



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
- Clarification Request

Procurement Folder: 962419

Procurement Type: Central Master Agreement

Vendor ID: 

Legal Name: INTELLECTUAL TECHNOLOGY INC

Alias/DBA:

Total Bid: \$295,400.00

Response Date:  Response Time: Responded By User ID:  First Name: Last Name: Email: Phone: 

SO Doc Code: CRFQ

SO Dept: 0802

SO Doc ID: DMV2200000001

Published Date: 1/5/22

Close Date: 1/11/22

Close Time: 13:30

Status: Closed

Solicitation Description: 

Total of Header Attachments: 2

Total of All Attachments: 2



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	ATS software technical support and maintenance				295400.00

Comm Code	Manufacturer	Specification	Model #
81112200			

**Commodity Line Comments:**

**Extended Description:**

Services for ATS Software Technical Support and Maintenance per the specifications.

# Exhibit A - Pricing Page

COMPANY: Intellectual Technology, Inc.

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

			Unit Cost	Unit of Measure	Estimated Quantity	Extended Cost
<b>Technical Support/Maintenance</b>						
	Year One		\$67,850.00	Per Year	1	\$67,850.00
	Year Two		\$67,850.00	Per Year	1	\$67,850.00
	Year Three		\$67,850.00	Per Year	1	\$67,850.00
	Year Four		\$67,850.00	Per Year	1	\$67,850.00
<b>Programming Rate *</b>						
	Year One		\$150.00	Per Hour	40	\$6,000.00
	Year Two		\$150.00	Per Hour	40	\$6,000.00
	Year Three		\$150.00	Per Hour	40	\$6,000.00
	Year Four		\$150.00	Per Hour	40	\$6,000.00
<b>Total Bid Amount</b>						<b>\$295,400.00</b>

\* Estimated 40 hours per year for evaluation purposes

The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

January 11, 2022

Department of Administration  
Purchasing Division  
2019 Washing ST E  
Charleston, WV, 25305  
Attn: Jessica Hovanec

**RE: WV CRFQ 0802 DMV 2200000001**

Dear Ms. Hovanec,

Intellectual Technology Inc. (ITI) is pleased to respond to the West Virginia Division of Motor Vehicles (WVDMV) Central Request for Quote (CRFQ) for “Automated Testing System (ATS) Software Maintenance and Support.”

ITI is proud to be the WVDMV partner for the current ATS solutions (KnowTo Drive), which consists of ITI providing support and maintenance of KnowTo Drive (K2D) at twenty-eight (28) offices, and on one hundred-fifty (150) testing devices. ITI has also recently partnered with the WVDMV to implement an online ATS solution, via ITI’s proprietary solution, KnowTo Drive Online (K2DO). In addition, to our ATS solutions (K2D and K2DO), ITI also partners with the WVDMV to process DMV transactions on our Self-Service Kiosk solution.

K2D and K2DO, are the industry’s most comprehensive knowledge testing products and have been developed to adhere to industry standards and best practices as defined by the American Association of Motor Vehicle Administrators (AAMVA) and Federal Motor Carrier Safety Administration (FMCSA) guidelines. Through this CRFQ, ITI will continue to provide the WVDMV with software, maintenance, and support, as well as provide the WVDMV with the latest features and enhancements of K2D and K2DO.

The features of K2D and K2DO include, but are not limited to:

- 24/7/365 Applicant Customer Care helpdesk staffed with English and Spanish speaking ITI personnel
- LexisNexis InstantID of the customer or parent/guardian
- InstantID generated personal questions to confirm identity of customer or parent/guardian
- Photo capture before and randomly during the test which includes facial verification of the customer throughout the entire testing process to prevent fraud



- Browser lockdown technology includes monitoring and preventing the customer from leaving the test screen or changing window/tabs. This also involves automatic failure of the test-taker after a predefined number of occurrences
- IP Address source tracking and monitoring to help prevent fraud via illegal groups setting up shops for knowledge testing.
- Thorough real-time reporting of all tests taken. This includes photos of the test-taker, tracking if the test-taker was not present for the photo, and tracking of the other testing anomalies
- PCI Level One certified Credit Card processing, which includes ITI processing and depositing of any State funds
- Customizable fields captured during customer registration
- Identity Document (ID)/certificate of completion sent to the customer via email
- Currently supporting 50+ languages, including American Sign Language
- Quick Pass/Quick Fail feature
- Seamless and user-friendly experience for administrators and customers
- Proctor dashboard for real-time test monitoring
- ADA and Section 508 compliant

Through ITI's partnership with the WVDMV, we have been able to grow the services provided to the citizens of West Virginia, by providing them with a technology leading ATS solution at DMV offices and online. In addition to ITI's partnership with the WVDMV, ITI also has 30 years of experience partnering with North American motor vehicle and driver agencies and has ATS solutions in 26 jurisdictions across North America. This makes ITI the most qualified vendor to continue to offer our ATS to the WVDMV and customers of West Virginia.

Sincerely,

A handwritten signature in blue ink that reads 'JR Haglund'.

JR Haglund, Director of Sales  
Intellectual Technology, Inc. ("ITI")  
2980 E. Coliseum Blvd  
Fort Wayne, IN 46805  
Phone Number 260-459-8800  
[jhaglund@iti4dmv.com](mailto:jhaglund@iti4dmv.com)

# Addendum Acknowledgement

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DMV220000001**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**  
 (Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor’s representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Intellectual Technology, Inc.  
 \_\_\_\_\_  
 Company/  
  
 \_\_\_\_\_  
 Authorized Signature  
 1/10/2022  
 \_\_\_\_\_  
 Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

# Table of Contents

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Addendum Acknowledgement.....	3
<b>Table of Contents .....</b>	<b>4</b>
<b>Response to Specifications .....</b>	<b>5</b>
<b>Purchasing Affidavit .....</b>	<b>18</b>
<b>Appendix .....</b>	<b>19</b>
Software Terms and Conditions.....	19
Technology Maintenance Plan .....	38

# Response to Specifications

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- 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, now Intellectual Technology, Inc., Carlsbad, California. The current maintenance and support will expire: 01/14/2022 and the Licensee is State of West Virginia, Division of Motor Vehicles, 5707 MacCorkle Avenue, S.E., 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

## ITI Response:

As the incumbent provider of the dmvATS Software Maintenance and Support services, ITI is very familiar with the operating environment for the WVDMV.

- 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.

ITI Response:

ITI acknowledges the terms above regarding the dmVATS as defined by the Agency.

**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, now Intellectual Technology, Inc., Carlsbad, California to provide the goods and services described in Section 4.

ITI Response:

As the incumbent provider for the Software Maintenance and Support services for the dmVATS, ITI is authorized to perform 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.

ITI Response:

As the incumbent provider of Software Maintenance and Support for the Agency’s dmVATS solution, ITI is confident that it has the necessary experience to continue to meet the Agency’s requirements. In addition, ITI currently provides Software Maintenance and Support of automated testing systems for twenty-seven motor vehicle agency jurisdictions across North America. ITI agrees to provide any reference information upon request by the Agency.

#### 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.

ITI Response:

ITI agrees to collaborate with the Agency to avoid system operational issues and to identify and resolve any performance issues. ITI looks forward to continuing to work with Agency personnel to deliver exceptional Software Maintenance and support of the dmVATS system.

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;

ITI Response:

ITI shall continue to support the dmVATS system through providing all major and minor software updates, updating software services, and updating all training and instructional materials as required throughout the life of the contract.

4.1.1.2. Vendor must provide item pool management, including:

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.

**ITI Response:**

ITI currently provides these services to the Agency in support of the dmVATS. These types of item pool changes will be billed at the hourly rate outlined in ITI's cost proposal.

- 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>

**ITI Response:**

ITI agrees to maintain the fully operational status of the dmVATS during the hours listed above, excluding WV State and Federal Holidays.

- 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)
- Juneteenth (June 19)
- 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)

ITI Response:

ITI provides bilingual live helpdesk support through our Customer Care team 24/7/365. The Agency shall be provided a priority toll-free telephone number and an email address for communication directly with the Customer Care team.

- 4.1.1.5. Vendor must perform weekly operational monitoring and inspection of the Agency dmvATS system.

ITI Response:

ITI shall continue to perform, at a minimum, weekly operational monitoring, and inspection of the Agency's 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.

ITI Response:

ITI agrees to the 30-minute call-back and 4-hour resolution response windows for service calls Statewide.

- 4.1.1.7. The maximum acceptable downtime for any dmvATS System location is four (4) hours. Per item 11, 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.

ITI Response:

ITI agrees to the terms that the maximum acceptable downtime for the dmvATS system is 4 hours. ITI acknowledges that liquidated damages will be assessed if ITI fails to adhere to this level of support. ITI understands that downtime requiring intervention by West Virginia

State technical staff is the only exemption for this downtime requirement.

**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.

ITI Response:

ITI agrees that all Professional Programming Services for the dmvATS shall be based on approved SOW that specifies the services and fee rate; not to be exceeded by the agreed-upon rate in Exhibit A, Pricing Page.

- 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.

ITI Response:

ITI agrees that work performed at the hourly rate shall be invoiced monthly and will include documentation of work completed for the hours billed.

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

ITI Response:

ITI acknowledges that all SOW's must be mutually approved by both parties 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.

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.

ITI Response:

ITI agrees that all SOW's will include specific requirements to be reviewed by both parties. As a part of ITI's project methodology, a deliverable acceptance document will be provided before project closeout for review by all parties. This document details each of the requirements agreed to and the deliverables that satisfy each of the requirements. Mutual acceptance is required before formal project closure.

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.

ITI Response:

Each SOW shall include staffing criteria detailing the estimation of hours and services that will be necessary to complete the tasks. ITI understands that the Agency may request full or part time commitment. Each SOW shall include a "not-to-exceed" price.

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.

ITI Response:

As a part of ITI's project methodology, comprehensive solution documentation shall be provided to all project stakeholders. Any subsequent change management activities will accommodate for any solution documentation updates that are required to reflect the current state of the Solution.

- 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.

**ITI Response:**

ITI's Software Development Lifecycle (SDLC) policies dictate that all Solutions must include a minimum of 4 software environments. These include Development, Internal Quality Assurance (QA), State User-Acceptance Testing (SUAT), and finally Production. As the name suggests, ITI has included a User-Acceptance Testing (SUAT) environment specifically to provide the State with an opportunity to test and approve any releases developed for the Solution before deploying those functions to the Production environment. The State has full discretion to test and approve within the SUAT environment, according to the State's processes. ITI will support these processes, test cases, and incorporate additional test cases, as defined by the Agency within the regression test cycle that occurs within the Internal QA environment. All promotions to SUAT and PROD are at the direction and approval of the Agency.

ITI acknowledges that the Agency shall not be invoiced until all services have been accepted and approved by appropriate Agency personnel.

## **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.

**ITI Response:**

ITI has provided a draft copy of our Software Terms and Conditions that can be located on page 19 of this response.

- 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.

**ITI Response:**

ITI has provided a draft Technology Maintenance Plan that can be located on page 38 of this proposal.

- 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.

**ITI Response:**

ITI understands and acknowledges that the Total Bid Cost will be the basis for the evaluation of this submission.

- 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.

ITI Response:

ITI acknowledges and understands the directions for submission of the Pricing Pages as described above by the Agency.

- 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.

ITI Response:

ITI is not submitting an Equivalent Brand for this response.

- 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.

ITI Response:

ITI is not submitting an Equal Product for this response.

- 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.

ITI Response:

ITI understands that a schedule for performance of Contract Services and Contract Service Deliverables must be agreed upon.

- 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.

ITI Response:

ITI acknowledges that the Agency shall pay the hourly rate as displayed on the Pricing Pages for all Contract Services performed and accepted under this contract. ITI agrees to accept payment in accordance with the payment procedures of the State of West Virginia.

- 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.

ITI Response:

ITI understands and acknowledges that it shall be responsible for all mileage and travel costs related to the performance of this Contract. All anticipated mileage or travel costs shall be accounted for in the flat fee or hourly rate included in this bid.

- 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.

ITI Response:

ITI agrees to properly identify any employees, according to the Agency's policies, that will be issued access cards or keys to perform service before the issuance of access cards or keys.

- 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.

ITI Response:

ITI understands that it will be responsible for controlling Agency provided cards and keys and agrees to pay the replacement fee if they become lost or stolen.

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

ITI Response:

ITI agrees to immediately notify the Agency if any cards or keys are lost or stolen.

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

ITI Response:

ITI agrees that any employees that are performing services pertaining to this Contract will be subject to the Agency's security protocols and procedures.

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

ITI Response:

ITI agrees to ensure that all staff that will be performing services on this Contract are informed of the Agency's security protocols 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.

ITI Response:

ITI understands that failure to perform Contract Services in accordance with the requirement shall be considered a default under this contract.

10.1.2. Failure to comply with other specifications and requirements contained herein.

ITI Response:

ITI understands that failure to comply with other specifications and requirements contained within the Contract shall result in default.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

ITI Response:

ITI understands that failure to comply with any laws, rules, and ordinances applicable to the Contract Services shall result in a default of the Contract.

10.1.4. Failure to remedy deficient performance upon request.

ITI Response:

ITI understands that failure to remedy a performance deficiency upon request will be considered a default under this Contract.

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

ITI Response:

ITI understands that Agency has the above remedies available should ITI default on the terms of the contract.

## **11. MISCELLANEOUS:**

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

Contract Manager: Drew Nicholson

Telephone Number: 260-459-8800

Fax Number: 260-459-8820

Email Address: DNicholson@iti4dmv.com

# Purchasing Affidavit

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Intellectual Technology, Inc.

Authorized Signature: Robert A Nicholson *Robert A Nicholson* Date: 01/10/2022

State of Florida

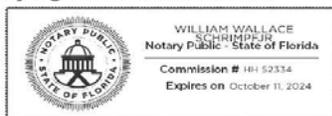
County of Pinellas, to-wit:

Taken, subscribed, and sworn to before me this 10th day of January, 2022.

By Robert A Nicholson as CEO of Intellectual Technology, Inc.  
My Commission expires October 11th, 2024.

Type of ID provided by signer: IN Driver License

**AFFIX SEAL HERE**



Notarized online using audio-video communication

**NOTARY PUBLIC**

*William Wallace Schrimpf Jr.*  
Signature of Notary Public State of Florida  
**Purchasing Affidavit (Revised 01/19/2018)**  
William Wallace Schrimpf Jr.  
Commission # HH 52334  
My Commission Expires: 10/11/2024

# Appendix

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## Software Terms and Conditions

### License and Maintenance Agreement

This License and Maintenance Agreement (this "**Agreement**"), effective on the same date that the Underlying Agreement is effective (the "**Effective Date**"), is by and between Intellectual Technology, Inc., a Delaware corporation with offices located at 2980 E. Coliseum Blvd. Fort Wayne, IN 46805 ("**Licensor**" or "**ITI**") and the State of West Virginia through its Division of Motor Vehicles with an office located at 1317 Hansford Street Charleston, WV 25301 ("**Licensee**" or "**DMV**"). Licensor and Licensee may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, Licensor desires to license the Software described in **Exhibit A** attached hereto to Licensee; and

WHEREAS, Licensee desires to obtain a license to use the Software for its internal business purposes and maintenance services for such Software, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) "**Admin Site License**" shall refer to the software license of a single Production application instance (e.g. a single test type with a unique set of questions and answers), 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 three (3) 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.

(b) "**Administrative License**" means a master software license for the use of a type of test with a unique set of questions and answers (i.e. item pool).

- (c) “**Applicant**” shall refer to any individual seeking certification through testing as provided under the authority of the Licensee.
- (d) “**Documentation**” means Licensor's user manuals, handbooks, and installation guides relating to the Software provided in writing by Licensor to Licensee.
- (e) “**KnowTo Drive**” shall refer to the primary application, which provides the base for in office knowledge testing, and associated reporting, management and administrative functions.
- (f) “**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.
- (g) “**Production**” shall refer to the environment that operates for the purposes of fulfilling business needs for Licensee.
- (h) “**SkillsTo Drive**” shall refer to the skills testing software application, which allows autonomous skills testing.
- (i) “**Software**” means the product described in **Exhibit A** in, including any Updates provided to Licensee pursuant to this Agreement.
- (j) “**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 KnowTo Drive application.
- (k) “**Underlying Agreement**” means the Agreement between Licensor and Licensee as a result WV RFQ DMV22-01.
- (l) “**Updates**” means any bug fixes, patches, or other error corrections to the Software that Licensor generally makes available free of charge to all licensees of the Software. Updates do not include adding new features or functions or any change required to be made to the Software due to modifications of Licensee’s systems by Licensee or its agents.

2. License Terms and Conditions.

(a) License Grant. Licensor hereby grants Licensee a non-exclusive, non-sublicensable, and non-transferable license during the Term to: (i) use the Software solely for Licensee's governmental purposes of certifying individuals to become authorized operators of certain motor vehicles and in accordance with the Documentation; and (ii) use and make a reasonable number of copies of the Documentation solely for Licensee's internal business purposes in connection with Licensee's use of the Software. ITI, 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 ITI does not extend such rights to any secondary or tertiary parties.

(b) Use Restrictions. Licensee shall not use the Software or Documentation for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Licensee shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Software or the Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (iv) shall not willfully or knowingly operate more application instances, sites or clients than are expressly licensed; or (v) remove any proprietary notices from the Software or the Documentation.

(c) Delivery. Licensor shall deliver the Software in accordance with the terms of the Underlying Agreement.

### 3. Support; Updates.

(a) Support. Licensor shall provide Licensee with the support services described in **Exhibit A** during the term of the Underlying Contract.

(b) Updates. During the Term, Licensor shall provide Licensee, at no additional charge, all Updates, each of which constitutes Software and is subject to the terms and conditions of this Agreement.

4. Fees and Payment. The payment of fees is as provided in the Underlying Agreement and for *KnowTo Drive Online* as provided herein.

5. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other

sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law. NOTHING IN THIS SECTION WILL PREVENT OR IMPAIR LICENSEE FROM COMPLYING WITH ANY APPLICABLE OPEN RECORDS OR FREEDOM OF INFORMATION LAWS.

6. Intellectual Property Ownership. Licensee acknowledges that, as between Licensee and Licensor, Licensor owns all right, title, and interest, including all intellectual property rights, in and to the Software and Documentation. Licensee shall acquire all right to works made for hire that are specifically and exclusively developed for Licensee as provided in writing. Works made for hire do not include the Software or any developments made for ITI's general business purposes.

7. Warranties and Warranty Disclaimer.

(a) Licensor warrants that: (i) the Software will perform materially as described in the specifications set out in **Exhibit A** during the Term; and (ii) at the time of delivery the Software does not contain any virus or other malicious code.

(b) If, during the period specified in [Section 7\(a\)](#), any Software fails to comply with the warranty in Section 7(a), Licensor shall repair or replace the Software. The remedies set forth in this Section 7(b) are Licensee's sole remedies and Licensor's sole liability under the limited warranty set forth in Section 7(a), unless otherwise provided in the Underlying Agreement.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN [SECTION 7\(a\)](#) OR AS OTHERWISE PROVIDED IN THE UNDERLYING AGREEMENT, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. Indemnification.

(a) Licensor Indemnification.

(i) Licensor shall indemnify, defend, and hold harmless Licensee from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Licensee resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Software or Documentation, or any use of the Software or Documentation in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, provided that Licensee promptly notifies Licensor in writing of the claim, cooperates with Licensor, and allows Licensor sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, Licensee agrees to permit Licensor, at Licensor's sole cost and expense, to (A) modify or replace the Software or Documentation, or component or part thereof, to make it non-infringing, or (B) obtain the right for Licensee to continue use. If neither of these alternatives are possible notwithstanding Licensor's commercially reasonable efforts, Licensor may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Licensee, provided that Licensor shall refund or credit to Licensee all amounts paid by Licensee in respect of the Software or Documentation that Licensee cannot reasonably use as intended under this Agreement.

9. Term and Termination.

(a) Term. The term of this Agreement begins on the Effective Date and Terminates upon the termination of the Underlying Agreement (“**Term**”).

(b) Termination. This Agreement will terminate immediately and automatically upon the termination of the Underlying Agreement.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate, and, without limiting Licensee's obligations under Section 5, Licensee shall cease using and delete, destroy, or return all copies of the Software and Documentation.

(d) Survival. This Section 9(d) and Sections 1, 5, 6, 8, and 10 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

10. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, licenses, and representations and warranties, both written and oral, with respect to the same or similar subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its Exhibits; (b) second, the Exhibits to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") may be provided as described in the Underlying Agreement or may be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices should be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement or Underlying Agreement, a Notice is

effective only: (i) upon receipt by the receiving Party, and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(d) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement when and to the extent such failure or delay is caused by any of the following circumstances beyond such Party's reasonable control, including but not limited to: (i) acts of God; (ii) flood, fire, earthquake, explosion, or other potential disaster(s) or catastrophe(s), such as epidemics or pandemics; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of this Agreement; and (vi) national or regional emergency; and (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed by the same laws as provided in the Underlying Agreement.

(g) Assignment. Neither Party may assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party;



provided, however, that either Party may assign its rights or delegate its obligations, in whole or in part, without consent and upon 10 days prior written notice to the other Party, to an entity that acquires all or substantially all of the business or assets of such Party to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. Any purported assignment, transfer, or delegation in violation of this Section will be null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

(h) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**Intellectual Technology, Inc.**

**The State of West Virginia  
Division of Motor Vehicles**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

## EXHIBIT A

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

### 1. DESCRIPTION OF SOFTWARE; SPECIFICATIONS:

- **KnowTo Drive** – As described in the Underlying Agreement.
- **KnowTo Drive Online** – As described in Section 2.II.1 of this Exhibit A. KnowTo Drive Online is also subject to the Special Terms and Conditions contained in Section 2.II of this Exhibit A.

2. SUPPORT: ITI shall provide the following Software support and maintenance:

#### I. SOFTWARE MAINTENANCE AND SUPPORT

- a. For all licenses, as provided in the Underlying Agreement, the Licensee shall be entitled to Software maintenance and support services which includes:
  - i. Level 2 technical support by phone or e-mail; available 8AM to 8PM Eastern time from Monday to Saturday (Level 1 and afterhours on-call support available upon request);
  - ii. Software Updates (subject to remote system accessibility);
  - iii. Revisions to training and instructional materials as required;
  - iv. Item pool management, including:
    1. Additions, modifications and deactivations of tests and test definitions;
    2. Additions, modifications and deactivations of questions/answers/distractor text;
    3. Management of audio recording services for any additions or modifications;
    4. Management of translation services, excluding translation costs;
    5. Ongoing updates to ITI managed CDL 2005 and MSF item pools (in English only);
    6. Item pool quality control testing;
    7. Translation services are available for an additional price that ITI will quote to Licensee upon its request.

- v. Any other requirements as required by the Underlying Agreement;
- b. Software maintenance excludes:
  - i. Technical support for non-ITI software and components, or faults related to third-party component failures; support provided and determined to be out of scope from ITI product support may be subject to service charges at an hourly rate (1 hr. minimum);
  - ii. Any required updates to underlying Operating Systems, database systems, or other hosting platforms reasonably required for the support of the applications and their modules.
- c. Unless otherwise provided in the Underlying Agreement, 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.
- d. Failure to maintain current account balance for annual renewals shall be subject to discontinuance of maintenance and support services and all licenses and other associated rights and privileges.
- e. 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 2019, maintenance fees for all missed years prorated to the current date will be due.
- f. All Software licenses, fees, maintenance rates, and quantities are specified in the Underlying Agreement and for *KnowTo Drive Online* as provided herein.

## **II. SPECIAL TERMS AND CONDITIONS FOR KNOWTO DRIVE ONLINE.**

- 1. In addition to the terms and conditions provided in Section 2.I of this Exhibit A, the following terms and conditions apply to the *KnowTo Drive Online* application.
  - A. Contractor will provide a web-based Driver License ("DL") applicant knowledge test ("*KnowTo Drive Online*") for DMV customers desiring to take the knowledge test from home or non-DMV locations ("Home Applicants").
  - B. Software Updates while this Agreement is in effect.
  - C. The *KnowTo Drive Online* solution shall provide Home Applicants access to DMV's online knowledge test. For Knowledge Tests, the system shall record results in the ITI central testing database and provide Home Applicants with a Certificate of Completion that the Home Applicant can take to the DMV for entry into the DMV system of record. Contractor shall ensure that *KnowTo Drive Online* is available to Home Applicants through a secure online portal.
  - D. Contractor will provide a secure online registration portal that will allow Home Applicants to enter DMV required information for the purpose of creating a DMV

customer in the DMV System. All Home Applicants will be required to enter their minimum identification elements as determined by DMV. Minimum identification elements may include elements such as First Name, Last Name, Street Address, City, State, Zip Code, Date of Birth and/or last five digits of their Social Security Number, but shall not include a complete social security. Required information may include other information such as generic medical questions for example, as required by the DMV. DMV reserves the right to expand or reduce questions required during the registration process.

- E. The Contractor registration system shall require Home Applicants under the age of 18 to have a parent or legal guardian participate in the online registration process by providing at a minimum, their First Name, Last Name, DOB, last five digits of SSN, and a valid West Virginia Driver License Number (“DLN”).
- F. The Contractor registration system shall require Home Applicants 18 years of age and older to participate in the online registration process by providing the information listed in 1.E.
- G. The Contractor registration system shall provide instructions and rules of online knowledge tests to the applicant and require confirmation of understanding before allowing applicant to continue.
- H. Contractor’s registration system must perform a Contractor-provided LexisNexis InstantID evaluation on Applicants eighteen (18) years of age or older or on another person of at least eighteen (18) years of age for Applicants under the age of eighteen (18) (“Identified Candidate”). The InstantID process will evaluate customer information to the LexisNexis database to resolve and match customer information against numerous data points including identity verification, fraudulent activity, and compliance data. The Instant ID process will return an evaluation of pass or fail depending on data submitted and whether identity can be positively matched. If the identity can be matched, the Applicant will be offered the next step in the identity verification process. If the identity cannot be matched, the Applicant will be notified that their identity could not be verified and the Applicant will be directed to take their knowledge exam at a DMV office. Contractor registration system will perform a Contractor provided LexisNexis FraudPoint scoring on the parent or legal guardian of under 18 applicants and applicants 18 years of age or older. FraudPoint scores range from 300 to 900 and will be evaluated as follows:
- I. Following the InstantID evaluation process, Contractor’s registration system must present the Identified Candidate with the LexisNexis InstantID Q&A (“RQA”) process, provided the Identified Candidate passes the InstantID process as provided for in Exhibit A, §1.K The RQA process will be administered by Contractor as follows:
  - The Identified Candidate will be presented with a screen that explains the applicant must answer a series of questions in order for their identity to be

fully validated. The Identified Candidate must select “I understand” before the Identified Candidate may move on to the next screen.

- The Identified Candidate will be presented with a screen that displays the first question, along with three (3) potential answers.
  - After the Identified Candidate enters their answer to the first question, the second question will be presented to the Identified Candidate, along with three (3) potential answers.
  - After the Identified Candidate records their answer to the second question, the process will continue in one of the following ways:
    - If both questions were answered incorrectly, the registration process will end and the screen will indicate that the Identified Candidate must visit a DMV branch office to conduct their test; or
    - The Identified Candidate will be presented with the third question, along with three (3) potential answers.
  - After the Identified Candidate records their answer to the third question, the process will continue in one of the following ways:
    - If two of the three questions have been answered incorrectly, the registration process will end and the screen will indicate that the applicant must visit a DMV branch office to conduct their test; or
    - If one of the three questions has been answered incorrectly, the applicant will be informed that they may continue to take the Knowledge Test online, but may be subject to a retest when receiving their credentials at a DMV branch office. The Applicant will then be presented with an attestation affirming their knowledge that there may be a retest, and the Applicant will have the ability to either cancel or continue registration; or
    - If the third question is answered correctly, the Applicant will be presented with a screen indicating that their identification has been verified and the Knowledge Test process will begin.
- J. The Contractor shall integrate with West Virginia Interactive (“WVI”) to provide a secure, PCI certified payment processing system to allow applicants to pay by credit card for the online test fees charged by the Contractor and any applicable KDOR fees. Contractor will charge applicants a credit/debit card merchant fee for payment processing of \$1.50 or 2.30% of the overall transaction, whichever is greater. Contractor will provide applicants with a receipt of successful payment via email.
- K. The fee structure for the DL test shall be as follows:
- Contractor shall charge \$5.00 per test and bill the DMV monthly for all tests taken.
  - DMV shall charge \$7.50 per test taken.

- WVI will charge \$1.00 per test taken
- L. All fees collected on behalf of the Contractor, DMV, and WVI will be directly deposited into a DMV account under a unique Merchant ID (“MID”) provided by the DMV.
- M. The Contractor registration system must provide the applicant an email copy of success or failure of registration. Successful registration will include a secure code and time sensitive URL to allow applicants to take the knowledge test at a later time if so elected or in the event of unintentional interruption of test.
- N. The Contractor shall provide applicants the ability to immediately proceed to the online test or elect to take the test up to a number of days later after successful registration in accordance with DMV business rules.
- O. The Contractor registration system will verify applicant identity should they elect to take the test at a later time by requiring Applicant to enter the same identification elements as required during the initial registration and the secure code provided during initial registration process.
- P. The Contractor online test system will inform customers that once in the test system, they will have a number of hours in accordance with DMV business rules to complete the test and that they cannot navigate from the test at any time. Applicant will be clearly notified that navigating away from the test session will be detected and the following rules will be enforced:
  - First infraction will notify applicant that they are violating rules of the testing system and that any more infractions may result in test failure.
  - Second infraction will notify applicant that to continue, they will need to agree to a possible retest at a DMV branch office during credentialing. Applicant will be presented an attestation to confirm acceptance.
  - Third infraction will result in test failure with no refund of test monies.
- Q. The Contractor system will provide the ability to capture images of the Home Applicant during the testing session.
  - The Home Applicant will be notified prior to taking the test that an identifiable image must be captured for the test to be considered valid.
  - The Home Applicant will be notified that additional images will be captured during the testing session to confirm identity of the Home Applicant.
  - The Contractor system shall store all images taken for audit and verification purposes for a timeframe in accordance with DMV business rules.
  - The Contractor system shall make all images captured available to the DMV through the Contractor supplied reporting repository.
  - The Contractor system will not be required to provide “liveness” detection during image capture process.

- R. The Contractor shall make available, as soon as commercially reasonable, a feature within *KnowTo Drive Online* for comparing images taken during the testing session. Such feature will include alerting the Home Applicant and DMV of matching failures, in a manner agreed upon by Contractor and DMV.
- S. The Contractor online testing system will be able to provide a Quick Pass and Quick Fail feature which will allow the applicant to successfully complete the test if a certain number of questions are answered correctly. If a certain number of questions are answered incorrectly, the applicant will be failed immediately. The number of questions required to pass or fail will be in accordance with DMV business rules.
- T. The Contractor online testing system will provide applicants with a certificate of completion or failure at the end of the test in a downloadable and email version. If the certificate is for failure, the Contractor shall provide the applicant with all missed questions and study guide references for the missed questions.
- U. In accordance with DMV business rules, the Contractor will only allow applicants to retake the test online a number of times within a year and shall collect Contractor test fee and applicable DMV fees during each retest attempt. If the applicant fails a number of times within a year, the applicant will be notified that they must visit a DMV office to conduct their test.
- V. The Contractor will be able to detect interruptions to tests due to applicant exit or error conditions. If an applicant purposely exits a test, the applicant will be warned that if they continue, the test will be failed and all monies forfeited. If the applicant testing process is interrupted due to Internet failure, Contractor system issues, or similar events outside the applicant's control, the Contractor system will allow applicant to retest and begin where they left off at no charge to the applicant.
- W. The Contractor knowledge test system will be available to customers both audibly and visually in the languages of English and Spanish.
- X. The Contractor system will provide a real-time web-based data repository that will allow DMV administrators to collect and review information for online testing with Home Applicants. Reporting will include:
- Reports demonstrating test volumes taken at home by day, time periods, hours of day, and by type of test.
  - Reports demonstrating time durations of tests taken at home by day, time periods, hours of day, and by type of test.
  - Reports demonstrating Pass/Fail rates of tests taken at home by day, time periods, hours of day, and by type of test.
  - Searchable reports to allow auditors to inspect individual exams administered. Detail will include applicant information, detailed test information, date of test, time of test, duration of test, language used, and scoring of test.

- Reports demonstrating languages used for tests taken at home, by day, time periods, hours of day, and by type of test.
  - Reports demonstrating first and subsequent tests taken by individual applicants at home, by day, time periods, hours of day, and by type of test.
  - Reports demonstrating call center tickets and resolutions for system issues and tests taken at home, by day, time periods, hours of day, and by type of test.
- Y. Contractor shall be responsible for project planning, coordination, implementation, installation, and maintenance associated with the project. Any changes to the project must be requested through DMV in writing. DMV will approve or reject the change within ten (10) business days of receipt of the written request. Failure to respond will be deemed a rejection of the request. If necessary due to the nature of the change(s), an amendment to this Contract will be executed before any requested project changes may occur.
- Z. Contractor must:
- Submit a SOC2 Type2 certification annually from a currently licensed independent Certified Public Accountant, which shall be performed in accordance with American Institute of Certified Public Accountants "Statements on Standards for Attestation Engagement." The attestation must indicate that the internal controls over data have been evaluated and are adequate to protect the data from unauthorized access, distribution, use, modification, or disclosure.
  - Submit a PCI Service Provider Level One certification annually from a PCI Counsel certified independent assessor.

## 2. **System and System Integration**

Contractor shall ensure the System meets the following requirements:

- A. Contractor is responsible for hosting the web applications, maintenance of test items, and security and storage of the data.
- B. Contractor's solution must maintain the ability for continued testing if there is a system disconnect or system failure. Contractor shall ensure tests are available 24 hours a day, 7 days a week, and 365 days a year.
- C. The System must comply with all applicable State and industry security standards.

## 3. **Data Storage and Reports**

The System must be able to provide DMV personnel:

- A. Record and maintain testing data history for all tests taken for the entire Contract term;

- B. Purge data by date, as determined and required solely by DMV;
  - C. Create and print statistical and management reports;
  - D. Produce and print an applicant receipt;
  - E. Print a replication of a test as it was presented to the applicant;
  - F. Produce all reports in an electronic and printed form; and
  - G. Export summary data for standard and ad hoc reports in a Microsoft Excel format, or in a format otherwise required by the DMV.
5. **Backup and Recovery**
- A. In the event of a power outage or System failure, Contractor must ensure that all regularly required statistical data for previous tests and tests in progress is restored and continues to function as if no interruption to the System had occurred.
  - B. In the event of a power failure of the System or individual tablets or computers, Contractor shall ensure the System or unit is capable of restarting all tests within five (5) minutes of restoration of power.
  - C. Contractor must ensure the System provides a solution for redundancy, continuous generation of tests, and the backup and recovery of data.
6. **Service and Maintenance**
- A. Contractor shall be responsible for application support, maintenance, and enhancements throughout the term of the Contract at no cost to the State.
  - B. System maintenance and software updates must be performed at times that will not impede the regular course of business. Maintenance schedules and specifications shall be mutually agreed upon by the Parties.
  - C. Contractor will make commercially reasonable efforts for the System to be available 24 hours a day, 7 days a week, 365 days a year with no outages scheduled for periods where there is the potential for high traffic.
  - D. Contractor shall ensure 24-hour phone and online support is available to DMV and Home Applicants.
  - E. Contractor must correct application defects that are application malfunctions or functional deviations from approved application design. No requirements or design changes are involved in the correction of application defects.
  - F. Contractor shall notify DMV of all scheduled maintenance at least 5 (five) business days prior to the maintenance being performed.
  - G. Level 2 technical support by phone, email, video conference or chat, Mon-Sat 8am-8pm EST.
  - H. Tracked service tickets and reporting.
7. **Service Level Agreement**

A. Contractor shall meet or exceed the service levels indicated in the table below from the time production rollout is complete through the entire term of the Contract, including any extensions.

<b>Service Response Times</b>		
<b>Priority Level</b>	<b>Definition</b>	<b>Action</b>
<b>1</b>	Test-taker unable to conduct knowledge testing. <i>KnowTo Drive Online</i> solution cannot function and there is no DMV acceptable workaround.	<p>The Parties will follow these procedures:</p> <ul style="list-style-type: none"> <li>• DMV will call Contractor helpdesk to open a ticket.</li> <li>• Contractor shall respond to calls within fifteen (15) minutes.</li> <li>• Contractor shall repair the defect, remotely, within two (2) hours.</li> <li>• Contractor will provide a recommended solution to the State within four (4) hours of notification, and the State must respond to the recommendation within two (2) hours, to accept, reject, or modify the solution.</li> </ul>
<b>2</b>	An acceptable DMV workaround exists, but a meaningful impact on availability of solution is occurring in order to work around the defect.	<p>The Parties will follow these procedures:</p> <ul style="list-style-type: none"> <li>• DMV will call the Contractor helpdesk to open a ticket.</li> <li>• Level 2 requests will be assigned priority over Level 3 service requests. Work will be performed by Contractor as necessary to ensure the issue is corrected as soon as possible and, in a manner, acceptable to both parties.</li> <li>• Contractor must repair the defect, at least temporarily, within twenty-four (24) hours of receiving notification, and must provide a permanent fix within seventy-two (72) hours of receiving the notification.</li> </ul>

<b>Service Response Times</b>		
<b>Priority Level</b>	<b>Definition</b>	<b>Action</b>
<b>3</b>	A DMV acceptable workaround exists and the solution can function with an acceptable delay in services.	<p>The Parties will follow these procedures:</p> <ul style="list-style-type: none"> <li>• DMV will call the Contractor helpdesk to open a ticket.</li> <li>• Level 3 requests will be assigned a priority over less urgent service requests; however, the urgency will be less than what is described in Level 2.</li> <li>• Contractor must identify a fix and provide a DMV approved solution. Contractor shall provide the fix within seven (7) business days of receiving notification.</li> </ul>

- B. During the entire term of the Contract, including any extensions, Contractor will work with DMV to ensure timely resolution of any reported technical issues.
- C. Contractor shall correct all defects in software and/or components at no additional cost to the State.

**8. Price Per Test (“PPT”) and Maintenance Fees**

- A. Contractor shall provide all software solution and services described in this SOW for *KnowTo Drive Online* solution for Home Applicants at no cost to the State. Contractor shall receive a fixed Price-per-Test (“PPT”) transaction fee of five dollars (\$5.00) for each knowledge test conducted through the *KnowTo Drive Online* solution for Home Applicants.
- B. The PPT transaction fee of five dollars (\$5.00) and annual maintenance fee shall remain fixed throughout the entire term of this Contract, including any extensions, unless the State and the Contractor decide an increase shall be allowed and an amendment to this Contract is fully executed. Contractor shall not, on its own, increase the PPT transaction fee paid by Home Applicants.
- C. Contractor agrees that, upon reaching and maintaining a threshold whereby at least fifty (50%) percent of annual knowledge tests are taken through *KnowTo Drive Online* by a Home Applicant for a Contract Year (numerator) divided by the total number of knowledge tests taken during that same period (denominator) (“Usage”), Contractor will provide a credit to be applied to future invoices for annual maintenance fee paid by the State to Contractor under the Underlying Agreement

(“DMV Credit”). A “Contract Year” begins on January 15 of each calendar year and ends on January 14 of the subsequent calendar year.

A DMV Credit:

- (i) Must be used for the following Contract Year in which it was earned.
- (ii) Can only be earned and applied if: (1) the Usage for the immediate prior Contract Year is at least fifty (50%) percent, (2) the DMV actively promotes the use of *KnowTo Drive Online* whereby the DMV conducts a sufficient amount of public awareness campaigns, as agreed between the parties) and (3) this Agreement and SOW are not terminated prior to the full term of the Agreement, including any extension or renewal terms.
- (iii) Suspends the applicable annual maintenance fee until it is applied, which is on the date that the following annual maintenance fee is due.

## Technology Maintenance Plan

### Purpose of Document

The Technology Maintenance Plan contains the description and schedule information necessary for ITI and WV DMV to have a common understanding of the required regular maintenance cycle for a given product solution. This plan is developed by ITI IT personnel and reviewed with WV DMV for understanding and completeness. Upon acceptance of this plan, WV DMV and ITI can begin to effectively perform regularly scheduled maintenance actions on the referenced servers. Contact information is also included in case of necessary communication, along with a description of steps for planned maintenance activities. A description of the rollback process is also included in case of a problem encountered during the latest maintenance action. Special maintenance actions required outside this planned maintenance cycle will be communicated and coordinated separately.

### Glossary of Terms

Term	Definition
DR	Disaster Recovery server environment
ITI	Intellectual Technology, Inc.
KnowTo Drive Online	Driver Testing application maintained by ITI
Microsoft Patch Tuesday	Second Tuesday of the month in which Microsoft releases monthly Security-related updates for Windows-based OS and related products
PROD	Production server environment
UAT	User Acceptance Testing server environment

### Overview

Intellectual Technology, Inc. hosts the West Virginia Testing Solutions UAT, Production, and Disaster Recovery server environments. The UAT and Production server environment resides at the ITI The UAT and Production server environment is hosted in the ITI Fort Wayne data center and the Disaster Recovery environment is hosted at the ITI data center located in Brandon, South Dakota. It is ITI policy to apply security updates within 30 days of Microsoft update release.

Microsoft updates are staged monthly after every Microsoft Patch Tuesday to each server (physical host and virtual) in the server infrastructure. The staging (availability for install) of the current Microsoft monthly updates occurs immediately after the second Tuesday of each month. The only updates selected to be staged each month will be those classified as critical security updates for SQL 2016 & Windows Server 2016 utilizing the Windows Server Update Service.

This plan also takes into consideration the requisite device maintenance activities related to tablet and workstation hardware that ITI is contracted to maintain.

## Points of Contact

Name	Organization	Email
Drew Nicholson	ITI	<a href="mailto:dnicholson@iti4dmv.com">dnicholson@iti4dmv.com</a>
Chad Burton	ITI	<a href="mailto:cburton@iti4dmv.com">cburton@iti4dmv.com</a>
Justin Coulston	ITI	<a href="mailto:jcoulston@iti4dmv.com">jcoulston@iti4dmv.com</a>
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Stephen Knuckles	ITI	<a href="mailto:sknuckles@iti4dmv.com">sknuckles@iti4dmv.com</a>
Dave Johnson	ITI	<a href="mailto:djohnson@iti4dmv.com">djohnson@iti4dmv.com</a>
TBD	WV DMV	<b>TBD</b>

## Major Tasks

ITI will complete the following Windows operating system and SQL Server updates that follow the update classifications released from Microsoft on the West Virginia Testing Solutions Production, UAT, and Disaster Recovery servers monthly:

- Security updates
- Critical updates

The sequence of patching process for each of the redundant physical host, virtual database, and application servers is performed using a methodical process. This method ensures redundancy and stability, which is essential for providing uninterrupted service in the event an unplanned event occurs during server patching cadences.

## Schedule & Cadence of Server Patching

### UAT Server Maintenance Cadence

- *8 AM – 5 PM (EST) proposed UAT maintenance window.*

ITI will complete UAT server environment monthly security and windows update patch on the first Sunday after every Microsoft Patch Tuesday, between 8 AM – 5 PM (EST) maintenance window.

### Production Server Maintenance Cadence

- *6 AM – 9 AM (EST) proposed Production maintenance window.*

Once the West Virginia Testing Solutions Production environment has been successfully tested by WV DMV Personnel, ITI technicians will schedule and communicate the Production West Virginia Testing Solutions server environment monthly security and windows update patching on the second Sunday after every Microsoft Patch Tuesday, between 6 AM – 9 AM (EST) maintenance window. This cadence schedule is subject to change based on resource constraints to test and approve the patched Production environment.

### Disaster Recovery SQL Component

ITI replicates the production application server component instance on a nightly basis to the Disaster Recovery data center, not requiring separate monthly maintenance to the application server component for Disaster Recovery. However, the Disaster Recovery West Virginia Testing Solutions SQL environment will coincide with the Production Testing Solutions production environment monthly security and windows update patching on the second Sunday after every month. This will ensure both Production and DR SQL components are at the same patch level, to maintain compatibility and ensure transactional SQL data synchronization is uninterrupted.

### Workstation and Tablet Components

Patch management policy utilizing N-Able Rmm for Client Devices (Testing Solutions Workstations & Tablets)

- Monthly scan of devices regularly to identify vulnerabilities and missing patches on client devices reports to Cloud Environment.
- Patch Management environment (N-Able) provides the ability for downloading and installation of Microsoft and third-party software patches across client devices from the cloud.

- The N-Able client installed agent will validate the successful deployment of the downloaded patches
- Patches will be deployed in a testing environment and check for any incompatibilities or performance issues before the production release, this occurs monthly.
- Production environment testing maintenance windows will occur at 2 AM EST – 6 AM EST on client devices the second Sunday after patch Tuesday.
- N-Able produces detailed documentation and reports about patch download, testing, and installation for auditing and compliance.

## Stakeholder Communication

ITI will communicate a reminder to all stakeholders three to five days before any scheduled maintenance:

- West Virginia Testing Solutions UAT Cadence confirmed for the month
- West Virginia Testing Solutions Production & Disaster Recovery Cadence confirmed for the month

ITI will report to all internal and stakeholders on the commencement and completion of the UAT, Production (& Disaster Recovery) Server Maintenance.

## Post-Implementation Verification

In the post verification process of patching each server, ITI technicians will validate application services, databases, and connectivity to ensure normal operations and communications.

Upon completion of patching to all sever components in both UAT & Production, ITI application specialists will verify the functionality of the West Virginia Testing Solutions applications for the appropriate server maintenance cadence.

## Back Out Plan

In the event an error occurs, and the updates are unsuccessful, ITI System Administrators will notify the West Virginia Testing Solutions/ WV DMV Stakeholder POCs and will uninstall and troubleshoot the applied updates, along with completing the post-uninstallation verification process.