		
Add, Update, View and Track Hearings and Notice of Hearing Letters		
Track Staff Time Spent on Investigation		
<b>Other System Requirements</b>		
State Complaint Codes mapped to NAIC Codes		
Upload Attachments associated with Case		
Allows Customization for any Letter Template		
Viewable Comprehensive Activity Log for All Database Changes		
Investigation Tickler System		
<b>Report Requirements</b>		
Reports by Complainant, Respondent, Investigator, Dispositions, Complaint Types, etc.		
Complaint Counts		
Complaint List		
User Defined and Executed Data Extracts		
Case Summary		

#### Section V – CE and Pre-Licensing Education

Vendor should acknowledge the understanding and availability of the expected functionality of each of the items below. If offering an “Alternative” the vendor should supply a detailed narrative of how an “Alternative” solution can be implemented. The agency reserves the right to reject any alternative solution and as a result, the proposal may be rejected.

	Available	Alternative?
<b>Searching, Processing, Adding, Updating, Tracking, Viewing Requirements</b>		
<b>Note: The Agency currently utilizes third party providers for CE and while the following functionality should be available, the Agency will utilize this solution only as internal tracking mechanism. Automatically transporting data to and from this module will be required.</b>		
Provider Demographics: Name, Address, Phone, email, website		
Provider Pre-Licensing and CE Courses		
Dates, Times and Locations of Courses Available		
Course Presentation/Instruction Method - Classroom, Self-Study, Online, etc.		
Provider Course Approvals		
Course Credit Equivalencies		
Provider Course Auditing		
Course Instructors		
Add and maintain non-licensed individuals (Instructors)		
Comments		
Provider Search		



	Available	Alternative?
Add, View, Update Provider Records		
Process Provider Applications - Paper and Online		
Process Course Applications - Paper and Online		
Process Provider Renewals - Paper and Online		
Process Course Renewals - Paper and Online		
Process Course Completions Submitted by Provider - Paper and Electronic		
Merge Providers and their courses		
Search for Provider by Previous Name (in the case of Provider Mergers)		
Track Course Completions within Producer Summary Record		
Provider Inactivation for Non-renewal		
Ability to Create and Send Provider Renewal Notice		
Ability to Create and Send Provider Course Renewal Notice		
Ability to Upload Attachments to Provider Record		
View Producer CE requirements, Courses Taken and Compliance Status		
Generate Course Lists for Providers		
Generate CE Correspondence to Provider or Producer		
Generate Course Roster		
Override Existing CE Hours		
Exempt from or Reduce CE Requirements for Producers		
Automatically Reduce CE Requirements Based on Length of License		
Delete CE Course Completions		
Extend a CE Review Date		
Integration with Education outsourcing Vendor available		

#### Section VI – Enforcement

Vendor should acknowledge the understanding and availability of the expected functionality of each of the items below. If offering an "Alternative" the vendor should supply a detailed narrative of how an "Alternative" solution can be implemented. The agency reserves the right to reject any alternative solution and as a result, the proposal may be rejected.

	Available	Alternative?
<b>Searching, Processing, Adding, Updating, Tracking, Viewing Requirements</b>		
Search by Tracking ID, Complainant, Respondent, FEIN, Dates, Complaint Type, Investigator, Case Type, Case Status, etc.		
Add, Update, Track and View Investigations		
Case Creation from Complaint Case Copy		
Case Copy to New Case		
Investigator Tracking		
Related Cases		
Supports NAIC RIRS Codes		
Real-time Updates to NAIC RIRS		
Automated Correspondence supporting State Specific Letter Templates		

	Available	Alternative?
Add, Update, View and Track General Case Information: Date Opened, Date Closed, Case Status, Investigator Assigned, Case Type, Line of Insurance, Action Taken, Priority, etc.		
Add, Update, View and Track Respondent Information: Name, Contact Information, Entity Type, Dispositions, etc.		
Add, Update, View and Track Complainant/Victim Information: Name, Contact Information, Complaint Type, Dispute, etc.		
Add, Update, Track Interested Parties (Family Member, Attorney, etc.) Information		
Add, Update, View and Track Case Detail: Origins, Reasons, Dispositions		
Add, Update, View and Track Investigator Comments and Notes		
Automated Correspondence supporting State Specific Letter Templates		
Integration with Related Enforcement Cases		
Add, Update, View and Track Hearings and Notice of Hearing Letters		
Track Staff Time Spent on Investigation		
Track Fines and Penalties, including collections		
State Statute Maintenance		
<b>Other System Requirements</b>		
Upload Attachments associated with Case		
Allows Customization for any Letter Template		
Viewable Comprehensive Activity Log for All Database Changes		
Investigation Tickler System		
<b>Report Requirements</b>		
Reports by Complainant, Respondent, Investigator, Dispositions, Complaint Types, etc.		
Regulatory Action Counts		
Regulator Action List		
Case Summary		
User Defined and Executed Data Extracts		

### Section VII – Rates and Forms

Vendor should acknowledge the understanding and availability of the expected functionality of each of the items below. If offering an "Alternative" the vendor should supply a detailed narrative of how an "Alternative" solution can be implemented. The agency reserves the right to reject any alternative solution and as a result, the proposal may be rejected.

	Available	Alternative?
<b>Basic Functionality Requirements</b>		
SERFF as primary rate and form system review and approval system		
SERFF Paper Tracking		
SERFF Electronic Filing		
SERFF Integration with Company Licensing		
Automated Correspondence via SERFF		
<b>Report Requirements</b>		
Reporting via SERFF		

### Section VIII – Revenue Management

Vendor should acknowledge the understanding and availability of the expected functionality of each of the items below. If offering an “Alternative” the vendor should supply a detailed narrative of how an “Alternative” solution can be implemented. The agency reserves the right to reject any alternative solution and as a result, the proposal may be rejected.

	Available	Alternative?
<b>Basic Functionality Requirements</b>		
Add, View, Update and Track Revenue Collection		
Add, View, Update and Track Revenue Allocations Across Fee Types		
Add, View, Update and Track Revenue Allocations Across Responsible Parties		
Add, View, Update and Track Refunds		
Reconcile Lockbox Receipts		
Search Receipts/Refunds		
Record Payments/Receipts for any Fee/Penalty Activity		
Reconcile Overpayments and Refunds		
Add, View, Update and Track Revenue Information: Batch Number, Entity, Value, Payment Date, Payment Type, Credit Card, etc.		
Generate Invoices Associated with Departments/Business Area		
<b>Report Requirements</b>		
Reports by Source, License Type, Entity Type, Date, Line of Business, Batch Number, etc.		
User Defined and Executed Data Extracts		

### Section IX –Other (Administration/Security)

Vendor must acknowledge the understanding and availability of the expected functionality of each of the items below. If offering an “Alternative” the vendor should supply a detailed narrative of how an “Alternative” solution can be implemented. The agency reserves the right to reject any alternative solution and as a result, the proposal may be rejected.

	Available	Alternative?
<b>System Administration and Utilities</b>		
Add and Update State Specific Codes, Fees, etc.		
Add and Update State Staff Assigned Roles and Responsibilities		
Assign User Security		
Business Rules Maintenance		
Correspondence Template Maintenance		
<b>Other Related Functionality</b>		
Release Notes Distributed with All System Upgrades		
Updated User Guides with All System Updates		
Integration with Third Party Providers for CE/Testing		

	Available	Alternative?
<b>Security and Disaster Recovery Functionality</b>		
Third Party Web Application Hosting		
Real Time Backup		
Disaster Recovery Infrastructure		
Facilities Availability for Limited Staff if Required for State Disaster Recovery		

Additionally, the Vendor should include a detailed narrative of the security standards applied to protect the data and technology resources of the Vendor system.

#### Section X – Project Management

In order to insure the Vendor is in line with the State's Project Management Standards, the vendor should provide a detailed description of the type of Project Management methodology used.

#### Section XI – Cost

The cost proposal shall be sealed separately with the outside of the envelope clearly marked:

Buyer:	Shelly Murray
Req#:	INS09019
Opening Date:	06/11/2009
Opening Time:	1:30 PM

Your proposed fee schedule shall include all applicable fees and associated cost to the Agency and or constituents of the Agency.

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

## 4.2 Evaluation Process:

### 4.2.1 Method of Evaluation:

The proposals will be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The Vendor who meets all the mandatory specifications and attains the highest point score of all vendors shall be awarded the contract. The selection of the successful vendor will be made by a consensus of the evaluation committee.

## 4.3 Evaluation Criteria: The following are the evaluation factors and maximum points possible for technical point scores:

- |   |                    |
|---|--------------------|
| A. Required System Functionality (Part 4.1) |                    |
| a. Basic Features (Section I)               | 15 Points Possible |
| b. Producer Licensing (Section II)          | 9 Points Possible  |
| c. Company Licensing (Section III)          | 9 Points Possible  |
| d. Consumer Complaints (Section IV)         | 9 Points Possible  |
| e. CE & Pre Licensing (Section V)           | 5 Points Possible  |

f. Enforcement (Section VI)	5 Points Possible
g. Rates and Forms (Section VII)	5 Points Possible
h. Revenue Management (Section VIII)	5 Points Possible
i. Other (Admin/Security) (Section IX)	8 Points Possible

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

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

#### 4.4 **Minimum Acceptable Score:**

Vendors must score a minimum of 70% of the total technical points possible. The technical points are listed above in Section 4.3 a-i. The minimum qualifying score on the technical portion is 49 points. All vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The State will select the successful vendor's proposal based on best value purchasing which is not necessarily the vendor with the lowest price. Cost is considered but is not the sole determining factor for award. The State does reserves the right to accept or reject any or all of the proposals, in whole or in part, without prejudice, if to do so is felt to be in the best interests of the State.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right, if necessary, to ask vendors for additional information to clarify their proposals.

#### 4.5. Cost Proposal Format/Bid Sheets

The Vendor must include, within Firm Fixed Price for Technology service activities, tasks and preparation for deliverables, pricing based on proposed approach, tools and methodology. The following format must be used and a fixed price provided for each.

Activity, Deliverable or Milestone	Deliverable Type	Percent Total	Payment Amount	Cumulative Amount
Project Work Plan	Written			
Consortium Membership Costs	Written			
Vendor equipment and license purchases needed to support hosted systems	Non-Software			
Additional purchases necessary to support failover	Non-Software and Software			
Data Migration relating to licensing	Written			
Data Conversion Plan and Design	Written			
Deployment Plan	Written			
Training Plan	Written			
Conduct Testing	Non-Software			
In-bound/Out-bound interfaces	Software			
Data load	Software			
Conduct Training	Non-Software			
Licensing	Non-Software			
Project Status Reports	Written			
Company Agent	Transaction/Membership			
<b>Total Amounts</b>				<b>\$</b>

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: 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.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

**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 materials, 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.

**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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

**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>.

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.

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.