



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

Request for Quotation

RFQ NUMBER
INS11001

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/19/2010				

BID OPENING DATE: 12/07/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 1 -----						
THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS RECEIVED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 11/09/2010.						
THE BID OPENING DATE IS EXTENDED:						
FROM: 11/23/2010						
TO : 12/07/2010						
0001	1	LS		964-04		
ADMINISTRATOR						
EXHIBIT 10						
REQUISITION NO.: INS11001						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

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

INSTRUCTIONS TO BIDDERS

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



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NO. 1					
NO. 2					
NO. 3					
NO. 4					
NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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 SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>----- END OF ADDENDUM NO. 1 -----</p>						

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Addendum No. 1

1. Page 5, Section 1.2 – The RFP states that the Administrator will be responsible for “(v) communicating with agents, including preparing and mailing continuing education handbooks...” Will the Administrator be required to create and produce a handbook for both providers and agents? Will the Administrator be required to print these handbooks?

Answer: The Administrator will be responsible for making available continuing education information for agents and providers on their website. Should the administrator change they will be required to notify all parties (agents and providers) of the change via a mailing. A postcard notice of the change would be acceptable (see question 8 below).

2. Page 14, Section 2.2 – The RFP states that the OIC averages 8,000 new CE course submissions annually. Could the State please confirm this number as it seems somewhat high?

Answer: The average is NOT correct; the annual average of new course submissions is 1,400. The 8,000 represents the average number of courses available. An adjustment will be made to the Annual Assumption in the Cost Bid Schedule lowering from 8,000 to 1,400. (See Attached)

3. Page 17, Sections 3.2.5 – Please clarify if the \$25 Continuing Education (CE) course fee is included in the current \$40 charge or if this is an additional fee beyond the \$40 charge??

Answer: Twenty five dollars is the statutory fee amount due the state of WV for each course review submission. The Administrator may quote an additional cost to cover their services. The \$25 is included in the current \$40 charge.

4. Page 17, Section 3.2.6 – Please clarify if the State plans to eliminate paper rosters. If not, will the State allow Offerors to submit two fees for Roster Processing on Attachment A – one for electronic rosters and one for paper rosters?

Answer: The State intends to eliminate paper rosters.

5. Page 17, Section 3.2.9 – Will the State allow the Administrator to provide written status notifications via email or is a mailing required? Please clarify whether additional notifications are required, and, if so, the type and frequency.

Answer: The State requires status notification be mailed to the agents mailing address 90 days prior to the end of a reporting period. Also refer to question #1 above regarding a change in Administrators. The Administrator will be responsible for a notice sent to funeral homes and telemarketing firms refer to question #6.

6. Page 17, Section 3.2.10 – Please clarify by what means and in what format the State is expecting the Administrator to distribute instructions to telemarketing firms and funeral homes.

Answer: Producers who sell only pre-need funeral insurance or only through a telemarketing firm engaged solely in telemarketing insurance products by a scripted presentation filed with, and approved by the Commissioner, may submit an affidavit and have their requirement reduced to six hours. Of those, at least 3 credits must be from courses categorized as Ethics. Approximately 6 months prior to the expiration of the bienium, the Administrator will be required to provide a notice to telemarketing

firms and funeral homes using a mailing list provided by the state (approx 350 funeral homes/telemarketing firms) asking them to remind their agents of the requirement.

7. Page 17, Section 3.2.13 – Is there a renewal currently required of courses and providers in West Virginia?

Answer: Courses that receive zero WV activity during a bienium expire. If a course expires, a new application with fee must be submitted for the course to be reviewed and approved for the next bienium.

8. Page 17, Section 3.2.18 – Will the new Administrator be expected to mail a postcard with this information to all 7,700 resident licensees? If not, could the State please clarify the requirement?

Answer: The new Administrator will be required to notify all parties (agents and providers) of the change and a postcard notification would be acceptable.

9. Page 18, Sections 3.2.18 – Please clarify if the State is expecting Administrators to print and mail informational packets to all candidates or just make them available on the Administrator's website?

Answer: The Administrator would need to make informational packets available on their website.

10. Page 18, Section 3.2.22 – How many annual audits does the State anticipate? How many of those audits are online courses? Classroom courses? Are the audits only to take place within the State?

Answer: The Administrator will create and maintain a means for monitoring the quality and compliance of the continuing education courses and investigate complaints regarding approved courses and programs. Respondents will be evaluated based on their proposals.

11. Page 18, Section 3.2.24 – Are the transcripts to be made available for PE course completions or only CE?

Answer: Continuing Education course only.

12. Page 19, Section 3.2.31 – What is the projected go-live or implementation date of the State Based System?

Answer: Tentatively scheduled for February 2011.

13. Is there a renewal currently required of courses and providers in West Virginia?

Answer: See response to question #7.

14. Are the transcripts to be made available for PE course completions or only CE?

Answer: See response to question #11.

15. What is the projected go-live or implementation date of the State Based System?

Answer: See response to question #12.

Cost Proposal Format/Bid Sheets

Cost Bid Schedule (Revised)

	Annual Assumptions	Fee	Annual Amount (Assumption Provided X Fee)
Continuing Education Course Review Fee	1,400	\$	\$
Continuing Education Expedited Course Review Fee	100	\$	\$
Fee for Roster Processing (per credit per student)	92,400	\$	\$
Fee for Late Roster Submissions (per credit per student)	924	\$	\$
Pre-licensing Provider Application and Course Review Fee	3	\$	\$
TOTAL			\$