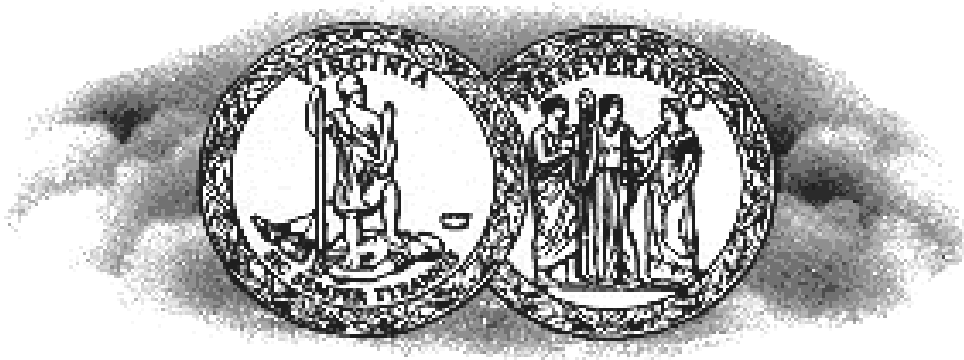


COMMONWEALTH OF VIRGINIA

STATE CORPORATION COMMISSION

Request For Proposals #SCC-12-025-BOI

Insurance Agent and Public Adjuster Pre-Licensing Examinations and Related Services



VIRGINIA STATE CORPORATION COMMISSION
TYLER BUILDING
PO BOX 1197
RICHMOND, VIRGINIA 23218-1197

Issue Date: December 14, 2012

Sealed Proposals Shall be Received Until 2:00 PM January 25, 2013

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSALS

Issue Date: December 14, 2012 RFP #12-025-BOI

Title: Insurance Agent and Public Adjuster Pre-Licensing Examinations and Related Services

Commodity Code: 92420

Issuing Agency: COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
COMMISSION COMPTROLLER'S OFFICE
PROCUREMENT
1300 E. MAIN STREET
RICHMOND, VIRGINIA 23219

Location: Tyler Building at 1300 E. Main Street

Period of Contract: June 1, 2013 Through May 31, 2016 – Renewable for three (3) one-year options

Sealed Proposals Will Be Received Until 2:00 p.m., January 25, 2013 For Furnishing the Services Described Herein.

All Inquiries for Information Should Be in Writing and Directed To: Sheryl Conyers,
(sheryl.conyers.procurement@scc.virginia.gov) or by fax: (804) 371-9836.

MAIL OR HAND DELIVER SEALED PROPOSALS TO:

Sheryl Conyers
State Corporation Commission
Office of Commission Comptroller
Procurement Section
1300 E. Main Street, 7th Floor
Richmond, VA 23219

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers and Agrees to Furnish the Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name And Address Of Firm:	
_____	Date: _____
_____	By: _____
_____	(signature in ink)
_____ Zip code: _____	Name: _____
eVA Vendor ID or DUNS# _____	(please print)
Telephone Number: () _____	Title: _____
FAX No.: () _____	Email: _____

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I. PURPOSE:

The purpose of this Request For Proposals (“RFP”) is to solicit sealed proposals to establish a contract through competitive negotiations with a qualified source to administer and manage the current and future *Pre-Licensing Examinations* (“*exams*”) for the *Virginia Public Adjuster Continuing Education Program* (“*PACE*”) and all requirements related to the licensure of *Insurance Agents* and *Public Adjusters* (“*PAs*”) for the State Corporation Commission (“*SCC*”) through its Bureau of Insurance (“*Bureau*”). The number of *exams* to be administered is expected to be approximately 9,000 to 12,000 annually (refer to Appendix G & H for 2011-2012 breakdowns by month and by type of *exam*).

II. PROPOSAL INQUIRIES/POINT OF CONTACT:

All inquiries concerning this RFP *must* be in writing, submitted either by email, or US mail, and are limited to the single-point-of-contact (SPOC) indicated below, citing the RFP title, RFP number, Page, Section, and Paragraph. To ensure timely and adequate consideration of all proposals, potential Offerors are to limit all contact, whether verbal or written, pertaining to this RFP, to the designated SPOC for the duration of the RFP process. Failure to do so will compound the complexity of this procurement program and may jeopardize further consideration of an Offeror’s proposal.

SPOC E-Mail: sheryl.conyers.procurement@scc.virginia.gov
SPOC Tele #: 804-371-9461

The SCC assumes no liability for assuring accurate/complete email transmission/receipt and will not acknowledge receipt. No verbal responses will be provided.

Inquiries *must* be received by the SPOC no later than five (5) business days, **January 16, 2013** prior to the proposal due date. Questions received later than this date will not be considered properly submitted and may not be answered. The SCC intends to issue a written response via email to properly submitted questions. The SCC may consolidate and/or paraphrase questions for sufficiency and clarity. The SCC may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate.

III. BACKGROUND:

State Corporation Commission

The SCC is an independent regulatory agency established by the Virginia Constitution of 1902. The Constitution vested the SCC with judicial, legislative, and executive powers. The SCC's regulatory jurisdiction extends into two main business areas, public utilities and financial services. Public utilities include energy regulation, communications, and railroad and power line safety. The SCC Financial services divisions include state-chartered Financial Institutions, Securities and Retail Franchising and the Bureau of Insurance (Bureau).

The Bureau is organized into four divisions: Financial Regulation, Life and Health Market Regulation, Property and Casualty Market Regulation, and Agents Regulation and Administration.

The Bureau is responsible for regulation of *Insurance Companies*, *Insurance Agents*, *Insurance Agencies*, and *Public Adjusters (PAs)* in the Commonwealth of Virginia (“Virginia”). Insurance regulation ensures that citizens of Virginia are provided with access to adequate and reliable insurance protection; that the companies selling policies are financially sound to support payment of claims; and that the insurance policies are of high quality, understandable and reasonably priced. In addition, through its pre-licensing exam-testing program, the Bureau makes certain that the agents selling company policies are competent and that all licensees conduct the business of insurance according to statutory and regulatory requirements, as well as acceptable standards of conduct.

The *Virginia Insurance Continuing Education Board* is responsible for insurance producers’ continuing education; the Bureau is responsible for the *PACE* program.

Additional information about the State Corporation Commission’s Bureau can be found at <http://www.scc.virginia.gov/boi/index.aspx>

IV. GLOSSARY OF TERMS:

The following terms and definitions apply to this RFP and any resulting contract:

Account Manager- Manager designated by the Offeror as the manager with the authority to manage day-to-day activities of the contract, exercise judgment in problem solving, and has the authority to make program decisions in conjunction with SCC staff.

Contractor – The term “Contractor” refers to the person/firm awarded a contract to provide the services required in this solicitation.

Examination Review Committee (“ERC”) - A committee of Subject Matter Experts (“SMEs”) comprised of SCC and local and national volunteer individuals actively engaged in the insurance business for purposes of participating in activities such as assisting, reviewing and/or updating local and national job analyses, insurance exam course content outlines for all insurance related *license* exams, new or revised exam questions, etc.

Examination Review Workshop (“ERW”) - Workshop held in Richmond, Virginia and attended (at a minimum of once per year) by the ERC, Bureau and the Provider of Testing Services. ERW’s include, but not limited to, reviewing, updating and assisting with local and National job analyses, exam content outlines, insurance related licensing exam items, etc.

Instructor Approval – Contractor approval granted to a Sponsor or Instructor prior to teaching an Approved Course associated with the *PACE* continuing education program.

Insurance Agencies – A partnership, limited partnership, limited liability company, corporation, or other legal entity other than a sole proprietorship.

Insurance Agents - An Insurance Agent is a state-licensed professional who represents an insurance company in selling and servicing policies.

Insurance Companies - A company that offers insurance policies to the public, either by selling directly to an individual or through another source such as an employee's benefit plan.

License - a document issued by the SCC authorizing an individual or business entity to act as an insurance producer or PA for the lines of authority specified in the document.

Offeror – The term “*Offeror*” refers to a person/firm who makes an offer by submitting a proposal in response to this solicitation.

Pre-Licensing Examination(s) (“exam(s)”) - A statutory requirement which *must* be met for consideration in issuing a *license*. The exam *must* be legally defensible and created with a degree of difficulty for a minimally competent, entry level exam candidate.

Published Course Approval – Contractor approval granted for a PACE program course that will be taught by other sponsors for the PACE program.

Public Adjuster (PA) - An individual or business entity who receives, either directly or indirectly, a salary, fee, commission, or other compensation for engaging in public adjusting.

Single-Session Course Approval – Contractor approval for PACE program courses developed for one-time meetings, conferences and conventions and may be offered multiple times within a five-day period.

Sponsor-Developed Course Approval – Contractor approval for Sponsors that may develop their own classroom courses and submit them for approval for the PACE program.

Virginia Insurance Continuing Education Board – comprised of twelve members from various agent associations and companies; appointed by the Commission to approve all continuing education instructors, continuing education courses and programs of instruction, to include technical courses or agency management and operations courses. The Board establishes and monitors standards for the education of *insurance agents*, approve courses including evaluating credit hours for all courses or programs offered, and set minimum requirements for course instructors. The Board has the authority to disapprove or withdraw approval of course sponsors, courses or course instructors when the established standards are not satisfied, or where such standards have been violated.

Virginia Public Adjuster Continuing Education Program (PACE) – This term refers to the SCC’s continuing education requirement for PAs.

Schedule of Events – System changes, office relocations, office closings, etc.

Shall/Must - As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution.

Stakeholders - One who is involved in or affected by a course of action for the process.

Until – Up to the time of or before a specified time.

V. OFFEROR QUALIFICATIONS:

The offering firm *shall* have a minimum of three (3) years providing the services as described herein.

VI. STATEMENT OF NEEDS:

The SCC desires to contract with a professional insurance testing organization for services to develop, evaluate, administer, maintain, and revise insurance related *exams* that accurately measure the knowledge, skill, and ability required of a minimally competent, entry level licensing candidate. There are currently seven (7) separate insurance related *exams* designed and given for the following *license* types: Property & Casualty, Personal Lines, Life & Annuities, Health, Life & Health, Title, and *Public Adjusters*. *License* types subject to examination may increase or decrease during the course of the contract or the renewal periods anticipated under the contract.

A. The *Contractor shall*:

1. Develop and administer all examination types, including any new examination types as required by the SCC at no additional charge. The expense of developing and administering examinations and providing services *shall* be covered by the *exam* and service related fees approved by the SCC and collected by the *Contractor*.
2. Provide legally defensible, nondiscriminatory multiple-choice *exams* for minimally competent, entry-level candidates for each *license* type required.
3. Recommend to the SCC an appropriate number of questions for each *exam* and *shall* make concrete recommendations as to the appropriate means for determining whether a candidate has achieved a passing score on the examination.
4. Create, coordinate and assure appropriate levels of membership for a local and national *Examination Review Committee (ERC)* comprised of volunteer individuals actively engaged in the insurance business. Schedule and hold an *Examination Review Workshop (ERW)*, at a minimum of once per year, with the SCC and the *ERC* in Richmond, Virginia, with all expenses to be paid by the *Contractor*. *ERC* responsibilities include, but are not limited to, assisting with reviewing and updating:
 - Local and National job analyses
 - Content outlines
 - Examination items

5. Create and/or revise all examination questions based upon new or amended Virginia or Federal laws and regulations. Submit all new and revised questions to the *ERC*, reserving *SCC* as final approval of all new or revised questions.
6. Create and update annually, with the assistance of the *ERC* and the *SCC*, appropriate course content outlines for the different examinations, permitting the *SCC* to exercise complete and final approval of the content outlines.
7. Make concrete recommendations and justifications as requested, to the *SCC* throughout the course of the Contract term relative to possible cut score studies for measuring the appropriate levels of difficulty of *exam* items and make concrete recommendations regarding changes in pass/fail ratios and the overall degree of difficulty for each examination.
8. Deliver examinations through a “user-friendly” automated (electronic) testing system to permit appointments to be made within five (5) business days for examination candidates.
9. Administer examinations to persons with special needs and have personnel trained to accommodate special examination requests for persons who cannot take the examination in its conventional form.
10. Offer examinations Monday through Friday excluding holidays, and on an “as needed basis” to meet flexible *exam* testing as required by the *SCC*. Additionally, offer extended weekday and/or weekend hours, at a minimum, in the following geographical locations and include other sites as required by the *SCC* (some geographical locations such as Northern Virginia and Tidewater may need more than one testing site):
 - Richmond
 - Roanoke
 - Bristol or an agreed upon location in Southwest Virginia
 - Northern Virginia
 - Tidewater Area
11. Update the Virginia and national-specific job analysis at least biennially, with input from and subject to the approval by the *SCC* and the *ERC*.
12. Provide the *SCC* with direct access to view examination results and certain agreed-upon data such as: candidate registration, demographics, and examination data, as well as general registration and examination statistics, etc. within one (1) business day of the examination, in an electronic format acceptable to the *SCC*.
13. Collect and review prescribed demographic data pursuant to Virginia House Joint Resolution (HJR) 196, HJR 586, and any subsequent legislation by the Virginia

General Assembly and provide the SCC with reports in the form and manner prescribed by the SCC.¹

14. Develop, print, maintain and distribute, a comprehensive Virginia Insurance Licensing Candidate Handbook (“Handbook”), at a minimum of once per year and subject to the SCC’s approval as to form and content, at no charge to the SCC and the examination candidates and/or the pre-licensing course providers. The Handbooks *shall* be kept current by the *Contractor* and posted on the *Contractor’s* web site. Handbooks *shall* contain course content outlines for each *exam* and other relevant information and forms as the SCC may require. An initial draft of the Handbook *must* be provided to the SCC for its approval no later than three weeks after conclusion of the annual ERW. Changes to the Handbook *must* be approved in advance by the SCC.
15. Provide quality customer service, to both the SCC and to those interested in registering for and taking the *exams*. Such service *shall* include, but not be limited to the following:
 - a. Allow potential testing candidates to view available *exam* test dates electronically (on-line) without requiring prior payment and scheduling of an *exam*.
 - b. Access during regular business hours, 8:15am-5:00 PM EST, for SCC personnel to communicate with professional, knowledgeable and responsive staff of the *Contractor*;
 - c. Access to the *Contractor’s* testing site(s) through the Internet, toll-free telephone number(s), Interactive Voice Response (IVR), Fax (for fax back) and other user-friendly technologies with appropriate links to any SCC website;
 - d. Availability of information, forms and other materials to candidates;
 - e. Provide SCC specific point-of-contact information for individual(s), including *account managers*, responsible for administering any resulting contract and for each test site to include name(s), telephone number(s) (office and cellular), fax number(s) and email address(s);
 - f. Acknowledge and respond to all emails and telephone calls within one business day;
 - g. Notify the SCC immediately via e-mail of any scheduling conflicts or changes that affect Virginia pre-licensing candidates such as: closings, power outages, resource failures, and/or other problems/issues, etc.
 - h. Maintain a log of candidate complaints or conflicts at the examination test sites, which *shall* be submitted by e-mail on a monthly basis to the SCC;
16. At least once a year, hold a public meeting at the *Contractor’s* expense for interested parties to address issues and items of concern related to Virginia’s testing program. Provide the status of the current testing program, describe modifications to the

¹ HJR 196: <http://lis.virginia.gov/cgi-bin/legp604.exe?081+ful+HJ196ER>
HJR 586: <http://lis.virginia.gov/cgi-bin/legp604.exe?111+ful+HJ586ER>
Demographic reports: <http://www.scc.virginia.gov/boi/resp.aspx#aa>

program for the coming year, including pass/fail ratios for each *exam* type for the current and previous calendar year.

17. At the *Contractor's* expense, maintain Virginia testing sites that are:
 - a. Easily accessible and located in quality facilities;
 - b. Staffed by trained and qualified personnel emphasizing professional customer service;
 - c. Properly equipped for the physically challenged, giving every reasonable consideration to meeting each candidate's needs in compliance with the Americans With Disabilities Act;
 - d. Selected and maintained in a professional manner to ensure a satisfactory environment for examination administration;
 - e. Customer service oriented with an established system of examination site supervision that ensures site administrators are competent and consistent in providing accurate information;
 - f. Available for inspection by the SCC, at any time, provided appropriate authorization has been acquired.
18. Permit candidates to take Virginia *exams* at testing sites located in other states and report results to the candidate(s) and to the SCC in the same manner as if the examination had been administered at a Virginia location.
19. Conduct, on an ongoing basis in a manner and form approved by the SCC, a survey of examination candidates to determine satisfaction with the examination process, including quality of information provided, the registration process, quality of the registration and administration staff, quality of the testing facility, the examination process, and the examination itself. The results of such surveys *shall* be provided to the SCC on a quarterly basis and cumulative information on an annual basis.
20. Ensure the content and administration of the examinations is at all times subject to stringent security measures designed and implemented to protect the integrity of the examination items and the overall examination process. The *Contractor shall* ensure that appropriate procedures are in place (including immediate notification to the SCC) in the event a breach of security by a candidate is discovered. Should a security breach occur, the *Contractor shall* allow the testing service staff to be available, at the *Contractor's* expense, if needed to testify at any required administrative proceeding involving examination irregularities.
21. Work in cooperation with the *Virginia Insurance Continuing Education Board's* contractor to coordinate information that the SCC may deem to be relevant to both the testing and insurance related Continuing Education ("CE") programs.
22. Provide the SCC with an annual written report outlining the number of tests given for each testing site and the pass/fail ratios for each *license* type. The *Contractor shall* provide and develop any other reports as designated by the SCC.
23. Implement the *Virginia Public Adjuster Continuing Education Program (PACE)* in accordance with Virginia statutes providing for and assuring high quality CE for

Public Adjusters (PAs) licensed in Virginia that will conform to the requirements of Virginia's *PACE* statutes, prescribed in Chapter 18, Title 38.2 of the *Code of Virginia* to include but not be limited to the following:

- a. Review, evaluate, approve, disapprove, and assign credit hours to *PACE* courses and programs of instruction in accordance with the guidelines and procedures provided by the SCC;
- b. Review, evaluate and approve or disapprove applications of *PACE* course providers/sponsors and course instructors in accordance with the guidelines and procedures provided by the SCC;
- c. Enforce the guidelines for *PACE* courses, instructors and course sponsors by recommending withdrawal of approval or other appropriate sanctions for noncompliance, and by carrying out such sanctions as directed by the SCC;
- d. Maintain a method for monitoring the quality and integrity of *PACE* courses, including comprehensive on-site course audits of instructors by Virginia based auditors. These auditors determine the compliance of SCC approved standards and investigation of complaints regarding approved courses and report the results of such audits and investigations to the SCC;
- e. Create all necessary forms, notices, explanatory materials, automated and printed correspondence and such other communications (including electronic and telephonic communications) necessary for the efficient operation of the *PACE* program;
- f. Maintain an electronic system available to the SCC for record keeping to include at a minimum:
 1. Continuance fee receipts,
 2. Roster and individual reporting information,
 3. Grievance procedures,
 4. Forms,
 5. Course review records,
 6. Course and instructor approval standards and records,
 7. Course offering schedules,
 8. Accumulating and reporting *PACE* Course Credit Information,
 9. Notifying licensed *PA*'s at their residential address of record as recorded with the SCC who have not satisfied Virginia *PACE* requirements,
 10. Tracking of *PA* course credits that report the *PA*'s status of compliance as of the date of the submission,
 11. Access to electronic information by the SCC that includes SCC identified data elements in an electronic format specified by the SCC within one business day of updating the system,
 12. Methods for verifying date received and date processed for each submission from a course provider or the licensed *PA*,
 13. All other standards and requirements developed by the SCC.
- g. In the event of a change in *Contractor*, the current *Contractor* must transition any and all records to the new *PACE Contractor* in such manner to ensure the *PACE* program will continue without interruption or confusion;
- h. Present to the SCC, prior to expiration of the final contract period, statements and reports setting forth the *PACE* program's transactions, condition, operations,

records, finances, and affairs for such period of time and in such form or format as may be requested by the SCC;

- i. Provide the SCC with advisory services relative to the *PA* industry at no charge to the SCC.

24. Provide all services and administer all fees in accordance with the established fee schedule approved by the SCC for the following *exam* types and the *PACE* program (fee schedule *shall* be agreed upon between the SCC and *Offeror* prior to any resulting contract award for this RFP):

Description
Property & Casualty
Personal Lines
Life & Annuities
Health
Life & Health
Title
Public Adjuster
<i>PACE</i>
Associated Processes:
Single-Session Course Approval
Sponsor-Developed Course Approval
Published Course Approval
Application to Present Published Course Approval
Instructor Approval
Note: Contractor shall offer expediting for <i>PACE</i> Associated Processes.

VII. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. General Requirements

1. RFP Response: In order to be considered for selection, *Offeror must* submit a complete response to this RFP. Proposal shall be submitted as required in Section VII, C. 1 (Proposal Format) and 2 (Proposal Organization) and as requested below, so marked, and sealed separately as follows:
 - a. One (1) complete **original** proposal contained in a single three (3) ring binder (do not include pricing) and one (1) **CD** of the same in a Microsoft compatible and searchable file format. Clearly indicate the following on the sealed package, the three (3) ring binder and the CD:
 - *Offeror* name
 - “*Original Proposal*”
 - **RFP #SCC-12-025-BOI**
 - b. One (1) complete **redacted copy** (removing any proprietary data or material) of original proposal contained in a single three (3) ring binder

(do not include pricing) and one (1) CD of the same in a Microsoft compatible and searchable file format. Clearly indicate the following on the sealed package, the three (3) ring binder and the CD:

- *Offeror* name
- “*Redacted Copy of Original Proposal*”
- RFP #SCC-12-025-BOI

c. Six (6) copies of the Original proposal (do not include pricing) contained in single three (3) ring binders and one (1) CD of the same in a Microsoft compatible and searchable file format included in each binder. Clearly indicate the following on the sealed package and on each of the three (3) ring binders:

- *Offeror* name
- “*Original Proposal Copies*”
- RFP #SCC-12-025-BOI

d. One (1) complete Pricing proposal contained in a single three (3) ring binder and one (1) **CD** of the same in a Microsoft compatible and searchable file format. Clearly indicate the following on the sealed package, the three (3) ring binder and the CD:

- *Offeror* Name
- “*Pricing Proposal*”
- RFP #SCC-12-025-BOI

No other distribution of the proposal shall be made by the *Offeror*.

2. Proposal Preparation:

a. The proposal shall be signed by a person(s) legally authorized to bind the *Offeror* to a contract. The proposal *must* contain the legal name of the *Offeror* and a statement as to whether the *Offeror* is a sole proprietor, a partnership, a corporation, a limited liability company, or any other legal entity. A proposal submitted by an agent *must* have a current Power of Attorney attached certifying the agent's authority to bind the *Offeror*. The *Offeror must* include a statement that it is authorized to do business in the Commonwealth of Virginia.

b. All information requested should be submitted as requested in Section VII, C. 1 and C. 2 below. Failure to submit all information and in the format requested may result in the SCC requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the SCC. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

c. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the

requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

- d. Ownership of all data, materials, and documentation originated and prepared for the SCC pursuant to the RFP *shall* belong exclusively to the SCC and be subject to public inspection. Trade secrets or proprietary information submitted by an *Offeror shall* not be subject to public disclosure; however, the *Offeror must* invoke the protections of § 2.2-4342 F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice *must* specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted *must* be identified by some distinct method such as underlining or highlighting and *must* indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
- e. Upon award, the selected *Offeror shall* provide to the SCC two (2) CD's in any Microsoft compatible and searchable file format, two (2) bound hard copies of the entire RFP response to include any negotiated changes and one (1) CD in any Microsoft compatible and searchable file format, and one (1) bound hard copy redacted (removing all proprietary information or material) of the entire RFP response to include any negotiated changes of the same.
- f. As used in this RFP, the terms “*must*”, “*shall*”, “should” and “may” identify the criticality of requirements. “*Must*” and “*shall*” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “*must*” and “*shall*” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “*must*” and “*shall*” requirements. The inability of an *Offeror* to satisfy a “*must*” or “*shall*” requirement does not automatically remove that *Offeror* from consideration; however, it may seriously affect the overall rating of the *Offerors'* proposal.

3. Oral Presentation:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the SCC. This provides an opportunity for the *offeror* to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The SCC will schedule the time and location of these presentations. Oral presentations are an option of the SCC and may or may not be conducted.

B. Specific Proposal Instructions

Proposals should be as thorough and detailed as possible so the Evaluation Committee may properly evaluate your capabilities to provide the required services. **Offerors shall not include marketing materials to respond to any of the following:**

1. Specific Plans (Proposal) – *Offeror must* provide specific plans for providing the proposed services to include a written narrative that:
 - a) Demonstrates the experience, qualifications, ability and expertise of *Offeror* to provide the requirements set out in Section VI, Statement of Needs to include:
 - *Offeror's* experience level with insurance and *PA* testing and the administration of a *PACE* program as it relates to *PA's*;
 - *Offeror's* history in both insurance and *PA exam* testing, including *PACE* administration and its qualifications to administer the *exams* as identified in Section VI, Statement of Needs;
 - *Offeror's* experience in organizing and working with an Examination Review Committee
 - b) Describes how *Offeror* proposes to provide and meet each specific requirement in the Statement of Needs set out in Section VI;
 - c) Identifies all staff, including management personnel and *account managers*, responsible for the relationship between the *Offeror* and the SCC, and those staff members who will provide the services required in this solicitation in the event of a contract award (if any), to include:
 - Complete names, business and cellular telephone numbers, fax numbers and email addresses;
 - Description of relevant experience of each and their qualifications;
 - Resumes for each of the proposed staff to include education level, management and insurance testing experience including *PACE* administration experience, and any additional relevant experience;
 - The function(s) or portion of service each proposed staff member will perform, identifying key staff involved in *Offeror's* decision making process and if staff member's time is designated as primarily technical, supervisory, oversight, etc.
 - d) Describes how the organization supports the *account manager* in the management of its clients' goals and objectives including how problematic issues are resolved by the organization and communicated to its client;
 - e) Describes the role of the proposed *account manager* in contract administration for the services described herein.

- f) Describes three (3) examples of how the proposed *account manager* has resolved problems, collaborated with, or elevated issues on behalf of its clients within the past two (2) years.
- g) Demonstrates *Offeror's* capability to monitor changes in Virginia laws and regulations as well as applicable Federal laws and regulations, and recommend revisions, additions and deletions to the content outlines and examination items on a schedule to be agreed to by both parties.
- h) Describes the testing center facilities and locations including the resources *Offeror* proposes to use in providing the services requested in this solicitation;
- i) Demonstrates *Offeror's* relationship with Insurers, Rate Service Organizations, Public Adjusters and other state regulatory agencies or their affiliates that the *Offeror* or its predecessor has worked for in a professional capacity during the last five years. For each firm listed, briefly describe the nature of the professional relationship and the impact of this relationship on the testing service's ability to serve the SCC.
- j) Describes how *Offeror* proposes to assist in the transition from the current testing service provider to their testing site(s) to be fully operational by **June 1, 2013**. Describe all steps involved in the plan to make the transition non-disruptive while acknowledging and reconciling issues related to revenues/expenses allocation and accounting, transfer of records, distribution of mail, telephone calls, and other interactions between the *Offeror* and the current testing service provider;
- k) Includes the advantages *Offeror* has over its competition, including any and all services *Offeror* currently provides or plans to utilize in the near future, that are unique within the industry and could be advantageous to the SCC;
- l) Indicates acceptance of all General and Special Terms and Conditions (reference Section XII and XIII);
- m) The SCC continues to study the potential for a "one stop" licensing process. Describe *Offeror's* capability to provide or develop a "one stop" licensing process, including, but not limited to, the capability to provide electronic *exam* scheduling, testing, electronic application completion, fingerprinting and the electronic transmission of the insurance *license* to the agent.

2. Appendices

Offeror shall respond by providing the additional requested information:

- a) Appendix A – Small, Women-Owned, and Minority-Owned Businesses

- b) Appendix B - *Offeror* Data Sheet
- c) Appendix C – W-9/Request For Taxpayer ID and Certification
- d) Appendix D – State Corporation Commission Form

3. Pricing Proposal

The *Offeror shall* submit the following:

Complete Appendix I - Pricing Schedule and submit in separate binder (**Binder 2**).

C. Specific Proposal Format/Organization/Identification

1. Proposal Format - *Offerors* are required to follow the Proposal Format for paper submissions and include all items indicated under Proposal Organization (reference 2. below) in their proposals:

- Provide proposal in a three-ring binder
- Printed on white paper with dimensions of 8.5” X 11” with right and left margins of one (1) inch
- Use Times New Roman font with size of twelve (12).
- All proposal sections *must* be separated by tabs to indicate specific proposal sections as requested in section 2 below.
- All pages of the proposal should be numbered.
- Each paragraph in the proposal should reference the paragraph number of the corresponding section, sub-letter, and repeat the text of the requirement as it appears in the RFP.
- If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page.
- Information which the *Offeror* desires to present that does not fall within any of the requirements of the RFP should be inserted as directed in section 2 below and designated as additional material.
- Proprietary or trade secret data or material (if any) *must* be specifically identified by including the specific proposal section(s) and page number(s) to be protected and state the reasons why protection is necessary (see § 2.2-4342 F of the *Code of Virginia*).
- Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

2. Proposal Organization – Proposals should adhere to the following outline and should not include any items not identified in the outline.

Original Proposal Organization - Binder 1

- Tab 1 – Original RFP with Cover page (completed and signed) and Addenda (if any) (completed and signed)
- Tab 2 – Table of Contents

- Tab 3 – Proprietary Data - Listing of Proprietary Data referencing specific proposal section, page numbers and reasons protection is needed (See § 2.2-4342 F of the *Code of Virginia*).
- Tab 4 – Glossary of Terms and Abbreviations
- Tab 5 – Executive Summary
- Tab 6 – Responses as outlined and required in Section VII, B.1, *Specific Proposal Instructions* (a through m)
- Tab 7 – Responses to Section VII, B. 2, *Appendices* (a though d)

Pricing Proposal Format - Binder 2

Tab 1 - Response to Section VII, B. 3, *Pricing Proposal*.

2. **Identification of Proposal Envelopes:** - The signed “*Original*” Proposal and CD, “*Redacted*” copy of Original Proposal and CD, “*Copies*” of Proposal and CD, and “*Pricing*” Proposal and CD are required to be submitted in **separate sealed envelope(s) or package(s) for each and identified as follows:**

From: _____	<u>January 25, 2013</u>	<u>Until 2:00 PM</u>
Name of Offeror	Due Date	Time
_____	<u>#SCC-12-025-BOI</u>	
Street or Box Number	RFP NO.	

City, State, Zip Code		
*Contents: _____		
(Indicate contents of envelopes as either “ Original ” Proposal, “ Redacted ” copy of Original Proposal, “ Copies ” of Original Proposal or “ Pricing ” Proposal.)		
<u>Insurance Agent and Public Adjuster Pre-Licensing Examinations and Related Services</u>		
RFP Title		

Name of Contract/Purchase Officer or Buyer: Sheryl Conyers

The envelopes should be addressed as directed on page 2 of the solicitation and identified as directed above. If a proposal is mailed, the *Offeror* takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation (see page 2). No other correspondence or other proposals should be placed in the envelope.

VIII. EVALUATION AND AWARD CRITERIA:

A. Evaluation Criteria

Proposals *shall* be evaluated by the SCC using the following criteria:

1. Demonstrated experience, qualifications, ability, organization structure, advantages, relationships, account management, and expertise of *Offeror* and the proposed staff in providing required services;
2. References
3. Testing facilities' resources and locations and future plans
4. Transition & Implementation Plan
5. Small, Women-Owned, and Minority Owned Businesses Participation
6. Agreement with terms and conditions
7. Financial Viability of *Offeror/Company*
8. Price

Points assigned to each criteria will be posted prior to 2:00 p.m., January 25, 2013, on the following websites: www.eva.virginia.gov and www.scc.virginia.gov.

B. Award of Contract

Selection *shall* be made of two or more *offerors* deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations *shall* be conducted with the *offerors* so selected. Price *shall* be considered, but need not be the sole determining factor. After negotiations have been conducted with each *offeror* so selected, the agency *shall* select the *offeror* which, in its opinion, has made the best proposal, and *shall* award the contract to that *offeror*. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one *offeror* is fully qualified, or that one *offeror* is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that *offeror*.

IX. REPORTING REQUIREMENTS:

The *Contractor shall* provide the following reporting requirements in an acceptable schedule and format to the SCC:

- 1) The Examination Candidates Survey Report (Ref Section VI. A19) on a quarterly and annual basis.
- 2) An annual report outlining the number of tests given for each testing site and the pass/fail ratio for each *license* type. The *Contractor shall* provide and develop any other reports as designated by the SCC. (Ref Section VI. A 22).

- 3) Scheduled conference calls on a monthly or more frequent basis between the testing service's program manager and the SCC staff for the purpose of discussing issues or concerns of mutual interest.

X. TENTATIVE *SCHEDULE OF EVENTS*:

	ACTIVITY	DATE
1.	Issue Request For Proposals	December 14, 2012
2.	Pre-proposal Conference Held	January 11, 2013
2.	Last Day To Receive Written Questions	January 16, 2013
3.	Proposals Due <i>Until</i> 2:00 PM	January 25, 2013
4.	Proposal Review and Negotiations	January 25, 2013 – March 15, 2013
5.	Contract Award	April 1, 2013
6.	Contract Start Date	April 1, 2013

XI. PRE-PROPOSAL CONFERENCE:

An optional pre-proposal teleconference will be held at 2:00 PM January 11, 2013 at the State Corporation Commission, 1300 East Main Street, Richmond, Virginia.

The purpose of this teleconference is to allow potential *Offerors* an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While participation at this teleconference will not be a prerequisite to submitting a proposal, *Offerors* who intend to submit a proposal are encouraged to participate. *Offerors* planning to participate in the teleconference should have a copy of the solicitation with you.

The conference is expected to be no more than 1-2 hours in length. *Offerors* who plan to participate, should contact Sheryl Conyers, 804-371-9461 or by email to sheryl.conyers.procurement@scc.virginia.gov **no later than January 7, 2013** with the names and titles of the *Offeror's* pre-proposal conference representatives to indicate your intention of participating in the teleconference. Dial in information will be provided after the request for participation has been obtained.

Offerors are encouraged to submit written questions in advance of the pre-proposal conference to allow the SCC time to review and provide a response at the conference. All questions should be submitted no later than two (2) business days prior to the conference date. The SCC will provide written responses to *Offeror* inquiries via e-mail; verbal responses will not be provided. Any changes resulting from the pre-proposal conference will be issued in a written addendum to the solicitation.

XII. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety (excluding 2.1.b, 2.1.d and Chapter 9). The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “Vendors Manual” on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposal, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, Section 2.2-4343.1E*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, Section 2.2-4363*).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the

proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification

shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision *must* be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the

contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with Sections 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by *insurance companies* authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia *must* be named as an additional insured and so endorsed on the policy.
- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** An offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- V. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
- W. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

XIII. SPECIAL TERMS AND CONDITIONS:

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation

to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- C. **CONFIDENTIALITY OF INFORMATION:** Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such material is the SCC's or other manufacturer, vendor or distributor to which contractor or contractor's personnel may gain access while engaged by the SCC or while on SCC premises. Revealing, copying or using in any manner whatsoever any such contents which have not been authorized by the SCC is strictly prohibited. The restrictions herein shall survive the termination of this agreement for any reason and shall continue in force and effect and shall be binding upon the contractor, its agents, employees, successors, assigns, subcontractors or any party claiming an interest in this agreement on behalf of or under the rights of the contractor following any termination. Contractor shall advise all contractors' agents, employees, all contractors' agents, employees, successors, assigns, or subcontractors that are engaged by the SCC of the restrictions, present and continuing, set forth herein. Contractor shall defend and incur all costs, if any, for actions which arise as a result of non-compliance by contractor, its agents, employees, successors, assigns, or subcontractors regarding the restrictions herein.
- D. **INDEPENDENT CONTRACTOR:** The contractor shall be considered an independent contractor and neither the contractor, nor personnel employed by the contractor, are in any sense to be considered employees or agents of the SCC, or of the Commonwealth of Virginia.
- E. **OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for the SCC pursuant to the solicitation shall belong exclusively to the SCC and be subject to public inspection, subject however to the provisions of Paragraph C "Confidentiality of Information" above. All materials generated under this contract shall be considered work made for hire. The SCC shall have all rights, title and interest in or to all products, work plans, project reports, designs, programs, databases and documentation developed or generated under this contract including without limitation unlimited rights to use, duplicate, modify or disclose any part thereof, in any manner and for any purpose and the right to permit or prohibit any other person including the contractor from doing so. To the extent the contractor may be deemed at any time to have any of the foregoing rights the contractor agrees to assign and does hereby assign such rights to the SCC.
- F. **RENEWAL OF CONTRACT:** This contract may be renewed by the SCC for three (3) successive one (1) year periods under the terms and conditions of the original contract except as stated in a. and b. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- a. If the SCC elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "other services" category, Table 3, Column 5 of the CPI-U section of the Consumer Price Index of the United States

Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- b. If during any subsequent renewal periods, the SCC elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the “other services” category, Table 3, Column 5 of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

G. **CERTIFIED SMALL, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:**

The SCC welcomes and encourages proposals from certified small businesses, including but not limited to women-owned and minority-owned businesses, either as prime contractors or subcontractors to prime contractors. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to certified small, women-owned and minority-owned businesses. Names of firms are available on the Commonwealth of Virginia electronic procurement website: <http://eva.virginia.gov>. When such business has been subcontracted to these firms, Contractor agrees to provide the information required in Appendix A to this solicitation.

- H. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

- I. **THIRD PARTY ACQUISITION:** The Contractor shall notify the SCC one hundred and eighty (180) days in advance and in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The Contractor further agrees that the contract’s terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the Contractor shall obtain, for the SCC’s benefit and deliver thereto, the assignee’s agreement to fully honor the terms of the contract.

J. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation

the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

XIV. PRICING SCHEDULE:

See Appendix I.

XV. METHOD OF PAYMENT:

The Contractor shall be compensated solely through fees charged to the examination candidates and collected by the Contractor. Such fees shall be set forth in any resulting Contract. No money will be paid by the SCC to the Contractor as a result of this contract.

XVI. APPENDICES:

- A. Appendix A – Small, Women-Owned, and Minority-Owned Businesses
- B. Appendix B – Offeror Data Sheet
- C. Appendix C – W-9 Request for Taxpayer Identification Number and Certification
- D. Appendix D – State Corporation Commission Form
- E. Appendix E – Standard Contract
- F. Appendix F – Directions to the Tyler Building
- G. Appendix G – Agents Licensing Section – Licensing Exams By Type
- H. Appendix H – Agents Licensing Section – Monthly Licensing Exams Scheduled by Type
- I. Appendix I – Pricing Schedule

APPENDIX A SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESSES

I. SMALL BUSINESS CERTIFICATION

Small businesses, including but not limited to women-owned and minority-owned businesses, that meet the small business designation as defined in Section II *must* be certified prior to the date set for receipt of bids, proposals or quotes. Small businesses that meet the designation in Section II and are already certified by either the Virginia Department of Minority Business Enterprise (DMBE) or by another source that meets the small business designation as defined in Section II, *must* provide a copy of the small business certification. (Businesses who desire more information on the Commonwealth of Virginia certification program may reference the DMBE website www.dmbv.virginia.gov).

II. SMALL BUSINESS DESIGNATION

If your company is certified as a small business, including but not limited to women-owned and minority-owned businesses, as defined below, please check the appropriate box:

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Small Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Small Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

Minority Individual: "Minority individual" means an individual who is a citizen of the United States or a non-citizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:

- a. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
- b. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but

not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marianas, the Philippines, a U. S. territory of the Pacific, India, Pakistan, Bangladesh or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

- c. "Hispanic American" means a person having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
- d. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

III. SUBCONTRACTING SMALL BUSINESS OPPORTUNITIES

Does your company intend to offer subcontracting opportunities to businesses certified as small businesses, including but not limited to women-owned and minority-owned businesses? Check the appropriate box below:

YES

NO

If YES is checked proceed to Section IV (1-3) of this Appendix for additional requirements.

IV. SUBCONTRACTING WITH SMALL BUSINESSES.

1. Prime contractors that do not meet the small business designation stated in Section II are encouraged to offer subcontracting opportunities to businesses certified as small businesses, including but not limited to women-owned and minority-owned businesses. To assist in locating such small businesses, the following searchable databases and/or member listings are provided:

- eVA(Virginia's Web-based Purchasing System)
<http://www.eva.virginia.gov>
- Virginia Minority Suppliers Development Council (VMSDC)
<http://www.vmsdc.org>
- Metropolitan Business League (MBL)
<http://www.thembl.com>
- Pro-Net (Small Business Administration)
<http://pro-net.sba.gov/>
- Diversity Business for multicultural-owned businesses
<http://www.diversitybusiness.com/>
- Other Small Business Organizations (such as Virginia Chapter of National Federation of Independent Businesses www.nfib.com/object/stateDirVA.html or the Virginia Chamber of Commerce www.vachamber.com)

2. Prime contractors that propose to use certified small businesses, including but not limited to women-owned and minority-owned businesses, as subcontractors, *must* report the planned utilization of small businesses in performance of this contract. The following minimum information *must* be provided with Offeror's proposal to the SCC Procurement Office for purposes of awarding points under this solicitation:

- **Small Business Name & Address**
- **Contact Person, Telephone Number & Email Address**
- **Type of Service provided**
- **Planned Contract Dollars During Period of Contract for Utilization of Small Businesses**

Prime contractors that propose to use certified small businesses, including but not limited to women-owned and minority-owned businesses, as subcontractors, will be awarded points for certified small business utilization.

3. Prime contractors awarded a term contract by the SCC that state their intent to utilize certified small businesses as subcontractors, including but not limited to women-owned and minority-owned businesses, *shall* submit a monthly report to the SCC of all dollars spent during the period of the contract with small business subcontractors that provide services under this contract. The report *shall* be due by the 10th of the month following the month for which the spend data is being reported. At a minimum, the following information *must* be provided to the SCC Procurement Office:

- **Applicable Month and Year**
- **Small Business Name & Address utilized**
- **Contact Person, Telephone Number & Email Address**
- **Type of Services Provided**
- **Amount of Actual Monthly Spend Provided to Each Small Business**
- **Evidence of Compliance (documentation that supports actual monthly spend, i.e., copy of check paid to small business, copy of paid invoice, etc.)**

APPENDIX B – OFFEROR DATA SHEET

(To Be Completed by Offeror)

Qualifications of Offeror: The offeror *must* have the capability and capacity in all respects in order to fully satisfy all contractual requirements.

Offeror Corporate Overview:

1. Years in business: Indicate the length of time you have been in business providing this type of service:
_____years _____months.
2. Background and Experience: Provide background and experience in this market.
3. Corporate Identity: Provide the identity of any parent corporation, include address, phone and fax numbers, FEIN or tax ID No., Company web site and contact email. Also provide the identity of any subsidiaries, as applicable.
4. Organization & Structure: Provide an overview of the organizational operating structure and describe the operational and functional relationships of the business units of your organization, as it relates to your proposal and SCC's stated needs and requirements.
5. Provide an organization chart identifying the key management and staff personnel assigned to Virginia to include a chart illustrating how information is disseminated within the Offeror's management structure and staff assigned to Virginia.
6. Describes the management structure that will ensure that all services provided to Virginia are being performed to the satisfaction of the SCC and other *Stakeholders* in accordance with the contract provisions.
7. Corporate History and Structure: In the event significant company changes have occurred within the past three years (e.g., merger, acquisition, etc.), or may be planned to occur, explain the change(s) and how it has, or has not, or may impact the company's financial viability.
8. Locations: Describe the geographical locations of your firm at the national, regional, and local levels, as applicable, and identify all locations that will be used to support this contract and the operations handled from these locations.
9. Strategic Relationships: State any subcontractors and outsourced services to be used in performance of any contract resulting from this solicitation.
10. Quality Program: Describe all quality programs your company has adopted which directly impact your proposed solution.

Financial Information:

11. Annual Reports:
 - Provide your most recent three (3) fiscal years of independently audited financial statements with Balance Sheet, Income Statement and Cash Flow Statement with audit opinion letter and footnotes.

- If the Offeror’s most recent fiscal year has ended, but the financial statements are unaudited, the Offeror *must* provide the most recent fiscal year’s unaudited financial statements, along with the previous two (2) years of audited financial statements.
- If audited financial statements are not available for the most recent three (3) fiscal years, provide financial statements with a balance sheet, income statement and cash flow statement. The SCC reserves the right to access publicly available financial information on any Offeror to consider in evaluation of Offeror’s proposal.

12. Total Revenue: Indicate your company’s total annual revenue for the last complete 12 months, the most recent total annual revenue, and the portion of those revenues associated with the requirements of this solicitation.

Immigration Reform and Control Act of 1986:
(Reference the General Terms and Conditions, Section E)

13. The offeror certifies that it will comply with the Immigration Reform and Control Act of 1986 during the duration of any resulting contract by checking the following box.

References:

14. Customer References: The Offeror *must* demonstrate a proven record of successfully providing services similar to those defined in Section VI to customers of similar scope and complexity. The references *must* be from past and/or current commercial or government accounts, including the SCC if applicable. The Offeror *shall* provide three references, with contact names, email addresses, phone number and service descriptions (specific services provided), which the SCC may use in reference checking. If your firm has provided the requested services to the SCC in the past, the SCC *must* be listed as a reference.

The SCC will make such reasonable investigations as deemed proper and necessary to determine the ability of an Offeror to perform the contract and these may include, but may not be limited to, reference checks and interviews. Offeror should verify the reference information (contact person, telephone numbers and email address) is current and up-to-date prior to submitting them. Indicate whether any commercial, government or state contracts have not been extended or have been cancelled for performance issues in the last three (3) years.

Offeror Reference # 1 Organization/Company Name _____

Period of Performance (Contract) From _____ through _____
 (Beginning Date) (Ending Date)

Contact Name(s)	Email	Phone Number	Service Description

Offeror Reference # 2 Organization/Company Name _____

Period of Performance (Contract) From: _____ through _____
(Beginning Date) (Ending Date)

Contact Names(s)	Email	Phone Number	Service Description

Offeror Reference # 3 Organization/Company Name _____

Period of Performance (Contract) _____ through _____
(Beginning Date) (Ending Date)

Contact Name(s)	Email	Phone Number	Service Description

APPENDIX C - W-9/REQUEST FOR TAXPAYER ID & CERTIFICATION

Form W-9 (Rev. January 2003) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	Employer identification number
_ _ - _ _ - _ _	_ _ _ _ - _ _ - _ _
OR	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (*individual/sole proprietor, corporation, etc.*).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



APPENDIX D– STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information. The offeror:

- is a corporation or other business entity with the following SCC identification number: _____ **-OR-**
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**
- is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

APPENDIX E - STANDARD CONTRACT

COMMONWEALTH OF VIRGINIA STATE CORPORATION COMMISSION

EXAMPLE

Contract Number: RFP # _____

This contract entered into this __ day of _____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, State Corporation Commission called the "SCC."

WITNESSETH that the Contractor and the SCC, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the SCC as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____, with _____-year renewal options.

The contract documents *shall* consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal dated _____:

(insert appropriate reference to Statement of Needs, Terms & Conditions and Addenda if any)
- (3) The Contractor's Proposal dated _____ and the following negotiated modifications to the Proposal and their date, all of which documents are incorporated herein.
- (4) Clarifications to Contractor's Proposal

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

CONTRACTOR:

PURCHASING AGENCY:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

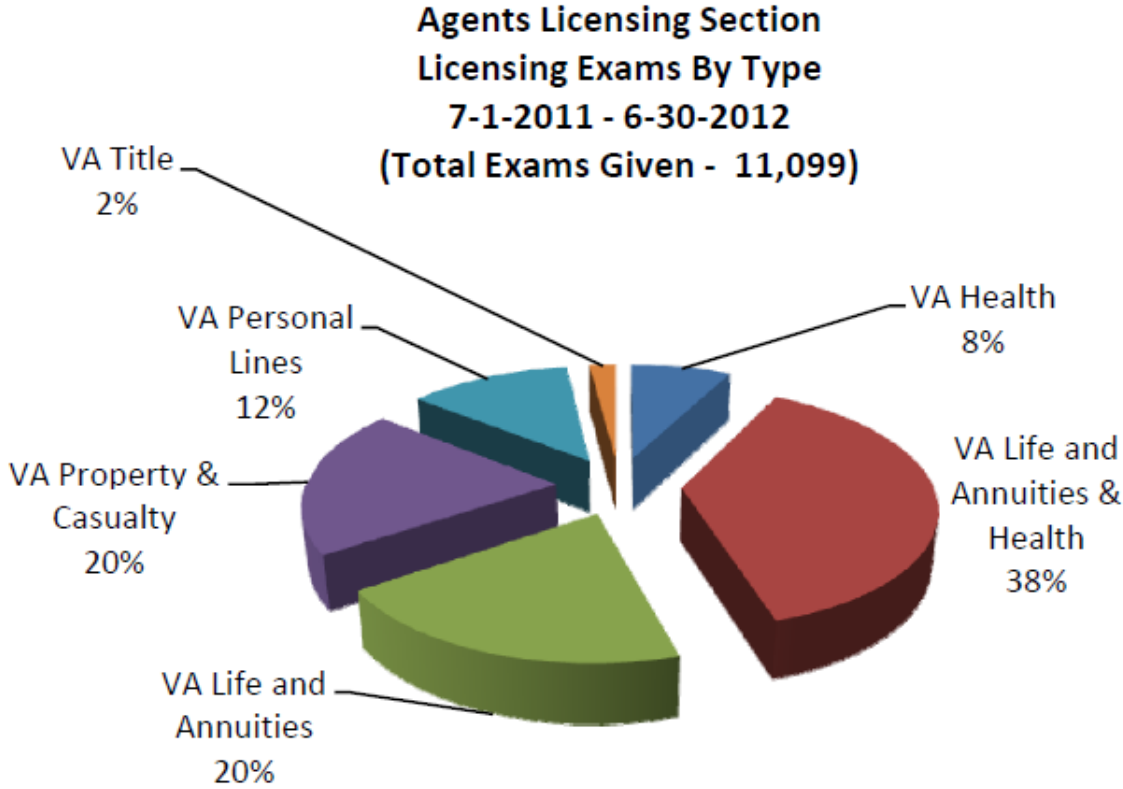
Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

APPENDIX F – DIRECTIONS TO THE TYLER BUILDING

- Approaching Richmond from the NORTH:** Take I-95 South into Richmond. Take the Franklin Street exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.
- Approaching Richmond from the WEST:** Take I-64 East to I-95 South into Richmond. Take the Franklin Street exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.
- Approaching Richmond from the EAST:** Take I-64 West to Richmond. Exit onto I-95 South, stay in right lane to the Franklin Street Exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.
- Approaching Richmond from the SOUTH:** Take I-95 North into Richmond. After crossing the James River, take the Broad Street Exit (74C). Stay in right lane onto ramp to 17th Street. Follow 17th Street to Broad Street intersection. Take a right on Broad Street and get in left lane. Make a left on 14th Street. Go two blocks. Take a right on Main Street. Tyler Building is on the right at the corner of 13th and Main.
- From the RMA Downtown Expressway (Rt. 195):** Take Rt. 195 South into Richmond, and take the 7th/9th Street exit. After exiting, stay in left lane and take first left onto 7th Street. Go two blocks and take right onto Cary Street. Turn left on 14th Street. Go one block and turn left on Main Street. The Tyler Building is on the right at the corner of 13th and Main.

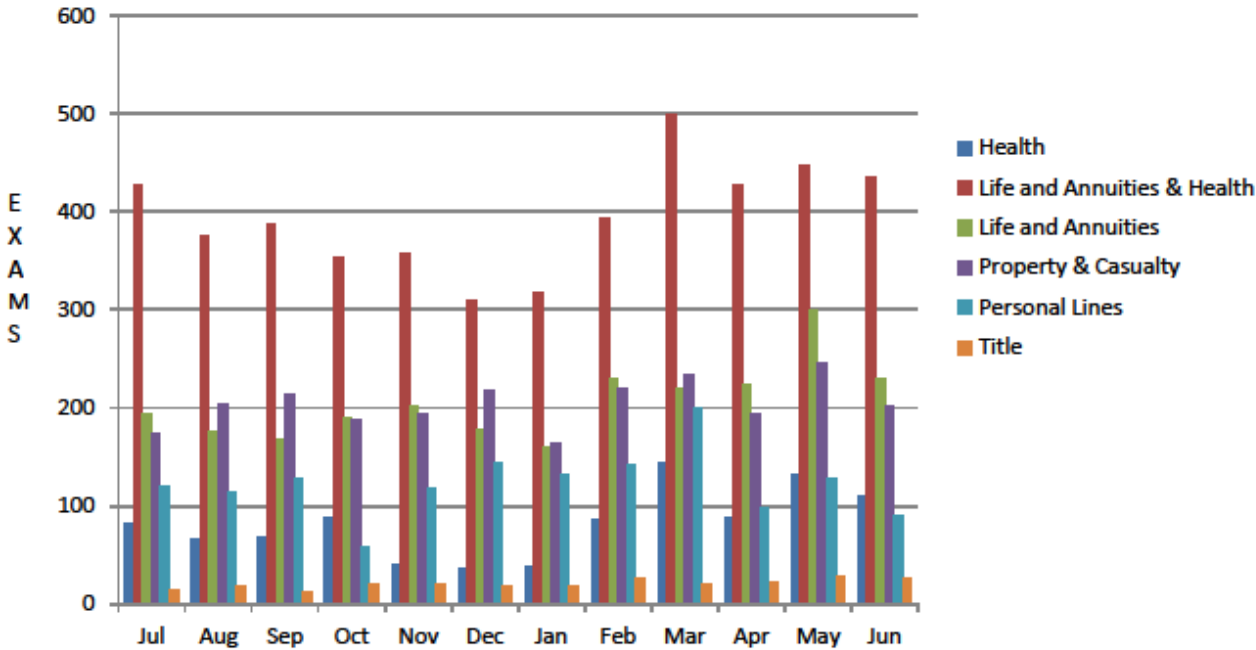


APPENDIX G – AGENTS LICENSING SECTION - LICENSING EXAMS BY TYPE



APPENDIX H – AGENTS LICENSING SECTION - MONTHLY LICENSING EXAMS SCHEDULED BY TYPE

**Agents Licensing Section
Monthly Licensing Exams Scheduled By Type
7-1-2011 to 6-30-2012**



APPENDIX I – PRICING SCHEDULE

(Please use the table below to indicate the proposed fee for the *Exam* type as indicated charged to and collected from test candidates)

Description	Testing Candidate Fee
EXAMS	
Property & Casualty	
Personal Lines	
Life & Annuities	
Health	
Life & Health	
Title	
Public Adjuster	
Total Price	A

(Please use the table below to indicate the proposed fees for the PACE Program Associated Processes charged to and collected from PACE Sponsors and/or Instructors) The proposed Expedited Fee *shall* be an additional fee that is charged and added to the Associated Process fee when required.

Description	Fee	Expedited Fee
(PACE)		
Associated Processes:		
<i>Single-Session Course Approval</i>		
<i>Sponsor-Developed Course Approval</i>		
<i>Published Course Approval</i>		
Application to Present Published Course Approval		
<i>Instructor Approval</i>		
Total Price	B	C

Grand Total of all Fees A+ B+C
