



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

Request for Quotation

BFO NUMBER
 DMV110162

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 FRANK WHITTAKER
 304-558-2316

12

VENDOR



MV Solutions Inc
 2545 Wildflower Rd
 Blythehood, SC 29016

20-5422741
 803-240-9612

SHIP TO

DIVISION OF MOTOR VEHICLES
 1317 HANSFORD STREET
 CHARLESTON, WV
 25311 558-0002

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/08/2011				

BID OPENING DATE: 04/05/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		920-45		\$4,598,590.00
<p>ELECTRONIC INSURANCE VERIFICATION SOLUTION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY THE WEST VIRGINIA DIVISION OF MOTOR VEHICLES IS SOLICITING BIDS FOR THE PURCHASE, INSTALLATION, AND SUPPORT OF AN ELECTRONIC INSURANCE VERIFICATION SOLUTION PER THE ATTACHED SPECIFICATIONS,</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 03/15/2011. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF THREE (3) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE</p>						

RECEIVED

2011 APR -4 A 10:15

PURCHASING DIVISION
 STATE OF WV

SIGNATURE <i>J. Shawn Ell</i>				SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
TITLE <i>President</i>		FEIN 20-5422741		ADDRESS CHANGES TO BE NOTED ABOVE	
TELEPHONE 803-240-9612			DATE 4/1/11		

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



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FRANK WHITTAKER 304-558-2316

PROPERTY



MV Solutions Inc
 2545 Wildflower Rd
 Blythewood, SC 29016

20-5422741
 803-240-9612

SHIP TO

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<p>CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>J. Shuman</i>	803-240-9612	4/1/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	20-5422741	

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VENDOR



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SUPPLIER

DIVISION OF MOTOR VEHICLES

1317 HANSFORD STREET
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<p>WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>RFQ. NO.: DMV110162</p> <p>BID OPENING DATE: 04/05/2011</p> <p>BID OPENING TIME: 1:30 PM</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Shawn</i>	TELEPHONE 803-240-9612	DATE 4/11/11	
TITLE President	FEIN 20-5422741	ADDRESS CHANGES TO BE NOTED ABOVE	

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 803-753-9661 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Shawn Goff 803-240-9612 -----						
***** THIS IS THE END OF RFQ DMV110162 ***** TOTAL:						\$4,598,590. ⁰⁰ / ₁₀₀

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Shawn Goff</i>	TELEPHONE 803-240-9612	DATE 4/1/11
TITLE President	FEIN 20-5422741	ADDRESS CHANGES TO BE NOTED ABOVE

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

Request for Quotations
Department of Transportation
Division of Motor Vehicles

INSURANCE VERIFICATION SYSTEM
RFQ DMV110162

The West Virginia (WV) Department of Transportation, Division of Motor Vehicles (DMV), hereinafter referred to as "DMV", is soliciting bids for the purchase, installation and support of an electronic Insurance Verification Solution, hereinafter referred to as "IVS". A contract will be awarded to the lowest, responsive bidder meeting all mandatory bid qualifications contained in this Request for Quotation for a three (3) year term with options to renew such contract for two (2) additional one (1) year periods.

Mandatory Requirements

Mandatory requirements included herein are intended to establish the minimum bid qualifications and contract performance requirements, including functionality and processes for operation and support of the new IVS. Any specification containing the word "**must**", "**shall**" or "**will**" are mandatory. Systems and services being proposed must meet all mandatory requirements. Failure to meet any mandatory requirement shall result in disqualification of the bid.

The vendor with the lowest bid meeting minimum qualification and experience criteria **will** be required to conduct an on-site demonstration of the proposed IVS in the offices of DMV located in Charleston, WV on a day and time to be determined following the bid opening to ensure the proposed system meets all mandatory specification and functionality requirements. All mandatory system functionality requirements **must** be available within the Vendor's proposed system, at the time of bid submission. (It is understood that there are requirements which are dependent on DMV's input, such as DMV system interfaces). Systems with mandatory functionality that is pending but not fully operational **will** be disqualified. Should it be determined that the system proposed by the lowest bidder fails to meet all mandatory requirements, the second lowest bidder **will** be contacted to demonstrate its proposed system and so on. Vendors **will not** be permitted to change or append bids after bid opening. Once compliance with mandatory bid qualification requirements has been established, the contract **will** be awarded to the lowest, responsive bidder.

Part 1.0 CURRENT PROCEDURAL ENVIRONMENT

The Division of Motor Vehicles (DMV) is responsible for the verification of valid insurance coverage on motor vehicles. This is checked when motorists register their vehicles; renew their tags (either annually or biennially,) when applicants for learner's permits or standard driving licenses prepare for testing, and other, event-driven points. Additionally, WV law enforcement entities require proof of insurance during traffic stops, crashes, and certain check-point occasions. This process is strictly manual, with no way for either entity to definitely verify that continuous auto liability insurance is in place.

West Virginia law requires all registered motor vehicles to be insured. The minimum amount of coverage required is \$20,000 for one accident, one injury, \$40,000 for one accident, two or more injuries, and \$10,000 for property damage. All vehicle insurance policies must be issued by a company licensed to sell

HOW THE DMV VERIFIES INSURANCE COVERAGE: The Division verifies insurance information provided at the time of registration. The verification of insurance may be conducted at any time during the registration year. If owners receive a notice, they are required to send back proof of coverage. Failure to do so results in the suspension of the owner's driver's license and revocation of the applicable registration plate.

IF OWNERS CANCEL INSURANCE: Owners must bring or mail in the license plate to the Division and fill out a notice of insurance cancellation. The Owner's Notice of Cancellation (WV-4C) may be brought in to any DMV location or mailed to the Division.

ALL CURRENTLY REGISTERED VEHICLES ARE SUBJECT TO VERIFICATION: If a vehicle with a valid license becomes inoperable, or out of use for any reason, owners must maintain insurance or complete a WV-4C form and return the plate to DMV.

SEASONALLY USED VEHICLES: Insurance coverage is required for any motorcycle, or antique vehicle, used only during certain portions of the year. Such vehicles are required to be insured for the time they are used. The owner may be required to show proof of insurance for the time the vehicle is used. During the time the vehicle is stored owners must complete a (WV-4B) Seasonal Statement of Insurance and submit it to the Division.

THE PENALTIES FOR LACK OF INSURANCE ARE STRINGENT: Several penalties are in place for motorists who fail to present proof of insurance during the vehicle's initial registration, registration renewal transactions, verification checks, or are found driving without insurance by any law enforcement agency. These administrative penalties affect their vehicle registration, as well as their driver's license. This does not include any criminal penalties that could result from a conviction in a Court of Law. Criminal penalties include fines and jail time and have no bearing on the administrative penalties. Dismissal of the ticket through the court system does not release owners from any obligation to provide insurance to the Division, upon request.

REVOCAION OF VEHICLE REGISTRATION: Failure to show proof of insurance will result in revocation of the registration of the vehicle. The reinstatement fee is \$100, plus proof of insurance. If the Division sends a state police secure order on the plate, an additional fee of \$50 will be assessed.

SUSPENSION OF DRIVER'S LICENSES: Failure to show proof of insurance during a notice for verification of coverage will result in driving privileges being suspended. If a law enforcement officer or insurance company reports the operation of a vehicle without insurance, the applicable license will be suspended. There is no provision in the Motor Vehicle Code for a driving permit during a suspended period. Proof of insurance must be shown, on demand, regardless of vehicle ownership.

Part 1.1 NEW LEGISLATIVE VERIFICATION PROCEDURES

Pursuant to Senate Bill 394, passed on March 13, 2010, the West Virginia (WV) Department of Transportation (DOT), Division of Motor Vehicles (DMV), was authorized to use an electronic insurance verification system to identify uninsured non-commercial motor vehicles, providing that any rules promulgated by the DMV Commissioner pertaining to such a system, be consistent with the Insurance Industry Committee for Motor Vehicle Administration Model (IICMVA.)

The new Insurance Verification Solution (IVS) shall be made accessible to both the DMV and Law enforcement entities, such as the West Virginia State Police (WVSP.) The new system will be made available in the twenty-three (23) existing Regional Offices, two (2) satellite locations, and municipalities throughout the State, via a web-based interface. The solution must be accessible for:

- 1.1.1 Regional Offices, at the Point-of-Sale and applicable back office areas.
- 1.1.2 Database matching, on a pre-determined timeframe (weekly, monthly) as noted elsewhere in this RFQ.
- 1.1.3 Law Enforcement and the Judiciary, based on the license plate number.

Part 2.0 CURRENT OPERATING ENVIRONMENT

The DMV's systems are housed on the State's Mainframe (IBM z/OS Version 1.9), in both VSAM (Vehicle Database) and DB2 (Driver's Database.) The connectivity currently used at all the Regional Offices are a minimum of T1 lines, with one (1) satellite office utilizing DSL. West Virginia law enforcement personnel utilize the NLETS/WEAPONS system, in addition to the VSAM and DB2 databases previously noted.

Part 3.0 BID QUALIFICATION AND CONTRACT PERFORMANCE SPECIFICATIONS

3.1 General Requirements

This contract **shall** provide the DMV an IVS solution with technical support, installation, and training. The State is mandating the use of an Open Source Technology which **must** allow for integration with existing and future information systems, maximizing the DMV's ability to utilize and transmit data electronically to other entities, including the State's Mainframe Vehicle database. Well-defined industry and de facto standards **shall** apply, in the areas of operating systems, communications, and storage.

Vendors shall be subject to the requirements for REAL ID regulations, specifically those pertaining to background checks and security mandates regarding personnel, with supporting documentation provided, as required. The Real ID rules are found in the Code of Federal Rules (CFR) at 6 CFR, Part 37. The privacy language is found in WV Code §17D-2A-6a-d(3) and (f)(5).

Qualifications & Other Requirements:

- 3.1.1 Vendor **must** have a minimum of two (2) successful installations, within the last five (5) year period and/or are currently maintaining the system being bid in other comparable work environments. Vendor should provide within 48 hours of request, names of businesses, contact person name, email address and phone number, initial system installation date, and description of services. These references **must** be active companies, with business contacts who are still employed by their respective companies.
- 3.1.2 Be solely responsible for all work performed under the contract and **shall** assume Prime Contractor responsibility for all services offered, and products to be delivered, under the terms of this contract.

3.2 Scope of Work

The system **must** provide the following features and functionality:

- 3.2.1 The IVS **must** handle both event-based and on-going verification requests, on a 24x7 basis, to accommodate law enforcement enquiries.
- 3.2.2 Vendor's solution **must** offer broadcast capabilities; however this **will** not be the primary method of verification.
- 3.2.3 The IVS **must** follow the IICMVA model and the requirements of Senate Bill 394.
- 3.2.4 Successful vendor **will** receive a one-time initial load tape with all current registration records. This will provide a comprehensive data dump of valid registration information at DMV. (Currently, DMV supports 3490 [18 & 36 track] tape.)
- 3.2.5 Annually, the Vendor **shall** purge the database of inactive records, based on the DMV's Business Rules. This is intended to keep the population of the Vendor's database limited to the most current registration records, and avoid the storage of outdated information.
- 3.2.6 The proposed system **must** update its database every twenty-four (24) hours, with the most current information transmitted from the DMV.
- 3.2.7 Vendor's solution **must** provide the most current status for verification, with a response of "confirmed" or "unconfirmed" regarding the indication of coverage. Response time to such queries **shall** be no longer than five (5) seconds. If unconfirmed due to data irregularities, this should be indicated in the response, based on the IICMVA's "Standard for Reason Codes." (See ATTACHMENT A.)
- 3.2.8 The proposed system **must** update its database every twenty-four (24) hours, guaranteeing that the most current information from Insurance Carriers' databases, validating "confirmed" or "unconfirmed" responses, is available each day.
- 3.2.9 Vendor will provide the method of cataloguing and confirming reason codes, based on DMV business rules, in conjunction with IICMVA standards per Attachment A. DMV **will** establish reason code indicator criteria, based on inquiry circumstances, as noted in DMV's business rules found on page 2 of this RFQ.
- 3.2.10 The Vendor's proposed system must provide the functionality for DMV-authorized employees to check insurance verification **without** triggering a notice from the Vendor to the motorist; allowing the DMV to correct data entry errors which may exist in the system as it is updated.
- 3.2.11 The Vendor **shall** provide a database for population with West Virginia motorists' coverage and vehicle registration/ownership data, which **shall** include all data elements contained in the example in ATTACHMENT B.
- 3.2.11.1 This database **shall** link with DMV's Vehicle Database to ensure completeness and accuracy of both owner data, and insurance coverage. (ATTACHMENT B is an example of the type of screen DMV envisions being made available through the proposed system. The information requested is subject to alteration, should the Vendor's solution offer more detail, or ease of use.)
- 3.2.12 This solution **must** provide a web interface for DMV's Administrators and users, as well as an interface with law enforcement officials via the "WEAPONS" system. This interface must be developed in cooperation with the West Virginia State Police.

- 3.2.13 Vendor **must** provide a solution for smaller insurance entities doing business in West Virginia (carriers with 500 policies, or less.) This **shall** include options such as accepting Excel spreadsheets from smaller companies, and then integrating the information into the Vendor's IVS system.
- 3.2.14 Vendor **shall** be responsible for all mailing costs associated with insurance verification and follow-up checks, as required by DMV's business rules. All costs associated with the mailing **will** be included in the Annual Subscription cost on the pricing page. Estimated mailings per year is 210,000, however, this is an estimate only and the actual numbers could be more or less due to the lack of history for this project.
- 3.2.14.1 If mail, sent to the owner's name and address of record, is returned to the Vendor as undeliverable, the Vendor **will** provide a list of these names and addresses to the DMV, in an electronic format, **including the dates** notices were mailed, for follow-up research.
- 3.2.15 Vendor **shall** be responsible for system integration with DMV's Vehicle Database, as required by the State.
- 3.2.16 Vendor **will** be responsible for obtaining data from insurance companies and populating their (Vendor's) database with the most current information available. A pre-populated database, offering the information for vehicle owner's coverage, is preferred. (See the right side of Attachment B for data the vendor will obtain from insurance companies).
- 3.2.17 The successful vendor **must** complete system installation and testing within 180 days of the fully executed purchase order. The fully executed purchase order shall serve as Notice to Proceed. Failure to complete system installation and testing within six (6) months will result in the assessment of liquidated damages in the amount of \$1000.00 per day. Any liquated damages assessed will be deducted from the monthly subscription. System acceptance will be determined following successful pilot testing of the Vendor's solution. Only the authorized Project Manager from the Division of Motor Vehicles is allowed to sign off on the implementation. Payment of the monthly subscription and maintenance fees shall commence **ONLY** after completion of system installation and testing and formal acceptance **by DMV by change order**.
- 3.2.18 At the discretion of DMV, the successful vendor shall perform system customizations, provide additional reports and/or data modifications that may be deemed necessary throughout the life of the contract. An all inclusive hourly rate shall be quoted by the vendor and must be firm for the life of the contract. Estimated hours included on Bid Form are for evaluation purposes only and may be more or less at DMV's discretion.
- 3.3 Vendor's User Customer Center and Website**
- 3.3.1 Vendor **must** supply a Customer Call Center, offering a toll-free number for users to access in response to a letter, or to update information.
- 3.3.2 These Vendor services **must** also be available via a central website and include a fax number and central e-mail address, allowing users to transmit updated insurance information. This site **shall** provide an auto-generated e-mail receipt.
- 3.4 The Vendor **will** be responsible for verifying the validity of the data provided. "Unconfirmed" data **will** result in an exception report, delivered to DMV, for notification.

3.5 Reports and Letters

- 3.5.1 Vendor **will** compile and print reports that **will** be utilized by employees who are not computer programmers. Vendor **will** compile and generate related correspondence. The operation of the reporting functions **must** be presented in an intuitive and simple to use format, appropriate to the skill level of a casual computer user. Examples of reports that **will be required** are:
- 3.5.1.1 Number of hits on system
 - 3.5.1.2 Number of "unconfirmed" requiring follow-up letters
 - 3.5.1.3 Monthly, Quarterly and Yearly statistics
 - 3.5.1.4 Date and time of last system update
 - 3.5.1.5 Number and type of queries
 - 3.5.1.6 Query requestor (DMV, Law Enforcement, etc.)
 - 3.5.1.7 VIN mismatches
 - 3.5.1.8 Address mismatches
 - 3.5.1.9 Standard IICMVA error codes returned (See Attachment A)
- 3.5.2 The system **shall** generate reports automatically, at pre-designated intervals and times, as determined by DMV and the vendor upon contract award, which can be printed on any standard printer or be placed in a folder on a designated computer, per DMV's Business Rules.
- 3.5.3 The system **shall** generate reports, on demand, as frequently as desired, by DMV (ad hoc.)
- 3.5.4 The IVS **must** give DMV the ability to view and generate reports that detail system usage, status and statistics. ALL reports **must** be available in Microsoft Excel format.
- 3.5.5 Vendor **shall** provide the entire file of customer data, upon completion of the Vendor's letter cycle, covering vehicles which have been flagged as "unconfirmed". This file **shall** be provided in a data format compatible with Microsoft Word and/or Excel, for DMV's generation of a letter of suspension.

3.5 Training

- 3.5.1 The DMV requires that responding Vendors **shall** provide Train-the Trainer classes in a classroom setting. It is expected that there will be sixty (60) DMV employees who require training. Training will take place over two (2) days, eight (8) hours per day. Train the Trainer costs shall be included in the Annual Subscription Cost on the pricing page.
- 3.5.2 The successful Vendor **will** furnish all materials and supplies necessary to provide training on the IVS. The Vendor **will** provide the training on computers supplied by DMV.
- 3.5.3 Upon contract award the successful Vendor **shall** submit all training plans and materials to DMV for approval. Vendor representatives **shall** work with DMV Project Managers to design an acceptable training schedule, comprehensive standard training manual and standardized dissemination procedures.

3.6 Maintenance

- 3.6.1 The Vendor **must** ensure continuing system software functionality of all components of the IVS system, for the processing of insurance verification queries.
- 3.6.2 The Vendor **must** provide on-going maintenance, which **shall** include all available upgrades and new releases of tests, as well as technical support for all software which **will** be pushed out to all site equipment and servers via electronic transmission unless otherwise approved by DMV.
- 3.6.3 The Vendor **must** provide a DMV Service Help Desk, or other means of technical support, with a toll-free number after the initial installation and implementation, at no additional cost to the State. Technical support **must** be available to DMV between the hours of 8:30 a.m. through 5:00 p.m. EST, Monday through Friday. Time differences due to vendor location **will** not be accepted. The successful vendor **must** make any necessary arrangements to ensure technical support is available to DMV during hours stated
- 3.6.4 The Vendor **must** maintain, and be in compliance with, any changes to the Insurance Industry Committee for Motor Vehicle Administration Model (IICMVA) and the American Association of Motor Vehicle Administrators (AAMVA) guidelines, and any Federal or State laws, rules or regulations that have, or **will** be, mandated for insurance verification, throughout the life of the contract. Any resulting modifications **must** be made at no additional cost to the state.
- 3.6.5 The system **must** perform an automatic back-up and recovery process, after DMV business hours, on a daily basis.
- 3.6.6 The successful Vendor **must** maintain the system according to the most current industry standards including, but not limited to anti-virus software, operating platform, or web connection for the State of West Virginia.
- 3.6.7 Maintenance and support **shall** commence upon acceptance of the system by DMV and **shall** be implemented by formal change order. The vendor **shall** quote a monthly maintenance fee which will be paid for the remainder of the initial three year contract term following installation and

formal system acceptance by DMV. Maintenance and support **shall** be paid monthly during contract renewal years. Contract renewals for Years 4 and 5 shall be at The DMV's discretion.

- 3.6.8 The Vendor **shall** ensure that the original software, source code, object code, and all modifications, including, but not limited to DL/ID template designs, backgrounds, and any other West Virginia-specific intellectual property, throughout the life of any agreement resulting from the release of this RFQ, **will** be held in escrow, to be released to the agency upon termination of said agreement. **This escrow account MUST be created and the original software, object and source code WILL be placed there, within sixty (60) days of the award of the contract.** This clause has been created to ensure uninterrupted service to the State's taxpayers. The use of the original software and source code **will** cease, upon replacement of the affected Vendor system. It is further understood that the State **will** retain a perpetual license to the object code, to provide the required accessibility to stored (archived) data, per State and Federal regulations.

4.0 Special Terms and Conditions:

The successful Vendor **shall** be subject to the security requirements mandated by DMV, including background and criminal history checks and fingerprint submission for all Vendor and/or subcontracted personnel associated with this project throughout the life of the contract. **The successful Vendor shall provide a list of all employees to be assigned to the project within ten (10) business days of notice of contract award. The successful Vendor shall provide verification to DMV that all security requirements have been completed for each employee.** No new employees shall be assigned to work under this contract without prior written consent of DMV. The successful Vendor **shall** be responsible for the actions of all employees assigned to the contract. Any associated fees related to these security requirements **shall** be the responsibility of the successful Vendor. Any changes in assigned personnel **must** be immediately reported to DMV. **Upon receipt and acceptance of the list of employees to be assigned to the project with required security certifications by the successful Vendor, DMV will issue a formal Notice to Proceed, authorizing the Vendor to proceed with system installation.**

5.0 Pricing Requirements:

Vendor **shall** quote an all inclusive monthly subscription fee which will begin following installation and formal acceptance of the system by DMV. No Monthly fees shall be paid until system installation and testing have been completed and formally accepted by DMV by change order. Subscription fee **shall** include all costs associated with meeting the requirements and services contained in the RFQ including software licensing, installation, training and updates with the exception of any customization that may be requested at the discretion of DMV. Vendors **shall** also provide an all inclusive hourly rate for any customization that DMV may deem necessary throughout the life of the contract. Such hourly rates **shall** be firm, fixed all-inclusive hourly rates. Estimated hours noted on the Bid Form for additional work are for bid evaluation purposes only: actual hours may be more or less at the discretion of DMV.

Vendors **shall** quote a monthly maintenance fee which shall be implemented by change order upon installation and acceptance of the system by DMV. Once maintenance and support have been implemented by change order, payment for those services **shall** be paid monthly for the remainder of the initial 3-year contract term. Maintenance and support **shall** be paid monthly in subsequent renewal years.

INSURANCE VERIFICATION SYSTEM

DMV110162 BID FORM

A. All Inclusive Subscription Cost

	Cost Per Month	Extended Cost
3-Year Initial Term - * 36 months X	\$ 18,750.00/12	\$ 675,000.00/12
Year 4 Subscription Fee - 12 months X	\$ 18,750.00/12	\$ 225,000.00/12
Year 5 Subscription Fee 12 months X	\$ 18,750.00/12	\$ 225,000.00/12
Total		\$ 1,125,000.00/12

*Note: For bid evaluation purposes, the 36-month unit of measure for calculating the total subscription fee cost is based on the 3-year contract term. Vendors are reminded, however, that payment of monthly subscription fees will be implemented upon formal acceptance of the system by change order. Renewal of the contract for Years 4 and 5 shall be at The DMV's discretion.

B. Maintenance Costs

Maintenance & Support	Cost Per Month	Extended Cost
3-Year Initial Term - * 36 months X	\$ 60,086.50/12	\$ 2,163,114.00/12
Year 4 - 12 months X	\$ 53,769.83/12	\$ 645,238.00/12
Year 5 - 12 months X	\$ 53,769.83/12	\$ 645,238.00/12
Total		\$ 3,453,590.00/12

*Note: For bid evaluation purposes, the 36-month unit of measure for calculating the total maintenance fee cost is based on the 3-year contract term. Vendors are reminded that maintenance and support will be implemented by change order upon formal acceptance of the system by change order. Renewal of the contract for Years 4 and 5 shall be at The DMV's discretion.

C. Customization Costs

* Estimated Hours	All Inclusive Hourly Rate	Extended Cost
200	\$ 100.00/hr	\$ 20,000.00/100

*Note: For bid evaluation purposes, 200 hours is estimated for any customization that may be required by The DMV. Actual hours may be more or less at The DMV's discretion.

COMBINED TOTALS

A. All Inclusive Subscription Cost -	\$ 1,125,000.00/12
B. Total Maintenance Costs	\$ 3,453,590.00/12
C. Total Customization Costs	\$ 20,000.00/100
GRAND TOTAL	\$ 4,598,590.00/12

Bid Form Continued

VENDOR: MV Solutions, Inc.

By: Shawn Gott / Shawn Eff

Title: President

Date: 4/1/11

Address:
2545 Wildflower Rd.
Blythewood, SC 29016

ATTACHMENT A IICMVA INFORMATION

Schema Variations

The most notable variations between the current schema version (September 2008) and prior version of the schema are the expanded Request and Response codes and corresponding code values. While the Request Codes were merely expanded, the Response codes were expanded and given new code values.

Request Codes

Schema Versions 00200510 - 00200802

Description	Code Value
Bodily Injury (BI) Coverage Verification	BI
Personal Injury Protection Coverage (PIP) Verification	PIP

Schema Version 00200809 (Current)

Description	Code Value
Accident	ACC
Traffic Violation with Accident	ACCV
Bodily Injury (BI) Coverage Verification	BI
Personal Injury Protection Coverage (PIP) Verification	PIP
Registration Renewal	REGREN
Registration of Vehicle	VEHREG
Traffic Violation	VIOL

Response Codes

Schema Versions 00200510 - 00200802

Description	Code Value
Incorrect Data Format	1
Missing Unique Key	2
Missing NAIC Code	3
Missing VIN	4
Missing Verification Date	5
Unauthorized Requestor	6
System Cannot Locate Unique Key – Information	7
System Found Unique Key – No coverage on Date Requested	8
System Found Unique Key – VIN Cannot Be Verified	9
System Found VIN – Unique Key Cannot Be Verified	10
System Cannot Locate Policy Information – Manual Search In Progress	11
System Unavailable	12

Schema Version 00200809 (Current)

Description	Code Value
Incorrect Data Format	IDF
NAIC Code Not Submitted	NAIC1
System Cannot Locate NAIC	NAIC2
Policy Key Not Submitted	PKEY1
System Cannot Locate Policy Key Information	PKEY2
System Found Policy Key – Coverage on Verification Date Cannot Be Confirmed	PKEY3
System Found Policy Key – VIN Cannot Be Verified	PKEY4
System Cannot Locate Policy Information - Manual Search in Progress	POL1
System Unavailable	SYSU
Unauthorized Requestor	UREQ
Coverage on Verification Date Cannot Be Confirmed	VDT1
Verification Date Not Submitted	VDT2
System Cannot Locate VIN	VIN1
System Found VIN – Coverage on Verification Date Cannot Be Confirmed	VIN2
System Found VIN – Policy Key Cannot Be Verified	VIN3
VIN Not Submitted	VIN4

	Codes and descriptions that would be used when responding if the requesting party failed to provide data for mandatory elements.
	Codes and descriptions that could be used after processing the request which resulted in an unconfirmed response.
	Code and description indicating that some technical problem caused the system to be unable to return a response.

ATTACHMENT B

Insurance Inquiry Display Screen (sample3)

Date of Insurance Verification	Tracking/Sequence Number
	Response - Confirmed or Non-Confirmed
Plate	NALC Number
Plate Expiration Date	Insurance Company Name
Plate Status	Policy Number
	Policy Effective Date & Time
VIN Number	Insurance Co/VIN Number
Title Status	Action Code
Title Number	Reason Code
Title Date	Reason Description
<u>Vehicle Information:</u>	
Owner Name	<u>Insurance Information:</u> Policy Owner Name
Owner Address	Policy Owner Address
Owner City & State	Policy Owner City & State
Owner Zip Code	Policy Owner Zip Code

Activity Information

Confirmed	Non-Confirmed	Source	Date / Time	Action Code	Reason Code -& Description	Tracking/ Sequence Number
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State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 DMV110162

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

VENDOR



MV Solutions Inc
 2545 Wildflower Rd
 Blythewood, SC 29016

20-5422741
 803-240-9612

SHIP TO

DIVISION OF MOTOR VEHICLES

1317 HANSFORD STREET
 CHARLESTON, WV
 25311 558-0002

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/23/2011				

BID OPENING DATE: 04/05/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED TECHNICAL QUESTIONS AND ANSWERS.						
THE BID OPENING DATE AND TIME HAVE NOT CHANGED.						
***** END ADDENDUM NO. 1 *****						
0001	1	EA		920-45		
ELECTRONIC INSURANCE VERIFICATION SOLUTION						
***** THIS IS THE END OF RFQ DMV110162 ***** TOTAL:						\$4,598,590.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *J. Strawn* TELEPHONE: 803-240-9612 DATE: 4/1/11

TITLE: President FEIN: 20-5422741 ADDRESS CHANGES TO BE NOTED ABOVE

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

TECHNICAL QUESTIONS

RFQ – DMV110162 – INSURANCE VERIFICATION

QUESTION – The end of page 5 ends in mid-sentence, is there something missing from the RFQ?

ANSWER – A portion of the last sentence is missing, should read, “All vehicle insurance policies must be issued by a company licensed to sell insurance in West Virginia.

QUESTION – Where will the Insurance Verification Solution be hosted; in the state’s network or at the vendor’s hosting center?

ANSWER - Vendor’s Hosting Center

QUESTION – Section 3.2.12 specifies an interface for DMV as well as an interface with law enforcement via the WEAPONS system. Will one of these interfaces be used for the judiciary or will a separate interface be required?

ANSWER – Same as DMV, Judiciary will use the vendor’s Hosting Center

QUESTION – Will the monthly Subscription Costs accrue from the date of the Purchase Order until the system is accepted by Change Order and then get paid to the vendor?

ANSWER – Monthly subscription fees shall be implemented upon completion of system installation and acceptance by DMV. Monthly payments will not accrue and will begin only when the system is fully operational and accepted by formal change order.

QUESTION – It is our understanding that the monthly Maintenance Costs accrue from the date of the Change Order following the acceptance by WV. According to the RFQ this may take up to six months after the executed Purchase Order. However, Section B of the DMV110162 Bid Form requires the Cost per month for Maintenance and Support to be multiplied by 36 months. Using 36 months as the multiplier will make the Extended Cost on this form up to six months higher than the actual Extended Cost. Please confirm that 36 should be used as the multiplier for the Extended Cost.

ANSWER – It was anticipated that system implementation time may vary from vendor to vendor. Please see the clarification footnote on the Bid Form that indicates the 36-month multiplier is being used for bid evaluation purposes. This allows a fair and consistent method to evaluate all bids. Please use the 36 month multiplier as the basis of calculation as requested.

QUESTION – 17d-2a-6A of Senate Bill 394 says that DMV or its agent will conduct a pilot project to test the insurance verification system no less than 18 months prior to final implementation, will this contract include a pilot project?

ANSWER- See section 3.2.17 of the RFQ for a clear definition of pilot project or test.

QUESTION- General Terms and Conditions Statement Item #15 – Licensing – Must the vendor be licensed with the WV Secretary of State, Tax Department and Insurance Commission prior to the opening date?

ANSWER - All vendors responding to the RFQ must be properly licensed and authorized to conduct business in WV by the time of bid submission.

QUESTION – Section 3.5.3 states that the Training schedule and documentation are required upon award. Can this requirement be delayed by three or more months so that the vendor can work with the WV Project Manager to determine the specific training needs of WV?

ANSWER – As indicated in the specifications, once an award has been made, vendor representatives will work with DMV Project Managers to design an acceptable training schedule, comprehensive standard training manual and standardized dissemination procedures. The time line for establishing training requirements will be established by mutual agreement at that time.

QUESTION – Will the vendor be required to process paperwork received for non-insurance compliance including the WV-4B?

ANSWER – The vendor will not have the obligation of processing paperwork required of the registrant.

QUESTION – Is an out-of-state policy written by an insurance provider licensed to write in WV acceptable proof of insurance?

ANSWER – The only exception to the mandated WV Policy is active military.

QUESTION – Section 3.2.14.1, Will the vendor only be required to send a single letter to the vehicle owner? Will any additional “follow-up” letters be required?

ANSWER – Vendor will send only one letter. Follow-up letters will be sent by DMV.

QUESTION – Section 3.2.6 – Does “every 24 hours” mean that the vendor receives a full registration database or just changes?

ANSWER – Vendor will receive up-dates only

QUESTION – Will the vendor be providing train-the trainer to 60 trainers?

ANSWER - The two (2), eight (8) hour days required for training will cover our needs. We speculated 60 employees total with several trainers present

QUESTION – Section 3.2.17, the last sentence says all fees start after acceptance. Does this include customization charges?

ANSWER – Any customizations must be requested by DMV Project Managers ONLY. Individuals authorized to request any customizations will be identified following award of the contract. Any requests for customizations prior to formal system acceptance shall be due and payable to the vendor upon completion and testing of any such customization.

QUESTION – Section 3.1, what specifically applies to us in terms of REAL ID requirements?

ANSWER – Any individuals involved in the process will be subject to the requirements for REAL ID as covered in Code of Federal Rules, 6CFR, Part 37. (See www.AAMVA.org)

QUESTION – Is there additional language missing on the bottom of Page 1?

ANSWER – Complete sentence should state, “All vehicle insurance policies must be issued by a company licensed to sell insurance in West Virginia “.

QUESTION – Section 3.2.10, pg 8 –What specific data will the DMV be able to edit (registration, insurance, etc)?

ANSWER – The specific data and process will be established with the successful vendor.

QUESTION – Section 3.4, pg 9 – What are the requirements to validate the data provided by users to the Call Center?

ANSWER – The vendor electronic confirmation from the Insurance Company.

QUESTION – Section 3.3, pg 9 – Is a “user” defined as drivers in WV or does this also include field office and other DMV personnel, law enforcement and other agencies?

ANSWER – Customer is defined as user for vendor Call Center and Website. Customer being owner or owner representative.

QUESTION – Section 3.2.7, pg 8 – Are queries to the vendor being logged to the vendor’s database built from the records received from the insurance companies and user updates or from a web-service request to the respective insurance company?

ANSWER – All queries must be logged and reside on the vendor’s database.

QUESTION – Is the IVS compliance system monitoring insurance for a particular vehicle defined by a VIN or Plate and not the driver?

ANSWER – Vehicle is defined by VIN, secondary is the plate. Our intent is to be capable of running a plate number to system. Driver is not a defining factor.

QUESTION – How does the vendor properly indicate information which shall be considered confidential under RFQ DMV110162?

ANSWER – If the question is referring to information that the vendor will submit with their bid, information submitted, according to WV State code, 29B-1-4 will become public record. If the vendor is referring to the REAL ID, the REAL ID rules will apply (see www.AAMVA.com)

QUESTION – What are the selection criteria for RFQ DMV110162 to choose a vendor?

ANSWER – Low bidder, meeting all mandatory requirements.

QUESTION – Is the response by the vendor to RFQ DMV110162 only in writing or shall the vendor submit electronically? What are the acceptable methods to submit a response as indicated in Instructions to Bidder #4)

ANSWER- Signed bids must be submitted to the Department of Administration, Purchasing Division, Building 15, 2019 Washington Street, Charleston, WV 25305-0130. Faxed bids are acceptable, however the Purchasing Division is not responsible for bids that are incomplete or received late. Bids may be faxed to 304-558-3970. For additional information concerning bid submission, please contact Frank Whittaker in the West Virginia Purchasing Division at 304-558-2316.

QUESTION – We understand the opening date is 4-05-11, but when are response to the RFQ due?

ANSWER – Bids are due 4-05-11 by 1:30pm which is the time of the bid opening.

QUESTION – Is there a requirement in WV for the insurance companies to respond to a web services inquiry? Is there a requirement for insurance companies to submit their files? If so, is there a requirement for a full book of business or only changes? How often do insurance companies have to report?

ANSWER –Yes there is a requirement in WV for the insurance companies to respond to a web service inquiry. There is a requirement for the insurance companies to submit their files, see WV Code.17D-2A-6A (see [HTTP://www.legis.state.wv.us](http://www.legis.state.wv.us)). Full book of business from the insurance company is not required (see IICMVA). No reporting is required from the insurance companies.

QUESTION - How many different types of mailings will be required to be mailed by the vendor before a vehicle is suspended? Confirm that the DMV will send the suspensions and not the vendor. Are all mailings first class or certified? Is the letters one or two sided? Are return envelopes required? DMV will send the suspension notification.

ANSWER – One letter, first class mail, one sided and no return envelope is required. DMV will mail suspension letters.

QUESTION – Are quotation forms missing from the RFQ? Is there a required order for submission or Table of Contents for the response that should be utilized?

ANSWER: Vendor will use the Bid Form on page 14 of the RFQ to submit their quote, along with a signature on page 15.

QUESTION – Where can we locate Exhibit 3 listed on page 1 of the RFQ?

ANSWER – Exhibit 3 starts on page 1 of the RFQ with the Life of Contract and extends through page 4.

QUESTION – Section 3.2.2 – Please provide an explanation of broadcast capabilities.

ANSWER – Broadcast capabilities would be to broadcast one query to all insurance companies to respond.

QUESTION – Section 3.2.9, pg 2 – RFQ does not contain any business rules related to reason code indicator criteria. Where are the business rules?

ANSWER – Reason codes are defined in Attachment A. In collaboration with the chosen vendor, DMV may request a few additional codes which will be defined later in the Business Rules.

QUESTION – Will the selected vendor be required to collect Reinstatement fees?

ANSWER – DMV will collect all Reinstatement fees.

QUESTION – Section 3.6.4 – Please confirm that the 8-25-2010 Version of the IICMVA Model will be the foundation for this project at implementation.

ANSWER – Yes, this is the correct version.

QUESTION – Section 3.5 is used twice in the RFQ. Does the state intend to reissue the RFQ document with updated numbering?

ANSWER – No, we concur that 3.5 is used twice in the RFQ, however, the subheading identifies the information.

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

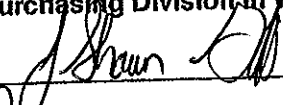
- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: MV Solutions, Inc.

Signed: 

Date: 4/1/11

Title: President

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. PMV110162

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality, as permitted by law; or any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: MV Solutions, Inc.

Authorized Signature: [Signature] Date: 3/31/11

State of South Carolina

County of Richland, to-wit:

Taken, subscribed, and sworn to before me this 31 day of March, 2011.

My Commission expires Dec. 19, 2012

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]