



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

Solicitation

NUMBER
INS14004

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD 304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

INSURANCE COMMISSION

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

DATE PRINTED
07/25/2013

BID OPENING DATE: 08/22/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA INSURANCE COMMISSION REQUEST A QUOTE TO PROVIDE THE DEVELOPMENT, SECURITY AND ADMINISTRATION OF EXAMINATIONS OF RESIDENT INSURANCE PRODUCERS, ADJUSTERS, SURPLUS LINES, VIATICAL SETTLEMENT BROKER LICENSES AND OTHER NEW LICENSE TYPES OR LINES OF AUTHORITY, AND REPORTING OF THESE RESULTS TO THE AGENCY PER THE ATTACHED SPECIFICATIONS. BID OPENING: AUGUST 22, 2013 AT 1:30 PM						
0001	1	EA	924-20	INSURANCE EXAMINATION SERVICES		
AND REPORTING TO THE WEST VIRGINIA INSURANCE COMMISSION PER THE SPECIFICATIONS PROVIDED. ***** THIS IS THE END OF RFQ INS14004 ***** TOTAL:						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
 - A pre-bid meeting will not be held prior to bid opening.
 - A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

 - A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: August 6, 2013

Submit Questions to: **Connie Oswald**
 2019 Washington Street, East
 Charleston, WV 25305
 Fax: 304-558-3970
 Email: Connie.S.Oswald@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus 6 convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: August 22, 2013 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on
 Upon Award
 and extends for a period of **One (1)** year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to **Two (2)** successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.
4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance:
or more.

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

- 9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

- 10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount
for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

39. CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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 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 Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose 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, 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.

- 46. 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 and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state

repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance

with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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TESTING ADMINISTRATION SERVICES FOR WV RESIDENT PRODUCERS

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Department of Revenue, Offices of the Insurance Commissioner is soliciting bids to establish a contract for examination services. The Qualified Vendor will be responsible for the development, security and administration of examinations of resident insurance producers, adjusters, surplus lines, viatical settlement broker licenses and other new license types or lines of authority and the reporting of these results of examinations to the Agency.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1. **“Contract Services”** means the Vendor shall agree to develop, maintain and validate examinations, and to provide examination administration services for purposes of testing candidates for insurance producer licensing. The Vendor will be the exclusive provider of these services for the term of the contract.
 - 2.1.1. The Vendor should take reasonable precautions to avoid any issues that might interfere with the administration, scoring, and reporting of examinations.
 - 2.1.2. The standards that will be used to measure the quality or quantity of work to be performed are those described below. Performance of the Vendor during the contract will be monitored and progress will be evaluated by the Agency based on the Vendor’s compliance with the scope of work. The examinations must reflect the requirements of all applicable state laws, regulations, and Agency policies.
 - 2.2. **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.3. **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as INS14004.

3. **QUALIFICATIONS:** Vendor shall have the following minimum qualifications:
 - 3.1. Any examination service submitting a quotation under this procurement shall meet or exceed the minimum qualification set for in this RFQ. Those quotations not meeting the mandatory specifications will be disqualified.
 - 3.2. The Vendor should have a minimum of ten (10) years experience providing insurance testing services in a majority of states.

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- 3.3. The following examinations are administered for the following lines of authority and license types (and are subject to any new lines or license types):
- Life
 - Accident & Sickness
 - Property (Property & Casualty administered as one exam or two)
 - Casualty (including surety)
 - Personal Lines
 - Surplus Lines
 - Viatical Settlement Brokers
 - Company Adjuster
 - Public Adjuster
- 3.4. The Vendor will also be responsible for providing a mechanism for the collection of all licensing examination fees and information to the Agency on a regularly scheduled daily basis.
- 3.5. In order to compensate the Vendor for services provided under this contract, the Vendor will collect examination fees as approved by the Agency. The Vendor will also be required to collect and remit to the Agency the amount specified in the West Virginia Code 33-12-6(a)(8). The Vendor will collect its examination fees from a candidate when the candidate registers to take an examination. The method of remission of these fees must include a mechanism to allow the Agency to specifically identify the amount of funds remitted for each application. Statistical reports must be delivered to the Agency on a quarterly basis.
- 3.6. Vendor is responsible for administering these examinations at agreed upon test sites that are centrally located so that no candidate shall drive farther than 150 miles to reach the facility from their residence within the State. The Vendor shall report scores to examinees and the Agency and provide the Agency with performance data as well as establishing the availability of facilities, trained personnel, and the functionality of all services described in this contract to the satisfaction of the State no later than 30 days after the date of the contract. No services will be rendered by Vendor to any potential applicants 15 days prior to the start date of the contract which is intended to allow for an effective transfer between Vendors, if required, and to establish functionality of systems prior to rendering services to the public. Vendor acknowledges that this is a mandatory requirement of this contract and that failure to perform may be considered a material breach of contract.

The Vendor must provide the following:

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- 3.7. The Vendor must be able to provide Electronic Data Transfer and Electronic Funds Transfer in a format compatible to the Agency systems.
- 3.8. Establish sites with handicap access that are Americans with Disabilities Act (ADA) compliant and comply with all applicable State and local regulations.
- 3.9. Provide, at each location, sufficient directional signs for applicants to easily locate the examination room or area without the need to ask directions.
- 3.10. Provide an atmosphere conducive to examination, including good housekeeping, controlled environment as to heating and cooling, proper lighting and proper furnishing.
- 3.11. Be easily accessible and secure for the safety of the candidates.
- 3.12. Provide ready access to restrooms and other facilities of human needs to the candidates.
- 3.13. Provide for multiple candidates to sit for an examination at any given time in venue that is a detriment to the likelihood of cheating.
- 3.14. Produce and maintain all equipment necessary for a successful operation.
- 3.15. The examination service must provide insurance examination testing services in all states.
- 3.16. Ensure that all equipment is properly maintained and receives routine preventative maintenance. In the event of equipment failure make appropriate arrangements for retesting without additional costs to the candidate.
- 3.17. The candidate will collect the examination fees and return the required examination fee to the state.
- 3.18. Have sufficient site staffing to remain operational in the event of absent personnel (illness, emergency, etc.).
- 3.19. The Vendor will establish and maintain a website that allows applicants to register and schedule examinations that collects all demographic information necessary for registration.
- 3.20. Applicants shall not wait more than five (5) minutes, when calling on a service line, before being connected with a live operator to accept the

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applicant's information. During this waiting period, the Vendor shall notify the applicant of their website scheduling option. In addition, there shall be recurring statements notifying the caller of the anticipated wait time until an operator is available. The Vendor shall test applicants within five (5) business days of the applicant's request to schedule an appointment.

- 3.21. All applicants affected by site closures shall be notified of the closure within 24 hours of the applicant's appointment. The Vendor shall reschedule all applicants affected by a site closure within five (5) business days of the closure.
- 3.22. Provide a Special Accommodation Request form or provision to candidates for whom: English is a 2nd language, for religious reasons cannot take an examination only offered on Saturdays and for ADA reservations.

4 MANDATORY REQUIREMENTS

- 4.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

4.2 Examination Services

- 4.2.1 The Vendor shall establish and maintain four (4) testing centers throughout West Virginia including but not limited to, Charleston, Beckley, Morgantown and a testing site located in the eastern panhandle.
- 4.2.2 Establish and maintain a mechanism for the positive Identification of all examination candidates. The Vendor shall ensure that the applicant presents proper identification documents at the time of the examination. The identification documents presented by the applicant must include 2 (two) forms of current signature identification:

Primary ID must be government –issued and photo-bearing with a signature

- Government-issued Driver's license
- U.S. Department of State Driver's License
- U.S. Learner's Permit (plastic card only with photo and signature)
- National/State/Country identification card
- Passport
- Passport card
- Military ID

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- Military ID for spouses and dependents

Secondary ID must contain a valid signature

- U.S. Social Security Card
 - Debit (ATM) or Credit card, with name on card.
 - Any form of ID on the Primary list
- 4.2.3 Provide examinations that consist of objective, multiple-choice questions or problems of a length and duration as determined by the Vendor. All examination items developed or provided by the Vendor shall be the property of the Agency and may be copyrighted in the Agency's name. The content of the examinations shall be based upon the West Virginia examination content outlines, developed and periodically revised by the Vendor and the Agency. The outlines shall be approved by the Agency prior to use. The Agency shall retain the right to request and view the examination questions.
- 4.2.4 Validate prelicensing certificates from one of West Virginia's approved prelicensing providers prior to testing. If certificate is not valid; the date is greater than 90 days from the date of the certificate, the certificate has been falsified or not from an approved prelicensing provider the testing center is required to refuse the candidate its testing services.
- 4.2.5 Provide candidates with the ability to take practice tests for the major lines of authority. The practice tests should contain questions developed by subject matter experts using concepts found in the general portion of the licensure examination.
- 4.2.6 Monitor the difficulty level of the various examination questions in order to produce examinations of comparable difficulty, calculate a difficulty index for each item for this purpose, and be prepared to demonstrate that examinations are equivalent in degree of difficulty.
- 4.2.7 At the request of the State, review and rescore a candidate's examination to verify the validity of the examination results at no cost to the State or the candidate.

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- 4.2.8 Upon completion of an exam, the Vendor will notify candidates at the test site of exam results. The Vendor shall provide at the test site an exam score report for all individuals who successfully pass an examination for licensure administered by the Vendor. The exam score report should include but not be limited to the candidate's name, address, Vendor identifier number, birthdate, type of examination, exam data, school code, exam result and candidate picture. The content of the exam score report may be revised and reviewed periodically according to the Agency's needs to all individuals who successfully pass an examination for licensure administered by the Vendor.
- 4.2.9 The actual passing score utilized by the Agency for exams is 70%. The Agency will remain responsible for setting the actual passing score and the Vendor, if requested to do so, will provide assistance to the Agency in establishing an appropriate passing score for future exams.
- 4.2.10 Develop and maintain a bank of licensing examination questions for all examinations sufficient to remove the ability of any person(s) from recreating the examination through repetition of testing.
- 4.2.11 Maintain a level of security for the bank of questions sufficient to remove the ability of any person(s) from gaining unauthorized access to the questions and answers.
- 4.2.12 Upon the award of a new Vendor, the existing license examination questions are to be provided from prior approved Agency. Questions are to be developed and re-modified if needed, and approved by Agency and ready for distribution/use no later than 30 day prior to contract start date.
- 4.2.13 The Vendor must agree that the Agency may reject any examination question which contains subject matter that is not in compliance with all applicable state laws, regulations, and Agency policies.
- 4.2.14 Eliminate or revise examination questions on a particular topic area as necessitated by changes in laws, standards, rule, or at the request of the Agency.

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- 4.2.15 The Agency has the right to request at anytime, with notice, a reevaluation of an exam regardless of volume, at no cost to the state.
- 4.2.16 The Agency has the right to request at anytime, regardless of volume, that there be multiple exams offered for a particular examination.
- 4.2.17 The Vendor shall score all examinations and provide the Agency with candidate information and examination results in a manner and form acceptable, via electronically, to the Agency's system, during a nightly data transmission of each examination which will include the data required for a successful transmission of each candidate tested, the type(s) of examination(s) taken, and each candidate's exam results in terms of score and passing or failing status.
- 4.2.18 Vendor shall assist candidates in questions regarding the locations of fingerprinting sites.
- 4.2.19 The Vendor must employ test development experts (psychometricians) to construct and evaluate the examinations.
- 4.2.20 The Vendor shall provide trained personnel to operate the test sites and follow established procedures. The Vendor shall provide training and information to all personnel to ensure uniform, secure, and efficient test administration.
- 4.2.21 The Vendor must identify a specific representative as the liaison with the Agency. That person will be the point of contact for the Agency to address any issues.
- 4.2.22 Develop, subject to the Agency's review and approval, a licensing Candidate handbook containing exam requirements, examination content outlines, the process of applying for a license, the types of licenses available, and the process of registering for admission to an examination, rules regarding candidate conduct during the examination, rules regarding Vendor policies and guidance to the appropriate forms and applications. Handbooks shall be viewable and printable on the Vendor's website and printed by the Vendor and provided in sufficient quantities to be

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available without charge, to all candidates upon request from the Vendor, the Agency, and any other locations as mutually agreed. Licensing information handbooks are to be developed and approved by Agency and ready for distribution/use no later than 30 day prior to contract start date. Hardcopies of the handbook are to be made available to the Agency, at no cost to the Agency.

- 4.2.23 Hold biennially, in Charleston, West Virginia, a meeting with the Agency personnel, industry experts to review, develop, discuss and evaluate examination questions. The Vendor shall coordinate the biennial meeting and pay expenses of the meeting. If needed, at the request of the Agency, more frequent reviews and development may be required if statutory changes or other issues occur requiring modification of the tests.
- 4.2.24 The Agency shall have the right to visit test sites for integrity and contract adherence purposes provided proper identification is presented to the test site personnel and provided such visits do not disrupt the business activities of the test site.
- 4.2.25 The Vendor shall provide all services and materials necessary for test administration, equipment and manage its examination sites so that candidates are able to secure appointments and take examinations within a maximum of five business days of the request of such appointments. The Vendor shall prepare for administration of the examinations including providing adequate testing space for the expected number of candidates and arranging for testing facilities that are accessible to individuals with disabilities.
- 4.2.26 Establish and maintain Electronic Data Transfer (EDT) capability with the Agency, State Based, or subsequent, Systems, authorized business partners and National Insurance Producer Registry no later than 30 days prior to contract start date.
- 4.2.27 Establish and maintain Electronic Funds Transfer (EFT) capability with the Agency, State Based, or subsequent, Systems, authorized business partners and National Insurance Producer Registry no later than 30 days prior to

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contract start date. The funds transfer system must include a mechanism to identify specific monies with specific transactions/applications.

4.2.28 Exercise best efforts to monitor changes in the West Virginia State Code, the West Virginia Administrative Rule and State policies to revise content outlines and implement new examination items on an as needed basis. The Agency agrees to inform the Vendor of any changes in all applicable state laws, regulations, and Agency policies regarding the licensing of West Virginia licensees which may establish a need to revise the content outlines or examination questions.

4.2.29 The Vendor shall investigate all reports of testing irregularities and will notify the Agency within 10 days of each report of testing irregularities which in the judgment of the Vendor has a foundation in fact and which brings into question the validity of an individual's examination results. The Vendor will also solicit feedback from test center personnel and examinees on the effectiveness of its administrative procedures in order to make its system of administration as secure and efficient as possible.

4.2.30 The Vendor shall provide, at least quarterly and as often as requested, to the Agency a summary of statistics regarding the number of candidates tested and percentages of pass/fail by type of examination.

4.2.31 The Vendor shall provide the Agency with an annual report which includes statistical data for licensing candidates.

4.3 Fee Collection/Billing Reconciliation

4.3.1 The Vendor shall provide the State with its documented refund policy. The per applicant fee bid by the Vendor in accordance with price line shall remain constant. The Vendor shall collect the per applicant fee for providing the examination.

4.3.2 The Vendor shall accept the following forms of payment:

1. Credit cards/Debit cards
2. Money orders
3. Certified checks

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4. Business checks

5. Cash

4.3.3 Any invalid fees collected by the Vendor, i.e., bad checks, credit cards, etc., resulting in non-payment are the sole responsibility of the Vendor. The Agency must be notified of all invalid fees. The Agency shall have the right to request waiver of examination fees.

4.4 Confidentiality

4.4.1 The Vendor shall agree that it will not disclose to anyone, directly or indirectly, any personally identifiable information for other confidential information gained for the Agency, unless the individual who 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 must adhere with the Confidentiality Policies and Information Security Accountability Requirements, found at www.privacy.wv.gov by selecting Privacy Policies.

4.4.2 Vendor shall take all actions reasonably necessary, in accordance with applicable Federal or State laws and policies, to preserve, protect, and maintain the confidentiality of the disclosing party's confidential information and any privileges associated therewith. In addition, all confidential information belongs to and will remain the property of the disclosing party; and, restrict access to the disclosing party's confidential information to those employees at the receiving party, and agents of the receiving party under the receiving party's direct supervision and control, (e.g., outside counsel, accountants, and consultants), who have a need for such information consistent with, and directly related to, the purposes for which the information was requested.

4.4.3 Vendor shall be cognizant of the risk the improper disclosure of social security numbers (SSNs) can have on

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individuals, including the risk of identity theft. Therefore the collection, management and display of SSNs must be controlled and use of a SSN as a identifier shall be limited to only purposes where it is necessary and used in compliance with federal and state law. SSNs may only be requested in certain cases where it is required by law or for a specific business purpose, with appropriate disclosure to the individual of its use. On-line and off-line systems that maintain SSN data must have adequate security controls implemented to protect its confidentiality and integrity.

- 4.4.4 During the term of this agreement, Vendor shall notify the Agency immediately by telephone and email, web form or fax upon the discovery of a breach of security of personal identifying information, where the use or disclosure of information is acquired by an unauthorized person.

4.5 Examination Sites

- 4.5.1 Vendor is responsible for establishing multiple testing locations throughout West Virginia, at its own expense including but not limited to, Charleston, Beckley, Morgantown and a site to address the eastern panhandle. West Virginia candidates will also be able to test at Vendor test sites located in other states. Vendor is responsible for providing services such that no applicant travels more than one hundred and fifty (150) miles to take an exam.
- 4.5.2 Vendor is responsible for maintaining sufficient facilities and personnel to provide the State with examination services. The Vendor shall establish a toll-free number and a call center to schedule appointments for all sites maintained by the Vendor and shall assume all long distance phone charges and any other type of communication expenses.
- 4.5.3 The call center shall be available between the hours of 8:00 AM to 11:00 PM ET, Monday through Friday and available at least from 8:00AM to 4:00PM on Saturday and Sunday. The Vendor shall provide operator availability during all call center operating hours. Hearing impaired services for scheduling shall also be provided by the Vendor at a

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separate phone number during the same hours as the call center or any other means easily accessible by the candidate. Changes to the hours of operation shall be based on applicant demand and require approval by the Agency. Candidates will have the opportunity to cancel their reservations with the Vendor up to at least (2) two calendar days before reservation.

4.6 Reporting Requirements

- 4.6.1 The Vendor shall provide accurate reports and statistical examination data provided within 3 business days in line with the schedule or requests for data made to Vendor by the Agency at no additional cost. Vendor is required to maintain a database of all information concerning the submission and processing of examinations in connection with this contract for the purpose of submitting reports.
- 4.6.2 The Vendor may be required to provide additional data and reports in an electronic format based upon the needs of the Agency. The frequency of any additional reports (daily, weekly, etc.) will be determined by the Agency.
- 4.6.3 Data type and field length will be determined by the Agency and the Vendor after contract award.
- 4.6.4 A secure web-server shall be used as a platform for transmission of reports. The Vendor shall provide an electronic distribution mechanism for the reports. A database from which the reports described herein can be obtained shall be developed and maintained by the Vendor and must be available 24 hours per day, seven (7) days per week.

5 CONTRACT AWARD:

- 5.1 **Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

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- 5.2 **Pricing Page:** Vendor should complete the Pricing Page by charging per examination fee with \$25 of that total fee being returned to the state pursuant to WV Code Section 33-12-6(a)(8). Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.
- 5.3 Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.
- 5.4 **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 6 **PAYMENT:** There will be no direct payments from the Agency. All payments will be in the form of fees for service paid by the test takers to the Vendor services under this Agreement.
- 7 **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 8 **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 8.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 8.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 8.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 8.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

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8.5 Vendor shall inform all staff of Agency’s security protocol and procedures.

9 VENDOR DEFAULT:

9.1 The following shall be considered a vendor default under this Contract

9.2 Failure to perform Contract Services in accordance with the requirements contained herein.

9.3 Failure to comply with other specifications and requirements contained herein.

9.4 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

9.5 Failure to remedy deficient performance upon request.

9.6 The following remedies shall be available to Agency upon default.

9.7 Cancellation of the Contract

9.8 Cancellation of one or more release orders issued under this Contract.

9.9 Any other remedies available in law or equity.

10 MISCELLANEOUS:

10.1 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor’s responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

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.

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

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

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

RFQ No. INS14004

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

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

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

REQUEST FOR QUOTATION
INS14004
TESTING ADMINISTRATION SERVICES FOR WV RESIDENT PRODUCERS

The WVOIC reserves the right to request additional information and supporting documentation regarding prices when the price appears to be unreasonable.

Cost of Services

Compensation under the contract awarded pursuant to this RFQ will be through fees charged to candidates and or insurance agents, and collected by the Vendor.

Cost Proposal Format Bid Sheet

The Vendor will collect the Examination fee plus \$25.00 per examination to be returned to the state pursuant to WV Code Section 33-12-6(a)(8).

Examination fee	\$ _____
Fee Returned to State per exam (per WV Code Section 33-12-6(a)(8).)	\$ 25.00
Total amount collected per exam (Exam fee + \$25 to be returned to the state.)	\$ _____

Note: Combination examinations such as Property/Casualty and Life/Accident & Sickness wherein the candidate schedules both examinations at the same time is considered one examination and candidates must be charged as such.

Additional Costs: Vendor agrees to comply with any services mandated by subset statutes or changes in law that would affect the requirements of this contract.

Signature: _____

Company Name: _____

Address: _____

Phone: _____ Fax: _____

Email Address: _____

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number)

(Fax Number)

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: INS14004

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.