

VIRGINIA INSURANCE CONTINUING EDUCATION BOARD

REQUEST FOR PROPOSALS

RFP # VICEB 2024-1

Issue Date: August 8, 2024



Sealed Proposals Shall Be Received Until 2:00 p.m., September 16, 2024

Note: The Virginia Insurance Continuing Education Board does not discriminate against faith-based organizations in accordance with the Code of Virginia § 2.2-4343.1 or against an offeror because of race, religion, color, sex, gender, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment or by contract.

REQUEST FOR PROPOSALS

RFP # VICEB 2024-1

Issue Date: August 8, 2024

Title: VIRGINIA INSURANCE CONTINUING EDUCATION PROGRAM
OPERATIONS COORDINATOR

Commodity Code(s): 96102, 96156, 96196

Issuing Agency: VIRGINIA INSURANCE CONTINUING EDUCATION BOARD
C/O PATRICIA B. TURNER, ESQ.
919 E. MAIN ST., SUITE 1100
RICHMOND, VA 23219

Period of Contract: For an initial term of November 1, 2024, through December 31, 2025, with four (4) one-year renewal options at the sole discretion of the Board.

SEALED PROPOSALS MUST BE RECEIVED BY THE PERSON NAMED BELOW AND AT THE ADDRESS SHOWN BELOW BY NO LATER THAN 2:00 P.M. ON SEPTEMBER 16, 2024. ANY PROPOSALS NOT PHYSICALLY RECEIVED BY THAT DATE AND TIME MAY BE REJECTED IN THE SOLE DISCRETION OF THE BOARD'S EVALUATION COMMITTEE.

All inquiries for information regarding this RFP should be directed to:

VIRGINIA INSURANCE CONTINUING EDUCATION BOARD
C/O WALLACE G. "BO" HARRIS
viceb2020@gmail.com

Proposals should be mailed or hand-delivered to:

VIRGINIA INSURANCE CONTINUING EDUCATION BOARD
C/O PATRICIA B. TURNER, ESQ.
919 E. MAIN ST., SUITE 1100
RICHMOND, VA 23219

RFP-I

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Timeline

The timetable below is provided for planning purposes only.

Activity	Target Completion Date
RFP issued and posted	August 8, 2024
Pre-proposal conference	August 22, 2024, 9:30 AM Eastern
Deadline for Offeror questions*	August 29, 2024, 9:30 AM Eastern
Answers to Offeror questions due	September 6, 2024, 2:00 PM Eastern
Proposals due	September 16, 2024, 2:00 PM Eastern
Evaluations of Proposals	September 17 – October 10, 2024
Notice of Intent to Award	October 11, 2024
Contract Award	October 21, 2024

Table 1 – Timeline of Events

*Questions should be received by the date and time specified. The Board cannot guarantee a response to any inquiry received after this date and time.

Optional Pre-Proposal Conference

There will be a pre-proposal conference held on August 22, 2024, at 9:30 a.m. at the offices of Gentry Locke, 919 East Main Street, Suite 1100, Richmond, VA 23219. You may participate remotely using the following information:

Topic: RFP Proposal Conference

Time: Aug 22, 2024 09:30 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81182949102?pwd=9eUD18UFI67SJHaJauakPOW1w.aOBU.1>

Meeting ID: 811 8294 9102

Passcode: 211758

The pre-proposal conference is open to all interested Offerors, and attendance is strongly encouraged. There will be no opportunity for a private or individual conference. To participate in the pre-proposal conference, contact Wallace G. "Bo" Harris by email no later than Noon Eastern on August 21, 2024. In your email, please provide the name of the Offeror and name(s) of participating representative(s) and specify whether attendance will be in person or by phone.

Interested Offerors are encouraged to submit questions in writing by noon EST on August 21, 2024, prior to the pre-proposal conference. These questions will be answered as part of the pre-proposal conference as time allows. Answers provided

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orally at the pre-proposal conference are not binding and are intended to give temporary guidance to clarify uncertainties until, if necessary, a written answer is issued by the Board in the form of an RFP Addendum.

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This page, as well as the responses to the items on the following page, or copies thereof containing an original signature, must be attached to and made a part of each Offeror's written proposal.

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 Offeror:

(Name of Offeror and Firm, if Any)

(Street Mailing Address of Offeror)

(City, State, Zip Code)

Date: _____

By: _____
(Print Name)

(Signature in Ink)

Title: _____

Telephone Number:(____) _____

Firm's Federal Employer Identification Number
(FEIN/EIN) or Taxpayer Identification Number
(TIN): _____

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Virginia Insurance Continuing Education Board RFP #VICEB 2024-1

OFFEROR DATA SHEET

(To Be Completed By Offeror)

***Responses should be attached to this page (or a copy thereof)
as part of proposal submission***

QUALIFICATIONS OF OFFEROR: The Offeror must have the capability and capacity in all respects in order to fully satisfy all contractual requirements.

OFFEROR OVERVIEW

1. **Years in business:** Indicate the length of time you have been in business and/or have been providing this type of service:
_____years _____months
2. **Background and Experience:** Provide background and experience in providing this type of service to boards and programs in general and specifically within the insurance industry.
3. **Corporate Identity:** If applicable, provide the identity of any parent corporation, including address, telephone and telefax numbers, Federal Employer Identification Number (FEIN/EIN) or Taxpayer Identification Number (TIN), company website, and contact email. Provide the same information for any subsidiaries of the Offeror, if applicable.
4. **Organization and 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 the Board's stated needs and requirements. Organizational and operational charts are helpful supplements to your explanations.
5. **Locations:** Describe the geographical locations of your business 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 each of these locations.
6. **Strategic Relationships:** State any subcontractors and outsourced or contracted services, including software, to be used in performance of any contract resulting from this Request for Proposals.

FINANCIAL & BACKGROUND INFORMATION

Financial stability, honesty, and integrity of an Offeror are important to the Board. By submitting a Proposal, the Offeror, and any key personnel assigned to the services delivered, agrees to provide credit and financial information and to submit to a drug screening and background check on an as-needed basis as determined by the Board, including as requested for consideration of the Proposal.

RFP-V

Virginia Insurance Continuing Education Board RFP #VICEB 2024-1

State Corporation Commission Form (REQUIRED)

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 bid an opinion of legal counsel which accurately and completely discloses 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 as a business entity and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (It is understood that the Board reserves the right to determine in its sole discretion whether to allow such waiver):

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The following documents should be reviewed by all Offerors prior to submitting a proposal.

These documents may be accessed via the Internet at:

<http://www.virginiainsurancece.com>

- Virginia Continuing Education Requirements
- Virginia Insurance Continuing Education Resident Agent, Public Adjuster and Provider Handbook (April 2023)
- Agent FAQs
- Provider FAQs

RFP-IX

Virginia Insurance Continuing Education Board RFP #VICEB 2024-1

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 provide administrative assistance to the Virginia Insurance Continuing Education Board (“Board”) in connection with the Board’s oversight of the Virginia insurance continuing education program (“Program”).

SINGLE POINT OF CONTACT (SPOC)

Submit all inquiries concerning this RFP in writing by email with the subject “RFP # VICEB-2024-1” to:

SPOC: Wallace G. “Bo” Harris
Email: viceb2020@gmail.com

Offerors must limit all contact, whether verbal or written, pertaining to this RFP to the designated SPOC for the duration of this procurement process. Failure to do so may jeopardize further consideration of the Offeror’s proposal.

BACKGROUND

The Virginia insurance agent continuing education (“CE”) requirements and the establishment of the Board by the Code of Virginia (the “Code”) (Sections 38.2-1866 through 38.2-1874) are set forth in Article 7 of Chapter 18 of Title 38.2. The current continuing education statutes are included as Attachment A to this RFP and should be reviewed thoroughly by all potential Offerors. Those statutes set forth, among other things, biennial course completion requirements that licensed insurance agents (who are referred to herein as “licensees”), whether resident or nonresident, must meet if they are to retain their Virginia insurance licenses.

Certain licensees who meet statutory exemption or waiver criteria may apply for and receive exemptions from or waivers of the course requirements, and holders of certain restricted licenses are exempt completely from the continuing education requirements. Nonresident licensees from states with continuing education requirements may apply for exemptions from Virginia’s requirements if their home state is reciprocal with Virginia.

As of July 26, 2024, there were approximately 48,415 resident licensees subject to Virginia’s CE requirements. Many of these licensees will comply with the requirements by some means other than completion of Virginia-approved courses, such as nonresident state reciprocity, meeting statutory exemption requirements—for example, holders of certain restricted licenses and those who were issued a license during the last 13 months of the applicable CE biennium are exempt from certain CE requirements—or obtaining a waiver of CE requirements.

The Board is appointed by the Virginia State Corporation Commission (“Commission”) but it is a separate body and not a unit of the Commission or the

Commission's Bureau of Insurance ("Bureau"). The Board's duties, however, are essential to the Commission's performance of its statutory oversight obligations.

Among the important functions of the Board are the establishment and maintenance of continuing education Program standards, rules, procedures, fees, recordkeeping, and reporting requirements for Virginia's licensed insurance agents. To this end, the Board has contracted for the services of a professional administrator ("Administrator") to whom the Board delegates many of the daily operational responsibilities necessary for the administration of the Program. Included among the responsibilities of the Administrator are (i) approval of courses, course providers/sponsors, and instructors; (ii) collecting agents' continuing education credits and reporting the agents' status of compliance to the Commission, (iii) overseeing the daily operations of the Program; (iv) communicating with agents, including preparing continuing education handbooks to be available online, mailing of confirmation of course credits, and periodic status of compliance reports to agents; (v) responding to telephone and e-mail inquiries from agents; (vi) handling complaints and appeals resulting from decisions or other actions taken by the Administrator or the Board; (vii) collecting and accounting for fees and managing the revenues and expenditures of the Program; and (viii) keeping the records of the Program.

To ensure that the Board and its Administrator consistently achieve the Board's mission as outlined in Virginia Code Sections 38.2-1866 through 38.2-1874, the Board desires to contract for the services of a contractor for managerial and operational services ("Contractor") to whom the Board will delegate many of the daily operational and oversight responsibilities necessary for the administration of the Program and the successful operation of the Board. Included among these responsibilities are (i) coordinating and facilitating the meetings and activities of the Board and its committees; (ii) acting as liaison between the Board and the Bureau, the Commission, the Administrator, and the Board's partners and vendors; (iii) monitoring attendance of Board members at Board meetings; (iv) providing logistical and technical assistance with Board meetings and activities; (v) assist the Board and its partners and vendors with any statutory and contractual obligations, requests for proposals, and purchasing activities; and (vi) developing and utilizing a system to ensure regular and consistent communications that are clear and readily understood regarding the above. Additional detail of the tasks expected to be performed by the Contractor is provided in the "Statement of Needs" section.

Section 38.2-1873 of the Code of Virginia requires that the Program be self-supporting. Accordingly, Contractor will be compensated solely with funds consisting of fees charged to course providers, course instructors, and agents. The amounts of fees are established by the Board. Fees collected must be sufficient to cover the expenses incurred by the Board, the Board's Contractor, the Board's Administrator, and the Commission. Examples of such expenses would include, but are not limited to: (1) fees of Contractor; (2) costs of creating and printing various documents, including any required mailings; (3) expenses of the Board, including Board meetings, the Board's legal and accounting expenses, and directors & officers liability insurance for Board members; and (4) automated system development and updating, mailing, and other expenses incurred by the Board and the Commission directly attributable to the Program.

The Commonwealth welcomes and encourages proposals from certified small businesses and 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 contractors, the Contractor is encouraged to offer such business to certified small, women-owned, and minority-owned businesses. Submission of a plan and a report of past efforts to utilize the goods and services of such businesses and plans for involvement on any resulting contract under this RFP are required.

By submitting a proposal, Offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP may result in rejection of the proposal.

GLOSSARY OF TERMS

As used in this Request for Proposals:

“ADMINISTRATOR” – “Administrator” refers to the professional administrator currently contracted with the Board to provide services related to the administration of the Program.

“BOARD” – “Board” means the Virginia Insurance Continuing Education Board, as created pursuant to § 38.2-1867 of the Code of Virginia.

“BUREAU” – “Bureau” means the Bureau of Insurance, which is a branch of the Virginia State Corporation Commission.

“COMMISSION” – “Commission” means the Virginia State Corporation Commission.

“COMMONWEALTH” – “Commonwealth” means the Commonwealth of Virginia.

“CONTRACTOR” or “OPERATIONS COORDINATOR” – “Contractor” or “Operations Coordinator” refers to the Offeror to whom a contract is awarded as a result of this solicitation.

“EVALUATION COMMITTEE” – “Evaluation Committee” means the committee established by the Board to evaluate proposals made in connection with this Request for Proposals, select Offerors deemed to be fully qualified and best suited among those submitting proposals, conduct negotiations with the selected Offerors, and negotiate and award a contract to the Offeror the committee deems most qualified.

“MUST,” “SHALL,” “SHOULD,” AND “MAY” – 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 absolutely 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 Offeror's proposal.

“OFFEROR” – The “Offeror” is any person/firm making an offer by submitting a proposal in response to this Request for Proposals.

“PLAN OF OPERATION” - “Plan of Operation” refers to the plan adopted by the Board and approved by the Commission pursuant to Va. Code § 38.2-1874 and as amended from time to time.

“PROGRAM” – “Program” means the continuing insurance education program set forth in Title 38.2, Chapter 18, Article 7 of the Code of Virginia, and implemented by the Board’s policies, strategic plan, and plan of operation.

“RFP” – “RFP” means this solicitation, RFP # VICEB 2024-1, and any written amendments, supplements, and clarifications thereto.

STATEMENT OF NEEDS

The Board has, since its inception in 1993, adhered to the philosophy that two of the most vital precepts for administration of the insurance continuing education Program are security of the information provided to and maintained by the Administrator and the overall integrity of the Program itself. The Board has also consistently adhered to the philosophy that it is the responsibility of the licensee to assure his or her own compliance with the continuing education law and requirements adopted by the Board. The Board’s credo, then, is: “SECURITY, INTEGRITY, and AGENT RESPONSIBILITY.” Any proposal for operational services must emphasize an understanding of, and adherence to, these three precepts.

Subject to the parameters set by the Board (and subject to such changes and modifications as the Board may direct), the Offeror chosen as Contractor shall be required to:

1. assist the Board in overseeing the Program, executing its powers, and achieving its mission and goals as may be stated in the Board’s policies, strategic plan, and plan of operation;
2. coordinate and facilitate the meetings and activities of the Board and its committees, including, without limitation:
 - ensuring all meeting times are planned and posted in a timely manner in accordance with the Code;
 - assist and encourage committee chairs to schedule and hold committee meetings within three weeks of quarterly and annual Board meetings;
 - collaborate with the Secretary to prepare and disseminate minutes of Board meetings within one week of adjournment of such meetings;
 - monitor attendance of Board members at Board meetings;
 - visit and select sites for Board meetings;

- oversee and manage audio-visual needs for all Board meetings;
 - prepare and distribute agendas and materials for Board meetings;
 - plan for meals and breaks as needed for Board meetings; and
 - maintain working knowledge of Robert's Rules of Order to assist the Board in ensuring procedural rules are followed during Board meetings;
3. act as liaison between the Board and the Bureau, the Commission, and the Board's partners and vendors as directed by the Board;
 4. provide timely updates to the Board regarding relevant Board and administrative matters;
 5. assist the Board and its partners and vendors with any statutory and contractual obligations, requests for proposals, and purchasing activities;
 6. jointly with the Chairman and Secretary of the Board, prepare and disseminate official correspondence of the Board, and, jointly with designated officers, execute legal documents;
 7. oversee and maintain postal and email needs of the Board;
 8. provide technical assistance and expertise to the Board, including, without limitation:
 - audio-visual needs;
 - maintenance of emails;
 - maintenance of a document database and system of record retention;
 - maintenance of social media accounts, including LinkedIn, Facebook, etc.;
 - virtual meetings using Zoom, Microsoft Teams, or other appropriate platform;
 - Google or other desktop applications;
 - web technology; and
 - other needs as assigned by the Board;
 9. assist the Board with orientation of new Board members; and
 10. any other projects assigned by the Board that it deems reasonable and appropriate.

11. The Contractor shall work with the Board in the development of annual goals and objectives to be met by Contractor in its service delivery to the Board under its contract.

Additional detail of the anticipated hours and tasks expected to be performed by the Contractor is provided in Attachment C to this RFP.

PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

GENERAL REQUIREMENTS

1. RFP Response: In order to be considered for selection, Offeror should submit a complete response to this RFP. Proposals shall be organized and submitted in the format set forth below and marked and sealed separately as follows:
 - a. One (1) complete **original** proposal contained in a single three-ring binder (do not include pricing) and one (1) **USB flash/thumb drive** of the same in a Microsoft compatible file format. Clearly indicate the following on the sealed package, the three-ring binder, and the USB flash/thumb drive, as able:
 - Offeror name
 - *“Original Proposal”*
 - RFP #VICEB 2024-1
 - b. One (1) complete **redacted copy** of Original Proposal (removing any proprietary data or material) contained in a single three-ring binder and one (1) **USB flash/thumb drive** of the same. Clearly indicate the following on the sealed package, the three-ring binder, and the USB flash/thumb drive, as able:
 - Offeror name
 - *“Redacted Copy of Original Proposal”*
 - RFP #VICEB 2024-1
 - c. One (1) complete **Pricing Proposal** contained in a single three (3) ring binder and one (1) **USB flash/thumb drive** of the same in a Microsoft compatible file format. Clearly indicate the following on the sealed package, the three (3) ring binder, and the USB flash/thumb drive, as able:
 - Offeror Name
 - *“Pricing Proposal”*
 - RFP #VICEB 2024-1
 - d. Offeror may include electronic copies of the Original Proposal, the Redacted Copy of Original Proposal, and the Pricing Proposal on one USB flash/thumb drive.

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 a legal agent of Offeror 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. Failure to submit all information and in the format requested may result in the Board's Evaluation Committee (i) requiring prompt submission of missing information, (ii) giving a lowered evaluation of the proposal, or (iii) rejecting the proposal, all in the sole discretion of the Board's Evaluation Committee. Not submitting or agreeing to certain mandatory requirements, those required by law or regulation, shall result in the rejection of a proposal, as 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 Board's Evaluation Committee pursuant to the RFP shall belong exclusively to the Board 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 may result in rejection of the proposal.
- e. Upon award, the selected Offeror shall provide to the Board's Evaluation Committee one (1) hard copy of the entire RFP

response, to include any negotiated changes, and one (1) hard copy redacted removing all proprietary information or material of the entire RFP response to include any negotiated changes of the same.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give a presentation of their proposal to the Evaluation Committee any time after proposal submission. Such a presentation provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanatory session only and does not include negotiation. If deemed desirable, the Evaluation Committee will schedule the time and location of these presentations. Presentations are an option of the Evaluation Committee and may or may not be conducted.

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 12-point Times New Roman font.
 - 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 and sub-letter, and should 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 – Pages RFP-III, RFP-IV, and RFP-V of this RFP, completed and signed, and any addenda thereto
- 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 to Section IV, Statement of Needs
- Tab 7 – Responses as outlined and required in Section V.C, *Specific Proposal Requirements* (2a-h).
- Tab 8 – Attachment B: Completed Small, Women-Owned, and Minority Business Participation information
- Tab 9 – Additional Material
- Tab 10 – Acceptance of Terms and Conditions

Pricing Proposal Format - Binder 2

- Pricing Proposal with supporting documentation.

3. Identification of Proposal Envelope(s): - The signed *Original Proposal* and USB flash/thumb drive, *Redacted* copy of Original Proposal, and *Pricing Proposal* are required to be submitted in **separate sealed envelope(s) or package(s) for each and identified as follows:**

From: _____ Name of Offeror	<u>September 16, 2024 2:00 PM</u> Due Date Time
_____	<u>VICEB 2024-1</u> RFP No.
_____	<u>Operations Coordinator</u> RFP Title
City, State, Zip Code	
*Contents: _____ (indicate contents of envelope as either Original Proposal , Redacted Copy of Original Proposal, or Pricing Proposal .)	
Name of Purchase Officer: <u>Patricia B. Turner</u>	

The envelope should be addressed as directed on Page RFP-I 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 referenced on Page RFP-I. Timely delivery and documentation of acceptance of hand-deliveries remains with the Offeror. No other correspondence or other proposals should be placed in the envelope.

SPECIFIC PROPOSAL REQUIREMENTS

Proposals should be as thorough and detailed as possible so that the Evaluation Committee may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return the forms found on Pages RFP-III, RFP-IV, and RFP-V of this RFP, completed and signed as required.
2. A written statement that includes the following:
 - a) **QUALIFICATIONS** - The statement should demonstrate the Offeror's ability to fulfill each of the requirements set forth in the Request for Proposals. Particular emphasis should be placed on prior experience in providing similar services. The proposal should contain the name, address, telephone number, and contact person at each agency, client, or other relevant reference for which the Offeror, whether under its own name or that of any predecessor-in-interest, provided similar or other insurance-related services at any time during the five (5) years immediately preceding the date of this RFP.
 - b) **CAPACITY** - A thorough discussion of the Offeror's capacity to successfully provide the desired services.
 - c) **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH** - A statement that the Offeror is authorized 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.

- d) THIRD-PARTY RELATIONSHIP - Identify any third-party vendor to be used in fulfilling the requirements of this RFP and detail the relationship with the third-party vendor, including length of the relationship, and services to be provided by the third-party vendor.
 - e) FACILITIES AND EQUIPMENT - A description of the facilities, equipment, and software that Offeror proposes to use to provide the required services.
 - f) SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS PARTICIPATION INFORMATION - A statement indicating whether Offeror is a certified small, women-owned, or minority-owned business, as defined in Section II of Attachment C to this RFP, and whether Offeror intends to utilize such businesses in the performance of any contract resulting from this RFP. Offeror must complete and return Attachment B to this RFP.
 - g) ADDITIONAL INFORMATION - Any additional facts that the Offeror considers relevant to this RFP may be included.
 - h) CERTIFICATION - A certification in which Offeror certifies that all information provided in response to this RFP is true and accurate.
3. A **Pricing Proposal** that includes a description of the manner in which the Offeror proposes to be compensated for services rendered, including cost estimates for labor, expenses, and overhead, on an annual basis. The pricing proposal must include a description of the manner in which such estimates were calculated and any assumptions regarding workload and work activity utilized in the development of the proposal.

It is in the sole discretion of the Evaluation Committee to reject a proposal that fails to provide information required by this RFP.

ORAL PRESENTATION

Oral presentations may be scheduled at the sole discretion of the Board's Evaluation Committee.

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EVALUATION AND AWARD CRITERIA

EVALUATION CRITERIA

Proposals shall be evaluated by the Board's Evaluation Committee using the following criteria:

CRITERION	POINT VALUE
Experience of Offeror in providing similar services	10
Experience of Offeror in providing similar services in the insurance industry	15
References	10
Financial stability	5
Anticipated cost to Board of services provided	15
Demonstrated success of Offeror in providing similar services	10
Demonstrated success of Offeror in providing similar services in the insurance industry	10
Demonstration, via the written proposal, that the Offeror has the ability, facilities, and capacity to provide all required services in a timely, efficient, and professional fashion.	20
Minority Participation: Small, Women-Owned, and Minority-Owned Business Participation. (See Attachment B).	5
TOTAL	100

AWARD OF CONTRACT; CONTRACT DOCUMENTS

The Board's Evaluation Committee shall select 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, with emphasis on the qualifications and ability to provide the required services. Cost and fees will be considered but need not be the sole determining factor. Negotiations shall then be conducted between the Evaluation Committee and each of the Offerors so selected and shall include, without limitation, negotiations regarding the amount of compensation to be paid and the method and schedule of payments. After negotiations have been conducted with each Offeror so selected, the Board's Evaluation Committee shall select the Offeror which, in its opinion, has made the best proposal and provides the best value and shall award the contract to that Offeror. If the Board's Evaluation Committee determines 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.

The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the RFP, including any amendments, and the Contractor's proposal, as negotiated.

The Board is under no obligation to issue, award, or contract with any Offeror as a result of issuing this RFP. The Board may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous.

OPTIONAL PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on August 22, 2024, at 9:30 a.m. at the offices of Gentry Locke, 919 East Main Street, Suite 1100, Richmond, VA 23219. You may participate remotely using the following information:

Topic: RFP Proposal Conference

Time: Aug 22, 2024 09:30 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81182949102?pwd=9eUD18UFI67SJHaJauakP0W1waOB0u.1>

Meeting ID: 811 8294 9102

Passcode: 211758

The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Attendees are required to register, by not later than August 21, 2024, their intent to attend the pre-proposal conference by email directed to Wallace G. "Bo" Harris at viceb2020@gmail.com.

While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

GENERAL TERMS AND CONDITIONS

VENDOR'S MANUAL: Except for requirements regarding use of the Commonwealth's electronic procurement system, eVa (www.eva.virginia.gov), 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. Note that the procedure for filing contractual claims is found 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: <https://dgs.virginia.gov/procurement/policy-consulting--review/policy/>

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 of Virginia, with venue in the Circuit Court of the City of Richmond, Virginia. While the Board and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using the alternative dispute resolution (ADR) procedures set forth in § 2.2-4366 of the Code of Virginia, such procedures are not binding on the Board unless otherwise agreed to in writing by the Board. ADR procedures

are described in Chapter 9 of the Vendors Manual. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in the performance of this contract.

ANTI-DISCRIMINATION: By submitting their proposals, 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 § 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, religion, color, sex, gender, sexual orientation, gender identity, national origin, age, or disability 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 § 2.2-4343.1E).

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

1. During the performance of this contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, gender, sexual orientation, gender identity, national origin, age, or 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. Contractor, in all solicitations or advertisements for employees placed by or on behalf of 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. In connection with this contract, Contractor will include the provisions of paragraph 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING: By submitting a proposal, Offeror certifies that its proposal is made without collusion or fraud; that Offeror has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with the proposal; and that Offeror has 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.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract, Offeror certifies that as a Contractor with the Board, Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting a proposal, Offeror certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor is it an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into any contract as a result of this RFP, Contractor conveys, sells, assigns, and transfers to the Board any and 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 goods or services purchased or acquired by the Board under said contract.

MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: 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 Board reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the Board representative whose name appears on the face of this RFP 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.

PRECEDENCE OF TERMS: The following General Terms and Conditions shall apply in all instances: 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; and PAYMENT. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this RFP, the Special Terms and Conditions shall apply.

ASSIGNMENT OF CONTRACT: Any contract entered into as a result of this RFP shall not be assignable by the Contractor in whole or in part without the written consent of the Board.

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 or terms of the contract. Any 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 Board 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, services to be performed. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Board 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 Contractor accounts for the number of units of work performed, subject to the Board's right to audit Contractor's records and/or to determine the correct number of units independently; or

c. By ordering 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. Contractor shall present the Board with all vouchers and records of expenses incurred and savings realized. The Board shall have the right to audit the records of Contractor as the Board 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 Board within thirty (30) days from the date of receipt of the written order from the Board. 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 Contractor from promptly complying with the changes ordered by the Board or with the performance of the contract generally.

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

INSURANCE: By signing and submitting a bid or 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:

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 and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Board must be named as an additional insured and so endorsed on the policy.

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Board will publicly post such notice in various newspapers of general circulation and on the Board's website (<https://home.pearsonvue.com/va/insurance/ce>) for a minimum of 10 days.

DRUG-FREE WORKPLACE: During the performance of any contract entered into as a result of this RFP, 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.

NONDISCRIMINATION OF CONTRACTORS: An Offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, gender, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, or 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.

AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Board shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of any contract entered into under this RFP.

BID PRICE CURRENCY: Offerors shall state bid/offer prices in US dollars.

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. Please note that 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.

SPECIAL TERMS AND CONDITIONS

RELATIONSHIPS WITH INSURERS, RATE SERVICE ORGANIZATIONS AND OTHER STATE REGULATORY AGENCIES

The Offeror shall list all insurers, rate service organizations, 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 Offeror's ability to serve the Board.

The Board reserves the right to determine if a conflict of interest exists between an Offeror and the respective insurer, rate service organization, or other state regulatory agency. The Offeror shall continue to disclose during the term of the contract to the Board any situations in which a potential conflict of interest could arise, present the facts of the situation, offer an opinion as to whether the situation involves a conflict, and agree to accept the decision of the Board as to whether or not a conflict exists.

OWNERSHIP OF RECORDS/TRANSITION ASSISTANCE

All books, records, computer programs, printed material, and other documents created to fulfill the Contractor's duties to the Board shall be the property of the Board. Upon termination of the contract, the Contractor agrees to timely transfer all such materials to the Board in a manner that will provide for a nondisruptive transition of such materials and the work of the Board. If required, the Board shall establish the date for such transfer. The Contractor also agrees to provide such other reasonable assistance as may be required in connection with the transition.

AUDIT

The Board, the Commission, or their authorized agents, and/or State auditors shall have full access to and the right to examine all books, records, and other documents relative to this contract during the contract period and for six (6) years after the termination of this contract.

PROPOSAL ACCEPTANCE PERIOD

Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

CANCELLATION OF CONTRACT

The Board reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon ninety (90) 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 services issued prior to the effective date of cancellation.

CONFIDENTIALITY OF INFORMATION

Information or data obtained by the Offeror during the course of determining and/or preparing a response to this RFP may not be used for any other purpose than determining and/or preparing the Offeror's response. Such information or data may not be disseminated or discussed for any reasons not directly related to the determination or preparation of the Offeror's response to this Request for Proposals.

RENEWAL OF THE CONTRACT

This contract may be renewed by the Board for four (4) successive one-year periods at the sole option of the Board. Written notice that the Board intends to exercise its option shall be given approximately ninety (90) days prior to the expiration date of each contract period. Contractor shall have the right, at the beginning of each renewal period, to present to the Board evidence of the necessity for an increase in Contractor's compensation under the contract, and the Contractor and the Board shall be authorized to negotiate a new compensation agreement, subject to reasonable documentation of the necessity for an increase in such compensation.

LIABILITY INSURANCE AND INDEMNIFICATION

Contractor shall maintain such personal injury and property damage liability insurance as necessary to protect itself from claims arising out of the performance of this contract. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, the Board, the Commission, their employees, and designated representatives from any and all claims, suits, actions, liabilities and cost of any kind caused by or arising from the performance of the contract. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the Commonwealth of Virginia, the Board, or the State Corporation Commission, or a pledge of the full faith and credit of the Commonwealth of Virginia, the Board, or the State Corporation Commission.

OBLIGATION OF OFFEROR

By submitting a proposal, the Offeror covenants and agrees that they have satisfied the conditions to be met, fully understands their obligations, and that they shall have no right to cancel this contract or to relief of any other nature because of their misunderstanding or lack of information.

SUBCONTRACTS

No portion of the work shall be subcontracted without prior written consent of the Board. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Board the names, qualifications, and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

INDEPENDENT CONTRACTOR

Any Offeror awarded a contract under this Request for Proposals shall be considered an independent contractor, and neither the Offeror, nor personnel employed by the Offeror, are in any sense to be considered employees or agents of the Board, the Commission, or the Commonwealth of Virginia.

ATTACHMENT A

**Code of Virginia
Title 38.2, Chapter 18, Article 7**

Code of Virginia
Title 38.2
Chapter 18

Article 7.
Continuing Education.

§ 38.2-1866. Continuing education requirements.

A. Every individual resident and nonresident (i) insurance consultant, (ii) life and annuities insurance agent, (iii) health agent, (iv) property and casualty insurance agent (v) personal lines agent, and (vi) title insurance agent shall, on a biennial basis, furnish evidence as set forth in this article that the continuing education requirements of this article have been satisfied. As used in this article, the term "agent" shall be construed to refer to any of the individual licensees referred to above.

B. Every individual resident and nonresident public adjuster shall, on a biennial basis, furnish evidence as set forth in this article that the continuing education requirements of this article have been satisfied.

C. Any agent who holds a life and annuities license or a health agent license, or both, shall complete 16 hours of relevant continuing education credits.

D. Any agent who holds a personal lines license or a property and casualty license shall complete 16 hours of relevant continuing education credits.

E. Any agent who holds a title agent license shall complete 16 hours of relevant continuing education credits.

F. A public adjuster shall complete 24 hours of relevant continuing education credits.

G. Except as provided in subsection B and § 38.2-1871, any agent who holds licenses from more than one category of licenses identified in subsection A shall complete 24 hours of relevant continuing education credits with a minimum of eight credit hours in each such category.

H. Of the total required credits for each biennium, an agent shall complete three credit hours in insurance ethics, which may include insurance law and regulations applicable in the Commonwealth.

I. Of the total required credits for each biennium, a public adjuster shall complete three credit hours in insurance ethics.

J. Agents may receive no more than 75 percent of their required credits from courses provided by insurance companies or agencies. The Board, in its sole discretion, shall, at the time of course approval, determine whether any particular course shall be considered to be insurance company

or agency sponsored and shall require all course sponsors to provide this information clearly and conspicuously to all those enrolling in that course.

1992, c. 570; 1994, c. 175; 1996, c. 159; 1998, c. 46; 1999, c. 86; 2001, c. 706; 2012, c. 294; 2021, Sp. Sess. I, c. 441.

§ 38.2-1867. Insurance continuing education board; approval of credits.

A. An insurance continuing education board, hereinafter called the Board, appointed by the Commission, shall approve all continuing education instructors, programs of instruction, and courses, including technical courses or agency management and operations courses, and shall evaluate credit hours for all programs or courses offered. The Board shall establish and monitor standards for the education of insurance agents and public adjusters and set minimum requirements for course instructors. The Board shall have 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.

B. The number of credits for each self-study course, correspondence course, or program of classroom instruction shall be determined in a manner prescribed by the Board. However, for an approved classroom course, a credit hour shall be equivalent to a classroom hour providing at least 50 minutes of continuous instruction or participation. No credits shall be granted for approved classroom courses unless notice to the Board is accompanied by proof of attendance by the course provider. No credits shall be granted for any correspondence or self-study course that does not include a test of the subject matter which shall be successfully completed by each agent requesting credit. The Board shall have the right to review and approve or disapprove the proposed test as part of the course approval process.

C. An instructor of an approved continuing education course shall be eligible to receive the same number of credits as a person enrolled in the course for the purpose of meeting the continuing education course requirements of this article. However, agents, public adjusters, and instructors may apply credits for attending or teaching the same course only once during the two-year period set forth in subsection B of § 38.2-1868.1.

D. Any agent with excess credit hours accumulated during the two-year period set forth in subsection B of § 38.2-1868.1 may carry such hours forward to the next biennium only.

E. Members of the Board shall be appointed by the Commission as follows:

1. One active member of the Independent Insurance Agents of Virginia, as recommended by the Independent Insurance Agents of Virginia;
2. One active member of the Professional Insurance Agents of Virginia and the District of Columbia, as recommended by the Professional Insurance Agents of Virginia and the District of Columbia;
3. One active member of the National Association of Insurance and Financial Advisors of Virginia, as recommended by the National Association of Insurance and Financial Advisors of Virginia;

4. One active member of the Virginia Land Title Association, as recommended by the Virginia Land Title Association;
5. One active member of the Virginia chapter of the National Association of Benefits and Insurance Professionals, as recommended by the Virginia chapter of the National Association of Benefits and Insurance Professionals;
6. One active member of the Virginia chapter of the National African American Insurance Association, as recommended by the Virginia chapter of the National African American Insurance Association;
7. Three representatives of the property and casualty insurance industry;
8. Three representatives of the life and health insurance industry; and
9. One representative of the adult education or higher education field.

F. No person shall serve as a member of the Board if, in the opinion of the Commission, such person (i) prepares, submits for approval, or teaches insurance continuing education courses in Virginia or in any other jurisdiction, other than as an incidental part of such person's employment, or (ii) no longer meets the criteria on which the original appointment to the Board was based pursuant to subsection E.

G. No meeting of the Board or any subcommittee of the Board shall be held unless timely notice of such meeting has been provided to the Commission's Bureau of Insurance. At any such meeting of the Board or any subcommittee of the Board, one or more representatives from the Bureau of Insurance shall be permitted to attend and to participate in such meeting, except that such Bureau of Insurance representative or representatives shall not have the right to vote on any matters before the Board.

H. Actions of the Board shall be exempt from the application of the Administrative Process Act (§ 2.2-4000 et seq.).

1992, c. 570; 1996, c. 159; 2001, cc. 350, 706; 2004, c. 765; 2019, c. 675; 2021, Sp. Sess. I, c. 441; 2024, c. 364.

§ 38.2-1868. Repealed.

Repealed by Acts 1996, c. 159.

§ 38.2-1868.1. Proof of compliance with continuing education requirements; waivers.

A. As used in this article:

"Proof of compliance" means all fees prescribed by the Board and all documents and forms specified by the Board for demonstrating completion of Board-approved continuing education courses relevant to the license held and for the required number of hours.

"Received by the Board or its administrator" means delivered into the possession of the Board or its administrator in a form and manner prescribed by the Board.

B. Each agent and public adjuster holding one or more licenses subject to the continuing education requirements of this article shall complete all continuing education course or waiver requirements and shall submit to the Board or its administrator proof of compliance with such requirements in the form and manner required by the Board biennially, based on the agent's or public adjuster's month and year of birth. An agent or public adjuster born in an even-numbered year shall complete all continuing education course or waiver requirements and shall submit proof of compliance by the end of the agent's or public adjuster's birth month in even-numbered years. An agent or public adjuster born in an odd-numbered year shall complete all continuing education course or waiver requirements and shall submit proof of compliance by the end of the agent's or public adjuster's birth month in odd-numbered years.

C. A licensed agent or public adjuster who is unable to comply with the continuing education requirements of this article due to military service or other extenuating circumstances, including long-term illness or incapacity may request a waiver of such requirements. Requests for waivers of continuing education requirements shall be made in a form and manner prescribed by the Board. An agent or public adjuster seeking a waiver of some or all of the continuing education requirements shall submit all documentation, forms, and fees specified by the Board so as to be received by the Board or its administrator no later than the last day of the two-year period set forth in subsection B and in §§ 38.2-1825.1, 38.2-1840, and 38.2-1845.8. After the two-year period, an agent or public adjuster who has failed to complete the continuing education requirements may request a waiver of the continuing education reinstatement requirements set forth in subsection E of § 38.2-1825.1, subsection E of § 38.2-1840, and subsection E of § 38.2-1845.8 within the 12-month reinstatement period described therein. The Board shall approve or disapprove the waiver request within 30 days of receipt thereof and shall provide written notice of its decision to the waiver applicant within five days of rendering its decision. Any waiver

granted pursuant to this subsection shall be valid only for the biennium for which waiver application was made.

D. All fees specified by the Board shall be nonrefundable once received by the Commission, the Board, or the Board's administrator, except that duplicate payments may be refunded.

1996, c. 159; 1998, c. 46; 2000, c. 522; 2001, c. 706; 2006, c. 589; 2012, c. 294; 2016, c. 285; 2018, c. 668; 2019, c. 675; 2021, Sp. Sess. I, c. 441.

§ 38.2-1869. Failure to satisfy requirements; termination of license.

A. Failure of an agent or public adjuster to complete all continuing education course or waiver requirements, pay any fee imposed by the Board, or otherwise furnish proof of compliance during the two-year period set forth in subsection B of § 38.2-1868.1, or to complete the license renewal requirements set forth in § 38.2-1825.1, 38.2-1840, or 38.2-1845.8, shall result in the termination, pursuant to § 38.2-1825.1, 38.2-1840, or 38.2-1845.8, of each license held by the agent or public adjuster for which the requirements of this article were not satisfied.

B. Neither the Board, its administrator, nor the Commission shall have the power to grant an agent or public adjuster additional time for completing the continuing education credits required by § 38.2-1866, or additional time for seeking waivers or submitting proof of compliance as required by § 38.2-1868.1.

C. An agent or public adjuster whose license has been terminated pursuant to § 38.2-1825.1, 38.2-1840, or 38.2-1845.8 for failure to satisfy the continuing education requirements of this article may appeal the determination of noncompliance to the Board. However, failure of an agent or public adjuster to provide notice of appeal in the form and manner prescribed by the Board within 30 calendar days following expiration of the two-year period set forth in subsection B of § 38.2-1868.1 and in §§ 38.2-1825.1, 38.2-1840, and 38.2-1845.8 shall be deemed a waiver by such agent or public adjuster of the right to appeal the determination of noncompliance with the Board.

D. Pursuant to the requirements of subsection C of § 38.2-1815 and §§ 38.2-1857.1 and 55.1-1003, respectively:

1. A resident variable contract agent whose life and annuities insurance agent license is terminated for failure to satisfy the requirements of this article shall also have such variable contract license terminated by the Commission;
2. A resident agent holding a license as a surplus lines broker whose property and casualty insurance agent license is terminated for failure to satisfy the requirements of this article shall also have such surplus lines broker license terminated by the Commission; and
3. An agent holding a registration as a title settlement agent whose title insurance agent license is terminated for failure to satisfy the requirements of this article shall also have such registration as a title settlement agent terminated by the Commission.

Any such license or registration so terminated may be applied for again after the agent has obtained, respectively, a new life and annuities insurance agent's license, a new property and

casualty insurance agent's license, or a new title insurance agent's license and appointment, if appointment is required.

E. An insurance consultant who fails to renew his insurance consultant license by the date specified in § 38.2-1840, but who reinstates his insurance consultant license within 12 months following such renewal date shall be treated, for purposes of determining exemption from continuing education requirements pursuant to § 38.2-1871, as if such insurance consultant license had been renewed in a timely manner.

F. A resident public adjuster whose license has been terminated under the terms of this section and whose license is not reinstated pursuant to § 38.2-1845.8 shall be permitted to make application for a new license if all of the requirements of § 38.2-1845.2 are met.

1992, c. 570; 1994, c. 175; 1995, c. 554; 1996, c. 159; 1997, c. 583; 1998, c. 46; 2000, c. 522; 2001, c. 706; 2002, c. 296; 2006, c. 589; 2010, c. 281; 2012, c. 294; 2016, c. 285; 2018, c. 668; 2019, c. 675; 2021, Sp. Sess. I, c. 441.

§ 38.2-1870. Repealed.

Repealed by Acts 2019, c. 675, cl. 2, effective January 1, 2021.

§ 38.2-1871. Licensees not subject to the continuing education requirements of this article.

A. A resident or nonresident agent or public adjuster who has been issued a license during the last 13 months of the two-year period set forth in subsection B of § 38.2-1868.1 and in §§ 38.2-1825.1, 38.2-1840, and 38.2-1845.8 shall be exempt from fulfilling the continuing education course requirements set forth in this article for that license for that biennium.

B. The following licensees are not subject to the continuing education course requirements set forth in this article:

1. Life and health insurance consultants who are also licensed both as life and annuities insurance agents and as health agents and who satisfy the continuing education course requirements needed for continuation of their life and annuities and health agent licenses;

2. Property and casualty insurance consultants who are also licensed as property and casualty agents and who satisfy the continuing education course requirements needed for continuation of their property and casualty agent license;
3. Nonresident agents who have met the continuing education requirements of their home state and whose home state gives credit to residents of the Commonwealth on the same basis;
4. Nonresident public adjusters who have met the continuing education requirements of their home state and whose home state gives credit to residents of the Commonwealth on the same basis; and
5. Agents who have applied for and received a permanent exemption from the continuing education course requirements set forth in this article by December 31, 2018.

1992, c. 570; 1994, c. 175; 1996, c. 159; 1997, c. 583; 2000, c. 522; 2001, cc. 32, 706; 2018, c. 668; 2019, c. 675; 2021, Sp. Sess. I, c. 441.

§ 38.2-1872. Administrative duties of Board; transfer to outside administrator.

A. The Board shall have the authority to transfer all or part of its administrative duties to an outside administrator. The performance of the administrator shall be confirmed at least annually by the Board and appropriate corrective action shall be taken for any deficiencies. Such administrator shall maintain records reflecting the continuing education status of all licensed agents reporting credits to it, subject to the requirements of this article.

B. The Board or its administrator shall be provided such information from the Commission's records as the Board may reasonably require in order to carry out its duties, including, but not limited to, (i) requesting and receiving from the Commission computer-generated reports, mailing labels, or other computer-generated information containing the names, license identification numbers, license types, and residence addresses of all licensees subject to the requirements of this article and (ii) direct on-line access to such automated system data as the Commission may deem appropriate.

1992, c. 570; 1996, c. 159; 1998, c. 46; 2000, c. 522; 2001, c. 706; 2012, c. 294; 2018, c. 668; 2019, c. 675.

§ 38.2-1873. Continuing insurance education fees.

The continuing insurance education program established by this article shall be self-supporting, and any costs incurred by the Board, its members, its administrator, or the Commission in connection with the good faith execution of their respective duties pertaining to the continuing education of insurance agents and public adjusters licensed in the Commonwealth shall be borne by the continuing insurance education fees paid by agents, public adjusters, course sponsors, and

course instructors, which fees, except for duplicate payments, shall be nonrefundable upon receipt.

1992, c. 570; 1996, c. 159; 2012, c. 294; 2019, c. 675; 2021, Sp. Sess. I, c. 441.

§ 38.2-1874. Continuing education program; plan of operation; approval by Commission.

A. The Board shall submit to the Commission a plan of operation that provides for the fair and nondiscriminatory administration of the continuing insurance education program established pursuant to this article. Such plan shall not become effective until approved by the Commission in writing. The Board may, at any time, propose amendments to the plan of operation, and such amendments shall not become effective until approved by the Commission. The plan of operation shall:

1. Establish guidelines for the Board to utilize in adopting procedures for exercising its powers and duties;
2. Establish guidelines for the Board to utilize in adopting procedures for handling the assets of the continuing insurance education program;
3. Establish guidelines for reimbursing members of the Board for the necessary expenses incurred in the performance of their official duties and for indemnifying members for all expenses and liabilities incurred as a result of their serving as members of the Board;
4. Establish guidelines for determining places and times for meetings of the Board;
5. Establish guidelines for adopting procedures for records to be kept of all financial transactions of the Board and administrator;
6. Establish procedures for the election of Board officers;
7. Establish guidelines pursuant to which the Board may adopt a reasonable means whereby any person aggrieved by an action of the Board or administrator may appeal such action to the Board and, after written request, be heard in person or by an authorized representative to review the grievance. Guidelines may include additional levels of appeal other than those set forth herein, but shall provide, at a minimum, that (i) if the Board or its administrator fails to grant or reject the grievance within 15 calendar days after it is made, the person filing the grievance may proceed in the same manner as if his grievance had been rejected; (ii) any person adversely affected by the action of the Board or its administrator on such request may, within 15 calendar days after written notice of the action, make a written request for informal review by the Bureau of Insurance, which shall affirm or reverse the action upon not less than 10 calendar days' written notice to the person and to the Board or its administrator; and (iii) any person adversely affected by the action of the Bureau of Insurance on such request may, within 15 calendar days after written notice of the action, appeal to the Commission pursuant to the Commission's "Rules of Practice and Procedure." The Commission may affirm or reverse the action upon not less than 10 calendar days' written notice to the person and to the Board or its administrator; and
8. Contain guidelines for the Board to utilize in adopting additional provisions necessary or proper for the execution of the powers and duties of the Board including but not limited to (i)

program requirements and approved programs of study; (ii) qualifications and responsibilities of course instructors; (iii) management and record-keeping responsibilities; (iv) fee schedules and filing requirements; and (v) course refund policies and procedures.

B. If the Commission disapproves all or any part of the proposed plan of operation or amendment thereto, the Board shall within 15 calendar days submit for review an appropriate revised plan of operation or amendment thereto. If the Board fails to do so, the Commission shall promulgate a plan of operation or an amended plan of operation. The plan of operation or amended plan of operation approved or promulgated by the Commission shall become effective and operational upon order of the Commission.

C. A regular meeting of the Board shall be held at least annually at such time, date, and place approved by the Board. Special meetings may be called at any time by the chairman. Notices of all regular and special meetings shall be sent to each person serving as a representative on the Board or a subcommittee of the Board and to the Commission. Each notice shall state the purpose of the meeting and include any proposed changes in rules or procedures. Any such meeting notices shall be given in such form as may be acceptable to the Board at least 20 calendar days prior to the date of the meeting.

D. The books of account, records, reports and other documents of the Board and its administrator shall be open to the Commission for examination at all reasonable hours.

E. There shall be no liability on the part of and no cause of action shall arise against any member of the Board, the Board, the Board's agents or employees, or the Commission or its representatives for any action taken or statement made by them in good faith in the performance of their powers and duties under this article.

1992, c. 570; 1994, c. 175; 1996, c. 159; 2001, c. 706; 2010, c. 335; 2012, c. 294.

ATTACHMENT B

Small, Women-Owned, and Minority-Owned (SWaM) Businesses

SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESSES

I. SWaM CERTIFICATION

The Small, Women-owned, and Minority-owned Business (SWaM) certification program is a state program of the Commonwealth of Virginia. The purpose is to enhance procurement opportunities for SWaM businesses participating in state-funded projects.

Note that certified SWaM businesses must be so certified prior to the deadline for submitting proposals in response to this RFP and that a copy of such certification must be included in Offeror's proposal.

Businesses that desire more information on the Commonwealth of Virginia SWaM certification program may refer to the Virginia Department of Small Business and Supplier Diversity website, <https://www.sbsd.virginia.gov/>.

II. SWaM DESIGNATION

If Offeror is certified as a SWaM business, please check the appropriate box below to indicate the type(s) of certification the business has received:

Small Business: "Small business" means a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

Micro Business: As a certified Small Business by the Department, your company might qualify to be a "Micro Business". Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the three-year period prior to their certification.

Women-Owned Business: "Women-owned business" means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, 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 legal resident aliens, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or legal resident aliens.

Minority-Owned Business: "Minority-owned business" means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, 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 who are U.S. citizens or legal resident aliens, and both the management and

daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.

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 SWaM businesses? Check the appropriate box below:

Yes

No

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

IV. SUBCONTRACTING WITH SMALL BUSINESSES.

1. Prime contractors that do not meet the SWaM designation stated in Section II above are encouraged to offer subcontracting opportunities to SWaM-certified businesses. To assist in locating such businesses, the following searchable databases and/or member listings are provided:

- Small Business & Supplier Diversity SWaM & DBE Directory (<https://www.sbsd.virginia.gov/directory/>)
- Metropolitan Business League (MBL) <http://www.thembl.com>
- System for Award Management (contractor database of General Services Administration): <https://uscontractorregistration.com/>
- Diversity Business for multicultural-owned businesses <http://www.diversitybusiness.com/>
- Virginia Chamber of Commerce: <https://www.vachamber.com/>

2. Prime contractors that propose to use SWaM-certified businesses as subcontractors must report the planned utilization of SWaM businesses in the performance of this contract. The following minimum information must be provided with Offeror's proposal for purposes of awarding points under this solicitation:

- SWaM business name & address
- Contact person, telephone number & email address
- Type of service provided by SWaM business
- Planned contract dollars during period of contract for Utilization of SWaM businesses

Prime contractors that propose to use SWaM-certified businesses as subcontractors will be awarded points for same.

3. Prime contractors awarded a contract under this RFP that state their intent to utilize SWaM-certified businesses as subcontractors shall submit a quarterly report to the Board of all dollars spent during the period of the contract with SWaM-certified subcontractors that provide services under this contract. At a minimum, the following information must be provided to the Board:

- Applicable month and year of usage
- SWaM business name & address
- Contact person, telephone number & email address
- Type of service provided by SWaM business
- Amount of actual monthly spend provided to each SWaM business
- Evidence of compliance (documentation that supports actual monthly spend, i.e., copy of check paid to SWaM business, copy of paid invoice, etc.)

ATTACHMENT C

**Anticipated Hours and Tasks
to Be Performed by Operations Coordinator**

VIRGINIA INSURANCE CONTINUING EDUCATION BOARD
Anticipated Hours and Tasks of Operations Coordinator

It is anticipated that the Operations Coordinator will spend an average of ten-twelve (10-12) hours per week in fulfilling the duties of this RFP. The following list contains the major tasks for which the Operations Coordinator will be responsible. The Board reserves the right to assign additional projects as it deems reasonable and appropriate.

- Coordination of Annual Meeting
 - Site selection
 - Negotiating and contracting with host facility
 - Working and coordinating with host facility on all meeting logistics
 - Work with Board and its Committees to identify meeting topics for discussion
 - Preparation of Board materials and handouts
- Coordination of Quarterly Meetings
 - Locating space for quarterly meetings
 - Drafting agenda with Board's Chair
 - Preparation of Board materials and handouts
- Coordination of Committee Meetings on an as-needed basis
 - Ad Hoc Committees (as necessary)
 - Administrative Committee
 - Communications Committee
 - Education Committee
 - Executive Committee
 - Finance Committee
 - Governance Committee
 - Legislative Committee
 - Waivers, Appeals, and Grievances ("WAG") Committee
 - Other committees that the Board may, from time to time, establish
- Provide administrative assistance, as required to the Board and its Committees
- Work with the Board and Board's Counsel to prepare, distribute, and evaluate RFPs for services when required by the Commonwealth's Public Procurement Act
- Assist the Board in locating, organizing, and archiving Board records and in creating and maintaining a document database and system of Board record retention
- Oversee and maintain the Board's online collaboration tool (currently "Basecamp," a project-management platform), research the potential use of new

online collaboration tool, and assist the Board with any transition between such online platforms