



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 974909

Procurement Type: Central Master Agreement

Vendor ID: VS0000005239

Legal Name: CELTIC CROSS HOLDINGS INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 01/12/2022

Response Time: 14:08

Responded By User ID: CelticWV1

First Name: Sandeep

Last Name: Contractor

Email: contact@celtic.bz

Phone: 480-682-3791

SO Doc Code: CRFQ

SO Dept: 0802

SO Doc ID: DMV2200000002

Published Date: 12/28/21

Close Date: 1/13/22

Close Time: 13:30

Status: Closed

Solicitation Description: dmvFIRST Software System Support

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 974909
Solicitation Description: dmvFIRST Software System Support
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-01-13 13:30	SR 0802 ESR01122200000004168	1

VENDOR
 VS0000005239
 CELTIC CROSS HOLDINGS INC

Solicitation Number: CRFQ 0802 DMV2200000002
Total Bid: 0
Response Date: 2022-01-12
Response Time: 14:08:42
Comments:

FOR INFORMATION CONTACT THE BUYER

Jessica L Hovanec
 304-558-2314
 jessica.l.hovanec@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	dmvFIRST System Support & Maintenance	3.00000	YR	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments: All costing information has been provided in Exhibit A - Pricing page of the proposal.

Extended Description:

dmvFIRST System Support & Maintenance



8961 E Bell Rd, Ste 101
Scottsdale, AZ 85260
P 480-682-3791
F 480-991-4200
www.celtic.bz

Ms. Jessica L Hovanec
Buyer, Department of Administrative Services
2019 Washington ST E
Charleston, WV 25305

Dear Ms. Hovanec,

Celtic is pleased to submit our response to the State solicitation No. CRFQ0802 DMV2200000002 for dmvFIRST Software, software technical support/Maintenance and Professional Services. We will provide the Software Licensing, Software Technical Support/Maintenance from the software manufacture, for software license support and continuing access to the maintenance and upgrades for the dmvFIRST System as required for the Celtic Software and any third-party software.

Celtic initially implemented the dmvFIRST browser-based Point of Sale Cash Register, Cash Drawer Balancing, Accounting, Inventory Management and Management Reporting System and we have supported and maintained it for the past 5 years. We will provide Professional Services via a Statement of Work throughout the term of the contract to support, maintain and enhance the system on an on-going basis to include development of an agency plan for current and future initiatives, upgrading of the system to accommodate current software versions, migration of content and data if needed for system upgrades, configuration of software and other services to maintain the successful and efficient operation of the dmvFIRST System.

Our proposal has addressed each and every section of the CRFQ by acknowledging our reviewing, understanding and agreeing to each section where applicable, and our documented response to each of the requirements in the General Requirements section, the Professional Services Requirements and Deliverables section, the System Support and Maintenance section, Contract Awards section, Duties and Responsibilities of the Agency, Performance, Payment, Travel, Facilities Access, Vendor Default, and Miscellaneous Sections. We have completed Exhibit A – Pricing Page and Exhibit C – Qualifications/References as required assuming the State is asking for the name of an individual and the name of the Company/Jurisdiction we have done work for.

Thank you for this opportunity and we are looking forward to providing WVDMV with our skilled and experienced professionals to meet and exceed expectations now and in the years to come.

Sincerely,



Joe McCormick
President
Celtic Cross Holdings, Inc.



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

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 974909			Reason for Modification:
Doc Description: dmvFIRST Software System Support			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-12-28	2022-01-13 13:30	CRFQ 0802 DMV2200000002	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: VS0000005239
Vendor Name : Celtic Cross Holdings, Inc. dba Celtic Systems
Address : 8961 E Bell Road, Suite 101
Street :
City : Scottsdale
State : Arizona **Country :** USA **Zip :** 85260
Principal Contact : Joe McCormick
Vendor Contact Phone: 4806823791 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Jessica L Hovanec
 304-558-2314
 jessica.l.hovanec@wv.gov

Vendor Signature X

FEIN# 710927550

DATE 01/12/2022

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation, Division of Motor Vehicles (DMV) to establish an open-end contract for support of the dmvFIRST software, including technical support/maintenance, and professional services per the specifications and terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 5707 MacCorkle Ave. SE, Ste. 200 CHARLESTON WV US		DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	dmvFIRST System Support & Maintenance	3.00000	YR		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

dmvFIRST System Support & Maintenance

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due on January 4th, 2022 at 10:00 AM EST	2022-01-04

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: January 4, 2022 at 10:00 AM EST

Submit Questions to: Jessica L. Hovanec, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Email: Jessica.L.Hovanec@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a Request for Proposal is not permitted in wvOASIS.

For Request For Proposal (“RFP”) Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: January 13, 2022 at 1:30 PM EST

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

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

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

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

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

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

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

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

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference

for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance."

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

24. E-MAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

Celtic Response: We have thoroughly read and understand the instructions to vendors submitting bids.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on UPON AWARD and the initial contract term extends until 3 YEARS.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term - This contract may be renewed for successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: 2,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: 100,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: per occurrence.

Cyber Liability Insurance in an amount of: per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: per occurrence.

Aircraft Liability in an amount of: per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

- _____ for _____.
- Liquidated Damages Contained in the Specifications.
- Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES - This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Celtic Response: Celtic has read and agrees to all general terms and conditions.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Sandeep Contractor, Program Manager
(Name, Title)

Sandeep Contractor, Program Manager
(Printed Name and Title)

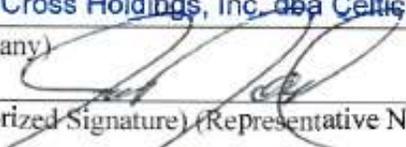
8961 E Bell Road, Suite 101, Scottsdale, AZ 85260
(Address)

6235523020 / 4809914200
(Phone Number) / (Fax Number)

contact@celtic.bz, sandeep.contractor@celtic.bz
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Celtic Cross Holdings, Inc. dba Celtic Systems
(Company)

Joe McCormick, President
(Authorized Signature) (Representative Name, Title)

Joe McCormick, President
(Printed Name and Title of Authorized Representative)(Date)

4806823791 / 4809914200
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
dmvFIRST Software, Professional Services, and System Support and Maintenance

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation, Division of Motor Vehicles (DMV) to establish an open-end contract for dmvFirst software, Software Technical Support/Maintenance, and Professional Services. The contract shall be for one (1) three-year term with two (2) one-year options for renewal. dmvFirst is a browser-based Point-of-Sale Cash Register, Cash Drawer Balancing, Accounting, Inventory Management and Management Reporting System. This system is in operation throughout the State and is used by all DMV Regional Offices.

The successful vendor shall provide all costs and services needed to obtain Software Licensing, Software Technical Support/Maintenance from the software manufacturer, for software license support and continuing access to the maintenance and upgrades for the dmvFirst System. The current contract expires August 14, 2022. This contract will commence upon said expiration.

The Vendor will be required to provide Professional Services through the term of the contract to support, maintain, and enhance the system on an ongoing basis. Services may include but are not limited to: develop an agency plan for current and future initiatives; upgrade the system to accommodate current software versions; migrate content and data if needed for system upgrade to newer versions of software; configuration of software to maintain the successful and efficient operation of the dmvFirst System. This may entail the modification of existing software; implement additional supporting software as required by legislative mandates and system to include workflow; development of additional functionality to meet the needs of the agency.

Each professional services engagement will require the development of a detailed Statement of Work (SOW) and utilize the hourly rate set by the resulting contract. The SOW will be developed in collaboration with the successful Vendor and the Agency. It will outline the services and approval process required along with a detailed list of deliverables, deadlines, and payment structure. Each SOW will result in a delivery order resulting from this contract and will include a firm fixed price for services to be performed. In the event of a system failure or if maintenance is required to prevent a system failure, services will be billed on an as needed basis; however, prior authorization will be required.

The contract will be effective August 15, 2022.

BACKGROUND: DMV currently operates approximately 300 workstations running the dmvFirst system software. The software is utilized at the agency headquarters in Charleston and is in operation statewide at all Regional Offices. These are all concurrent licenses.

REQUEST FOR QUOTATION
dmvFIRST Software, Professional Services, and System Support and Maintenance

OPERATIONAL ENVIRONMENT

In production we currently have two application servers, a database server, and a mirrored/backup database server at an off-site location. All of them are virtual machines running Windows Server 2019 Standard. Both applications servers are behind a load balancer to split the traffic between them.

Our UAT environment consists of two application servers and a database server. All of them are virtual machines running Windows Server 2019 Standard. Both application servers are behind a load balancer to split the traffic between them.

All virtual servers are housed in the West Virginia Office of Technology Data Center except the backup production database which is housed at the Office of Technology's Backup center in Flatwoods West Virginia. The current applications servers are using IBM WebSphere and the database is housed in a Microsoft SQL environment.

The current cash register solution also includes our document management application for our IRP cash register solution as well as a training environment for our employees.

The current system has the following 3rd party integrations:

1. Vehicle Valuation System – Current Vendor is NADA
2. Vehicle information System – Current Vendor is VINTELLEGENCE
3. International Registration Plan System – Current Vendor is Celtic Cross Holdings
4. Vehicle Registration System – Currently managed by West Virginia Interactive
5. Credit card processing – Must use the vendor awarded the Banking Services Contract through the West Virginia State Treasurer's Office. Current Vendor is Huntington Banks which processes credit cards through Fiserv.

Celtic Response: Celtic has read and understands purpose and scope, background, and operational environment for this RFQ.

2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.

- 2.1** “**dmvFIRST Software**” includes any annual fees paid to the software owner which shall include software license support and continuing access to the maintenance and upgrades for the dmvFirst System.
- 2.2** “**Professional Services**” refers to both onsite and offsite vendor expertise used to support, maintain, and enhance the dmvFirst system.
- 2.3** “**Contract Services**” means dmvFirst Professional Services that are described within this RFQ and includes programming, development, configuration, implementation and project management as more fully described in these specifications.

REQUEST FOR QUOTATION
dmvFIRST Software, Professional Services, and System Support and Maintenance

- 2.4 **“Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
- 2.5 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.6 **“Agency”** means the West Virginia Department of Transportation Division of Motor Vehicles (DMV).
- 2.7 **“dmvFIRST”** is the name of the Point-of-Sale Cash Register, Cash Drawer Balancing, Accounting, Inventory Management and Management Reporting System.
- 2.8 **“Statement of Work” (SOW)** refers to a written detailed estimate of the work proposed and the number of hours that will be needed for a specific dmvFIRST technical solution requested by the agency.
- 2.9 **“Microsoft SQL”** means the data base software product developed by Microsoft.
- 2.10 **“ADO or CDO”** means Agency Delivery or Centralized Delivery Order that will be generated based on approved SOW’s for services.

Celtic Response: Celtic has read and understands definitions in this RFQ.

3. GENERAL REQUIREMENTS:

- 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
- 3.1.1 Vendor’s primary representative will be required to work directly with the Agency dmvFIRST System Administrator for the duration of this contract. Prior to commencing any work under this contract, services must be approved by the Agency.
- Celtic Response:** The Celtic project manager will be working in collaboration with the Agency dmvFIRST System Administrator for the duration of this contract and ensuring the quality throughout the project duration. Celtic will follow the change management process for approval prior to commencing any work under this contract, and services.
- 3.1.2 **QUALIFICATIONS:** Vendor must currently have and must commit to maintain for the term of this contract, badged staff members experienced and qualified to support all technologies utilized in the system. Vendor should complete Exhibit C, Vendor Qualifications/References and be included with the bid package for consideration.

Celtic Response: Celtic currently has badged staff members experienced and qualified to support all technologies utilized in the system and we will maintain badges for the term of this contract.

Celtic has been a leading developer of enterprise solutions for motor vehicle administrations throughout the United States and Canada since our inception in January 4, 2003. We have implemented our solutions in multiple State and Provincial government agencies including Transportation, Revenue and Public Safety departments.

Celtic has provided its response in Exhibit C including Vendor Qualifications/References.

3.1.2.1 Vendor shall submit documentation upon request for all employees that may be assigned to work on the Agency system. These employees will be required to submit fingerprints for background investigation performed by the Agency. The Agency reserves the right to approve all staff members assigned to perform contract services.

Celtic Response: Celtic will provide fingerprint cards of assigned employees for background investigation performed by the Agency as required.

3.1.2.1.1 Vendor must supply contact information for staff members assigned to agency system. Vendor must also identify a primary contact person with telephone number and email address to receive technical support requests.

Celtic Response: Celtic will provide skilled technical support personnel for managing both business and performance aspects of the contract.

Celtic will allocate experienced staff to work at all levels assuring completion of all tasks and deliverables on schedule and satisfy WVDMV requirements.

The following pertinent skills matrix shows the motor carrier systems specific experience the Celtic team brings to this project:

Name of Individual	Position	Email	Phone
Sherri Black	Customer Support	sherri.black@celtic.bz	360-446-0089
Vijay Rajan	Technical Support	vijay.rajan@celtic.bz	623-552-3025
Maulin Patel	Technical SME	Maulin.patel@celtic.bz	623-552-3022
Kris Weaver	Operations Manager	kris.weaver@celtic.bz	480-447-6450
Nirav Shah	Solution Architect	nirav.shah@celtic.bz	623-748-0106

3.1.2.2 Vendor shall identify these staff members meeting the requirements outlined in this document.

3.1.2.2.1 Changes to staff members during the course of this contract must be approved by agency personnel and shall meet all requirements detailed in this RFQ.

Celtic Response: Celtic project manager will discuss with WVDMV project manager about adding new team member or change in the project team and

get approval of WVDMV before on-boarding the new team member.

3.1.2.3 References shall demonstrate that the vendor (or vendor's staff) meet the following minimum qualifications:

3.1.3 Vendor shall have a minimum of five (5) years of experience installing and configuring dmvFirst System or similar product. Vendor shall have experience managing at least one enterprise system.

Celtic Response: Celtic implemented the dmvFIRST system and we have been supporting it for the past 5 years. Celtic has been a leading developer of enterprise solutions for motor vehicle administrations throughout the United States and Canada since our inception in January 4, 2003. We have implemented and are providing on-going support to our solutions in eighteen States and two Provincial government agencies including Transportation, Revenue and Public Safety departments.

3.1.4 Vendor shall have a minimum of two (2) permanent badged employees on staff with programming and technical experience working with dmvFIRST or similar systems. These employees must work directly for the Vendor and may not be subcontracted employees. One of these employees must be dedicated to the DMV project. At a minimum, these employees must have three (3) years' experience working with dmvFIRST or similar systems.

Celtic Response: Celtic Systems has a total workforce of one hundred and five full-time employees and twenty consultants.

Celtic will provide experienced staff to work at all levels assuring completion of all tasks and deliverables on schedule and satisfy WVDMV requirements.

The following pertinent skills matrix shows the motor carrier systems specific experience the Celtic team brings to this project:

Name of Individual	Position	Experience with Celtic (years)	Experience with dmvFirst (years)
Kris Weaver	Operations Manager	6	5
Maulin Patel	Technical SME	9	5
Sherri Black	Customer Support	6	5
Vijay Rajan (<i>has badge</i>)	Technical Support	15	5
Nirav Shah (<i>has badge</i>)	Solution Architect	17	5

3.1.5 Vendor shall provide documentation demonstrating that at least one of these employees has extensive experience supporting dmvFirst or similar products.

Celtic Response: The following are narratives describing the specific skills and expertise that the individuals will bring to the project.

1

Name:	Vijay Rajan
Proposed project role:	Technical Lead
Education	Master's in computer applications

Specific experience relevant to project:

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Experience with Motor Vehicle Administrations	15	Mr. Vijay has extensive knowledge in the areas of IRP, IFTA, Document Management System, CVIEW, Cashiering System with end-to-end system development. Mr. Vijay has been a key player across multiple projects. Mr. Vijay is a senior technical support analyst for dmVFirst for the past five years.
Implementation Experience	15	Mr. Vijay has implemented Motor Carrier Solution for IRP, IFTA, Document Management System, CVIEW, Cashiering System in Alabama, West Virginia, Ontario, New York, D.C., Connecticut, and Alberta.

2

Name:	Nirav Shah
Proposed project role:	Solution Architect
Education	BS (CS)

Specific experience relevant to project:

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Experience with Motor Vehicle Administrations	17	Mr. Shah has 17 years designing, developing, and implementing motor carrier systems including IRP, IFTA, Permits, CVIEW, DMS, and financial applications. Mr. Shah has been the solution architect for the current dmVFirst solution and will continue in this role.
Reporting Experience	17	Mr. Shah's responsibilities include interaction with the client, client site visits, and coordination with the development team.
Experience with Support and	17	Mr. Shah oversees the technical enhancement and maintenance of the

Maintenance		IRP, IFTA, Permits, CVIEW, DMS, and financial applications for eighteen (18) jurisdictions
-------------	--	--

3.1.6 Vendor shall have documented experience with programming dmvFIRST or similar systems which utilize custom script tools, software customization and reporting. The Vendor shall submit documentation of installations where this capability was used.

Celtic Response: Celtic is a current vendor of West Virginia – Division of Motor Vehicles project is a web-based solution for:

- dmvFirst Cashiering
- IRP
- IFTA Licensing
- IRP / IFTA Audit

West Virginia Division of Transportation project included multiple products to be delivered as an integrated solution using a common customer approach.

Celtic performed a requirements verification session to drive out the Requirement Traceability Matrix (RTM) and validated the Celtic COTS IRP product with the State business resources to drive out the Product Verification Document (PVD).

The PVD was then used by the development team to configure and customize the product to meet the State requirements and maintain compliance with IRP, IFTA, PRISM and the Clearinghouse. Celtic performed system integration testing and delivered the solution for user acceptance testing and transition to production.

The system was implemented as per the project plan and was within the allocated budget.

Celtic currently supports and maintains the integrated solution for West Virginia and will continue to support the solution in the new contract.

Celtic has successfully implemented motor carrier products in multiple jurisdictions with ongoing support.

3.1.7 The vendor must have demonstrated experience with making system generated web calls to 3rd party systems that return data that is incorporated into processing.

Celtic Response:

Celtic has extensive proven experience interfacing with various internal and external systems including VINTelligence (replacement of VINA), NADA, Address Verification, Financial, Vehicle Title and Registration, Driver license, IRP, IFTA, CVIEW, state GIS data in multiple jurisdictions throughout the US and Canada. This means that you can keep all the

functionality that has already been modernized in your current systems and rest assured that Celtic can craft and deliver the requisite interfaces and hand-off protocols.

Included in the Celtic CMCS solution for dmvFirst is our proprietary Universal Interface Controller (UIC) that provides for quick and easy interfacing to external systems. CMCS supports standard data formats including XML, JSON, CSV files, Flat files, Excel spreadsheets to query, import, export, or update data to and from external systems.

- 3.1.8** Compliance with experience requirements will be determined prior to contract award by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor’s past projects, or some other method that the State determines to be acceptable. Vendor should provide a current résumé which includes information regarding the number of years of qualification, experience and training, and relevant professional education for each individual that will be assigned to this project. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission but may be requested after bid opening and prior to contract award.

Celtic Response: Celtic has been a leading developer of enterprise solutions for motor vehicle administrations throughout the United States and Canada for over eighteen years since our inception in 2003.

Celtic has successfully implemented motor carrier products in multiple jurisdictions with ongoing support as described in the table below:

Jurisdiction	IRP System	IFTA System	IRP/IFTA Audit	CVIEW System	PRISM & CVISN Compliant	Hosting Option
Montana	✓	✓	✓	✓	✓	Azure
Alabama	✓	✓	✓	✓	✓	
West Virginia	✓	✓	✓	✓	✓	
Iowa	✓	✓	✓	✓	✓	
Arkansas	✓	✓	✓		✓	
South Carolina	✓	✓	✓		✓	
Wyoming	✓	✓	✓	✓	✓	
Georgia	✓		✓	✓	✓	
Kansas	✓		✓		✓	
New York	✓		✓		✓	
Pennsylvania	✓		✓		✓	
Idaho	✓		✓	✓	✓	Azure
Ontario	✓				N/A	
District of Columbia	✓		✓	✓	✓	

Connecticut	✓		✓		✓	
Ohio	✓		✓		✓	
Alberta	✓		✓		N/A	Azure

The following pertinent skills matrix shows the motor carrier systems specific experience the Celtic team brings to this project:

Name of Individual	Position	Experience with Celtic (years)	Experience with dmVFirst (years)
Maulin Patel	Technical SME	9	5
Sherri Black	Customer Support	6	5
Vijay Rajan	Technical Support	15	5
Nirav Shah	Solution Architect	17	5

The following are narratives describing the specific skills and expertise that the individuals will bring to the project.

1

Name:	Maulin Patel
Proposed project role:	Technical SME
Education	BA

Specific experience relevant to project:

Topic	Total years of relevant experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Experience with Motor Vehicle Administrations	17	Mr. Chatterjee has 17 years of experience in projects for the Motor Vehicle Services (MVS) product lines, including Permitting and Automated Routing, IRP, IFTA, CVIEW, and Fuel & for sixteen (16) Jurisdictions in the United States and two (2) provinces. Mr. Chatterjee is a senior QA analyst for dmVFirst for the past five years.
Reporting Experience	12	Mr. Chatterjee has experience in leading project initiatives, coordinating resources and staff involvement, providing oversight and direction and ensuring project completion.
Experience with Support and Maintenance	8	Manage/address issues and concerns arising during the design and development of the documented requirements. Works closely with developers and

		testers to ensure requirements and functional designs are translated accurately into working technical designs and that test plans and scripts serve customer needs
QA Experience	12	Assists in developing test scenarios, test scripts and proactive identification of additional documentation needs. Responsible for all types of QA processes.

2

Name:	Sherri Black
Proposed project role:	Functional SME / Customer Support
Education	BA

Specific experience relevant to project:

Topic	Total years of relevant experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Experience with Motor Vehicle Administrations	20	Ms. Black has over 20 years of experience as an SME, Trainer, and Customer Support. She has extensive knowledge in the areas of CVIEW, IRP, IFTA, Audits, and Operating Authority Solutions. Ms. Black is a senior support analyst for dmVFirst for the past five years.
Reporting Experience	16	Ms. Black works primarily on implementation and support for state government applications.
Experience with Support and Maintenance	16	Manage/address issues and concerns arising during business operations. Works closely with business users (customer) and development team to ensure requirements are translated accurately into the working product/functionality. Ms. Black provides Customer support for our systems in West Virginia, Idaho, and Wyoming
Training Experience	16	She has extensive experience in developing training documentation and

		proactive identification of additional documentation needs. She trains stakeholders and end-users on how to use the systems.
--	--	--

3

Name:	Vijay Rajan
Proposed project role:	Technical Support
Education	Master's in computer applications

Specific experience relevant to project:

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Experience with Motor Vehicle Administrations	15	Mr. Vijay has extensive knowledge in the areas of IRP, IFTA, Document Management System, CVIEW, Cashiering System with end-to-end system development. Mr. Vijay has been a key player across multiple projects. Mr. Vijay is a senior technical support analyst for dmvFirst for the past five years.
Implementation Experience	15	Mr. Vijay has implemented Motor Carrier Solution for IRP, IFTA, Document Management System, CVIEW, Cashiering System in Alabama, West Virginia, Ontario, New York, D.C., Connecticut, and Alberta.

4

Name:	Nirav Shah
Proposed project role:	Solution Architect
Education	BS (CS)

Specific experience relevant to project:

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Experience with Motor Vehicle Administrations	17	Mr. Shah has 17 years designing, developing, and implementing motor carrier systems including IRP, IFTA, Permits, CVIEW, DMS, and financial applications.

		Mr. Shah has been the solution architect for the current dmvFirst solution and will continue in this role.
Reporting Experience	17	Mr. Shah's responsibilities include interaction with the client, client site visits, and coordination with the development team.
Experience with Support and Maintenance	17	Mr. Shah oversees the technical enhancement and maintenance of the IRP, IFTA, Permits, CVIEW, DMS, and financial applications for eighteen (18) jurisdictions

Celtic will provide any additional documentation requested by the State to assist in confirmation of compliance with this provision.

- 3.1 dmvFIRST Software:** Vendor shall provide licensing for dmvFIRST software that is utilized by the Agency. This includes yearly fees paid to the software owner for software license support and continuing access to the maintenance and upgrades for the dmvFIRST System shall be detailed in Exhibit A – Pricing.

Celtic Response: Celtic's Exhibit A pricing includes a perpetual license fee for dmvFirst software. The license is valid for the use of State Agency for the term of this contract.

- 3.1.1** If a reinstatement fee is required due to dropped maintenance/support this should be included in Exhibit A – Pricing.

Celtic Response: Celtic's Exhibit A pricing includes a final cost of maintenance/support. There is no additional cost for reinstatement due to dropped maintenance/support.

- 3.2 Professional Services Requirements and Deliverables:** To provide hours for dmvFIRST Professional Services based on an approved SOW and the established contract hourly rates. A SOW will be created to establish a contract delivery order for each agency request. Hourly rates and professional roles used in the SOW shall be detailed in Exhibit A: Pricing.

Celtic Response: Celtic's Exhibit A pricing includes the hourly rate for professional roles used in the SOW.

Celtic proposes a very well-structured and production proven change management process to establish a contract delivery order for each agency request.

The objective of change management is to ensure that all changes are assessed, approved, implemented, and reviewed in a controlled manner. In order to achieve this Celtic will align to the WVDMMV's existing change management process.

- 3.2.1** Vendor MUST bid hourly rates which will be used to perform system enhancements, upgrades, implementation, analysis, and project planning. For

all project tasks.

3.2.1.1 Work performed **MUST** be invoiced monthly and include documentation of work completed for the hours being billed.

Celtic Response: Celtic's Exhibit A pricing includes a blended hourly rate to perform system enhancements, upgrades, implementation, analysis, and project planning. For all project tasks.

All change requests will follow an approval of CCB. All change requests from WVDMV will be incorporated in appropriate documents such as requirement specifications, estimation work sheet, design documents, test plans, test cases, and release documentation.

Once changes are released to production, Celtic will invoice for the change including the change request approval document.

3.2.2 Vendor **MUST** meet with Agency personnel to develop a Statement of Work (SOW). Success of the dmvFIRST system is dependent on the Vendor's understanding of the Agency business practices and procedures. The Vendor will be required to work with Agency subject matter experts. This may involve conducting interviews and observing work being performed. The Vendor **MUST** utilize this understanding of the Agency work processes to implement document management and workflow technologies and to develop, recommend and execute processes that optimize business efficiency through process improvement.

Celtic Response: Every change request from WVDMV is incorporated in appropriate documents such as requirement specifications, estimation work sheet, design documents, test plans, test cases, and release documentation. Celtic maintains a traceability matrix that maps each document section to the corresponding source code section for easy reference and tracking. Celtic will use source control tools to manage and track changes.

Further, Celtic also uses its integrated incident tracking system to log all the requirement changes. For each of the requests, the estimation, approach, traceability, risk assessment, coding and testing controls will be documented. The impact on schedule will be updated in the Project schedule in MS-Project.

3.2.2.1 Each SOW must be mutually approved by both the Agency and Vendor prior to any work being performed.

Celtic Response: Any change to the baselined requirement will need to go through a CR process. The Change request form will be submitted by the WVDMV project manager to Celtic project manager. Celtic will do an analysis of the change and provide a solution along with the estimates. The populated CR form with Celtic response will be shared with the WVDMV PM. The Change request will be tabled in the CCB meeting. Upon approval of the CR, the process for implementing the change would be initiated.

3.2.2.2 Each SOW must include specific requirements that will be reviewed

and agreed upon by the Vendor and Agency.

- 3.2.2.2.1** The requirements will serve as the final check off for the agency to review prior to certifying that the work has been completed, tested and is ready for implementation.

Celtic Response: Every change request from WVDMV is incorporated in appropriate documents such as requirement specifications, estimation work sheet, design documents, test plans, test cases, and release documentation. Celtic maintains a traceability matrix that maps each document section to the corresponding source code section for easy reference and tracking. Celtic will use source control tools to manage and track changes.

Further, Celtic also uses its integrated incident tracking system to log all the requirement changes. For each of the requests, the estimation, approach, traceability, risk assessment, coding and testing controls will be documented. The impact on schedule will updated in the Project schedule in MS-Project.

The status of each change request will be maintained in Change Request Log. The CR log will have information such as CR#, CR description, status of CR, CR cost, CCB decision etc.

- 3.2.2.3** Vendor MUST define staffing criteria in the SOW and include a not to exceed number of hours for services that will be necessary to complete the defined task. The SOW will include a detailed list of expectations and deliverables along with an anticipated time frame for completion.

Celtic Response: Celtic will deploy appropriate level of staff to work at all levels assuring completion of all tasks and deliverables on schedule, within the budget of SOW, and satisfy the requirements of this project.

Every change request from WVDMV will have an implementation schedule and supporting documents.

- 3.2.2.4** Vendor's representative will be expected to work both onsite and remotely via remote access. Any remote access must be scheduled in advance and approved by the dmvFIRST System Administrator. In addition, project personnel must be able to work flexible hours to accommodate Agency system users by providing system maintenance during hours which do not affect operations.

- 3.2.2.4.1** It will be at the Agency's discretion to require onsite or offsite services for each project. This requirement will be discussed prior to the development of the SOW.

Celtic Response: Celtic agrees to on-board resources that will be expected to work both onsite and remotely via remote access and any remote access must be scheduled in advance and approved by the dmvFirst System

Administrator. Celtic project personnel will be able to work flexible hours to accommodate Agency system users by providing system maintenance during hours that does affect operations.

Celtic project manager will work with WYDMV project manager to discuss and identify requirement of onsite or office service for the SOW.

3.2.2.5 Vendor MUST provide Agency with detailed system documentation for all changes, modifications or enhancements that are performed on the dmvFIRST system.

Celtic Response: Every change request from WYDMV is incorporated in appropriate documents such as requirement specifications, estimation work sheet, design documents, test plans, test cases, and release documentation.

Celtic provide a robust browser-based incident tracking system – **Celtic Jira Service Desk (CJSD)**, which allows any reported incidents to be tracked, prioritized and addressed in a timely manner

3.2.2.6 When necessary, Vendor MUST collaborate with the Agency and other 3rd party subject matter experts/software manufacturers on strategic planning to ensure continued future system operability.

Celtic Response: The regular meeting (Bi-Monthly or agreed upon frequency) will be scheduled to assess, prioritize, plan, approve, and implement changes. It will recommend the way forward following a thorough assessment of changes, both from the business and technical perspectives, including impact, benefits, criticality, and prioritization. The Change Control Board (CCB) will be responsible for change release planning and communication of changes to stakeholders.

3.2.2.7 If a 3rd party consultant is required, the Vendor will be authorized to contract for these services on behalf of the Agency with prior authorization. The Agency reserves the right to approve all 3rd party personnel. The Vendor will be authorized to bill for services incurred on behalf of the Agency. Such services MUST be detailed in a separate SOW and approved by Agency personnel.

Celtic Response: Celtic understands that if any 3rd party consultant is required, Celtic will get approval from the State Agency. Celtic will be authorized to bill for services incurred on behalf of the Agency in a separate SOW as approved by Agency personnel.

3.2.2.8 Vendor MUST work with Agency personnel to comprehensively test proposed modifications to the dmvFIRST system prior to introducing such changes into the production environment. Agency does maintain a test data source. Vendor shall be responsible for making sure it is synchronized with production system for testing purposes. Services

shall not be invoiced or approved for payment, until such services have been accepted and approved by appropriate Agency personnel. Vendor shall submit a written report of test results and allow a minimum of two weeks for agency testing. Agency will approve and confirm that results have been approved for payment.

Celtic Response: Celtic has proven track record in performing the QA activities for large complex projects implemented to the enhancements in existing implementations.

Following are our overall testing approach for any change to the system:

- Unit Testing - of the out-of-the box functionality which has been customized or configured. New functionality or Interfaces developed to fit the WVDMMV's requirements. Unit Testing will make sure that the new developed code is tested properly before start of System Testing. Help to identify issues in early in project phase.
- System Integration testing (SIT) Release - Celtic testers will test the system after all sub-modules and third-party interfaces has been integrated.
- UAT Deployment will be done upon acceptable test results from the system integration testing.
- Production Deployment will be done after UAT sign-off. UAT team will validate the system functionality base on the test scenarios and scripts.

3.2.2.9 Listed below are SOWs that may be developed from the resulting contract. The successful vendor shall have staff that are trained and capable of providing the following services.

3.2.2.9.1 Develop an agency plan for current and future initiatives.

3.2.2.9.2 Modify system software to accommodate fee changes in response to Legislation.

3.2.2.9.3 Modify system software to add a newly created motor vehicle license plate class.

Celtic Response: Celtic has and will on-board skilled support personnel for managing both business and performance aspects of the contract.

Celtic will perform the following activities as part of our services:

- Develop an agency plan for current and future initiatives
- Modify system software to accommodate fee changes in response to Legislation

- Modify system software to add a newly created motorvehicle license plate class
- Continuous improvement to the system

3.3 System Support and Maintenance

3.4.1.1 Vendor must provide technical support for all aspects of the dmvFIRST system.

Celtic Response: Celtic will provide technical support for all aspects for the dmvFIRST system including support for dmvFIRST WebSphere application server configuration. Throughout the Term of the Agreement, WVDMMV, and Celtic will rely on the Service Level Agreement (SLA) document to manage the system solution service levels. Celtic will assist WVDMMV to meet the following business objectives:

1. Establish consistent service levels for on-going Support and Maintenance that reflect the business needs for the duration of the support and maintenance Agreement.
2. Ensure the security of the WVDMMV confidential data is always maintained.
3. Establish good communication and a good working/business relationship.

The SLA will form the basis for establishing how we work together to ensure and monitor the quality of the services provided by Celtic and is expected to be a “living” document in that it may be modified, as required, and agreed to by WVDMMV and Celtic throughout the term of the Agreement.

3.4.1.2 Vendor MUST proactively work to avoid system operational issues and to identify and resolve possible system performance issues. In the event issues are identified, the Vendor MUST work with Agency personnel to recommend and implement of corrections.

Celtic Response: Throughout the project and during system support and maintenance we provide a robust browser-based incident tracking system, which allows any reported incidents to be prioritized and addressed in a timely manner. When an incident is reported, an email is automatically sent to the required project personnel for action and resolution. In this way, management is fully aware of all incidents and their status at any given time. Statistics produced from the incident tracking repository will also provide management with information regarding incident reporting versus incident resolution to ensure appropriate staff allocation for incident resolution.

Support and Maintenance management requires defining, following, and monitoring at various levels, Level 1 (L1), Level 2 (L2) and Level 3 (L3) support.

Level 1 Support:

The L1 support through our incident tracking system.

Level 2 Support:

Celtic will provide a dedicated technical support personnel for managing both business and performance aspects of the contract.

Celtic will perform the following activities as part of L2 support:

- Provide a quick First-Level Resolution (FLR)
- Compliance to the response time
- On-time routing of the required incidents
- Resolving common incident types quickly using issue resolution procedures
- Reporting results of root cause analysis to identified stakeholders within defined timeframes for priority incidents
- Prepare status report and attend a monthly service review meeting

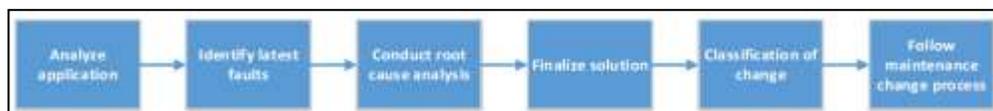
Level 3 Support:

- When no resolution found at L2 support the Celtic team and WVDMV team will work together to resolve issues that may involve the WVDMV network.

3.4.1.2.1 Vendor MUST also provide for on-going maintenance and support for the Agency system to ensure continued system functionality and net worthiness. This may include but not be limited to installation of software updates (i.e., Java) to address released/published security vulnerabilities.

Celtic Response: Celtic will perform on-going maintenance and support of components after delivery to improve performance or maintainability. This will include patches and software upgrades, performance enhancements, etc.

The following is a high-level process flow for Perfective Maintenance.



Celtic will regularly perform analysis of the applications for performance bottlenecks and security vulnerabilities using industry-standard tools. The findings from these tools will be analyzed and presented to WVDMV for possible permanent fixes.

3.4.1.3 Vendor MUST advise Agency personnel on potential system upgrades, enhancements, and maintenance.

Celtic Response: Celtic will work with the agency to come up with a matrix that will help determine deployment frequency. The matrix will consider various factors such type of fix (hot fix / new features/ product upgrade/ maintenance release), severity, priority of the defect or functionality to come up with the release frequency.

Here is a typical matrix. This may vary for WVDMV.

	Severity	Priority	Frequency	Duration
Hot fix	High	High	Immediate	1 Hr.
New Features	Medium	High	Quarterly	4-6 Hrs.
System Upgrade	Medium	Medium	Depends on Road map	8-24 Hrs.
Maintenance Release	Medium	Medium	Monthly	2 Hrs.

Celtic will follow strong change management process to deploy changes in Production environment. New releases will be deployed to production during Off business hours.

3.4.1.4 Vendor MUST provide for both onsite and off-site technical support for the dmvFIRST system. Hours spent on technical support may be billed on an as needed basis with prior approval from DMV.

Celtic Response: Celtic has and will on-board skilled support personnel for managing both business and performance aspects of the contract.

Our team will work with the WVDMV on a remote basis from our office in Scottsdale, AZ to carry out the project as planned. Celtic will on-board on-site technical support based on mutual agreement of Celtic and WVDMV project managers and approval of WVDMV project manager.

Celtic will bill for hours spent on technical support on an as needed basis with prior approval from WVDMV.

As a part of our support and maintenance process, Celtic follows a service level agreement documenting its assurance to provide all necessary ongoing service, support, configurations, system changes, maintenance, issue resolutions, and error corrections.

3.4.1.5 Vendor MUST be available between the hours of 8:00 a.m. and 5:00 pm Monday through Saturday, Eastern Standard time, excluding WV State and Federal Holidays. (see Exhibit B) Vendor MUST also be available on an “On Call” basis in case of emergencies after normal business hours.

Celtic Response: Celtic will provide support for the dmvFirst solution between the hours of 8:00 am to 5:00 pm from Monday to Saturday, Eastern Standard time, excluding WV State and Federal Holidays.

Severity 1 critical incidents that require support outside of the support window will be handled as on-call support.

3.4.1.5.1 Vendor MUST provide emergency services in the event of a system failure or any emergency. The Agency is a 24 hour per day/7 day a week operation; as a result, the system must be operational at all times. The Vendor will be authorized to bill for emergency services based on an hourly rate. Any work performed on an emergency basis must be approved and coordinated by Agency personnel.

Celtic Response: For Severity 1 critical incidents outside of this window Celtic will provide support through the Celtic on call 24X7 support desk.

Celtic assures that dmvFirst Solution will be available within an agreed upon recovery window. We have preliminarily identified a 4-hour maximum recovery window for an unplanned operational disruption called Simple Outages and a 24-hour system recovery window for a catastrophic disaster called Minor Catastrophes affecting the data center. The Major Catastrophes recovery window will be dependent on the nature of catastrophe and Celtic will review and work with the WYDMV to identify the recovery window. Celtic is committed to providing the best possible experience to our customers and will give its best effort to recover the system.

3.4.1.6 Vendor MUST perform weekly operational monitoring and inspection of the Agency dmvFIRST system and shall ensure that procedures are implemented to perform system backups and restoration.

Celtic Response: As a part of our support and maintenance process, Celtic shall follow a service level agreement to provide all necessary ongoing service, support, configurations, system changes, maintenance, monitoring, issue resolutions, error corrections, system back-ups, and restoration.

Support and Maintenance management requires defining, following, and monitoring at various levels, Level 1 (L1), Level 2 (L2) and Level 3 (L3) support.

Level 1 Support:

The L1 support through our incident tracking system.

Level 2 Support:

Celtic will provide a dedicated technical support personnel for managing both business and performance aspects of the contract.

Celtic will perform the following activities as part of L2 support:

- Provide a quick First-Level Resolution (FLR)
- Compliance to the response time
- On-time routing of the required incidents
- Resolving common incident types quickly using issue resolution procedures
- Reporting results of root cause analysis to identified stakeholders within defined timeframes for priority incidents
- Prepare status report and attend a monthly service review meeting

Level 3 Support:

When no resolution found at L2 support the Celtic team and WVDMV team will work together to resolve issues that may involve the WVDMV network.

4. CONTRACT AWARD:

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

Celtic Response: Celtic has read and understands the contract award procedure of WVDMV.

5. DUTIES AND RESPONSIBILITIES OF THE AGENCY:

- 5.1. Ordering Procedure:** Agency will issue a Statement of Work (SOW) for the successful vendor to provide a not to exceed price for services provided under this contract. The agency will utilize this to create an Agency Delivery Order (ADO) or Central Delivery Order (CDO). This process will also be utilized for any new licenses being purchased under this contract.

Celtic Response: Celtic has read and understands the ordering procedure of WVDMV.

- 5.2. Pricing Page:** Vendor should complete the Pricing Page by supplying rates as listed. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

Celtic Response: Celtic will complete the pricing page by supplying rates as listed. Celtic understands that failure to complete the pricing page in its entirety may result in disqualification. Celtic understands that we have to submit the pricing through wvOASIS, if available or as an electronic document.

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already

included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the delivery orders that may be issued against this Contract.

Celtic Response: Throughout the Term of the Agreement, WVDMV, and Celtic will rely on the Service Level Agreement (SLA) document to manage the system solution service levels.

Celtic will assist WVDMV to meet the following business objectives:

1. Establish consistent service levels for on-going Support and Maintenance that reflect the business needs for the duration of the support and maintenance Agreement.
2. Ensure the security of the WVDMV confidential data is always maintained.
3. Establish good communication and a good working/business relationship.

The SLA will form the basis for establishing how we work together to ensure and monitor the quality of the services provided by Celtic and is expected to be a “living” document in that it may be modified, as required, and agreed to by WVDMV and Celtic throughout the term of the Agreement.

7. **PAYMENT:** Agency shall pay an hourly rate for services, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Celtic Response: Celtic will invoice WVDOT for any change requests as and when they are due. For dmvFirst System support and maintenance, Celtic will invoice WVDMV each year at the beginning of the contract period.

8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor’s bid, but such costs will not be paid by the Agency separately. (see note above on what to do about travel).

Celtic Response: Celtic shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract for each specific SOW.

9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency’s facilities. If access cards and/or keys are required:

- 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

Celtic Response: Celtic will provide a dedicated technical support personnel for managing both business and performance aspects of the contract. Celtic will provide details of our technical support personnel to WVDMV to grant access cards and/or keys to perform service.

- 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

Celtic Response: Celtic's internal security policies ensures security of our customer's assets. Celtic understands and agree to pay replacement fee, if the cards or keys become lost or stolen.

- 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

Celtic Response: Celtic principal service personnel and/or the project manager will notify Agency immediately after conclusion that card, or key is missing.

- 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

Celtic Response: Celtic understands and will comply to Agency's security protocol and procedures.

All Celtic employees have been e-verified through our payroll processing partner. We check references provided by new employees to check for employment dates and ask prospective employees if they have previous criminal background. We have an enterprise-wide workplace security policy that is signed by all our employees as part of our employee agreement.

We have provided personnel fingerprint cards for all our employees to multiple jurisdiction law enforcement agencies for background checks and over the course of our 18 years in business we have never had a background check rejected nor have we ever had any issues incidents of inappropriate disclosure of personally identifiable information.

- 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

Celtic Response: We have an enterprise-wide workplace security policy that is signed by all our employees as part of our employee agreement. All Celtic staff will be informed of the Agency's security protocol and procedures.

10. VENDOR DEFAULT:

- 10.1. The following shall be considered a vendor default under this Contract.

- 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2. Failure to comply with other specifications and requirements contained herein.
- 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4. Failure to remedy deficient performance upon request.

Celtic Response: Celtic has read and understands a vendor default conditions under this contract.

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

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

Celtic Response: Celtic has read and understands a remediation conditions under this contract.

11. MISCELLANEOUS:

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

Contract Manager: [Kris Weaver](#)

Telephone Number: [480-447-6450](#)

Fax Number: [480-991-4200](#)

Email Address: contact@celtic.bz, kris.weaver@celtic.bz

EXHIBIT A - PRICING PAGE

TOTAL INSTALLATION & DELIVERY COST				
LOCATION -DMV 5707 MacCorkle Ave. SE, Charleston, WV 25304				
Item Number	QTY	Description	Unit Price	Extended Price
3.2	1	Software modules, hardware, and services needed to migrate systems and data/files, train WVDMV staff, test systems, and test all migrated data/files. (Complete ONLY if bidding equal system)	N/A	N/A
3.3	1	Software Maintenance - Initial Term (3) years	\$408,120	\$1,224,360
3.3	1	Software Maintenance Renewal #1 - Year 4	\$408,120	\$408,120
3.3	1	Software Maintenance Renewal #2 - Year 5	\$408,120	\$408,120
3.5	750	Hourly Rate for Professional Services - Initial term (3) years	\$125	\$93,750
3.5	250	Hourly Rate for Professional Services - Renewal #1 - Year 4	\$125	\$31,250
3.5	250	Hourly Rate for Professional Services - Renewal #2 - Year 5	\$125	\$31,250
TOTAL COST:				\$2,196,850

NOTE:

Celtic support costs will remain the same as previous years to include:
\$375,000 for dmvFIRST Yearly Support, and license fee and
\$33,120 for WebSphere application server configuration support

Exhibit B

State of WV List of Holidays

New Year's Day - January 1st.

Martin Luther King Day - January 15th

Presidents' Day - Third Monday of February

Primary Election Day - First Tuesday following the first Monday in May of even numbered years

Memorial Day - Last Monday of May

Juneteenth - June 19th

West Virginia Day - June 20th

Independence Day - July 4th

Labor Day - 1st Monday of September

Columbus Day - 2nd Monday of October

General Election Day - First Tuesday following the first Monday in November of even numbered years

Veterans Day - November 11th

Thanksgiving Day - Fourth Thursday of November.

Day After Thanksgiving - Friday following the fourth Thursday of November.

Christmas Eve (½ day) - December 24th

Christmas Day - December 25th

New Year's Eve (½ day) - December 31st

Holidays that fall on Saturday will be observed on the preceding Friday.

Holidays that fall on Sunday will be observed on the following Monday.

Exhibit C

Qualifications/Reference

Name: Jay Starling

Company: Alabama Department of Revenue

Experience:

Project Title: Alabama Department of Revenue Motor Carrier Solution

Project Duration: April 2007 to October 2008 with continuous support and maintenance. Modernization in April 2017 with continuous support and maintenance.

Project Details: Celtic was awarded the Alabama Department of Revenue CMCS Project that included an integrated solution for IRP, IFTA, IRP/IFTA Audit, CVIEW, Document Management System, and Learning Management System.

The system was implemented as per the project plan and was within the allocated budget.

In 2017, Celtic implemented a new version of the system consisting of modernize UI/UX with major changes to support their infrastructure upgrades.

Celtic continues to support and maintain the integrated solution for Alabama.

Exhibit C

Qualifications/Reference

Name: Bettina Naylor

Company: Montana Department of Transportation

Experience:

Project Title: ePART

Project Duration: August 2015 to on-going support.

Project Details: Montana – Department of Transportation, ePARTS Project is a hosted web-based solution for:

- IRP
- IFTA
- Permitting and Routing System
- CVIEW
- Fuel Tax
- IRP / IFTA Audit

Montana Department of Transportation e-PARTS Project included multiple products to be delivered as an integrated solution using a common customer approach.

Celtic performed a requirements verification session to drive out the Requirement Traceability Matrix (RTM) and validated the Celtic COTS IRP product with the State business resources to drive out the Product Verification Document (PVD).

The PVD was then used by the development team to configure and customize the product to meet the State requirements and maintain compliance with IRP, IFTA, CVIEW, PRISM and the Clearinghouse. Celtic performed system integration testing and delivered the solution for user acceptance testing and transition to production.

In addition, Celtic acquired the necessary hardware and software and implemented the infrastructure in our SunGard hosting facility. The system was implemented as per the project plan and was within the allocated budget.

Celtic continues to host, support, and maintain the integrated solution for Montana.

Exhibit C

Qualifications/Reference

Name: Deann Williams

Company: Kansas Department of Revenue

Experience:

Project Title: Celtic Motor Carrier and Cashiering Solution

Project Duration: January 2014 to on-going support.

Project Details: We implemented our COTS CMVS Intrastate Commercial Vehicle Registration module across 105 counties with an in-line Document Management module for collection of required registration documents. This Module forms part of our T&R system COTS product used for registration of regular motor vehicles as well as commercial vehicles. Commercial Motor Vehicle registration systems are much more complex than regular vehicle registrations due to legislated requirements for compliance, but volumes and interfaces are a lot less in number.

Volumes of data and interfaces are mainly taken care of with powerful transaction processors and powerful servers supporting a solid Service Oriented Architecture utilizing web services.

In addition, we implemented:

- The Celtic COTS browser-based training system (iLearn) for training both internal and external users on how to use the system.
- The Celtic COTS IRP System in 8 field offices and head quarter for both internal and external users.
- IRP Titling module.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Celtic Cross Holdings, Inc.

Authorized Signature: _____

Date: 1/12/2022

State of Arizona

County of Maricopa, to-wit:

Taken, subscribed, and sworn to before me this 12 day of January, 2022

My Commission expires December 11, 2022

AFFIX SEAL HERE



NOTARY PUBLIC _____

Roxane Allen
Purchasing Affidavit (Revised 01/19/2018)