



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 2

List View

### General Information

Contact | Default Values | Discount | Document Information

Procurement Folder: 324830

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0802

Vendor ID: 000000233122 

SO Doc ID: DMV1800000002

Legal Name: SOLUTIONS THRU SOFTWARE INC

Published Date: 9/28/17

Alias/DBA:

Close Date: 10/12/17


Total Bid: \$240,300.00

Close Time: 13:30

Response Date: 10/06/2017 

Status: Closed

Response Time: 17:57

Solicitation Description: ATS Software System Support & Maintenance 

Total of Header Attachments: 2

Total of All Attachments: 2



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 324830  
**Solicitation Description :** ATS Software System Support & Maintenance  
**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-10-12 13:30:00	SR 0802 ESR10061700000001488	1

<b>VENDOR</b>
000000233122 SOLUTIONS THRU SOFTWARE INC

**Solicitation Number:** CRFQ 0802 DMV1800000002

**Total Bid :** \$240,300.00      **Response Date:** 2017-10-06      **Response Time:** 17:57:29

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Brittany E Ingraham  
 (304) 558-2157  
 brittany.e.ingraham@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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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	ATS software technical support/maintenance & programming				\$240,300.00

Comm Code	Manufacturer	Specification	Model #
81112200			

**Extended Description :** Services for ATS Software Technical Support / Maintenance and Hourly Programming Rate per the specifications.  
Please see Exhibit A Pricing Page.  
If submitting online, vendor should enter their TOTAL BID AMOUNT in the Commodity Line and upload their completed

October 6, 2017

Brittany E. Ingraham, Senior Buyer  
WV Department of Administration  
Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305

Dear Ms. Ingraham,

I'm pleased to provide the attached bid in response to the Request for Quotation for solicitation CRFQ 0802 DMV 1800000002. As the incumbent vendor, we confirm that our response is in accordance with the bid requirements, specifications, and terms and conditions presented in the solicitation. We further confirm that we will comply with all mandatory terms noted in the Specifications section of the RFQ.

We accept the limitations of this RFQ as noted in the "Purpose and Scope" section of the Specifications section of the RFQ, which confirms that "services will be limited to applying corrective maintenance as well as implementation of any feature upgrades that are available only to currently licensed users".

We are proud to have developed and supplied the current dmvATS in use by the WVDMV and appreciate the opportunity to submit this bid to continue to provide maintenance and support for your system.

Sincerely,



Darren Lukasiewich  
General Manager



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

State of West Virginia  
 Request for Quotation  
 21 - Info Technology

Proc Folder: 324830

Doc Description: ATS Software System Support & Maintenance

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-09-28	2017-10-12 13:30:00	CRFQ 0802 DMV1800000002	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

Solutions Thru Software Inc.  
 631 N. Stephanie St. #527  
 Henderson, NV 89014-2633

**FOR INFORMATION CONTACT THE BUYER**

Brittany E Ingraham  
 (304) 558-2157  
 brittany.e.ingraham@wv.gov

Signature X

FEIN # 98-0394752

DATE

*Oct. 4, 2017*

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

**ADDITIONAL INFORMATION:**

## Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Motor Vehicles to establish an open-end contract for system support and maintenance for our Automated Drivers Testing System (dmvATS), per the bid requirements, specifications, terms and conditions attached this solicitation.

dmvATS is hosted by the West Virginia Office of Technology using our virtual server farm where the application administrators, reports and tracks the testing administered in 25 regional office locations throughout the state.

INVOICE TO		SHIP TO	
MANAGER		MANAGER	
DIVISION OF MOTOR VEHICLES		DIVISION OF MOTOR VEHICLES	
PURCHASING/ACCOUNTS PAYABLE		PURCHASING/ACCOUNTS PAYABLE	
1317 HANSFORD ST		1317 HANSFORD ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	ATS software technical support/maintenance & programming	1			\$240,300.00

Comm Code	Manufacturer	Specification	Model #
81112200			

**Extended Description :**

Services for ATS Software Technical Support / Maintenance and Hourly Programming Rate per the specifications.

Please see Exhibit A Pricing Page.

If submitting online, vendor should enter their TOTAL BID AMOUNT in the Commodity Line and upload their completed Pricing Page as an attachment to their submitted response.

DMV1800000002	<b>Document Phase</b> Draft	<b>Document Description</b> ATS Software System Support & Maintenance	<b>Page 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

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

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

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

Question Submission Deadline: October 4, 2017 at 9:00 AM EDT

Submit Questions to: Brittany Ingraham  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [Brittany.E.Ingraham@wv.gov](mailto:Brittany.E.Ingraham@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: Brittany Ingraham  
 SOLICITATION NO.:  
 BID OPENING DATE:  
 BID OPENING TIME:  
 FAX NUMBER:

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 an Expression of Interest or 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 plus           N/A           convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical  
 Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when 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: October 12, 2017 at 1:30 PM EDT

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. ALTERNATES:** 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.
- 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 only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**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:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

**GENERAL TERMS AND CONDITIONS:**

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
- 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 2.2. "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 extends for a period of \_\_\_\_\_ one (1) \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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. Renewal of this Contract is limited to \_\_\_\_\_ three (3) \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_ thirty-six (36) \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**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. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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

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

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

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

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

**6. 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 forty-five thousand dollars. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be 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 entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

8. **INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, 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 mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:

\_\_\_\_\_  
\_\_\_\_\_

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

\_\_\_\_\_

**Commercial Crime and Third Party Fidelity Insurance** in an amount of:

\_\_\_\_\_

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_

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

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

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of one hundred dollars (\$100) per hour, per location,

for any delay in use of the Automated Testing System beyond four (4) hours.

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.

**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.

**14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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

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

- 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 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.
- 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 § 148-1-6.1.e.
- 20. TIME:** Time is of the essence with regard to 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.
- 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 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. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 31. 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>.

**32. 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.

**33. 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. 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project 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. Accordingly, prior to contract award, 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.



**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**40. 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.

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

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

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

**42. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

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

**44. 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.

**45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, 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. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

**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.

Cori Cuthbertson Account Administrator  
 (Name, Title)  
 Cori Cuthbertson, Account Administrator  
 (Printed Name and Title)  
 631 N. Stephanie St. #527, Henderson, NV 89014-2633  
 (Address)  
 877-926-4637 ext. 4104 877-526-0155 Fax  
 (Phone Number) / (Fax Number)  
 cori@sts-intl.com  
 (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.

Solutions Thru Software Inc.  
 (Company)

  
 (Authorized Signature) (Representative Name, Title)

Darren Lukasiewich, General Manager  
 (Printed Name and Title of Authorized Representative)

Oct. 4, 2017  
 (Date)

877-926-4637 ext. 4102 877-526-0155 Fax  
 (Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
Automated Drivers Testing System (dmvATS) Support and Maintenance

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Motor Vehicles to establish an open-end contract for system support and maintenance for our Automated Drivers Testing System (dmvATS). dmvATS is hosted by the West Virginia Office of Technology using our virtual server farm where the application administers, reports and tracks the testing administered in 25 regional office locations throughout the state.

No new hardware or software will be provided as a result of this procurement, the services will be limited to applying corrective maintenance as well as implementation of any feature upgrades that are available only to currently licensed users.

**Operating Environment:** the dmvATS that the WVDMV has in place was developed by: Solutions Thru Software, Inc. Henderson, Nevada. The current maintenance and support will expire: 07/31/2017 and the Licensee is State of West Virginia, Division of Motor Vehicles, 1317 Hansford Street, Charleston, WV. The system currently has licenses and maintenance for twenty-eight (28) Office Site Licenses, one hundred-fifty (150) Testing Licenses and one (1) Admin. Site License, and one (1) annual Mapping Service Subscription.

Agency will not pay any reinstatement fees.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4 **“Item Pool Management”** is a list of questions collected as part of the Automated Drivers Testing System
  - 2.5 **“CDL”** means Commercial Driver’s License.
  - 2.6 **“MSF”** means Motorcycle Safety Foundation.
  - 2.7 **“dmvATS”** means the system that facilitates the testing of driver exam applicants.

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Automated Drivers Testing System (dmvATS) Support and Maintenance

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**3. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

**3.1** Vendor shall be authorized by the original manufacturer, Solutions Thru Software Inc., Henderson, Nevada, to provide the goods and services described in Section 4.

**3.2 Experience:** Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements or some other method that the State determines to be acceptable. 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 may be requested after bid opening and prior to contract award.

**4. MANDATORY REQUIREMENTS:**

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

**4.1.1 Services for Software Technical Support and Maintenance:** Vendor must 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 any corrections.

**4.1.1.1** Vendor must provide maintenance and support for the dmVATS to ensure system functionality and net worthiness, including:

**4.1.1.1.1** Entitlement to all major and minor software version updates, which include bug fixes and software feature enhancements, as they become available;

**4.1.1.1.2** Software update services;

**4.1.1.1.3** Updates to training and instructional materials as required for updates;

**4.1.1.2** Vendor must provide item pool management, including:

REQUEST FOR QUOTATION  
Automated Drivers Testing System (dmvATS) Support and Maintenance

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- 4.1.1.2.1 Additions, modifications and deactivations of tests and test definitions;
  - 4.1.1.2.2 Additions, modifications and deactivations of questions/answers/distractor text;
  - 4.1.1.2.3 Management of audio recording services for any additions or modifications;
  - 4.1.1.2.4 Management of translation services, excluding translations costs;
  - 4.1.1.2.5 Ongoing updates to managed CDL 2005 and MSF item pools (in English and Spanish only);
  - 4.1.1.2.6 Item pool quality control testing.
- 4.1.1.3 The dmvATS system must be operational between the hours of 7:00 a.m. and 6:00 pm Eastern Standard time, excluding WV State and Federal Holidays recognized by West Virginia Division of Personnel at <http://www.personnel.wv.gov/employees/benefits/Pages/Holidays.aspx>
- 4.1.1.4 Vendor shall provide Technical Support including a toll free telephone number that is staffed Monday through Friday between 7:00am and 6:00pm, and Saturdays from 7:00am to 2pm, excluding WV State and Federal holidays.

**State Holidays are:**

- New Year's Day (January 1)
- Martin Luther King Day (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- West Virginia Day (June 20)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving (Fourth Thursday in November)
- Day After Thanksgiving (Fourth Friday in November)
- Christmas Day (December 25)



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**Automated Drivers Testing System (dmvATS) Support and Maintenance**

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- 4.1.1.5 Vendor must perform weekly operational monitoring and inspection of the Agency dmvATS system.
- 4.1.1.6 Vendor response to service calls shall begin with a thirty (30) minute call-back to the WVDMV, with resolution within four (4) hours, statewide.
- 4.1.1.7 The maximum acceptable downtime for any dmvATS System location is four (4) hours. Per Section 1, General Terms and Conditions, liquidated damages will be assessed, should the Vendor fail to maintain this level of support. The only exception to these time frames are circumstances which require the intervention of West Virginia State technical staff which may cause delay.

**4.1.2 Services for Professional Programming Requirements and Deliverables / Programming for changes due to changes in Federal and/or State Law:**

- 4.1.2.1 DmvATS Professional Programming Services shall be based on an approved Statement of Work (SOW) specifying the Services and the fee shall be negotiated by the parties at rates not to exceed the hourly rates stated on the: Exhibit A, Pricing Page, from the Vendor's submitted bid response.
- 4.1.2.2 Vendor must bid hourly rates which will be used to perform system enhancements, upgrades, implementation, analysis, and project planning.
  - 4.1.2.2.1 Work performed must be invoiced monthly and include documentation of work completed for the hours being billed.
- 4.1.2.3 Each SOW must be mutually approved by both the Agency and Vendor and must be processed through the West Virginia Purchasing Division as a Change Order document to this contract. Vendor must not start work until approved by the Agency, the West Virginia Purchasing Division and the State Attorney General as to form prior to any work being performed.
- 4.1.2.4 Each SOW must include specific requirements that will be reviewed and agreed upon by the Vendor and Agency.

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Automated Drivers Testing System (dmvATS) Support and Maintenance

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- 4.1.2.4.1 The requirements will serve as the final check off for the agency to review prior to signing off that tasks are complete for the implementation.
- 4.1.2.5 Vendor must define staffing criteria in the SOW and include an estimation of hours and services that will be necessary to complete the task. Agency may request full and part time commitment.
  - 4.1.2.5.1 Each SOW must provide a not-to-exceed price for services.
- 4.1.2.6 Vendor must provide agency with detailed system documentation for all changes, modifications or enhancements that are performed on the dmvATS system.
- 4.1.2.7 Vendor must work with Agency personnel to comprehensively test proposed modifications to the dmvATS system prior to introducing such changes into the production environment. Agency does maintain a test datasource. 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.

**5. CONTRACT AWARD:**

- 5.1 **Contract Award:** The Contract is intended to provide Agencies 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.
  - 5.1.1 Vendor should provide with their bid a copy of any and all Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree to or accept as a part of this solicitation. **This information will be required before Purchase Order is issued.**
  - 5.1.2 Vendor should include a copy of any Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree to and accept as a part of this solicitation. **This information will be required before Purchase Order is issued.**

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5.1.3 Evaluation will be the Total Bid Cost for all items requested. The Awarded Contract will be first year Maintenance and Support Services.

**5.2 Pricing Pages:** Vendor should complete the Pricing Pages by entering the unit cost for each item and multiplying by the quantity to achieve the extended cost. Add extended costs to achieve the Total Bid Amount. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Services and estimated purchase volume. The estimated hours for each service represents the approximate volume of anticipated hours only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. Vendors can download an electronic copy of the Pricing Pages for bid purposes through wvOASIS Vendor Self Services (VSS) under the advertised solicitation. If submitting online vendor should enter their Total Bid Amount in the Commodity Line and upload their completed Pricing Page as an attachment to their submitted response.

**5.2.1** If the Vendor is submitting an Equivalent Brand this information including Model Number must be submitted with their bid submission.

Any product brochures to support vendor's product should be submitted with vendors submitted bid response. This information may be required before award of contract.

**5.2.2** If bidding an or Equal product, Vendor confirms that proposed product will not require the purchase of any additional software or hardware for implementation and must fully integrate with Vendor's installed software.

- 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 release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay flat fee/hourly rate, 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.

REQUEST FOR QUOTATION  
Automated Drivers Testing System (dmvATS) Support and Maintenance

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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.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 9.1. Vendor must identify principal service personnel which will be issued 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.
  - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 9.5. Vendor shall inform all staff of 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.
  - 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.

REQUEST FOR QUOTATION  
Automated Drivers Testing System (dmvATS) Support and Maintenance

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**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:** Cori Cuthbertson

**Telephone Number:** 877-926-4637 ext. 4104

**Fax Number:** 877-526-0155

**Email Address:** cori@sts-intl.com

## Exhibit A - Cost Sheet

Cost information below as detailed in the Request for Quotation

### GRAND TOTAL BREAKDOWN:

Vendor must provide the individual cost breakdown for the components listed below.

	Unit Cost	Unit of Measure	Quantity	Extended Cost
<b>Technical Support/Maintenance</b>				
Year One	\$58,175.00	Per Year	1	\$58,175.00
Year Two	\$58,175.00	Per Year	1	\$58,175.00
Year Three	\$58,175.00	Per Year	1	\$58,175.00
Year Four	\$58,175.00	Per Year	1	\$58,175.00
	Unit Cost	Unit of Measure	Estimated Quantity	Extended Cost
<b>Programming Rate*</b>				
Year One	\$95.00	Per Hour	20	\$1,900.00
Year Two	\$95.00	Per Hour	20	\$1,900.00
Year Three	\$95.00	Per Hour	20	\$1,900.00
Year Four	\$95.00	Per Hour	20	\$1,900.00
<b>Total Bid Amount</b>				<b>\$240,300.00</b>

\*Estimated 20 hours per year for evaluation purposes

\*\*The estimated hours for each service represents the approximate volume of anticipated hours only. No future use of the Contract or any individual item is guaranteed or implied.

## State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

1.  **Application is made for 2.5% 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;  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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% 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% vendor preference for the reason checked:**  
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4.  **Application is made for 5% 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% 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% vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7.  **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; 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.

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

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

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

*"Interested party" or "Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*



West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Contracting business entity: Solutions Thru Software Inc.

Address: 631 N. Stephanie St. #527, Henderson, NV 89014-2633

Contracting business entity's authorized agent: Darren Lukasiewich

Address: Box 789, Medicine Hat, AB T1A 7G7

Number or title of contract: ATS Software System Support & Maintenance

Type or description of contract: Support & Maintenance for Automated Drivers Testing System (dmvATS)

Governmental agency awarding contract: West Virginia Division of Motor Vehicles

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity (attach additional pages if necessary):

NO SUBCONTRACTORS WILL BE USED FOR THIS CONTRACT

James Sodero

Dann Sodero

Signature: [Handwritten Signature]

Date Signed: Oct 6, 2017

Check here if this is a Supplemental Disclosure.

Verification

Province of Alberta, County of Canada

I, Darren Lukasiewich, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 6th day of October, 2017

[Handwritten Signature]

Notary Public's Signature

SARAH N. BOWMAN
A Notary Public In And For
The Province Of Alberta
Being A Solicitor

To be completed by State Agency:

Date Received by State Agency:

Date submitted to Ethics Commission:

Governmental agency submitting Disclosure:

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 OTHER 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: Solutions Thru Software Inc.

Authorized Signature: [Signature]

Date: Oct 5/2017

State of Province of Alberta

County of Canada, to-wit:

Taken, subscribed, and sworn to before me this 5 day of October, 2017.

My Commission expires n/a, 20    .

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

[Signature]

SARAH N. BOWMAN  
A Notary Public In And For  
The Province Of Alberta  
Being A Solicitor

*Purchasing Affidavit (Revised 07/07/2017)*





# West Virginia, Division of Motor Vehicles License and Maintenance Agreement

Document Revision Date: July 07, 2016



**Solutions Thru Software**

631 N Stephanie Street, #527, Henderson, NV 89014

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The agreement is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between:

STS:

**Solutions Thru Software Inc.**  
**631 N. Stephanie St. #527**  
**Henderson, NV 89014**  
**USA**  
**(877) 926-4637**

-- AND --

Licensee:

**State of West Virginia**  
**Division of Motor Vehicles**  
**1317 Hansford Street**  
**Charleston, WV 25301**  
**(304 )558-2232**

## DEFINITIONS

The following definitions shall apply hereinafter:

- (1) STS shall refer to Solutions Thru Software Inc., a Nevada corporation, its parent, subordinates, affiliates and/or subcontractors.
- (2) Licensee shall refer to the end-user as named in this agreement including any of its direct affiliates and/or subordinates, excluding subcontractors.
- (3) Applicant shall refer to any individual seeking certification through testing as provided under the authority of the Licensee.
- (4) Examiner shall refer to the primary application, which provides the base for all knowledge testing, skills testing, and associated reporting, management and administrative functions.
- (5) RoadsScholar shall refer to the skills testing software module, which is a satellite client product that allows autonomous skills testing and interfaces with the *Examiner* application.
- (6) Production shall refer to the environment that operates for the purposes of fulfilling business needs for Applicants.

- (7) Testing License shall refer to a software license, which authorizes the operation of a single testing client device, such as a kiosk, computer, tablet or other device for providing direct testing functionality that evaluates an applicant's knowledge or skills and accesses the *Examiner* application. A license for an equal number of quality control licenses for use in a parallel, non-production, quality control environment is also granted.
- (8) Office Site License shall refer to a software license, which authorizes a single physical site, branch and/or office location, including a mobile site, within an organization, to allow client access to the *Examiner* application for the purpose of operational control, management, administration, reporting, and issuance and scoring of paper tests. This shall not include that functionality that is explicitly covered under a Testing License. A license for an equal number of quality control licenses for use in a parallel, non-production, quality control environment is also granted.
- (9) Low-Volume Site License shall refer to a software license which is extended at STS's discretion to a client with a site considered to be of low-volume, having a typical average exam issuance below \_\_\_\_\_ exams annually, and sufficiently high enough organization-wide operating volume to justify license fee reductions. License rights are extended the same as an Office Site License, as well as 2 Testing Licenses. Exam quantity thresholds shall be evaluated on an annual basis with sites passing their threshold requiring the purchase of an appropriate Office Site License and Testing License(s). Low-Volume Site Licenses may be credited towards standard Office Site Licenses at any time.
- (10) Admin Site License shall refer to the software license of a single 'hot' application instance, whether hosted physically or virtually, authorized to provide functionality to any number of sites, offices and/or branches which are properly licensed. Additionally, authorization for the operation of a single Office Site License and two (2) Testing Licenses are authorized for use in the production environment for administrative, help desk, training and other non-production quality control purposes. A license for an equal number of quality control licenses for use in a parallel, non-production, quality control environment is also granted.
- (11) Mapping Service Subscription shall refer to the optional GPS mapping service used as a compliment to the *RoadsScholar* skills testing module and provides full graphic overlay of driven routes, including scoring and non-scoring activity on a digital map. One service subscription is required for each active *RoadsScholar* client. This functionality is not required for GPS track recording in the application, but is required for the graphic presentation of GPS details for review.

## LICENSING TERMS AND CONDITIONS

- (12) The Licensee hereby acknowledges and accepts:
  - a. they are granted a perpetual non-terminating license to all purchased software licenses;
  - b. they are purchasing license to copyrighted Commercial-Off-The-Shelf (COTS) software that is not specifically developed for the exclusive use of the Licensee;
  - c. available licenses may be freely exchanged within an organization to properly align with available resources and changing demands;
  - d. licenses are non-transferable and cannot be given, sold, leased, sublet or otherwise reassigned to any third-party without the express written consent of STS;

- 
- e. they shall not willfully or knowingly operate more application instances, sites or clients than are expressly licensed;
  - f. STS, being the publisher of the licensed software, retains exclusive rights and ownership of the licensed products, including all associated source code, machine code, text, images, audio and/or video, further STS does not extend such rights to any secondary or tertiary parties;
  - g. STS shall provide required licenses for any integrated third-party software components required to operate the application; this shall not be construed to include any operating systems, DBMS or other underlying platforms that are reasonably required to host applications.
  - h. they shall not attempt to decode, disassemble and/or modify any portion of the source code or machine code, or attempt to alter the use of any STS software from its original intended purpose without the express permission of STS;
  - i. they shall not willfully or knowingly disseminate any portions of source or machine code to any third-parties without the express written consent of STS;
- (13) At the request of the Licensee, STS shall provide at no additional charge, a perpetual, non-transferrable license to the following materials for the restricted right of use with STS applications. These materials include, but are not limited to:
- a. AAMVA/FMCSA CDL 2005 knowledge test materials in both English and Spanish, with text, audio and images, with the exception of the CDL Hazmat which is only available in English as per FMCSA regulations;
  - b. current Motorcycle Safety Foundation (MSF) knowledge test materials, for 2-wheel and 3-wheel testing, in both English and Spanish, with text, audio and images;
  - c. current FMCSA/AAMVA skills testing reference forms for use in electronic skills testing;
  - d. current Motorcycle Safety Foundation (MSF) 2-Wheel and 3-Wheel skills testing forms for use in electronic skills testing;
  - e. STS's exclusive image library for use with automated knowledge testing development.
- (14) All licensed electronic text, audio, images and other media as defined in provision (8) shall remain the exclusive property of STS, with no authorization to transfer or disseminate granted.
- (15) Any additional materials developed as part of professional services with STS including electronic text, audio, video, images and/or other media, shall remain the exclusive property of the Licensee with no encumbrances.
- (16) Any breach of license terms may be subject to revocation of such license and subject to sanctions for violation of copyright law.
- (17) All product licenses include a matching quality control license, which entitles the Licensee to operating a non-production parallel operating environment for the purpose of quality control and assurance testing, training and reporting. No production licensing of any kind is granted under these terms.
- (18) All licensing rates and quantities are specified in Schedule A.
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## SOFTWARE MAINTENANCE AND SUPPORT

- (19) For all licensed modules, the Licensee shall be entitled to Software maintenance and support services which includes:
- a. Level 2 technical support by phone, e-mail, video conference or chat; available 8AM to 8PM Eastern time from Monday to Saturday (Level 1 and afterhours on-call support available upon request);
  - b. Entitlement to all major and minor software version updates, which include bug fixes and software feature enhancements, as they become available;
  - c. Software update services (subject to remote system accessibility);
  - d. Updates to training and instructional materials as required for updates;
  - e. Item pool management, including:
    - i. Additions, modifications and deactivations of tests and test definitions;
    - ii. Additions, modifications and deactivations of questions/answers/distractor text;
    - iii. Management of audio recording services for any additions or modifications;
    - iv. Management of translation services, excluding translation costs;
    - v. Ongoing updates to STS managed CDL 2005 and MSF item pools (in English and Spanish only);
    - vi. Item pool quality control testing;
  - f. Service consulting;
  - g. User advisory group;
  - h. Tracked service tickets and reporting (if requested);
- (20) Software maintenance excludes:
- a. Technical support for non-STC software and components, or faults related to third-party component failures; support provided and determined to be out of scope from STC product support may be subject to service charges at an hourly rate (1hr minimum);
  - b. Any required updates to underlying Operating Systems, DBMS or other hosting platforms reasonably required for the support of the applications and their modules;
- (21) Software maintenance and support shall be subject to annual renewal at the negotiated annual renewal rates for each license; no partial renewals will be acceptable.
- (22) Failure to maintain current account balance for annual renewals shall be subject to discontinuance of maintenance and support services and all associated rights and privileges.
- (23) Reinstatement of inactive maintenance agreements may be subject to all outstanding maintenance fees pro-rated from the point of lapse to the current date. For example, if maintenance lapsed in February 2011, maintenance fees for all missed years prorated to the current date will be due.
- (24) All software maintenance rates and quantities are specified in Schedule B.



## **HARDWARE MAINTENANCE AND SUPPORT (not supported by STS)**

- (25) The Licensee shall be entitled to the following Hardware Maintenance services for knowledge testing kiosks:
- a. Level 2 technical support by phone, e-mail, video conference or chat; available 8AM to 8PM Eastern time from Monday to Saturday (Level 1 and afterhours on-call support available upon request);
  - b. STS storage and management of spare parts pool inventory and shipping costs;
  - c. Period preventative maintenance cycle;
  - d. Next Business Day On-site repair or replacement of faulty components;
  - e. Repair and/or replacement of supplied computer, monitor (touch-monitor), kiosk cabinet (housing) and/or accessories as required to continue normal operations;
  - f. Necessary software imaging;
- (26) The Licensee shall be entitled to the following Hardware Maintenance services for skills testing tablets:
- a. Level 2 technical support by phone, e-mail, video conference or chat; available 8AM to 8PM Eastern time from Monday to Saturday (Level 1 and afterhours on-call support available upon request);
  - b. STS storage and management of spare parts pool inventory and shipping costs;
  - c. Period preventative maintenance cycle;
  - d. Next Business Day On-site repair or replacement of faulty components;
  - e. Accidental damage protection, which includes damages due to dropping or other unforeseen events, subject to some limitations which include:
    - i. One (1) screen replacement per year;
    - ii. No theft replacement protection;
    - iii. No repairs of cosmetic features;
    - iv. No coverage for gross negligence;
  - f. Necessary software imaging;
- (27) The terms of Hardware Maintenance shall not be deemed to extend to the following conditions:
- a. Consumable parts, such as: batteries, toner, etc;
  - b. Use of replacement parts not recommended by the OEM;
  - c. Damages, due to conditions of abuse, theft, vandalism and/or negligence; damages due to such conditions may be subject to labor fees and additional parts costs;
  - d. Cosmetic defects due to normal wear and tear, negligence and/or abuse;
  - e. Product from which the serial number has been removed or altered, or tamper seals have been broken;
  - f. Damages or faults caused by failure to follow instructions;
  - g. Damages caused by attempted repairs by non-STs personnel without express permission or instruction from STS;
- (28) All hardware maintenance rates and quantities are specified in Schedule C.

## APPLICABLE LAW

(29) This contract shall be governed by the laws in force in the State of Nevada.

STS:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

The Licensee:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

## SCHEDULE A – SOFTWARE LICENSING

QTY	RATE (per Unit)	DESCRIPTION	NOTES
150	1,550.00	Testing License ( <i>per Client</i> )	
28	2,500.00	Office Site License ( <i>per Site</i> )	
		Low-Volume Site License ( <i>per Site</i> ) ( _____ exams/yr)	
1	2,500.00	Admin Site License ( <i>per App Server</i> )	
		Mapping Service Subscription ( <i>per Client</i> )	

## SCHEDULE B – ANNUAL SOFTWARE MAINTENANCE

QTY	RATE (per Unit)	DESCRIPTION	NOTES
150	325.00	Testing License ( <i>per Client/yr</i> )	
28	325.00	Office Site License ( <i>per Site/yr</i> )	
		Low-Volume Site License ( <i>per Site/yr</i> ) ( _____ exams/yr)	
1	325.00	Admin Site License ( <i>per App Server/yr</i> )	
		Mapping Service Subscription ( <i>per Client/yr</i> )	

## SCHEDULE C – HARDWARE MAINTENANCE

QTY	RATE (per Unit)	DESCRIPTION	NOTES
0		Test Station (per Unit/yr)	<b>Not applicable</b>
0		Control Station (per Unit/yr)	<b>Not applicable</b>
0		Printer (per Unit/yr)	<b>Not applicable</b>

