West Virginia Purchasing Division

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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.

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Welcome, Lu Anne Cottrill   Procurement | Budgeting | Accounts Receivable | Accounts Payable

Solicitation Response(SR) Dept: 0802 ID: ESR06041500000004213 Ver.: 1 Function: New Phase: Final ▼   Modified by batch , 06/04/2015

Header

☰ List View

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

Procurement Folder: 101546	**SO Doc Code:** CRFP
Procurement Type: Central Master Agreement	**SO Dept:** 0802
Vendor ID: VS0000005569 ⬆	**SO Doc ID:** DMV1500000005
Legal Name: Celtic Cross Holdings, Inc.	**Published Date:** 6/1/15
Alias/DBA: Celtic Systems	**Close Date:** 6/4/15
Total Bid: $0.00	**Close Time:** 13:30
Response Date: 06/04/2015	**Status:** Closed
Response Time: 10:58	**Solicitation Description:** Addendum No. 3:To Provide a response to vendor question.
	Total of Header Attachments: 0
	Total of All Attachments: 0

Proc Folder : 101546

Solicitation Description : Addendum No. 3:To Provide a response to vendor question.

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No		Version
	2015-06-04 13:30:00	SR 0802	ESR06041500000004213	1

VENDOR

VS0000005569

Celtic Cross Holdings, Inc.

Celtic Systems

Signature X	FEIN #	DATE

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

Celtic Systems

Technical Response
to the
West Virginia DMV

RFP# DMV1500000005

Joe McCormick, Celtic Systems
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Attachment A: Vendor Response Sheet

> Provide a response regarding the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.

List of Qualifications and Experience contained in Section 4, Subsection 3:

> Vendors should provide information regarding their firm, such as staff qualifications and demonstrate the ability to integrate and/or interface with complex modular systems such as those commonly found in Enterprise Resource Planning Systems (ERPs) and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

 Celtic Response:

The Celtic Mission - "Provide the highest Quality Product to our customers by defining and agreeing to requirements up front, building a technically sound, scalable solution that is easily upgraded, platform independent, delivered on schedule and in budget, providing the highest level of service and support for the life of the system."

Celtic has implemented browser based systems with Financial, Inventory and Reporting components in 10 jurisdictions including:

Alabama DOR,	Kansas DOR,
Iowa DOT,	Pennsylvania DOT,
Arkansas DFA,	Georgia DOR
South Carolina DMV,	IRP, Inc. Clearinghouse
Ontario MTO,	Montana DOT (Under Construction)
New York DMV,	

Our solution supports **central and field office processing** using a web based architecture for internal and external system users. In every implementation our interface team has developed interfaces for internal and external agencies to conduct data exchange using methods such as Web Services, Direct Database Access and/or Batch file transfer processing as required. In South Carolina, we were required to integrate our solution into their Title and Registration and Driver's License system (PHOENIX) fully utilizing common components such as the Customer database. The IRP, Inc. Clearinghouse is a revenue re-distribution and reporting repository fully outsourced and hosted by Celtic.

Our superior Management approach, along with our Subject Matter Experts and our skilled technical resource pool have enabled us to deliver on-time and within budget for every one of our projects. Our processes and procedures include:

- browser based issues tracking with automatic email notification for support personnel and management

- 24X7 Help Desk support with escalation

- Live Chat support

- at the source Document Scanning

- weekly status reporting

Our proven repeatable processes and procedures working together with focused subject matter experts and engineers for development with quality assurance assure the best formula for success!

Our application development team is totally focused on and dedicated to our product line activities. We have consistently delivered our products in every jurisdiction "on time and within budget"! Our Developers and Subject Matter Experts are top-notch, highly skilled and educated individuals that make up the backbone of our organization. We have interface specialists for information exchange with Legacy systems as required. Our QA personnel and processes ensure only quality products are deployed into the User Acceptance environment which is how we maintain the user confidence level in our deliverables. "Our People are our Strength".

We understand the Financial, Inventory and Reporting functional domains and associated Vehicle and Drivers business areas. Requirements Analysis is, without a doubt, the most critical phase of any project. Understanding WHAT it is that needs to be done must happen before any decisions as to HOW it will be done can be made. Designing HOW the requirements are met requires Architectural and Technical Analysts with input from the Business Analysts to be successful. We develop a Requirements Traceability Matrix to ensure that all requirements have been provided for in every step of the development process and that any new requirements (scope change) will be included only after the change control board has approved them and both the schedule and budget have been adjusted to accommodate the inclusion into the project.

Celtic has consistently provided customized documentation and training support for all our customers over the past 10 years. We have applied the "Train the Trainer" approach and full classroom training on-site successfully in all of our installations. We support the training period with subject matter experts assisting the lead trainer during the training sessions to keep all of the trainees on the same page to ensure no one individual gets behind the class content objectives.

Our Browser Based Training engine provides for loading and maintaining content for multiple courses, as well as, loading and maintaining question pools associated with the each course content. Your staff can train on-line when they have the time and from anywhere avoiding the high costs associated with travel for training and the time lost for travel. Our training tool will provide feedback to each trainee regarding the results of their course progress and the results of any course testing taken. In addition the system will provide a prescription for areas the trainee might need to do more course study and areas where they are weakest. Trainees are able to track their progress across all of the courses they are taking and management is able to track the progress of all trainees individually or in a group setting.

Our relationship with AAMVA and the Federal Motor Carrier System Administration (FMCSA) has proven to be extremely effective in regard to the upload and download of data to and from our jurisdiction programs. We have been certified by FMCSA to interface with their programs and databases to ensure our IRP jurisdictions comply with PRISM requirements. We are constantly in tune with new programs being developed and implemented by the FMCSA and position ourselves to enhance our systems to capitalize on new CVISN efficiencies and new ways to do business. We are continually in touch with AAMVA to stay current on the latest events affecting our customers through on-line communication and attendance at the regional and international conferences.

Our sincere interest in this procurement is to be able to provide the highest quality of service to the State of West Virginia at the very best competitive cost and pave the way for a long term relationship that will meet and exceed its most important needs.

The Celtic chain of command of personnel assigned to this important project is shown in the organization chart below. Joe McCormick, Celtic's CEO, will be the Project Director for this effort while Samir Nayak, Enterprise Architect, Manish Gohil, Program Manager, Nirav Shah, Application Architect and Tom Stack, Senior System Analyst have been assigned the supervisory roles for the Design and Construction of the project modules. Quality Assurance has been assigned to Ms. Lynn Watson, our Domain Expert. Our team will lead the requirements analysis efforts and provide for the design, development, Quality Assurance and Implementation necessary to meet the high standard of work required by the State. The Project Organization Chart showing the staff allocation and associated positions on the project is shown below. Key Personnel are designated with an *** indicator after the name.
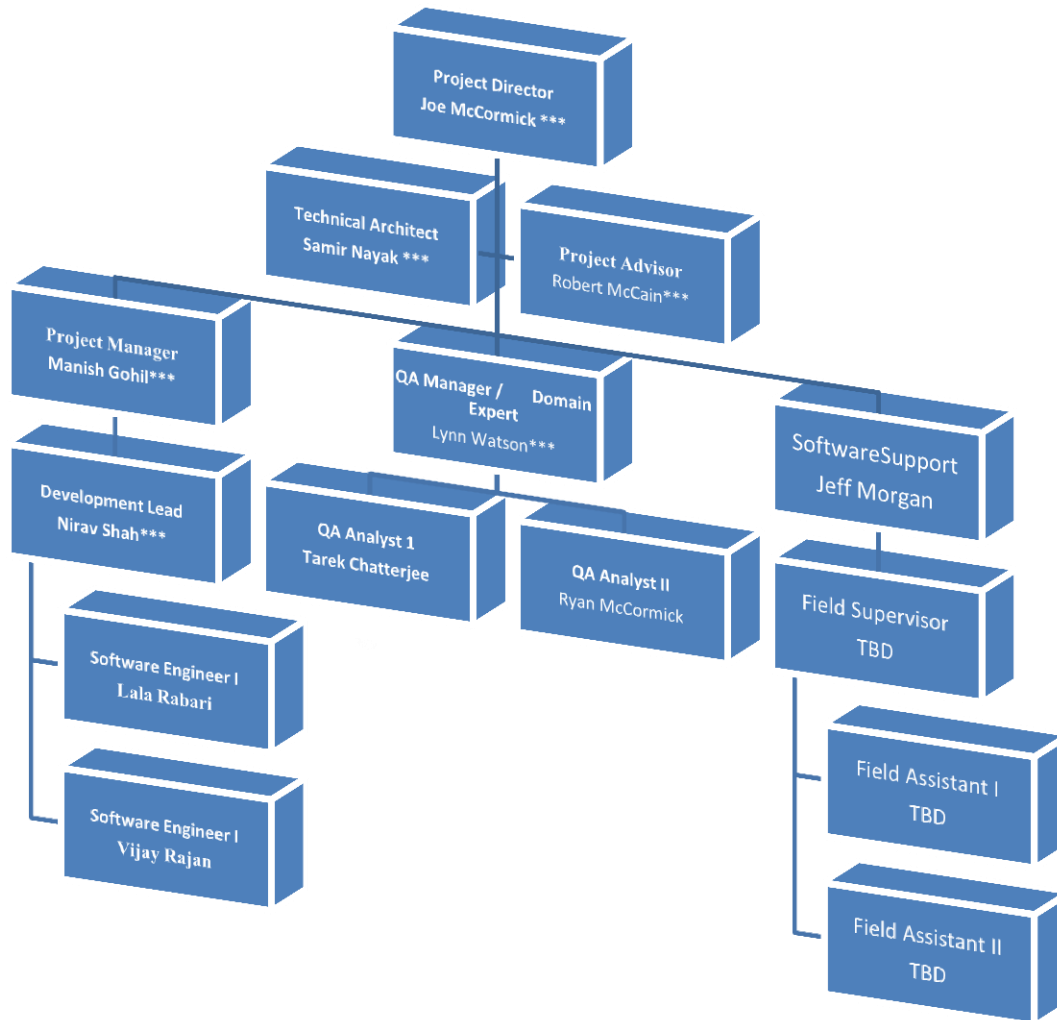
Figure 1 – Project Organization Chart

Project Personnel Qualifications

Employee	Title	Years of System Implementations	Years of Financial DMV Related	Years of Inventory DMV Related
Joe McCormick	Project Director	25	20	15
Samir Nayak	Senior. Technical	20	15	15

	Architect			
Robert McCain	Senior Motor Vehicle Advisor	25	15	15
Lynn Watson	QA Manager/ Domain Expert	20	15	15
Manish Gohil	Development Lead	8	5	4
Nirav Shah	Development Lead	8	5	5
Lala Rabari	Software Engineer I	6	3	5
Vijay Rajan	Software Engineer I	8	3	5

Project Management is the key to delivering the solution on-time and within budget. We have built in the necessary project management participation we know is required from our lessons learned. We have delivered on-time and within budget in all of our implementations. The Celtic System Development Methodology has evolved taking into consideration the best practices of the Software Engineering Institute (SEI) to achieve high quality and combined them with standard industry business practices. The following provides a high level breakdown of the project phases:

- Establish Project Plan – Each project activity will be defined using the Microsoft Project tracking tool. A top level work breakdown structure (WBS) will provide the baseline for measuring project progress and will be used for project status reporting to clearly show adherence with the schedule.

  - Establish Configuration Management for Project Products

  - Document Software Requirement Specifications

  - Document Functional Specifications

  - Document Technical Specifications

  - Develop Detailed Design

  - Define Conversion Plan

  - Develop Testing Plans

  - Code and Unit Test with Prototype Presentations

  - Perform Integration Testing

  - Conduct System Testing

  - Develop User Manuals and Training Plan

- Deliver Train the Trainer for the State training leads

- Support User Acceptance Testing

- Support User Training

- Perform Conversion

- Implementation into Production

- Participate in a Post Implementation Review

- Provide Operations, Maintenance and Enhancements

Past Projects

Celtic has been implementing systems with Financial and Inventory components for over 10 years. Our Client list with locations, project managers, contact information, Type of Project, goals and objectives and how they were met is documented below.

1. **Alabama Department of Revenue (DOR)**

    Project Manager: Jay Starling, Assistant Director, Motor Vehicles

    Contact Information: 334-242-9078

    Type of Project: Motor Carrier Vehicle Registrations, Fuel Tax Reporting with Financials, Inventory, FMCSA CVIEW and Incident Tracking.

    Goals and objectives: Create an on-line environment to enable customers access to systems for credential generation and tax reporting while interfacing with the FMCSA Safety database to ensure vehicle and carrier compliance with regulations.

    How these goals and objectives were met: The System is browser based with an ultra-thin client built on a scalable Service Oriented Architecture (SOA). Enhancements are made on an on-going basis as part to our support and maintenance.

2. **Kansas Department of Revenue (DOR)**

    Project Manager: Deann Williams, Asst. Administrator, Office of Motor Vehicles
    Contact Information: 785-296-6541

    Type of Project: Intrastate Commercial Motor Vehicle Registration for 85+ counties and IRP for Interstate Registrations with a Titling component including Financials, Inventory, FMCSA CVIEW interface and Incident Tracking.

    Goals and objectives: Create an on-line environment to enable the counties and customers access to systems for credential generation while interfacing with the FMCSA Safety database to ensure vehicle and carrier compliance with regulations.

    How these goals and objectives were met: The System is browser based with an ultra-thin client built on a scalable Service Oriented Architecture (SOA). The customers are using the system extensively. Enhancements are made on an on-going basis as part to our support and maintenance.

3. **Iowa Department of Transportation (DOT)**

   Project Manager: Karen Smith, Manager, Motor Carrier Services

   Contact Information: 515-314-3746

   Type of Project: Motor Carrier Vehicle Registrations, Fuel Tax Reporting with Financials, Inventory, PRISM and FMCSA CVIEW   and Issues Tracking

   Goals and objectives: Create an on-line environment to enable customers access to systems for credential generation and tax reporting while interfacing with the FMCSA Safety database to ensure vehicle and carrier compliance with regulations.

   How these goals and objectives were met: The System is browser based with an ultra-thin client built on a scalable Service Oriented Architecture (SOA). The customers are using the system extensively. Enhancements are made on an on-going basis as part to our support and maintenance.

4. **Arkansas Department of Finance and Administration (DFA)**

   Project Manager: Christy Earnhart, Asst. Administrator. Motor Vehicles

   Contact Information: 501-682-4649, christy.earnhart@dfa.arkansas.gov

   Type of Project: Motor Carrier Vehicle Registrations, Fuel Tax Reporting with Financials, Inventory, FMCSA CVIEW interface and Issues Tracking

   Goals and objectives: Create an on-line environment to enable customers access to systems for credential generation and tax reporting while interfacing with the FMCSA Safety database to ensure vehicle and carrier compliance with regulations.

   How these goals and objectives were met: The System is browser based with an ultra-thin client built on a scalable Service Oriented Architecture (SOA). The customers are using the system extensively. Enhancements are made on an on-going basis as part to our support and maintenance.

5. **SC Department of Motor Vehicles (DMV)**

   Project Manager: Leroy Johnson, Director, Motor Carrier Services

   Contact Information: 803-896-2685, Leroy.Johnson@scdmv.net

   Type of Project: Motor Carrier Vehicle Registrations, Fuel Tax Reporting with Financials, Inventory and FMCSA CVIEW - interface and Issues Tracking.

   Goals and objectives: To achieve integration with the legacy system for purposes of creating an on-line environment to enable customers access to systems for credential generation and tax reporting while interfacing with the FMCSA Safety database to ensure vehicle and carrier compliance with regulations.

   How these goals and objectives were met: The Solution is browser based with an ultra-thin client built on a scalable Service Oriented Architecture (SOA). The customers are

using the system extensively. Enhancements are made on an on-going basis as part to our support and maintenance.

6. **Ontario Ministry of Transportation (MTO)**

   Project Manager: Maureen Tetzlaff, Manager Motor Carrier Program office

   Contact Information: 416-235-4776, maureen.tetzlaff@ontario.ca

   Type of Project: Motor Carrier Vehicle Registrations, Document Management Oversize/Overweight Permitting and automated Routing, browser based Training and Issues Tracking.

   Goals and objectives: to enable customers access to systems for IRP credential generation and oversize/overweight permits while interfacing with the Canadian Safety database to ensure vehicle and carrier compliance with regulations.

   How these goals and objectives were met: The Solution is browser based with an ultra-thin client built on a scalable Service Oriented Architecture (SOA). The customers are using the system extensively. Enhancements are made on an on-going basis as part to our support and maintenance.

7. **New York Department of Motor Vehicles (DMV)**

   Project Manager: Robin Long, Director Motor Carrier Services and Safety

   Contact Information: 518-473-1828, Robin.long@dmv.ny.gov

   Type of Project: Interstate Commercial Motor Vehicles Registrations including Financials, Inventory, FMCSA CVIEW interface and Incident Tracking.

   Goals and objectives: Create an on-line environment to enable customers access to systems for credential generation and tax reporting while interfacing with the FMCSA Safety database to ensure vehicle and carrier compliance with regulations.

   How these goals and objectives were met: The System is browser based with an ultra-thin client built on a scalable Service Oriented Architecture (SOA). The customers are using the system extensively. Enhancements are made on an on-going basis as part to our support and maintenance.

8. **Pennsylvania Department of Transportation (PennDOT)**

   Project Manager: Craig Johnson, Supervisor, Motor Carrier Services

   Contact Information: crajohnson@pa.gov

   Type of Project: Interstate Commercial Motor Vehicles Registrations including Financials, Inventory, FMCSA CVIEW interface and Incident Tracking.

   Goals and objectives: Create an on-line environment to enable customers access to systems for credential generation and tax reporting while interfacing with the FMCSA Safety database to ensure vehicle and carrier compliance with regulations.

How these goals and objectives were met: The System is browser based with an ultra-thin client built on a scalable Service Oriented Architecture (SOA). The customers are using the system extensively. Enhancements are made on an on-going basis as part to our support and maintenance.

9. **Georgia Department of Revenue (DOR)**

    Project Manager: Georgia Steele, Director, Motor Vehicles

    Contact Information: 404-724-7680, georgia.steele@dor.ga.gov

    Type of Project: Interstate Commercial Motor Vehicles Registrations including Financials, Inventory, Document Management, FMCSA CVIEW interface and Incident Tracking.

    Goals and objectives: Create an on-line environment to enable internal users a user friendly program for commercial Vehicle Registrations and for the collection of required documents into an image repository. Provide external customers access to on-line systems for credential generation while interfacing with the FMCSA Safety database to ensure vehicle and carrier compliance with regulations.

    How these goals and objectives were met: The System is browser based with an ultra-thin client built on a scalable Service Oriented Architecture (SOA). The customers are using the system extensively. Enhancements are made on an on-going basis as part to our support and maintenance.

10. **Montana Department of (DOT) Under Construction**

    Project Manager: Jeri Kolberg, IT Project Manager (PMP), ISD

    Contact Information: 406-461-5265, jkolberg@mt.gov

    Type of Project: Motor Carrier Vehicle Registrations, Fuel Tax Reporting with Financials, Inventory and FMCSA CVIEW interface permitting with automated routing as enhancement and Incident Tracking.

    Goals and objectives: Celtic Hosted on-line environment to enable customers access to systems for credential generation, tax reporting and on-line permit issuance while interfacing with the FMCSA Safety database to ensure vehicle and carrier compliance with regulations.

    How these goals and objectives were met: The System is browser based with an ultra-thin client built on a scalable Service Oriented Architecture (SOA). The customers are using the system extensively. Enhancements are made on an on-going basis as part of our support and maintenance.

List project goals and objectives contained in Section 4, Subsection 4:

4.4.1 Section 4, Subsection 4.1

> The Vendor should describe their solution in full to include the ability and flexibility to modify based on future expansion.

Celtic Response:

Celtic offers a COTS solution for Motor Vehicle Agencies utilizing Financial and Inventory core components for multiple applications including Title and Registration, Drivers Licensing and Motor Carrier (IRP, IFTA, and CVIEW). We will leverage our COTS product line and extract these core components and configure them to work in a "Point of Sale" environment as a first step in the *dmvFIRST* overall modernization planning. When it is time to replace the T&R and/or Drivers and/or Motor Carrier systems in the future, we already know the architecture is scalable and flexible to accommodate the next modernization phase and we know it is capable of being integrated with the new modernization efforts. The only change that should be required will be to access the web services required to interface with the new T&R, Driver's and Motor Carrier Systems.

Celtic currently has a COTS product for Title and Registration that includes:

- Titles
- Registration
- Vehicle Management
- Plates
- Security Interests (liens)
- Fees for T&R (*Configurable)
- Web Registration Renewals
- Permits
- AAMVA Interfaces
- Support for Internal and External Interfaces
- Dealer Licensing/Management

Celtic has a COTS product for Driver's Licensing that includes:

- Driver's License issuance and renewal
- Driver permit issuance and renewal
- Interface to a centralized Digital Driver License issuance system (DDL)
- Drivers Records
- Fees for DL/Permit (Configurable)
- Interface for Drivers Records
- Interfaces to AAMVA systems
  - Maintain Commercial Driver License (CDLIS)
  - Maintain Problem Drivers (PDPS)
  - Verify customer information SSA (SSOLV)
  - Verify customer vital records information (EVVER)
  - Others…..
- Sanction Management

- Compliance
- Reinstatement
- Hearings/Appeals
- Fraud Management
- Financial Responsibility
- Vision and Medical Reporting

Celtic has a COTS product for Motor Carrier Including:

- Title and Registration for both
  - Interstate (IRP)and
  - Intrastate Commercial Motor Vehicles
- IFTA
- Permitting and Automated Routing using ESRI tools
- CVIEW

Celtic also has COTS products that support customer transaction processing in Motor Vehicle Agencies throughout North America including browser based:

- Document Management System
- Learning Content Management
- Incident Tracking with automatic notification to support personnel

Our Cash Drawer and Finance modules include:

- Payment Management
- Statement Management
- Cash Drawer Reconciliation
- Adjustments
- Interface to State financial System
- Consolidation
- Fund Allocation
- Miscellaneous Transactions
- Escrow
- NSF
- Refunds
- EFT/ACH Management,

4.4.2   Section 4, Subsection 4.2

The Vendor should provide a list and description of all vendor supplied equipment and/or software, with associated maintenance schedule/projected life cycle with the Vendor's

response.

Celtic Response:

Celtic is providing the application software for the *dmvFIRST* solution to include the Financial, Inventory and Reporting integrated application modules with an associated maintenance schedule.

Refer to Section 5.21 for a list of the server hardware and software specifications to be provided by the State.

4.4.3   Section 4, Subsection 4.3

The Vendor should demonstrate all software and equipment during oral presentation in accordance with subsection 6

Celtic Response:

Celtic understands that a demonstration of the cash drawer, inventory management and Reporting software will be presented during the oral presentations in accordance with Subsection 6.

4.4.4   Section 4, Subsection 4.4

The Vendor should describe how multiple forms of payment for services provided to WVDMV's customers will be processed at Point of Sale.

Celtic Response:

The Celtic Solution Payment Module allows for multiple forms of payment at the point of sale for services provided to customers. For example, the customer may choose to pay for a portion of their invoice amount in cash and a portion using a check. Other forms of payment include credit cards, debit cards and check cards.

4.4.5   Section 4, Subsection 4.5

The Vendor should describe its Europay, MasterCard and VISA (EMV) chip, Near Field Communication (NFC), and swipe card reader device. The Vendor should describe their proposed manual process for the collection of card payments for off-line processing.

Celtic Response:

Celtic currently interfaces to and works with multiple third party vendors to accommodate payment card processing. We will work with the State Treasurer's office and BB&T's contractor, Global Payment Solutions, to build the necessary interfaces required for payment processing.

In the event the communication is not available between the payment card reading device and the Celtic cash drawer, the following process must be invoked:

1. Swipe card in the reader that communicates with banking information

2. Enter payment amount

3. Receive receipt with confirmation number

4. Enter confirmation number to cash drawer system to complete off-line payment

5. File the receipt for audit purposes

4.4.6 Section 4, Subsection 4.6

> The Vendor should describe how fee distribution and accounting information from and to any third-party system and applicable integration will be achieved (i.e. IRP system).

Celtic Response:

The Celtic Solution already has built in integration with multiple internal and external systems to accommodate accounting requirements. We understand what is required and we will build the necessary interfaces to and from internal and external systems to accommodate GL Account fee distribution the proper dissemination of accounting information.

4.4.7 Section 4, Subsection 4.7

> Describe how the solution will aid in the preparation of the nightly bank deposit.

Celtic Response:

The Celtic solution provides for a cash drawer reconciliation process that will create deposit information after all cash drawers are closed and reconciled to include a deposit slip to be used for the daily bank deposits.

The final step for a business day is to create the deposit. All cash drawers must be reconciled for the given business day before the deposit can be created. To create a deposit the system navigates the user through the necessary flow as follows:

- On the Enterprise Level Menu, Cash Drawer Tab, select OFFICE DEPOSIT and a list of all the business days available for deposit will be displayed for selection

- Click on PROCEED to display the Cash Drawer Deposit Detail screen
  - click on CHECK DETAILS for a check list of deposits
  - click on TRANSACTION DETAILS for a transaction list of transactions associated with the deposit.

- Enter the cash denominations and select ADD

- Verify the check amount

  o A list of the cash drawers included in the deposit are listed on the screen below the command line (PROCEED, CHECK DETAILS, TRANSACTION DETAILS, REFRESH, QUIT)

- Click on PROCEED to finalize the deposit and get a Deposit slip and check list

4.4.8   Section 4, Subsection 4.8

Describe how the system will maintain an audit trail and the data contained therein.

Celtic Response:

The Celtic Solution maintains an audit trail of every transaction affecting the Financial and Inventory system components. This is accomplished using the transaction log which can be further analyzed by management, auditors and system support personnel to verify account activity in the system.

Our transaction tables include audit information such as:

- Create user
- Create timestamp (day/time)
- Update user – last user to update the records
- Update timestamp

4.4.9 Section 4, Subsection 4.9

> The Vendor should describe their daily reconciliation solution and any associated reports and audit trails. This description should include the various types of detail of daily activity.

Celtic Response:

To explain the reconciliation process we are providing an excerpt from one of our jurisdictions cash drawer reconciliation processes with actual screen shots of the working system.

After signing on to the application the user will able to see the available business day in the application header and their corresponding office location.

Manage Open Business Day/Office

Manage Open Office allows the user to:

- open a business day
- If a business day is open:
  - The user can change the status of the open business day to "Process" and,
  - Proceed to open the next business day

The system will navigate the user through the Manage Open Office process as follows:

- At the Enterprise Level Menu CASH DRAWER Tab, select MANAGE OPEN OFFICE

- The existing open business day information will populate to the screen. Message indicates to place the business day in PROCESS status. Cash drawer list provides information about the cash drawers associated with the business day.

- The Screen for the following day will automatically display.
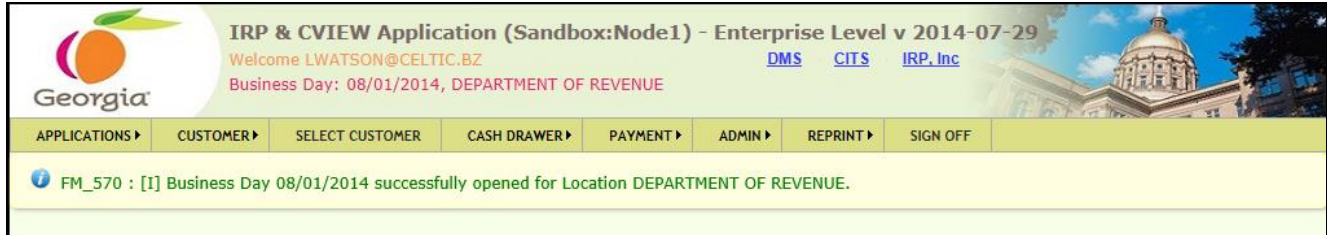
- The User will get a verification message that the next business day has been successfully opened.

Open Cash Drawer

To make a payment, a clerk must have a cash drawer open. The initialize process is used to open the cash drawer. Currently the minimum float amounts are zero.

To initialize cash drawer do the following:

- From the Enterprise Level Menu, select OPEN CASH DRAWER from the CASH DRAWER tab

- The OPEN Cash Drawer screen will display

- If the cash drawer is to be opened with money (float), the money must be counted and entered to record the float amount

- Select PROCEED to execute the business rule edits and display the validation screen

- Select PROCEED to finalize the initialization process

The user can now collect payments.

Close Cash Drawer

At the end of the business day, the user closes their cash drawer using the close cash drawer process. The user will count their cash and total their other tender types for the business day. This process allows the office manager to reconcile the cash drawer and include the cash drawer money in the deposit for the business day.

During the close cash drawer process allows the user has an option to open a cash drawer for the next business day. The user can only have one cash drawer open at a time. All payments processed by the user are associated with the open cash drawer.

To close cash drawer perform the following:

- On the Enterprise Level Menu CASH DRAWER Tab select CLOSE CASH DRAWER
  - Existing cash drawer information will be displayed
  - User enters their payment tenders including cash, check, certified, and any credit card payments
- Cash is entered by denomination

- If the amounts do not match the system totals collected for the payment type, the user can select a reason code from the drop down list

- User can select TRANSACTION DETAILS or CHECK DETAILS to assist in balancing the amounts

Cash Drawer Inquiry

The Cash Drawer Inquiry feature can be used by the user and managers to review the transactions and payment methods for the transactions associated with a specific cash drawer.

To perform a Cash Drawer Inquiry the system will navigate you through as follows:

On Enterprise Level Menu CASH DRAWER Tab select CASH DRAWER INQUIRY

- Authorized users will be able to select a user from the Cash Drawer User Id drop down.

- To search for cash drawers Enter the BUSINESS window dates and/or the STATUS

- Click on SEARCH to display a list of matching cash drawers

- Clicking on the desired CASH DRAWER Id

The CASH DRAWER INQUIRY screen will display with cash drawer information at the top and the total.

- Select CHECK DETAILS to display a list of the checks and certified funds collected as payment for the transactions associated with the cash drawer

- Select TRANSACTION DETAILS to display a popup of the paid transactions associated with the cash drawer

Office Balancing

Once a cash drawer is closed, the cash drawer can be reconciled. All reconciled cash drawers for a given business day are included in the deposit.

To reconcile the cash drawer:

- Select OFFICE BALANCING from the CASH DRAWER tab
    - A list of all the cash drawers available for reconciliation will display
- Select RECONCILE link on the right side of the cash drawer line to begin the reconciliation process for the cash drawer

Once the cash drawer is selected, the Cash Drawer Balance screen will display with the cash drawer information.

The user can:

- Modify the amount in the CORRECT TOTAL column as required after the amounts are verified

- Enter the REASON CODE if any amount is changed
  - Data Entry
  - Incorrect Change
  - Mismatch

- The User can select the DETAILS link to get information on either the cash or check details

- Additionally, click on TRANSACTION DETAILS to see specific information for transactions associated with the cash drawer

- Click on RECONCILE to perform the edits and display the verification screen

- Click on RECONCILE to finalize the reconcilation process for the specific cash drawer

After one cash drawer is reconciled the system returns to the list of held cash drawers and the user can:

- Select RECONCILE to reconcile another cash drawer
- Click on QUIT to stop reconciling cash drawers

The above detailed processes and descriptions will be reviewed with WVDMV personnel during the requirements validation and subsequent design reviews to ensure the daily reconciliation procedures coincide with DMV business practices.

4.4.10   Section 4, Subsection 4.10

The Vendor should describe their solution that provides an override feature to allow finalization of a transaction when payment amount is less than or greater than the amount due.

Celtic Response:

The Celtic Solution provides for a feature to automatically place the amount of overpayment into an escrow account for use in future transactions for that account or produce a refund voucher for the overpayment amount if allowed by the State. This Refund process will interface with the State refund process. Celtic will enhance the overpayment feature to require a supervisor override to allow the overpayment to be placed into escrow if desired.

Similarly underpayments can be placed into an escrow account to be used to pay for the transaction when the balance amount owing is paid using the payment module. For example a bill for $100 is created. The user pays $75.00. The transaction cannot be paid but the $75 can be placed in an escrow account for that customer account and this amount can be used together with an additional payment of $25 covering the amount of the bill at some point in the future. Typically credentials are not produced until transactions are paid in full. If necessary, Celtic can modify the system to allow for a supervisor override to place an underpayment into escrow and mark the underpayment as being tied to a specific transaction. The credentials may be released in their source system when full payment is received for that transaction.

4.4.11   Section 4, Subsection 4.11

> The Vendor should describe their system's ability to search using wild card characters and partial searching criteria using customer name, DUID number, revenue account code or ID, title number, registration number, Social Security Number (SSN), Federal Employer Identification Number (FEIN), VIN and decal number.

Celtic Response:

The Celtic Solution has an elaborate inquiry search feature that allows for searches on many fields of information including customer name, title number, SSN, FEIN, VIN, Decal # etc. We will work with the WVDMV during the requirements validation phase to determine the search fields needed and make the changes necessary to the solution to accommodate searching on those fields.

4.4.12   Section 4, Subsection 4.12

> The Vendor should describe their method(s) for the addition or removal of transaction types, without extensive programming, as business processes change.

Celtic Response:

The Celtic Solution utilizes an edit matrix to determine when transaction types are allowed and when they are not allowed. This edit matrix is easily updated by support personnel to remove transactions from production. In the same way, new transactions can be added to the edit matrix and the business rules for the new transactions will be developed and implemented as needed.

4.4.13   Section 4, Subsection 4.13

> The Vendor should describe their method(s) for addressing modifications requiring additional programming as a result of Legislative acts.

Celtic Response:

The Celtic approach follows a rigorous change control process for implementing modifications that require additional programming as a result of Legislative acts after the Functional Requirements Design has been approved (baseline established) and development has commenced.

We will invoke a rigorous Change Control Process to accommodate fixes and enhancements to the new solution.

Celtic and WVDMV will work together to appoint a Change Control Board (CCB) consisting of State and Celtic personnel to manage required changes to the overall system. All Change Requests will be

entered into the Celtic Incident Tracking System (CITS) for logging and tracking purposes and then must to go through the following Change Control Process.

The CCB will meet regularly to review Change Requests and will follow a defined set of steps from start to finish with each Change Request.

There are basically two types of changes:

a) Change required as a result of a problem in the system (a defect) or a missing requirement requiring a fix. These we refer to as **Problem Reports or PR's**.

b) Change to the design of the system required as a result of an Enhancement that adds functionality to the system for a new requirement. These we refer to as Engineering Change Request or ECR's.

Problem Reports (PR)

Problems are typically determined by the fact that the system is missing a requirement or is not working as designed. Depending on the degree of seriousness of the problem the board may choose to change the priority on an issue but normally they are considered to be first priority and do not need board review.

Engineering Change Request (ECR)

Enhancements are typically determined by the fact that this is a new requirement not already included in the requirements document and that a change to the design of the system is required. Engineering changes must follow very specific steps in order to ensure all aspects of the project have been considered and that management agrees to the effect in has on schedule and costs.

Determine Level of Effort and Timeline for Completion

Celtic will perform an analysis of the change to determine the estimated level of effort required to make the change including the design, coding, testing and timeline for completion of the change. All aspects of the change must be taken into consideration including schedule, costs, program changes, database changes, interfaces and reporting.

Presentation of the LOE to the CCB

The Board will review the enhancement LOE and decide if the benefit of performing the change is sufficient to proceed with the change. The change may be approved for the next step, be placed on hold or deleted completely as a candidate for a change.

Prioritization of Approved Changes

The Board must now prioritize the approved change requests. This is done by once again determining the business importance of the issue and placing a value on it in terms of the number "1" for highest priority and "n" for lowest. The maintenance team will then commence to implement the items in order of priority.

Some situations may arise where a new change request has a priority in between two other change requests. In this case the new change request should take on the value of the higher priority change request and have the suffix of a, b, c, etc.

Perform Work and Test

The system analysts assigned will perform the work. If it appears the estimated LOE will be exceeded, Celtic will inform the board and get approval for the overage effort. Work will not continue until approval to proceed is received. The analyst will track the level of effort expended on the change request.

User Acceptance Test

Once the change has been made and tested by our Quality Assurance Team, the changed modules will be given to the User for a UAT. The user will test the change and provide any end user training or instructions. If the UAT results in an error, Celtic will be informed and the "Work and Test", step will be repeated.

Schedule Implementation

Once the change has been approved through the UAT, the timing for implementation will become a major consideration in order to avoid interference with on-line users. Usually, after business hours will be a satisfactory time or a weekend may be preferable depending on the size of the change and the user community activity. Scheduled downtimes and releases of new changes during those down times can work very well also. The timing of the release will be determined by Celtic and the WVDMV as required.

4.4.14   Section 4, Subsection 4.14

> The Vendor should describe their method(s) for addressing modifications requiring additional programming as a result of changes to business practices.

Celtic Response:

The Celtic Solution will follow the same rigorous change control process as identified in subsection 4.13 above for implementing modifications that require additional programming as a result of changes to business practices after the Functional Requirements Design has been approved and development has commenced.

Celtic and WVDMV will work together to appoint a Change Control Board (CCB) consisting of State and Celtic personnel to manage required changes to the overall system. All Change Requests will initially be entered into the Celtic Incident Tracking System (CITS) for logging and tracking purposes and then must to go through the following Change Control Process.

The CCB will meet regularly to review Change Requests and will follow a rigorous set of steps from start to finish with each Change Request.

4.4.15   Section 4, Subsection 4.15

> The Vendor should describe their solution's method allowing the CSR to lock and unlock the cash drawer session (during breaks, lunch, and middle of transaction).

Celtic Response:

The Celtic Solution allows a Customer Service Representative (CSR) to log off of their computer and log back on again when the cash drawer is required for their business operations. The cash drawer is linked to the user ID and the location. Once a cash drawer is opened by a user only that use can access it. A supervisor can access the drawer if required for emergency purposes to close the drawer when the user was away from their work station when the drawer needs to be closed.

The cash drawer in the system is a logical cash drawer from the system perspective and it records the reported payment activity during an established business day. The physical cash drawer containing the money can be locked with a key and supervisors can have a master key for access to the physical drawer in case of emergency.

4.4.16   Section 4, Subsection 4.16

> The Vendor should describe its solution to allow for thirty-minutes of continuous operation in order to conclude transactions and safely shut down *dmvFIRST* in the event of a power failure.

Celtic Response:

The Celtic Solution will accommodate 30 minutes of continuous operation for the conclusion of transactions and the safe shut down of dmvFIRST applications in the event of a power failure. This requirement assumes the hosting provider (State) will need to provide the redundant power supply (UPS) at the hosting location.

4.4.17   Section 4, Subsection 4.17

> The Vendor should describe how their solution will secure the confidentiality of customer data and prevent use of *dmvFIRST by* unauthorized users.

Celtic Response:

The Celtic solution is a browser based ultra-thin client system that will run without limitations in a virtualized environment. The Celtic solution is User ID and Password protected for authentication of users and we will work with the WVDMV to ensure the best authentication is in place as required by the State. The Celtic Motor Carrier solution is implemented in 2 jurisdictions utilizing State LDAP Active Directory Authentication. Each jurisdiction provides the User ID and Lightweight Directory Access Protocol (LDAP) path and grants permission to Celtic for the integration.

Authentication and authorization in the Celtic Motor Carrier solution is performed using both:

- Active Directory
- Authorization Manager

Authentication is done using LDAP protocol to query Active Directory for validation of user name and password provided by the user. Users are added using the active directory management tool in windows server 2003/2008/2012. All the information related to the user is stored in the active directory data store.

The Authorization Manager tool is used to maintain the roles, operations, etc. of the user. The authorization manager in the Celtic Motor Carrier solution is stored and maintained in application database. For authentication the active directory is queried directly.

The Celtic CMCS solution has a User Management module with functionality needed to add users to the Active Directory directly through the Motor Carrier Solution using the following process:

- Users must provide a username and password for authentication

- The username and password are then checked against a specific domain using active directory services via LDAP

- Users are required to be a member of a domain they are authenticated in

- After the user is authenticated the user name will be searched in an authorization data store to obtain the set of transactions/operations the user can perform

- The remainder of the authorization procedure is handled by the integrated application authorization module.

Authorization for access to specific functionality is provided by the system. Our solution is "ROLE BASED" in that depending on "WHO" the user is (i.e. what role they have) they will be allowed access to specific set of functionality through a set of tabs, menus and commands that restrict them to use of only that set of functionality.

The Celtic solution provides following special features to prevent security breach incidents:

- Number of failed login attempts for specific user is recorded and system is capable of making user inactive if number of attempts is increased from specified limit.

- User activity logging is another feature, which provides overall user activity summary for administrative and security purpose.

- Support of the secure SSL channel for communication between client browser and server prevents attacks while data is in transit.

4.4.18   Section 4, Subsection 4.18

> Vendor should describe the segregation of duties between management and CSR for the purposes of cashier reconciliation, review and approval activities. The reconciliation process occurs in a secure location away from the CSR workstation.

Celtic Response:

The Celtic Solution is a Roles Based system in that the ROLE determines the functionality each user has access to. An ADMINISTRATOR Role will have the reconciliation, review and approval functionality as required. When a user is set up they are assigned a ROLE. CSR's will have restricted functionality as required.

Depending on WVDMV business practices the CSR may be required to reconcile their cash drawer before the cash drawer is returned to the office supervisor/manager at the end of their shift. If a blind count is required, the CSR will enter their cash amounts along with the paper checks for processing during the reconciliation process by authorized management.

4.4.19   Section 4, Subsection 4.19

> The Vendor should describe their method(s) of limiting access based on job function or user roles.

Celtic Response:

The Celtic Solution is a Roles Based system in that the ROLE determines the functionality each user has access to. All of the different ROLES required for access will be identified and configured initially with the users assigned to the appropriate ROLE as required. Examples of ROLES are: Administrator, Supervisor, Manager, CSR, Auditor, Inquiry Only etc.

4.4.20   Section 4, Subsection 4.20

> The Vendor should describe how controlled access to *dmvFIRST will* be achieved maintained and enforced.

Celtic Response:

The Celtic Solution is User ID and Password protected for authentication of users and we will work with the WVDMV to ensure the best authentication is in place as required by the State. The Celtic Solution is implemented in 2 jurisdictions utilizing State LDAP Active Directory Authentication. Each jurisdiction provides the User ID and LDAP path and grants permission to the Celtic system for the integration. We plan to utilize the WV State Active Directory for user authentication.

The Celtic Solution is a Roles Based system in that the ROLE determines the functionality each user has access to. All of the different ROLES required for access will be configured initially and users assigned to the appropriate ROLE as required. A role inquiry will be determined for each authenticated user to determine their authorization for system access.

The Celtic solution provides following special features to prevent security breach incidents:

- Number of failed login attempts for specific user is recorded and system is capable of making user inactive if number of attempts is increased from specified limit.

- User activity logging is another feature, which provides overall user activity summary for administrative and security purpose.

- Support of the secure SSL channel for communication between client browser and server prevents attacks while data is in transit.

4.4.21   Section 4, Subsection 4.21

> The Vendor should describe how the system will automate the process of issuing and tracking title numbers by interfacing with the Vehicle System that issues these numbers, as described in Section 2, Vehicles System.

Celtic Response:

The Celtic solution will provide a user interface to initiate the payment transaction. This transaction will interface with the Vehicle System to retrieve and capture information required for fee calculation and track the inventory consumption count. This will also minimize the data entry time required by the user. Once the payment process is performed in the *dmvFIRST* system, the inventory used by the Vehicle System will be marked as consumed.

4.4.22   Section 4, Subsection 4.22

The Vendor should describe their transaction validation process to include what information is collected and/or maintained within the system, and how the information is offered (i.e. Cover Sheet, or printed on supporting documents).

Celtic Response:

The Celtic system will collect key information to record against the transactions. For example, in the case of a driver license payment the system will collect the driver license transaction, driver license number, customer name, type of license, fees required and amount.   The unique transaction number will be assigned to each business transaction performed in the system. WVDMV will have option to inquire on these transactions from the user transaction inquiry. The payment receipt will be generated at the end of payment transaction, which contains the receipt number for future reference. The Celtic system will generate the payment receipt in PDF, e-mail or fax format that can be sent to the customer or printed to a local or network printer.

4.4.23   Section 4, Subsection 4.23

Vendor should describe how their interface will allow for the electronic monitoring, ordering, and fulfillment of all consumables (i.e. registration decals and plates) from identified WVDMV locations and partners. This must be specifically configurable by WVDMV locations.

Celtic Response:

The Celtic Solution provides a full system user interface for the order, transfer and maintenance of all inventory orders. Orders can be transferred from office to office or from a Central Warehouse. WVDMV locations and partners will be handled in the Celtic solution as separate offices which would be able to place orders, transfer inventory and receive inventory for their location.   The Celtic Solution also provides order inquiry and order maintenance to support the inventory management process. Reorder points can be configured per location and inventory type with a Low Inventory Alert process which can include the automatic created of an inventory order as required.

4.4.24   Section 4, Subsection 4.24

Vendor should describe how their solution will maintain a Division-wide (master) inventory beginning with receipt and verification of inventory being transferred among identified WVDMV locations and partners.

Celtic Response:

The Celtic Solution Inventory system provides for a Division wide master inventory tracking the flow of all inventory from end to end.

The following is a sample flow of the inventory processing for the following scenarios:

1. Warehouse makes an inventory order to Vendor

2. Office1 makes an inventory order to Warehouse

3. Office 1 makes an inventory order to Warehouse involving Office 2

4. Office 1 makes an inventory order to Warehouse involving a vendor

The following flow steps explain when the Warehouse makes an inventory order to the vendor:
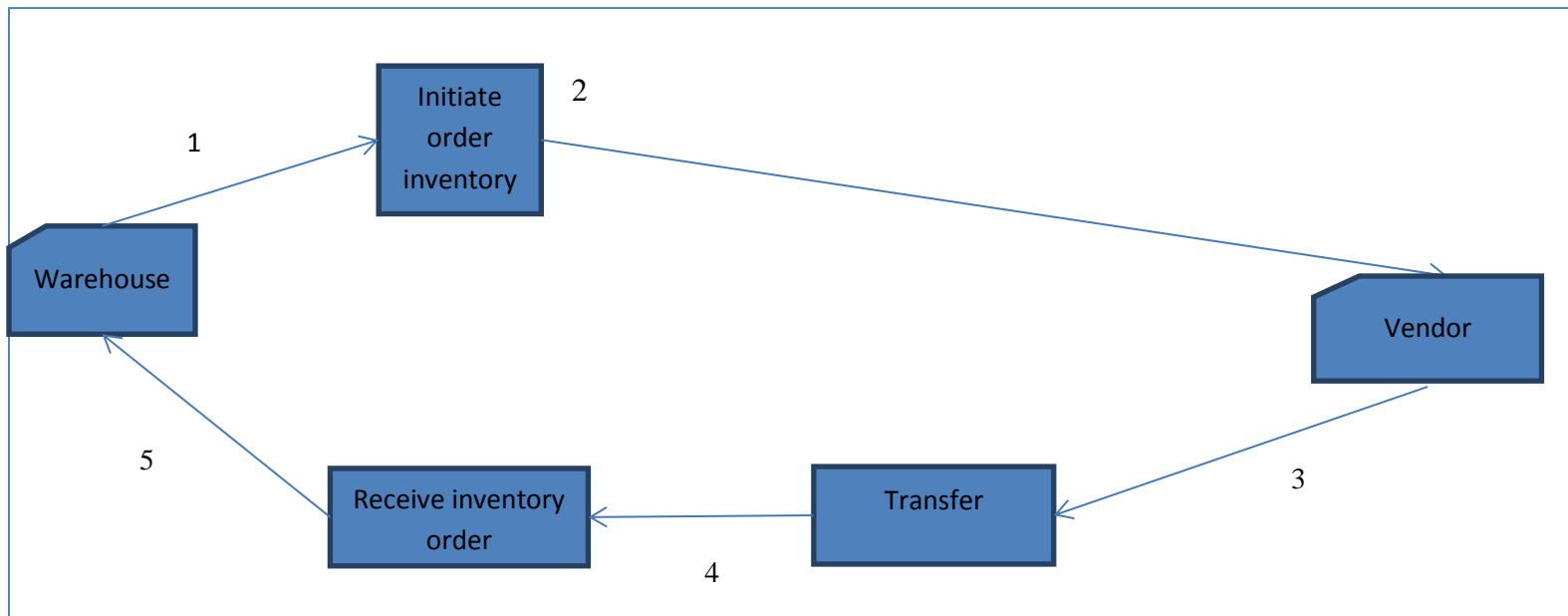
1. Warehouse initiates the "order inventory" process to the Vendor.

2. The order inventory process initiates the approval process.

3. Vendor performs the "Transfer" process for this order containing the shipping and inventory transfer related information.

4. Completion of the "Transfer" process will initiate the "receive inventory order" process. All orders that have a transfer finished status will be queued for the receive inventory order process.

5. The warehouse will complete the "receive inventory order" process and this will end the cycle of the vendor order.

The following flow steps explain when Office 1 makes an inventory order to the warehouse:
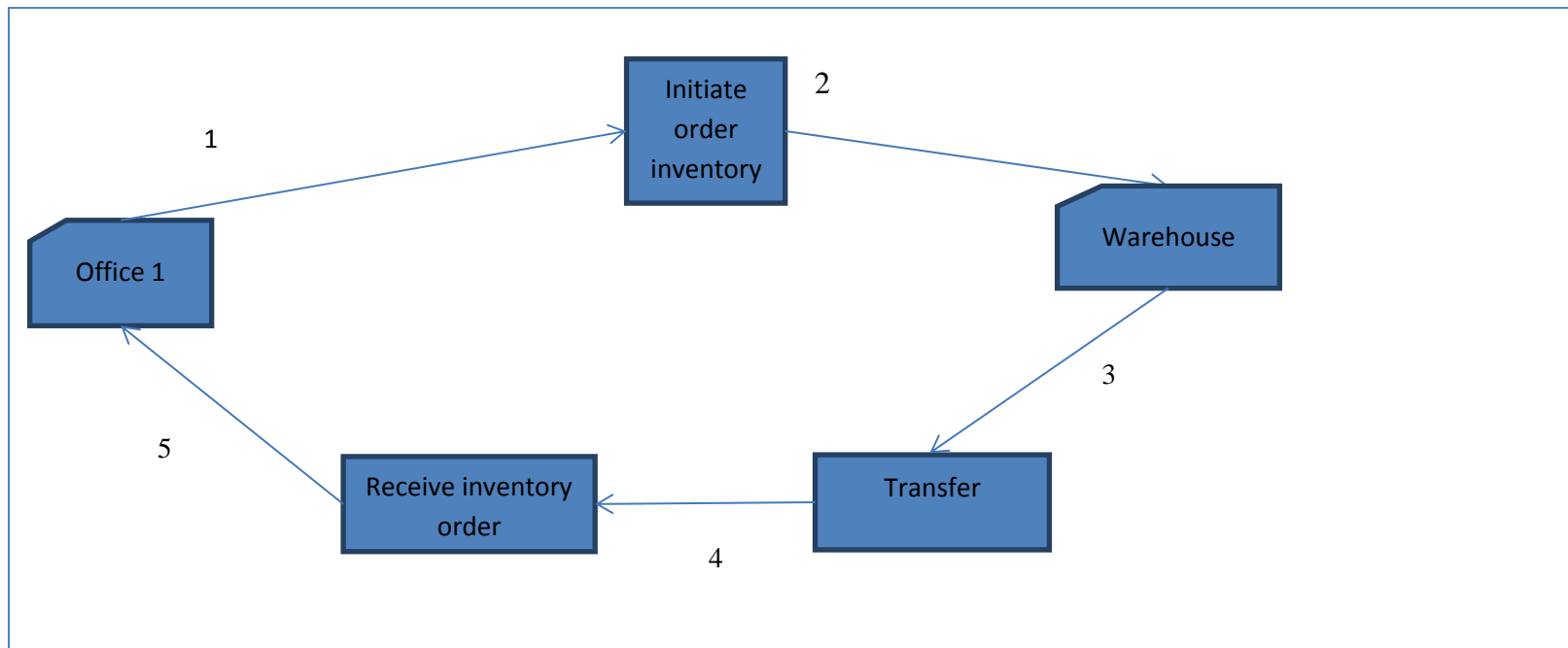
1. Office 1 initiates the "order inventory" process to the Warehouse.
2. The Warehouse receives the order in an order inventory queue.
3. The Warehouse performs the "Transfer" process for this order containing the shipping and inventory transfer related information.
4. Completion of the "Transfer" process will initiate the "receive inventory order" process. All the orders that have transfer finished status will be queued for the receive inventory order process.
5. Office 1 will complete the "receive inventory order" process and this will end the cycle of inventory order.

The following explains when Office 1 makes an inventory to the Warehouse (involves office 2):
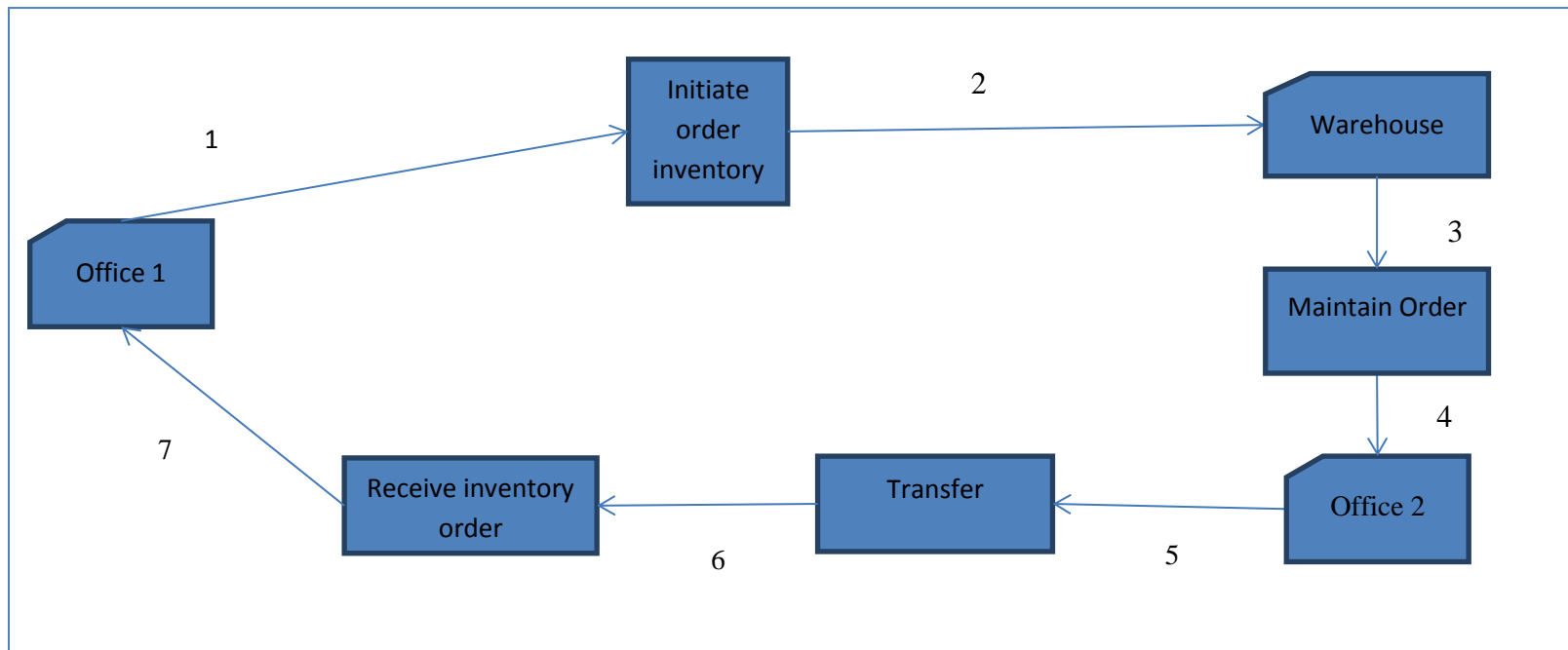
1. Office 1 initiates the "order inventory" process to the Warehouse.

2. The Warehouse receives the order in an order inventory queue.

3. Warehouse does not have enough inventory so checks for available inventory and found some in Office 2.

4. The Warehouse maintains the order and changes the provider to office 2.

5. Office 2 performs the "Transfer" process for this order. This process will contain the shipping and other inventory transfer related information.

6. Completion of the "Transfer" process will initiate the "receive inventory order" process. All the orders that have transfer finished status will be queued for the receive inventory order process.

7. Office 1 will complete the "receive inventory order" process and this will end the cycle of inventory order.

The following steps explain when Office 1 places an inventory order to the warehouse (involves vendor):
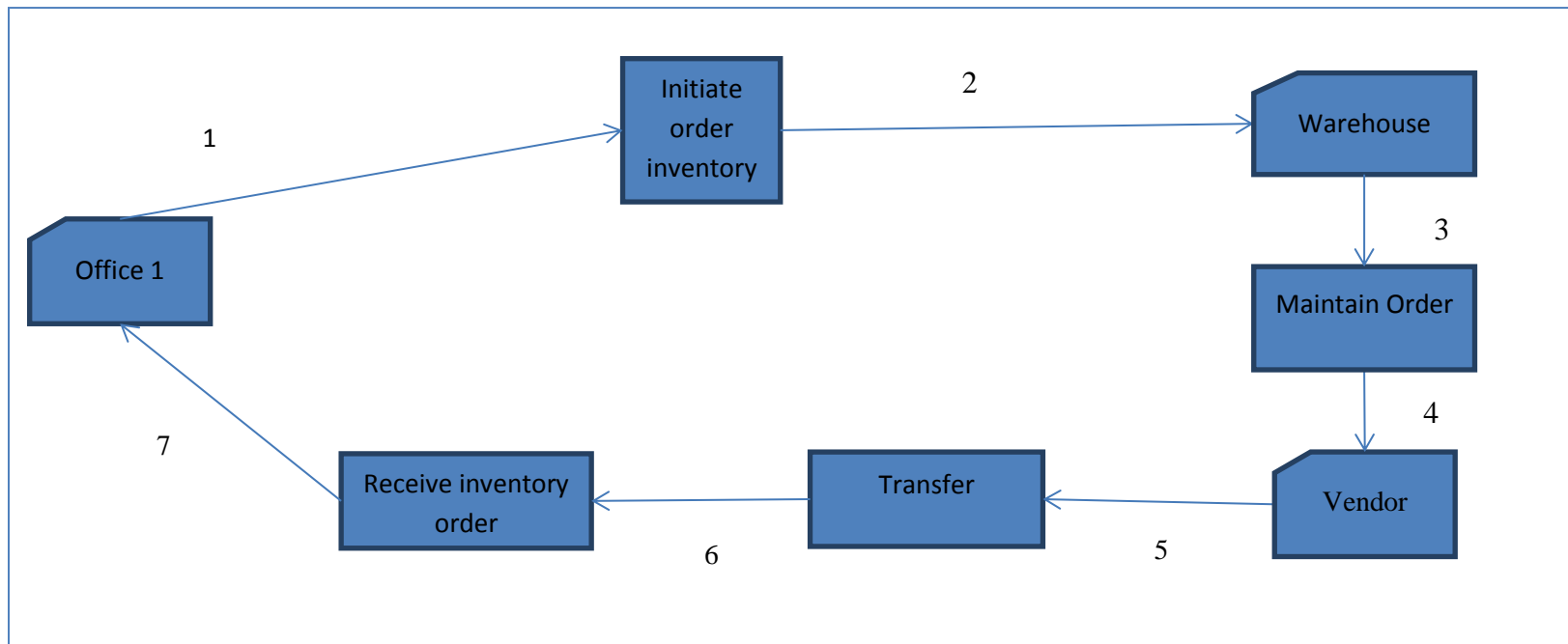
1. Office 1 initiates the "order inventory" process to the Warehouse.

2. The Warehouse receives the order in an order inventory queue.

3. Warehouse does not have enough inventory so checks for available inventory and did not find any.

4. Warehouse maintains the order and changes the provider to Vendor.

5. Vendor performs the "Transfer" process for this order. This process will contain the shipping and other inventory transfer related information.

6. Completion of the "Transfer" process will initiate the "receive inventory order" process. All the orders that have transfer finished status will be queued for the receive inventory order process.

7. Office 1 will complete the "receive inventory order" process and this will end the cycle of inventory order.

4.4.25   Section 4, Subsection 4.25

> Vendor should describe their method of accounting for plates issued to replace Temp Tags issued by a dealer.

Celtic Response:

To process the dealer work, internal user will use the same user interface to initiate the dealer payment transaction. For each vehicle identified in the dealer "batch" of work, the *dmvFIRST* application will interface with vehicle system to retrieve the permanent plate that has been assigned to the temporary tag after examination of supporting documents for the dealer transaction. As required, the dmvFIRST application will perform the fee calculation to account for the fees collected per account and also account for the plate inventory assignment. Multiple dealer transactions can be accumulated in the cart and one payment can be associated with this cart or the amount may be decremented from the dealer escrow account.

4.4.26   Section 4, Subsection 4.26

> Vendor should describe how *dmvFIRST will* automatically deduct the items from the office inventory.

Celtic Response:

The Celtic Solution will track starting and ending inventory numbers (plate #'s) either by office or by CSR. As the CSR uses their inventory the system knows the next available inventory number that will be used and marks that # with a status of "issued" in the inventory. If an inventory item is damaged or lost the inventory item must be marked with a status of "lost", "stolen" or "other" and the user name is tracked against that reason code for an audit trail to account for each and every inventory item.

4.4.27   Section 4, Subsection 4.27

> Vendor should describe a method for supervisory override to correct inventory errors.

Celtic Response:

The Celtic Solution has supervisory override capabilities for certain fields and we will work with WVDMV to place override requirements on specified fields that need overrides as per the WVDMV business rules.

4.4.28   Section 4, Subsection 4.28

> The Vendor should describe how their inventory component's capability of tracking items that are not issued directly through the *dmvFIRST,* i.e. secure paper, used in issuing titles.

Celtic Response:

The Celtic Solution will track secure paper using the pre-numbered start and end numbers for batches of secure paper. The system will issue a title number knowing the next secure paper number and store the numbers in the database. For example if the next secure paper 3 in a batch is

55 and the next assigned title # is 100, Title # 100 must be associated with secure paper # 55. A title replacement (for lost or damaged secure paper title document) will replace the secure paper # with the new one and associate the new secure paper # with the title #.

4.4.29   Section 4, Subsection 4.29

Vendor should describe their solution's customized report writing feature.

Celtic Response:

The Celtic solution utilizes the Crystal Reports as the report writing tool for customized reports. Crystal Reports is a low cost report writer with extensive capability. Celtic also includes a built in ad-hoc reporting tool for purposes of creating reports based on SQL statements to quickly provide ad-hoc reports with minimal formatting requirements.

4.4.30   Section 4, Subsection 4.30

The Vendor should describe their proposed Test Environment that will be used by WVDMV personnel to test modifications to the system before these changes are made effective

Celtic Response:

The Celtic Solution will utilize multiple environments during development and after implementation of *dmvFIRST* into production. We will have a development (DEV) environment, a Testing (TEST) environment where Quality Assurance, Integration Testing and System Testing is performed, a user Acceptance Testing (UAT) environment and a Production (PROD) environment.   THE UAT environment will be used by WVDMV personnel to test modifications to the system before these modifications are moved to PROD.

4.4.31   Section 4, Subsection 4.31

The Vendor should describe its methodology for administering system user training and allow time within the implementation plan.

Celtic Response:

Our training program has been applied multiple times to government staff for purposes of providing IFTA services to the carriers by internal staff and to the carriers via:

- Class room training
- Our browser based training program

The number of agency personnel will be split into three groups:

- Customer Support Representatives (CSR's)
- Administrative Personnel
- Technical personnel

We provide a "Sandbox" version of the application at various stages throughout the project for the users to get acquainted with the look and feel and to provide feedback to the development team on

any issues they encounter. Celtic will train the DMV staff, as required, prior to the initial rollout of the solution into production. We typically use a "Train the Trainer" approach where a select group of users are trained on the solution throughout the project and this trained staffs then trains the rest of the users. We will work with the DMV Project Manager to determine the best approach to training and document this in the training plan. We also provide a "Sandbox" version of the application at various stages throughout the project for the users to get acquainted with the look and feel and to provide feedback to the development team on any issues they encounter.

This approach has worked for us in the past and has certain advantages:

- We believe training is best given by people that know the business rather than instructors that need to learn the business themselves, train the people as best they can with what they know about it and then leave the project. We want the expertise to stay on-site and the trainers to stay involved for the life of the project and the overall system.

- The assistants in the room will be able to quickly help resolve minor individual issues and help avoid having to stop the training for the whole group while one person is assisted.

- The lead users will be given the one-on-one training needed to completely nail down any issues, questions and recommendations. We believe that the more "One to One" training we can deliver, the better the results.

- Several people in the room that know the system can benefit everyone. When a question is asked, a real live business person can answer in a way the trainee can relate to far better than an instructor that may know the business rules but has not actually experienced user issues face to face.

- The trainees will be people with different attention spans, different learning skills and needs. We know that overall the group can only progress at the speed of the slowest participant. The assistant trainers will be able to keep the sessions on schedule and thus keep everyone's interest high on the topics at hand.

- When providing the training, the lead users will become even more efficient with the system and can act as mentors to the others, including new personnel, over the life of the system.

An incorporated feature into the COTS solution offering is the Browser Based Celtic Skills and Evaluation Training product; iLearn@Celtic$_{tm}$. This application provides training tools for different levels of users. The training course may have an associated test component that allow for user certification – both internal and external. The iLearn@Celtic$_{tm}$ course will include textual content and/or application processing with audio instructions. At the completion of a course the student can take a test. If it is deemed necessary, the student will be given remedial courses/modules and then be presented with a new test consisting of a set of different questions selected at random from the "pool" of questions.

The Celtic browser based training engine can be utilized to provide the required on-line training videos for applicable portions of the solution for use by the commercial motor carriers. Service bureaus may also benefit from these types of videos.

The following sample screens depict our on-line training module Welcome and Trainee Status page.
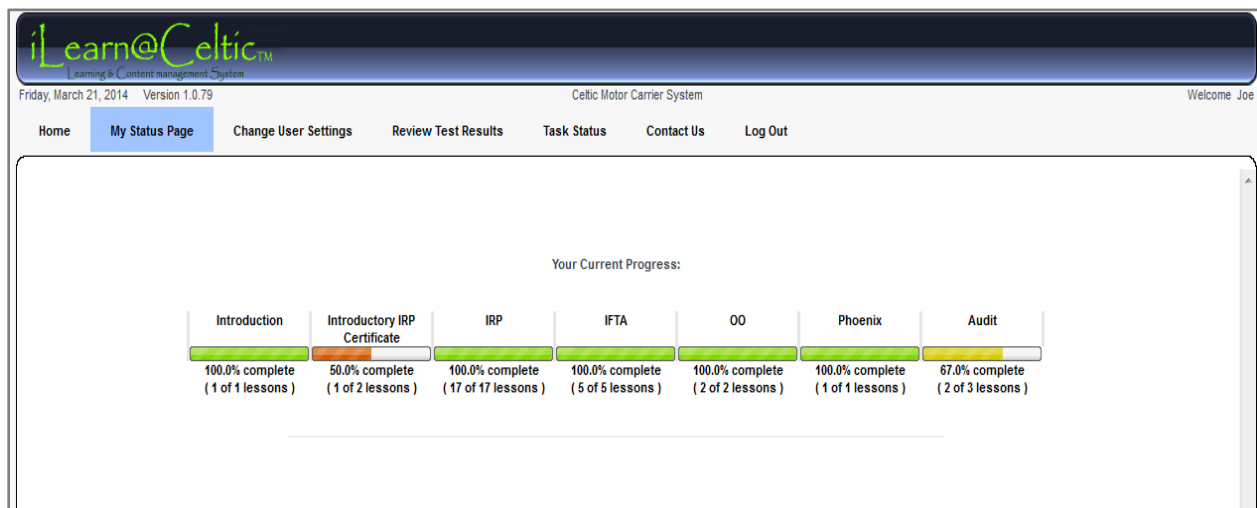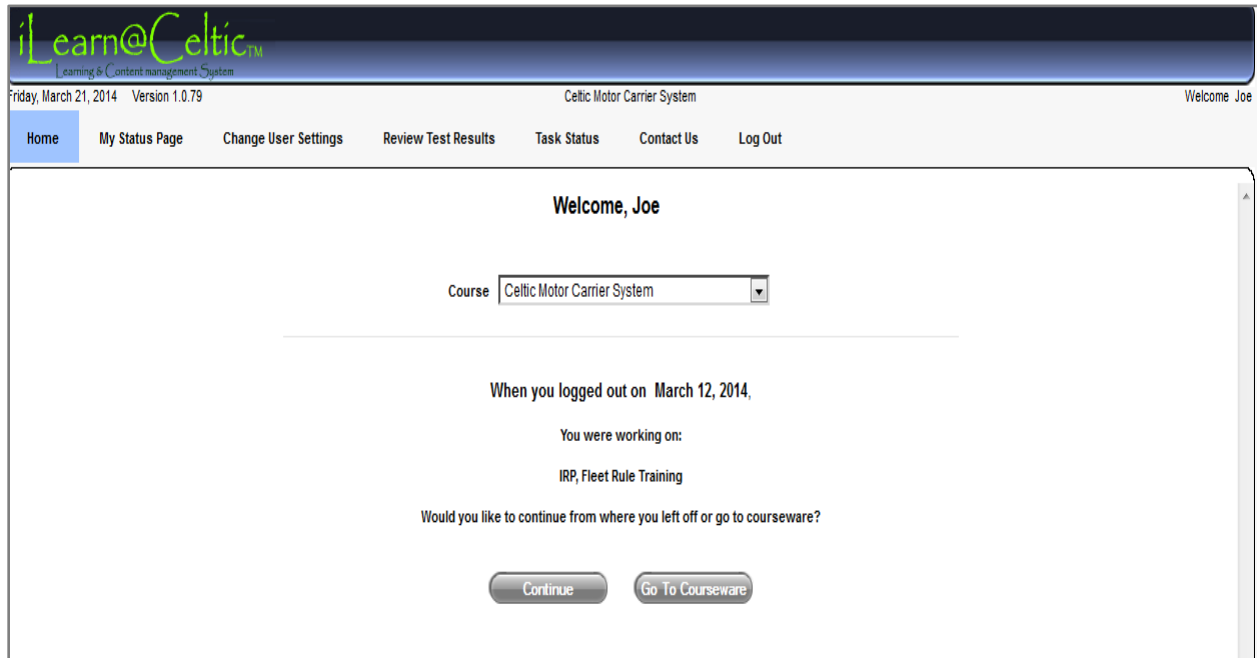
We propose to have an on-line training video for:

- Business Day
- Cash Drawer
- Funds distribution

- Financial Reports

- Inventory Process

- Payment processing

4.4.32 Section 4, Subsection 4.32

> The Vendor should provide a disaster recovery plan including disaster exercise, et.al

Celtic Response:

In the event of a disaster rendering the system unusable, the plan will consist of a series of steps to accommodate manual processing of the inventory and financial reconciliation until the system can be restored to the last backup. All transactions will be kept for re-entry to the restored system and full reconciliation processing will be performed for the entire time the system was down.

The exercise scenario needed to prove the disaster recovery plan and procedures will satisfy stable inventory and financial management during the disaster period is as follows:

- Turn all interfaces off

- Keep all associated transaction documents together in folders

    o Collect payments as per the statutes

    o Issue receipts (keep duplicate)

    o Issue Inventory (track all plates issued)

- At the end of a day processing assume the system is restored

- Turn all interfaces on

- Enter the payment transactions from each folder

4.4.33 Section 4, Subsection 4.33

> The Vendor should describe their detailed implementation and development schedule for the proposed system, including timelines, specific deliverables, and what level of involvement may be required of DMV's technical staff. The Vendor should describe how their proposed methodology should guarantee that the implementation is standardized throughout the initial installation.

Celtic Response:

Celtic has a development methodology that is specifically designed for COTS configuration and customization projects. Our methodology has evolved over the years so COTS implementations and make the most efficient and effective use of the Celtic Team and the DVM IT and Business Staff efforts.

It is anticipated that WVDMV participation will be mainly in three areas:

- Business Domain Expertise for financial and Inventory areas

- IT expertise for any interfaces requiring changes to the State systems and for networking expertise

- Project Management assistance

The expected State participation Level of Effort throughout the project is shown in this spreadsheet below:

WVDMV Expertise	Requirements (Hours)	FRD/ICD (Hours)	Construction (Hours)	Implementation (Hours)	Totals for project
Business Domain Expertise - Financial	80	80	32	60	**252**
Business Domain Expertise - Inventory	80	80	32	60	**252**
IT Systems Expertise	64			80	**64**
Network Expertise	40	40	40	40	**160**
Testers (4)				160	**160**
Project Management	80	80	80	80	**320**
Totals	**344**	**280**	**184**	**480**	**1,208**

The following is our preliminary draft work plan with timelines and deliverables over a one year implementation period. A detailed project plan will be delivered within 30 days of project commencement.

WBS	Task Name	Duration	Start	Finish	Predecessors	% Work Complete	Resource Names	Successors	Predecessors	Successors
1	**WV DMV Financial/Inventory/Reporting Solution**	**266 days**	**Mon 8/3/15**	**Mon 8/8/16**		**0%**				
1.1	**PROJECT MANAGEMENT**	**266 days**	**Mon 8/3/15**	**Mon 8/8/16**		**0%**				
1.1.1	PROJECT MANAGEMENT	266 days	Mon 8/3/15	Mon 8/8/16		0%				
1.1.2	**Project Initiation**	**20 days**	**Mon 8/3/15**	**Fri 8/28/15**		**0%**				
1.1.2.1	Identify/Meet Project Stakeholders	1 day	Mon 8/3/15	Mon 8/3/15		0%	Celtic,WV DMV	6		6
1.1.2.2	Project Initiation	5 days	Tue 8/4/15	Mon 8/10/15	5	0%	Celtic,WV DMV	7	5	7
1.1.2.3	Develop High Level Project Plan	5 days	Mon 8/3/15	Mon 8/17/15	6	0%	Celtic,WV DMV	8	6	8
1.1.2.4	Conduct Project Kick-off	4 days	Mon 8/3/15	Fri 8/21/15	7	0%	Celtic,WV DMV		7	
1.1.2.5	High level Project Plan Complete	20 days	Mon 8/3/15	Fri 8/28/15		0%	Celtic,WV DMV	10		10
1.1.3	Milestone- Deliver CMCS License	0 days	Mon 8/31/15	Mon 8/31/15	9	100%		11	9	11
1.1.4	Milestone- Detailed Project Plan	0 days	Mon 8/31/15	Mon 8/31/15	10	0%			10	
1.2	**PLANNING- High level**	**39 days**	**Mon 8/3/15**	**Thu 9/24/15**		**0%**				
1.2.1	**Establish Project Communications**	**10 days**	**Mon 8/3/15**	**Fri 8/14/15**		**0%**				
1.2.1.1	Tools (SharePoint, MS Project, Office, etc.)	5 days	Mon 8/3/15	Fri 8/7/15		0%	Celtic	15		15
1.2.1.2	Kadence (Status Reporting and Tracking)	5 days	Mon 8/10/15	Fri 8/14/15	14	0%	Celtic		14	
1.2.2	**Risk Management**	**19 days**	**Mon 8/3/15**	**Thu 8/27/15**		**0%**				
1.2.2.1	Risk Management - Project Parameters	5 days	Mon 8/3/15	Fri 8/7/15		0%		18		18
1.2.2.2	Risk Management - Technical Infrastructure	5 days	Mon 8/10/15	Fri 8/14/15	17	0%		19	17	19
1.2.2.3	Risk Management- Business Flow changes	3 days	Mon 8/17/15	Wed 8/19/15	18	0%		20	18	20
1.2.2.4	Risk Management - External Dependencies (e.g. existing vendor)	3 days	Thu 8/20/15	Mon 8/24/15	19	0%		21	19	21
1.2.2.5	Identify Risks Mitigation	3 days	Tue 8/25/15	Thu 8/27/15	20	0%	Celtic,WV DMV		20	
1.2.3	**Validate Requirements**	**33 days**	**Mon 8/10/15**	**Wed 9/23/15**		**0%**				
1.2.3.1	Initial Requirements Discussion	5 days	Mon 8/10/15	Fri 8/14/15		0%		24		24
1.2.3.2	Plan, Stage and Conduct Requirements Validation sessions	15 days	Fri 8/14/15	Fri 9/4/15	23	0%	Celtic,WV DMV	25	23	25
1.2.3.3	Build Requirements Traceability Matrix (RTM)	3 days	Mon 9/7/15	Wed 9/9/15	24	0%	Celtic	26	24	26
1.2.3.4	Requirements Verification Complete	3 days	Thu 9/10/15	Mon 9/14/15	25	0%	Celtic,WV DMV	28,27	25	28,27
1.2.3.5	Submit RTM For approval	0 days	Mon 9/14/15	Mon 9/14/15	26	0%			26	

1.2.4	Milestone- Obtain Signoff for RTM	5 days	Tue 9/15/15	Mon 9/21/15	26	0%	WV DMV		26	
1.2.5	**Prepare Implementation Work stream Packet Outlines**	**18 days**	**Tue 9/1/15**	**Thu 9/24/15**		**0%**				
1.3	**EXECUTING (DESIGN)**	**218 days**	**Mon 8/3/15**	**Wed 6/1/16**		**0%**				
1.3.1	**Complete and Submit FRD for approval**	**28 days**	**Mon 9/7/15**	**Wed 10/14/15**		**0%**				
1.3.2	Milestone- Obtain signoff for FRD	5 days	Wed 10/7/15	Tue 10/13/15	41	0%	WV DMV	99,78	41	99,78
1.3.3	**Complete and Submit ICD for approval**	**18 days**	**Thu 10/1/15**	**Mon 10/26/15**		**0%**				
1.3.3.1	**Identify and Define Interface specifications**	**12 days**	**Thu 10/1/15**	**Fri 10/16/15**		**0%**	**Celtic**			
1.3.3.2	Finalize interface specifications	3 days	Mon 10/19/15	Wed 10/21/15	55	0%		57	55	57
1.3.3.3	Review and Revise	2 days	Thu 10/22/15	Fri 10/23/15	56	0%		58	56	58
1.3.3.4	Conduct Review sessions (WebEx)	1 day	Mon 10/26/15	Mon 10/26/15	57	0%		59	57	59
1.3.3.5	Submit ICD for approval	0 days	Mon 10/26/15	Mon 10/26/15	58	0%		60	58	60
1.3.4	Milestone- Obtain ICD signoff	5 days	Tue 10/27/15	Mon 11/2/15	59	0%	WV DMV		59	
1.3.5	**Implement Technical Infrastructure**	**12 days**	**Mon 10/26/15**	**Tue 11/10/15**		**0%**				
1.3.5.1	Establish HW/SW/communication requirements	5 days	Mon 10/26/15	Fri 10/30/15		0%	Celtic	63		63
1.3.5.2	Test Development infrastructure	7 days	Mon 11/2/15	Tue 11/10/15	62	0%	Celtic		62	
1.3.6	**Prepare Plans**	**59 days**	**Sun 11/1/15**	**Wed 1/20/16**		**0%**				
1.3.6.1	**Develop System Test Plan Document**	**276 days**	**Sun 11/1/15**	**Fri 11/18/16**		**0%**				
1.3.6.2	Milestone- Obtain System Testing Plan Approval	5 days	Thu 11/19/15	Wed 11/25/15	71	0%			71	
1.3.6.3	**Define Transition/Cut-over Plan**	**84 days**	**Tue 12/1/15**	**Fri 3/25/16**		**0%**	**Celtic**			
1.3.6.4	**Define Training Plan**	**18 days**	**Fri 1/1/16**	**Tue 1/26/16**	42	**0%**	**Celtic**		**42**	
1.3.6.5	Milestone- Obtain Training Plan Approval	5 days	Wed 1/20/16	Tue 1/26/16		0%				
1.3.6.6	**Sandbox**	**88 days**	**Mon 2/1/16**	**Wed 6/1/16**		**0%**				
1.3.6.6.1	**Sandbox Release 1**	**11 days**	**Mon 2/1/16**	**Mon 2/15/16**		**0%**	**Celtic**			
1.3.6.6.2	Sandbox Release 2	1 day	Fri 4/1/16	Fri 4/1/16	89	0%			89	
1.3.6.6.3	Sandbox Release 3	1 day	Wed 6/1/16	Wed 6/1/16		0%		92		92
1.3.6.7	Milestone - Demonstrate Prototypes	0 days	Wed 6/1/16	Wed 6/1/16	91	0%			91	
1.4	**MONITORING (DEVELOP)**	**166 days**	**Sun 11/1/15**	**Fri 6/17/16**		**0%**				
1.4.1	**Celtic Development Stage**	**0 days**	**Thu 4/28/16**	**Thu 4/28/16**		**0%**				
1.4.1.1	High level design Development/Integration Test Environment	5 days	Mon 11/2/15	Fri 11/6/15		0%	Celtic,WV DMV	96		96
1.4.1.2	Initial Base implementation Development	5 days	Mon 11/9/15	Fri 11/13/15	95	0%	Celtic,WV DMV	97	95	97
1.4.1.3	**Enterprise Level**	**120 days**	**Sat 11/14/15**	**Thu 4/28/16**	96	**0%**			**96**	
1.4.1.3.1	**Application Development/Configuration /Unit Test**	**58 days**	**Sat 11/14/15**	**Tue 2/2/16**		**0%**				
1.4.1.3.1.1	User Management	5 days	Wed 10/14/15	Tue 10/20/15	42	0%	Celtic	100	42	100
1.4.1.3.1.2	Financial	10 days	Wed 10/21/15	Tue 11/3/15	99	0%		101	99	101
1.4.1.3.1.3	Transaction Logging	5 days	Wed 11/4/15	Tue 11/10/15	100	0%	Celtic	102	100	102

1.4.1.3.1.4	Administrative Tasks	5 days	Wed 11/11/15	Tue 11/17/15	101	0%	Celtic	103	101	103
1.4.1.3.1.5	Inquiry	4 days	Wed 11/18/15	Mon 11/23/15	102	0%		104	102	104
1.4.1.3.1.6	Refund Process	6 days	Tue 11/24/15	Tue 12/1/15	103	0%		105	103	105
1.4.1.3.1.7	External User Sign On	5 days	Wed 12/2/15	Tue 12/8/15	104	0%		106	104	106
1.4.1.3.1.8	Common Batch Process	4 days	Wed 12/9/15	Mon 12/14/15	105	0%		107	105	107
1.4.1.3.1.9	Inventory Management	10 days	Tue 12/15/15	Mon 12/28/15	106	0%		109	106	109
1.4.1.3.2	**Enterprise Integration Testing**	**108 days**	**Fri 8/28/15**	**Tue 1/26/16**		**0%**				
1.4.1.3.2.1	Deploy Enterprise Level modules to Integration TEST Environment	5 days	Tue 12/29/15	Mon 1/4/16	107	0%	Celtic	110	107	110
1.4.1.3.2.2	Integration Test - initial	5 days	Tue 1/5/16	Mon 1/11/16	109	0%	Celtic	111	109	111
1.4.1.3.2.3	Integration issues evaluation	6 days	Tue 1/12/16	Tue 1/19/16	110	0%		112	110	112
1.4.1.3.2.4	Integration Test Complete	0 days	Tue 1/26/16	Tue 1/26/16	111	0%	Celtic,WV DMV		111	
1.4.1.3.3	**Interfaces**	**79 days**	**Mon 1/11/16**	**Thu 4/28/16**		**0%**				
1.4.1.3.3.1	**Interfaces**	**79 days**	**Mon 1/11/16**	**Thu 4/28/16**		**0%**				
1.4.2	**Testing Phase**	**37 days**	**Sun 5/1/16**	**Mon 6/20/16**		**0%**				
1.4.2.1	**SIT- System Integration Test**	**31 days**	**Sun 5/1/16**	**Fri 6/10/16**		**0%**				
1.4.2.1.1	Initial Enterprise Modules Testing	5 days	Mon 5/2/16	Fri 5/6/16		0%		134		134
1.4.2.1.2	Initial Interface Module Testing	5 days	Mon 5/9/16	Fri 5/13/16	133	0%		135	133	135
1.4.2.1.3	Conduct System Testing	20 days	Mon 5/16/16	Fri 6/10/16	134	0%		136	134	136
1.4.2.1.4	Deliver System Test Results	0 days	Fri 6/10/16	Fri 6/10/16	135	0%		137	135	137
1.4.2.2	Milestone- Obtain System Integration Test Approval	5 days	Mon 6/13/16	Fri 6/17/16	136	0%	Celtic,WV DMV		136	
1.5	**CLOSING (DEPLOY)**	**37 days**	**Sat 6/18/16**	**Mon 8/8/16**		**0%**				
1.5.1	**Conduct User Acceptance Tests**	**28 days**	**Sat 6/18/16**	**Tue 7/26/16**		**0%**				
1.5.1.1	Conversion execution	1 day	Mon 6/20/16	Mon 6/20/16		0%	Celtic,WV DMV	141		141
1.5.1.2	Conduct Initial UAT	20 days	Tue 6/21/16	Mon 7/18/16	140	0%	WV DMV	142	140	142
1.5.1.3	**Rebuild Iteration 1**	**13 days**	**Sun 7/10/16**	**Tue 7/26/16**	**141**	**0%**			**141**	
1.5.1.3.1	Define Defects	10 days	Mon 7/11/16	Fri 7/22/16		0%	Celtic	144		144
1.5.1.3.2	Develop/Configure, Unit and Integration tests	2 days	Mon 7/25/16	Tue 7/26/16	143	0%	Celtic		143	
1.5.2	Milestone- Obtain UAT signoff	0 days	Tue 7/26/16	Tue 7/26/16		0%	WV DMV	147,148		147,148
1.5.3	**Deliver Education and Training**	**7 days**	**Wed 7/27/16**	**Thu 8/4/16**		**0%**				
1.5.3.1	Train the Trainer - Financial	7 days	Wed 7/27/16	Thu 8/4/16	145	0%	Celtic		145	
1.5.3.2	Train the Trainer - Inventory	7 days	Wed 7/27/16	Thu 8/4/16	145	0%	Celtic		145	
1.5.4	Milestone- Training for Internal, Administrative and IT Complete	0 days	Thu 8/4/16	Thu 8/4/16		0%				
2	Milestone - Obtain Signoff - GO Live	0 days	Mon 8/8/16	Mon 8/8/16		0%	Celtic			

Attachment B: Mandatory Specification Checklist

List mandatory specifications contained in Section 4, Subsection .5:

4.5.1 Section 4, Subsection 5.1

The Vendor must provide current documentation and references to be verified by WVDMV that demonstrates their ability to integrate and/or interface with complex modular systems such as those commonly found in Enterprise Resource Planning Systems (ERPs).

Section 4, Subsection 5.1.1The Vendor must provide, as part of their reference, a contact person knowledgeable of the services provided.

Section 4, Subsection 5.1.2The The Vendor must provide contact information of the individuals listed in 5.1.1 including telephone numbers and email to the reference requirements in Subsection 3, Qualifications and Experience above.

Celtic Response:

Celtic has implemented Financial and Inventory system components in multiple jurisdictions:

- Alabama DOR
- Iowa DOT
- South Carolina DMV
- Arkansas DFA
- Ontario MTO

- New York DMV
- Pennsylvania DOT
- Kansas DOR
- Georgia DOR

We are currently implementing our Celtic solutions for the Montana Department of Transportation to include the following:

- Financial
- Inventory
- IRP
- IFTA
- CVIEW
- Permitting and Automated Routing
- Browser Based Training module
- Celtic Browser Based Incident Tracking

The following references will confirm our ability to integrate and interface with complex modular systems:

Reference #1			
Name of Client Agency	Kansas Department of Revenue		
Application Name	Commercial Motor Vehicle Registration for Intrastate Commercial Motor Vehicles and IRP	Year Contracted	2013
Client Address	KS DOR Commercial Motor Vehicles		
Client City	Topeka	State KS ZIP Code	66612
Client Contact	Deann Williams	Title	Asst. Administrator, Office of Motor Vehicles
Contact Telephone	785-296-6541	Contact Fax	
Contact E-Mail	Deann.williams@kdor.ks.gov		
Number of Years Contracted	5 years		
Application Modules/ Functions Operational	Intrastate Commercial Motor Vehicles Registration across 85+ counties. IRP with Title Component. CVIEW and T&R interface. Financial and Inventory. Celtic In-Line Document Management System (DMS)		
Total Contract Value	$3 M		
Number of Users	30 Internal Users	External users as required up to 1,000 users. Additional server power will support additional external users	

Reference #2				
Name of Client Agency	Alabama Department of Revenue			
Application Name	IFTA/IRP/CVIEW		Year Contracted	2007
Client Address	50 N. Ripley Street Gordon Persons Building			
Client City	Montgomery	State	AL	ZIP Code	36132
Client Contact	Jay Starling		Title	Assistant Director, Motor Vehicles
Contact Telephone	334-242-9078	Contact Fax	334-353-7846	
Contact E-Mail	Jay.Starling@revenue.alabama.gov			
Number of Years Contracted	8 years			
Application Modules/ Functions Operational	Commercial Motor Vehicle Registrations (IRP)/IFTA/CVIEW with T&R interface Financial and Inventory			
Total Contract Value	$3M			
Number of Users	30 Internal Users		External users as required up to 1,000 users. Additional server power will support additional external users.	

Reference #3				
Name of Client Agency	Georgia Department Revenue			
Application Name	Commercial Motor Vehicle Registrations for IRP		Year Contracted	2014
Client Address	Georgia Department of Revenue P. O. Box 740381			
Client City	Atlanta	State	GA	ZIP Code 30349
Client Contact	Georgia Steele		Title	Director, Motor Vehicle Division
Contact Telephone	PHONE: 404-724-7680		FAX: 404-599-6232	
Contact E-Mail	Georgia.Steele@dor.ga.gov			
Number of Years Contracted	3 years			
Application Modules/ Functions Operational	Commercial Motor Vehicle Registrations (IRP)/CVIEW/PRISM with T&R interface Celtic In-Line Document Management			
Total Contract Value	$2M			
Number of Users	30 Internal		External users as required up to 1,000 users. Additional server power will support additional external users.	

Reference #4			
Name of Client Agency	Iowa Department of Transportation		
Application Name	IFTA/IRP	Year Contracted	2009
Client Address	Iowa DOT Office of Motor Carriers 800 Lincoln Way		

Client City	Ames	State	IA	ZIP Code	50010

Client Contact	Tina Hargis		Title	Director, Motor Vehicle Services

Contact Telephone	515-237-3254	Contact Fax	515-237-3200

Contact E-Mail	Tina.Hargis@dot.iowa.gov	

Number of Years Contracted	7 years
Application Modules/ Functions Operational	Commercial Motor Vehicle Registrations (IRP)/IFTA/CVIEW/PRISM with T&R interface and Permitting/Routing interface
Total Contract Value	$3M

Number of Users	30 Internal	External users as required up to 1,000 users. Additional server power will support additional external users.

Reference #5				
Name of Client Agency	South Carolina Department of Motor Vehicles (SCDMV)			
Application Name	IFTA/IRP with CVIEW interface		Year Contracted	2010
Client Address	10311 Wilson Blvd.			
Client City	Blythewood	State	SC	ZIP Code	29016
Client Contact	Leroy Johnson		Title	Director, Motor Carrier Services
Contact Telephone	803-896-9590	Contact Fax	803-896-9747	
Contact E-Mail	Leroy.johnston@scdmv.net			
Number of Years Contracted	6 years			
Application Modules/ Functions Operational	Commercial Motor Vehicle Registrations (IRP)/IFTA/CVIEW Interface. Integration of our COTS Motor Carrier Products with the State T&R and Driver's License system (PHOENIX)			
Total Contract Value	$4 M			
Number of Users	30 Internal Users		External users as required up to 1,000 users. Additional server power will support additional external users.	

Our financial and Inventory modules have evolved over the past 10 years into integral enterprise wide core components in our Motor Vehicle and Motor Carrier COTS solutions. We understand the WVDMV current operating environment from our on-site visits with WV in 2012. Celtic spent several days, during multiple visits, walking through each operating area from the mail room processing to

credential generation and everything in between, in an effort to become familiar with and document your requirements for a new modernized system.

Our project development approach includes the following phases:

- Generation of an up-front detailed work plan

- Development of a Requirements Verification and Traceability Matrix (RTM)

- Generation of our system design document - Functional Requirements Design (FRD)

- Documentation of the interfaces via an Interface Control Document (ICD)

- Construction

- Prototyping/Demonstrations

- Integration Testing

- Comprehensive System Testing

- Support to WVDMV for User Acceptance Testing

- Customized Training (on-site and web Based)

- Conversion (if required) from Legacy to SQL Server, Oracle or DB2 backbend databases.

We develop detailed cutover plans to ensure a smooth transition to the new system. We will provide on-site support to quickly resolve any of the unknown issues and/or data anomalies that might occur immediately after go live.

Celtic has extensive experience with integrating and interfacing to existing applications and databases as required by WVDMV requirements. In South Carolina we integrated our solution for IRP and IFTA into the SC Legacy Title and Registration and Drivers system (PHOENIX,) fully utilizing common components, such as the customer database and issues tracking modules. In virtually all of our implementations, we interface with the jurisdiction Legacy Title and Registration databases (SQL Server/Oracle/DB2 and other mainframe Legacy data repositories) to retrieve existing information and reduce data entry efforts for the users.

The Celtic Financial solution incorporates multiple functions:

- Business Day – establishes the reconciliation period and accommodates external users accessing the system after hours and on weekends. This can be extended to cover any period of time for a specific office location.

- Cash Drawer
  - Initialize
  - Hold
  - Inquiry
    - Cash Drawer Content

- ▪ Cash Drawer Transactions
- ▪ Invoice Information

- o Reconcile

- o Deposit

- o Maintain

- Adjustments – allows for corrections to charges

- Interface to State financial systems

- Consolidation

- Funds Allocation

- Miscellaneous Transactions

- Escrow

- NSF

- Processing

- Refunds

The Celtic Inventory solution incorporates multiple functions as follows:

- Order Inventory Type

- Transfer Inventory

- Receive Inventory

- Assign Inventory

- Maintain Inventory

- Maintain Order

- Inventory Inquiry

- Order Inquiry

- Maintain Personalized Plates

- Approve Personalized Plates

- Plate Fee Calculation

4.5.2 Section 4, Subsection 5.2

> *dmvFIRST* must have the ability to perform all transactions and maintain the accounting detail necessary for the allocation of fees to the proper revenue accounts.

Celtic Response:

The Celtic Solution for financial processing is implemented in multiple jurisdictions and allows for the processing and tracking of transactions necessary to perform all DMV business functions. The Financial module logs and tracks the financial information necessary for the allocation of fees as per business rules for the revenue accounts. During the requirements verification phase of the project we will acquire the revenue accounts, the distribution rules and configure the system to allocate the fees according to these rules. Basically, a table of revenue accounts will be cross referenced to the various fees that have portion percentages associated with them. A user interface for authorized personnel based on their role will allow for easy access to make updates as a result of business rule changes and/or legislative changes. The Celtic team will work with WVDMV to ensure authorized users have the access required to perform the transactions.

During the development phase of the project, we will deploy a "sandbox" environment where these fee allocations can be tested for completeness. By using this application, we ensure that the production version is complete in all respects, including fee distribution and that all revenue accounts are being allocated the correct portion of all fees.

Select CHECK DETAILS to display a list of the checks and certified funds collected as payment for the transactions associated with the cash drawer

Select TRANSACTION DETAILS to display a popup of the paid transactions associated with the cash drawer.

4.5.3 Section 4, Subsection 5.3

dmvFIRST must, at a minimum, accept: cash, check, check cards, credit cards, debit cards, and payment cards in accordance with West Virginia State Code, rules and policies promulgated by the West Virginia State Treasurer's Office.

Celtic Response:

The Celtic Payment Engine provides the functionality to support payments made via cash, check, check cards, credit cards/debit cards/payment cards (using the WV BB&T interface) and a combination of different types of payments. A combination of multiple payment types allows for payment of a portion of the amount owed using one payment type and the rest using a different payment type as allowed by the business rules. The payment engine will be configured to comply with West Virginia State Code and the rules and policies promulgated by the West Virginia Treasurer's office.

4.5.4 Section 4, Subsection 5.4

> *dmvFIRST* shall provide a method for electronically processing payments made by check
> so that the money amount is automatically processed against the customer's account.   The
> check information, i.e. routing number and bank account numbers, will be electronically
> captured and the payment shall be submitted to the current vendor (Financial Institution)
> holding the Banking Services Contract.

Celtic Response:

The Celtic Payment Engine will be configured to interface with the existing State Financial Institution vendor that holds the Banking Services Contract. Information data entered or captured by the State provided Check Reader (routing and bank account numbers, etc.) will be passed securely to the Financial Institution for processing against the customer's account. The Celtic team will work with WVDMV and the current vendor to determine the best method for capturing the bank account information. In some of our jurisdictions we have transferred control to a Financial Institution web page for the collection of the bank account information.

4.5.5 Section 4, Subsection 5.5

> *dmvFIRST* shall prepare deposit information for review and electronic transmission to the
> State's accounting system, wvOASIS, the information entered from this transmission
> allows proper State Treasurer's Office approval. The deposit shall specify the allocation
> of revenue collected for distribution into the appropriate funds.

Celtic Response:

The Celtic Payment Engine functionality includes the ability to open and close logical cash drawers, reconcile/balance closed cash drawers and roll up all reconciled cash drawers into a deposit for the office. The deposit/payment information also provides reports on the allocation of the revenue and distribution of fees to appropriate GL Revenue accounts.

The Celtic Cash Drawer module collects all of the financial information including the allocation of revenue and distribution of fees to the appropriate Revenue accounts. When all drawers are closed and reconciled the daily deposit will be automatically prepared for review and approval prior to the electronic transmission to wvOASIS.

To create a deposit, the system navigates the user through the necessary flow as follows:

- On the Enterprise Level Menu, Cash Drawer Tab, select OFFICE DEPOSIT and a list of all the business days available for deposit will be displayed for selection

- Click on PROCEED to display the Cash Drawer Deposit Detail screen

  - click on CHECK DETAILS for a checklist of deposits

  - click on TRANSACTION DETAILS for a transaction list of transactions associated with the deposit.

- Enter the cash denominations and select ADD

- Verify the check amount

  o A list of the cash drawers included in the deposit are listed on the screen below the command line (PROCEED, CHECK DETAILS, TRANSACTION DETAILS, REFRESH, QUIT)

- Click on PROCEED to finalize the deposit and get a Deposit slip and check list

We provide a Fee Distribution inquiry as part of the Cash Drawer module that shows the exact distribution of all fees collected in a cash drawer across all of the associated GL Revenue Accounts as shown in the screen display below.

CashDrawer Transaction Details

Cash Drawer Details

| Customer: 5742 | Customer Name: J & M TANK LINES INC | Service Location: CENTURY CENTER OFFICE |

Cash Drawer Details

| Cash Drawer User Id: MGOHIL@CELTIC.BZ | Customer: 5742 |

Invoice No.	Session No.	Transaction Date	Transaction Description
14396	128	01/02/2015	TRANSFER PLATE

GL Code Distribution

Invoice No.	GL Code Desc	Description	Fee Type	Fee Amount ($)
14396	1002	JRF	FOREIGN JURISDICTION FEE	223.65
14396	1014	TRF	TRANSFER TAG FEE	50.00

Payment Details

Payment Type	Payment No.	Payment Amount ($)
Cash		303.65
Total		303.65

4.5.6 Section 4, Subsection 5.6

> Fee change modifications of any kind shall be user configurable and effective date driven.

Celtic Response:

The Celtic Solution uses "timed" tables to drive fee changes that become effective or expire on a given date. In this way the new dates can be entered ahead of time and will be put into effect on the desired date. Authorized users can access the tables for update through a User Interface depending on the fee type.

4.5.7 Section 4, Subsection 5.7

> *dmvFIRST must* allow management to review a breakdown of transactions for the day by CSR.

Celtic Response:

The Celtic Solution has a daily Ledger that allows for a review all of the transactions processed by each CSR. This same report will show totals for each office and overall for the State level. This report will roll-up to the office level and to the department level as required. A sample daily ledger report is shown below.

SUMMARY DAILY RECEIPT

RUN DATE: 05/28/2015   FROM DATE: 05/01/2015   TO DATE: 05/28/2015
OFFICE ID: CC

USER ID	IRP FEES	RES FEES	COUNTY CREDIT CONSUMED	LATE REG FEE PENALTY	FOREIGN JUR IRP FEE	BASE ADMIN FEE	AAVT FEE	AAVT PENALTY	INVOICE AMOUNT	OVER PAYMENT AMOUNT	MANUAL ADJUSTMENT
	$178.26	$0.00	$0.00	$0.00	$1,901.87	$4.00	$102.82	$0.00	$2,186.95	$0.00	$0.00
	$463.22	$0.00	$0.00	$0.00	$1,665.07	$0.00	$311.43	$0.00	$2,439.72	$0.00	$0.00
	$1,780.38	$0.00	$0.00	$445.10	$5,835.48	$143.00	$675.36	$67.54	$8,946.86	$0.00	$0.00
	$0.00	$0.00	$0.00	$0.00	$0.00	$3.00	$0.00	$0.00	$3.00	$0.00	$0.00
	$327.09	$0.00	$0.00	$163.56	$490.83	$0.00	$124.07	$0.00	$1,105.55	$0.00	$0.00
TOTAL:	$2,748.95	$0.00	$0.00	$608.66	$9,893.25	$150.00	$1,213.68	$67.54	$14,682.08	$0.00	$0.00

CREDIT TRANSACTIONS

USER ID	IRP FEES	RES FEES	COUNTY CREDIT CONSUMED	LATE REG FEE PENALTY	FOREIGN JUR IRP FEE	BASE ADMIN FEE	AAVT FEE	AAVT PENALTY	INVOICE AMOUNT	CREDIT AMOUNT	MANUAL ADJUSTMENT
TOTAL:											

4.5.8 Section 4, Subsection 5.8

dmvFIRST must provide a solution for reporting the itemized accounting breakdown for all monies collected and inventory items sold for a variety of time intervals (hourly, daily, weekly, monthly and yearly) shown by time stamp, by user, workstation and location.

Celtic Response:

The Celtic Solution maintains all of the information associated with all transactions in the database for audit, inquiry and reporting purposes. Each transaction has an associated timestamp recording exactly when the transaction took place. Our transaction log also tracks any transactions that were backed out and the user that performed the blackout providing an end to end tracking and logging of activity in the system.

The Celtic solution will be enhanced to provide a reconciliation of the inventory items sold for each transaction. This will allow WVDMV personnel to inquire on the transactions performed by the required time intervals to provide both the money and inventory items sold.

4.5.9 Section 4, Subsection 5.9

dmvFIRST will provide workstation totals for display on the terminal, as needed, as well as printed report for use in reconciling a Customer Service Representative (CSR) activity at the end of the shift.

Celtic Response:

The Celtic solution supports displaying required financial information necessary for reconciliation of user activity at any point during the day including at the end of a shift. Authorized users defined to the system by their role in the system will be able to see the displayed information in order to close out a cash drawer at the end of a shift.

4.5.10 Section 4, Subsection 5.10

dmvFIRST must produce both an external and internal tracking document to trace all fees and processed paperwork. The tracking document must, at a minimum, include date, machine number, user ID, transaction type, transaction number, office location, document

| number (title or driver's license) and amount. |

Celtic Response:

The Celtic Solution has an extensive transaction log for purposes of tracking all of the activity performed in the system. Inquiries on the transaction log will provide the information necessary for authorized personnel to trace all fees and processed paperwork. The Daily Ledger report provides all of the details surrounding transaction activity surrounding fees and processed paperwork. Both of these features provide for the required information including the date, machine number, User ID, transaction type, transaction number, office location, document number and amount.

4.5.11 Section 4, Subsection 5.11

dmvFIRST must be able to report/audit by fee code and tender type, as well as user ID, location, date range, over/under amounts for the purpose of daily reconciliation.

Celtic Response:

The Celtic Solution maintains transaction information in the system including the breakdown by fee code and a separately by tender type. Both reports would also include User ID, Location, date range and over/under payment amounts. We will work with the DMV to determine the format of the reports desired during the requirements verification phase of the project.

4.5.12 Section 4, Subsection 5.12

dmvFIRST must provide a line item override feature that will allow the CSR to adjust the fee amount collected. The reason for this adjustment must be captured allowing the CSR to select or enter the justification for changing the fee amount calculated by *dmvFIRST*. These adjustments and justifications must be tracked in the transaction history.

Celtic Response:

The Celtic Solution provides for an override of the calculated fee amount and requires an override reason to be selected from a drop down list or entered by the user. All of the adjustment activity is maintained in the activity log for purposes of providing an audit trail for changes to fees calculated.

4.5.13 Section 4, Subsection 5.13

dmvFIRST shall provide an override function for management to allow the processing of the transaction after further review of the circumstances surrounding the stop code.

Celtic Response:

The Celtic Solution provides override functionality at the supervisor role to allow transaction processing to proceed when a STOP code is encountered from the interface from the legacy Vehicle Services or Driver License systems. All overrides are tracked for audit trail purposes including the user performing the override, date, time and location it was made from. The Celtic Solution will be enhanced to include a review process as required.

4.5.14 Section 4, Subsection 5.14

dmvFIRST must produce Management Reports on a local basis for individual CSRs and

supervisory staff. The reports shall include on a daily basis:
5.14.1: Productivity Report, this is a summary report that lists transactions associated with inventory and operational activity by individual and location.
5.14.2: Office Total Report, this is a summary report that lists transactions associated with inventory and operational activity by locations.
5.14.3: Cashier Report, this is a summary report that lists transaction, cash, check, credit slip, amount per each type of credit card, over/under, voids and error corrects, deposit total, credit card total and total collected by individual and location.
5.14.4:Master Cashier Report, this is a summary report that lists transaction, cash, check, credit slip, amount per each type of credit card, over/under, voids and error corrects, deposit total, credit card total and total collected by location.

Celtic Response:

The Celtic Solution provides all necessary Management reports on a local basis from a reports drop-down menu by individual and/or location as required including a Productivity Report, Office Totals Report, Cashier Report and the Master Cashiers Report. The User's ROLE in the system will determine what reports the authorized users are allowed to generate and print.

4.5.15 Section 4, Subsection 5.15

dmvFIRST must be able to produce the following Organizational Reports for any selected period of time:

5.15.1:Summary Office Activity Report-This report allows WVDMV management to produce a report that lists number of transactions, total cash, total check, total credit, total per credit card type, over/under, voids and error corrects per CSR.

Celtic Response:

The Celtic Solution has financial logging for purposes of tracking financial activity in the system. The Daily Ledger detail and summary report provides all of the details surrounding transaction activity including the number of transactions, total cash, total check, and total credit. The Solution will be enhanced to provide for total per credit card type, over/under voids and error corrects for each Customer Service Representative (CSR).

5.15.2: Transaction Report by Cashier- This report allows WVDMV management to print the activity of any selected CSR for a selected period of time. This report shall contain all transaction detail.

Celtic Response:

The Celtic Solution has a Cash Drawer Management system for purposes of tracking payment activity performed in the system. The Daily Ledger detail and summary report provides all of the details surrounding transaction activity and we will provide a report with the activity detail for any selected CSR for a selected period of time.

5.15.3:Consolidated Totals by Office -This report allows WVDMV management to produce a summary report that lists transaction, cash, check, credit slip, amount per each type of credit card, over/under, voids and error corrects, deposit total, credit card total and

> total collected.

Celtic Response:

The Celtic Solution has an extensive financial logging for purposes of tracking transaction and payment activity performed in the system. The Daily Ledger report provides all of the details regarding the number of transactions, total cash, total check, and total credit slip amount per each type of credit card, credit card total and total collected that can be summarized to the location level and the department level for management review. The Celtic Solution will be enhanced to provide for over/under, voids and error corrects at the department level, location level and at the CSR level.

> 5.15.4: Consolidated Regional Office Report-This report allows WVDMV management to print the consolidated activity for a specific Regional Office for any period of time. This includes both monetary and inventory activity.

Celtic Response:

The Celtic Solution has extensive financial logging for purposes of tracking all of the activity performed in the system. The Daily Ledger report provides all of the details regarding the consolidated activity for monetary activity for a location/office for any period of time. Our Inventory module tracks the inventory activity for a location/office for any period of time.

During the requirements validation we will work with WVDMV to ensure the required information for the Consolidated Regional Office report is provided in the report.

> 5.15.5: Consolidated Statewide Activity Report -This report allows WVDMV management to produce a report that details all collections received and processed through all registers on a statewide basis.

Celtic Response:

The Celtic Solution has extensive financial logging for purposes of tracking payment activity performed in the system. The Daily Ledger report provides for reporting all collections received. During the requirements validation we will work with WVDMV to ensure the required information for the Consolidated Statewide Activity report is provided through all registers on a statewide basis.

System Requirements

4.5.16 Section 4, Subsection 5.16

> *dmvFIRST* must be able to accommodate an unlimited number of users located at various locations across the State.

Celtic Response:

The Celtic solution is designed to be scalable to accommodate any number of users across the State. The Service Oriented Architecture (SOA) creates an environment that is independent of the number of users. However, the computer power required for 10,000 users will be greater than that for 1,000 users. We have assumed 1,000 concurrent users will be sufficient for this project and are recommending sizing the servers to accommodate that number of users.

As the State's needs change for an increase in the number of concurrent users, the *dmvFIRS*T application can be scaled to add additional servers and processing capacity to accommodate this requirement.

4.5.17 Section 4, Subsection 5.17

> *dmvFIRST must* be able to inquire by VIN from a third-party Vehicle Valuation System and provide the ability to override the values obtained.

Celtic Response:

The Celtic Solution currently interfaces with third party VIN validation software via web services. We understand how to do this and we will process the necessary web service to inquire on VIN for validation purposes using the State provided NADA solution. The Celtic solution provides a VIN override on the screen where the VIN is entered.

4.5.18 Section 4, Subsection 5.18

> *dmvFIRST must* check the stop codes in the Vehicles System for all title and registration transactions and prompt the CSR for actions.

Celtic Response:

The Celtic Solution currently has component mechanisms built into the application for interfacing with Legacy systems including Title and Registration systems. We will enhance the Celtic Solution to utilize the Vehicle system interface, check the stop codes for all title and registration transactions and prompt the CSR for actions as required.

4.5.19 Section 4, Subsection 5.19

> *dmvFIRST* must check the DL/ID status in the Drivers System for all DL/ID transactions. If the status is not valid, *dmvFIRST* must display a message and not allow the transaction to be completed.

Celtic Response:

The Celtic Solution currently has the component mechanisms build in to the application for interfacing with Legacy systems including Drivers systems. We will enhance the Celtic Solution to utilize the Drivers system Interface and check the stop codes for all DL/ID transactions and not allow the transaction to be completed unless an override is allowed and requested.

4.5.20 Section 4, Subsection 5.20

> *dmvFIRST must* have the ability to calculate fee adjustment and proration for the exchange of vehicle registration plates and account for inventory changes in accordance with state and federal statutory requirements.

Celtic Response:

The Celtic Solution currently allows for a credit to be calculated for the exchange of vehicle registration plates and the solution will be enhanced to account for inventory changes at that time.

During the requirements validation we will work with WVDMV to understand the requirements, business rules and audit requirements to ensure that any fee adjustment is authorized, tracked and available for reporting to WVDMV management.

Hardware/Software requirements

4.5.21 Section 4, Subsection 5.21

The Vendor must provide minimum specifications required for all servers to ensure system compatibility with the Vendor's proposed solution.

Celtic Response:

Software and Hardware component	Software Component
Database	IBM DB2 10.1 for Windows
Server OS	MS Windows Server 2012, 64 bit for Production, Test and UAT servers
Reporting Tool	Crystal Report XI 64 bit (One designer for each runtime environment.)
Application Server	WebSphere Application Server v8.5 -64 bit Network Deployment for clustered environment
Web server	IBM HTTP Web server v8.5
Minimum requirement for clustered application server (May be virtual server)	4 + 4 = 8 core 8 + 8 = 16 GB RAM 50 + 50 = 100 GB C drive for OS 200 + 200 = 400 GB D drive for Application Server 1TB shared network drive attached
Minimum requirement for database server (May be virtual server)	10 core processer 16 GB RAM 80 GB C drive for OS 500 GB D drive for Database Server 1TB shared network drive attached
Minimum requirement for clustered HTTP server (May be virtual server)	2 + 2 = 4 core 4 + 4 = 8 GB RAM 50 + 50 = 100 GB C drive for OS

Minimum requirement for Pre-Prod (UAT) clustered application server (May be virtual server)	4 + 4 = 8 core 8 + 8 = 16 GB RAM 50 + 50 = 100 GB C drive for OS 100 + 100 = 400 GB D drive for Application Server 300 GB shared network drive attached
Minimum requirement for Pre-Prod (UAT) database server (May be virtual server)	10 core processer 16 GB RAM 80 GB C drive for OS 300 GB D drive for Database Server 300 GB shared network drive attached
Minimum requirement for clustered HTTP server (May be virtual server)	2 + 2 = 4 core 4 + 4 = 8 GB RAM 50 + 50 = 100 GB C drive for OS

Environments:

PROD (Servers) – 2 for Application, 1 Database, 1 Disaster Recovery, 2 HTTP

UAT (TEST) - 2 for Application, 1 Database, 2 HTTP

Development - 1 for Application, 1 Database

Controllers:

1 Domain Controller, 1 Backup Domain Controller

4.5.22 Section 4, Subsection 5.22

> Must support the creation and reading of 2D PDF-417 which is the current AAMVA standard, 3 of 9, and postal barcodes. The system must adapt to any changes in AAMVA standards at no additional cost.

Celtic Response:

Celtic is familiar with the 2D PDF 417 bar code standard format from AAMVA and our solution supports generating a compliant bar code, along with the system functionality to support the reading of an AAMVA compliant bar code. Celtic will make the changes necessary to adapt to any changes to the AAMVA standard at no additional cost to the State.

Security and Controls

4.5.23 Section 4, Subsection 5.23

> *dmvFIRST* shall utilize a single sign-on process, WVOT Active Directory.

Celtic Response:

Celtic has provided single sign on solutions to other jurisdictions and we will incorporate the WVOT Active Directory to accommodate a single sign on for the *dmvFIRST* solution.

The Celtic solution is a browser based ultra-thin client system that will run without limitations in a virtualized environment. The Celtic solution is User ID and Password protected for authentication of users and we will work with the IT staff to ensure the best authentication is in place as required by the State. The Celtic solution is implemented in 2 jurisdictions utilizing State LDAP Active Directory Authentication. Each jurisdiction provides the User ID and LDAP path and grants permission to Celtic for the integration.

Authentication and authorization in the Celtic solution is performed using both:

- Active Directory
- Authorization Manager

Authentication is done using LDAP protocol to query **Active Directory** for validation of user name and password provided by the user. Users are added using the active directory management tool in Windows Server. All the information related to the user is stored in the active directory data store.

The **Authorization Manager** tool is used to maintain the roles, operations, etc. of the user. This information is also saved in the active directory but as a separate data store. The Authorization manger is only used for authorization. For authentication, the active directory is queried directly.

The Celtic solution has a User Management module with functionality that may be utilized (if required) to add users to the Active Directory directly through the Solution using the following process:

- Users must provide a username and password for authentication
- The username and password are then checked against a specific domain using active directory services via LDAP
- Users are required to be a member of a domain they are authenticated in
- After the user is authenticated, the user name will be searched in an authorization data store to obtain the set of transactions/operations the user can perform
- The remainder of the authorization procedure is handled by the integrated application authorization module

Authorization for access to specific functionality is provided by the system. Our solution is "ROLE BASED" in that depending on "WHO" the user is, (i.e. what role they have) they will be allowed access to a specific set of functionality through a set of tabs, menus and commands that restrict them to use only that set of specific functionality for their role.

4.5.24 Section 4, Subsection 5.24

> The Vendor must work with WVDMV IT to resolve all issues that might arise as a result of Microsoft updates which are distributed to the workstations connected to the network.

Vendor Response:

Celtic will work with the WVDMV IT to resolve all issues that might arise as a result of Microsoft updates which are distributed to the workstations that are connected to the network. Since the Celtic solution is a browser based module with limited workstation functionality, in our past implementations, we have not encountered any issues.

4.5.25 Section 4, Subsection 5.25

> *dmvFIRST* must have the functionality to encrypt data transmitted and stored by the application. The Vendor shall provide assurance in writing that they meet or exceed the common industry requirements and standards for data encryption (i.e. PCI).

Celtic Response:

The Celtic Solution has the capability to encrypt specific data fields as required within the database. We plan to utilize https secure transmission that provides encryption for data in transit. We will work with WVDMV IT resources to provide assurances that the application, storage and transmission of information meets and/or exceeds the industry standard for data encryption.

4.5.26 Section 4, Subsection 5.26

> *dmvFIRST* must also provide for a configurable automatic locking feature for each workstation that records the date and time the system was locked and unlocked by each user.

Celtic Response:

The Celtic solution has a time out parameter for logging the user out after a specified period of time. This ensures no workstation is left on and vulnerable while a user is attending to some other business or forgets to log off. The Celtic solution captures the date and time a workstation is logged off and when it is logged on by the user.

Backup and Recovery

4.5.27 Section 4, Subsection 5.27

> In the event of a service interruption, the Vendor shall ensure that the WVDMV business operations associated with *dmvFIRST must* be restored within twelve (12) hours once power and network connectivity have been reestablished.

Celtic Response:

In the event of service disruption that involves network connectivity and power outage, Celtic will ensure that WVDMV business operations associated with *dmvFIRST* are restored as soon as possible, but in any event, no more than 12 hours after power and network connectivity have been restored.

4.5.28 Section 4, Subsection 5.28

> The Vendor must coordinate directly with third party vendors or providers (i.e. local utility providers, Office of Technology) to reestablish *dmvFIRST* operations.

Celtic Response:

Celtic will coordinate directly with third party vendors as required to assist the Office of Technology with re-establishing connectivity and the *dmvFIRST* operations.

System Implementation and Testing

4.5.29 Section 4, Subsection 5.29

> The Vendor shall guarantee the availability of sufficient certified personnel for the required support during and after *dmvFIRST* implementation. Vendor shall promptly notify the DMV of any changes in project-related staffing. These project members must be pre-approved by the DMV.

Celtic Response:

Celtic will provide WVDMV pre-approved certified personnel for support during and after implementation and we will notify DMV of any changes in staffing plans.

4.5.30 Section 4, Subsection 5.30

> The Vendor shall be responsible for installation and implementation of the solution for all *dmvFIRST* components provided by the Vendor or WVDMV as part of this RFP.

Celtic Response:

Celtic will assume the responsibility for installation and implementation of the solution for all of the *dmvFIRST* components provided by Celtic or WVDMV as part of this RFP and Project.

4.5.31 Section 4, Subsection 5.31

> *dmvFIRST* shall not be implemented at any WVDMV location until all system testing has been successfully completed and results have been approved by WVDMV.

Celtic Response:

Celtic will ensure *dmvFIRST* system testing has been successfully completed and that the results are provided to and by the DMV prior to implementing the Solution at any WVDMV location.

We will work with WVDMV for assistance with any user acceptance testing that may be performed.

4.5.32 Section 4, Subsection 5.32

> Installing *dmvFIRST* modifications shall follow a predetermined process that may include testing software changes in the Development and QA environments. Once the QA or testing team has certified the changes, the software modifications or upgrades shall migrate to the Pre-Production environment. WVDMV shall then certify and approve modifications or upgrades in the Pre-Production environment prior to final release. Upon final certification and approval from the users, the software modifications or upgrades shall be migrated to Production by the Vendor.

Celtic Response:

Celtic has a rigorous change control process that includes the development of the modification and the full Quality Assurance activity including regression testing. The modified application will be deployed into the Pre-Production environment where WVDMV can certify and approve the

modifications prior to final release. Celtic will then schedule and move the approved modifications to the PRODUCTION environment following a mutually agreed to timeframe.

4.5.33 Section 4, Subsection 5.33

> The Vendor shall provide WVDMV with a sample implementation plan with the proposal and a full implementation plan and schedule with well-defined action dates and milestones within 30 days after the award of the Contract. A collaborative plan and schedule shall be developed and shall be approved by the WVDMV. Any deviation from the proposed plan and schedule shall require written approval by the WVDMV.

Celtic Response:

Within 30 days of contract award Celtic will provide a full detailed implementation plan and schedule with well-defined action dates and milestones. Celtic has delivered on time and in budget on every one of our project implementations. Attachment A – Vendor Response section 4, Subsection 4.33 contains a draft project plan with timelines and deliverables that will be used as a baseline for the detailed project plan.

4.5.34 Section 4, Subsection 5.34

> The Vendor shall submit written weekly implementation status reports. These reports shall continue until thirty (30) days after full implementation has been approved in writing by WVDMV.

Celtic Response:

Celtic will deliver written status reports on a weekly basis to show the status and progress of the project. These reports will be delivered during the project and for 30 days after implementation is approved by WVDMV. On an on-going basis, we will meet with WVDMV management to discuss the overall status of support and maintenance and address any issues for resolution.

4.5.35 Section 4, Subsection 5.35

> A complete system test of all *dmvFIRST* components shall be performed by the Vendor, then by WVDMV prior to final acceptance. At a minimum, the test shall include processing of each transaction outlined in the fee code matrix as well as production of system reports and management functions.

Celtic Response:

Celtic will follow our streamlined proven development life cycle for this project including a rigorous system testing of all *dmvFIRST* components. This will be followed by a complete user acceptance test of the system by WVDMV personnel in the pre-production environment. System testing by Celtic will include thorough testing of each transaction outlined in the Fee Code Matrix along with the production of system reports.

System Warranty and Maintenance and Support

4.5.36 Section 4, Subsection 5.36

The Vendor shall develop, deliver, install, and maintain *dmvFIRST through* the length of the Contract.

Celtic Response:

For all of the requirements in this Section 4, Subsection 5.36 that refers to "vendor provided equipment", Celtic will comply with each requirement for any Celtic provided equipment. Our solution does not require any special equipment for the Financial, Inventory and Reporting modules. Celtic assumes the current provider of payment card readers will continue to provide the equipment necessary for that part of the payment process. Celtic is recommending that the State provide any equipment needed for normal operations including printers since they will be able to acquire equipment at a much lower and favorable rate.

5.36.1 Vendor shall provide maintenance on all Vendor-provided equipment associated with this RFP.

Celtic Response:

Celtic will provide maintenance and support on all application software and is not planning on providing any equipment.

5.36.2 Vendor will maintain sufficient resources, in West Virginia to guarantee the availability of certified personnel for the required support. Vendor shall promptly notify the DMV of any changes in project- related staffing. These project members must be pre-approved by the WVDMV.

Celtic Response:

Celtic will provide pre-approved certified personnel for support during and after implementation and we will notify DMV of any changes in staffing plans.

5.36.3 Vendor will maintain sufficient equipment to provide immediate replacements for any piece, or pieces, of hardware that suffer catastrophic failure. Vendor must maintain on hand enough equipment to accommodate multiple failures, at separate WVDMV sites. The Vendor shall be responsible for tracking this equipment when it is sent to various locations. Should replacements be required, the Vendor shall bear the cost of shipping, delivery, or any other charges associated with this service.

Celtic Response:

Celtic will provide sufficient inventory of equipment ("hot spares") in order that immediate replacement of any piece or pieces of hardware may be made if such equipment suffers a catastrophic failure. Celtic will maintain sufficient on-hand equipment to handle multiple failures at separate WVDMV sites. Celtic will maintain an inventory of the equipment at each location and if required will bear the cost of replacing the equipment including shipping, delivery and any other associated charges with repair or replacement of defective equipment .

> 5.36.4 Vendor response to service calls shall begin with a thirty (30) minute call-back, to the WVDMV, with resolution within four (4) hours, statewide.

Celtic Response:

Celtic will respond to statewide service calls as follows:

- 30 minute call back

- 4 hour resolution

> 5.36.5 Maximum acceptable downtime for any *dmvFIRST 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 the on-site time frames, are circumstances which require the intervention of West Virginia State technical staff, which may cause a delay (security access, physical building access) which is documented and verified by designated WVDMV employees.

Celtic Response:

Celtic understands that if access to the system by and during business hours is not available for more than 4 hours resulting solely from Celtic's failure to perform, liquid damages will apply.

> 5.36.6 Vendor must use the serial number of the Vendor supplied equipment as part of the tracking data, together with the relevant courier tracking number. The Vendor shall provide an on-line inventory tracking system, which can be accessed by appropriate WVDMV personnel, which reflects equipment movement, from any location. (Warehouse to Kanawha City, Winfield to Vendor, for repairs, et al). The DMV requires that the system will track ALL Vendor-supplied equipment, by category/ type (e.g. monitor, printer, CPU) and serial number, without exception.

Celtic Response:

Celtic will provide the Celtic Incident Tracking system that will be modified to reflect movement of any Celtic provided equipment from any location and can be accessed by authorized WVDMV personnel. Celtic will track equipment using the serial number of Celtic supplied equipment together with the relevant courier tracking number when equipment is being moved around.

> 5.36.7 Vendor must provide a quarterly inventory report to WVDMV, identifying all Vendor-owned equipment, by site and serial number.

Celtic Response:

Celtic will provide a quarterly inventory report to WVDMV that identifies all Celtic owned equipment by site location and serial number.

> 5.36.8 Vendor will replace any individual piece of equipment if it has been repaired more three times during any twelve (12) month period of usage. If, during the initial three (3) year contract period, this same deficient device has a total of five (5) service calls, it shall be retired. This provision applies to any piece of Vendor-supplied equipment.

Celtic Response:

Celtic will replace any Celtic provided individual piece of equipment if it has been repaired more than three times during any 12 month period of usage. If the same deficient device has a total of 5 service calls over the initial 3 year period it shall be retired and replaced.

5.36.9 Vendor shall provide Technical Support, including a toll free telephone number that is staffed Monday through Friday 7:00 a.m. to 8:00p.m. (Eastern Time Zone) and Saturday 7:00a.m. until 12:00 p.m. noon for reporting any system difficulties and /or failures. Vendor shall also provide an email address for reporting issues as well.

Celtic Response:

Celtic will provide a toll free number that will be staffed Monday through Friday 7AM to 8PM Eastern Time Zone and Saturday from 7AM to 12PM noon (ET) for reporting any system difficulties and/or failures. Celtic will provide the browser based Celtic Incident Tracking System for use by the WVDMV to report incidents that will notify Celtic support staff via an automated email.

5.36.10 The Vendor must provide 24x7x365 Points of Contact (POC); one (1) Primary and one (1) secondary POC, for after-hours support (Subsection 5.36.9), in the event of emergency.

Celtic Response:

Celtic will provide 24x7x365 coverage for emergency situations. We will provide an escalation procedure with both primary and backup POC names and numbers for after-hours support.

5.36.11 The Vendor shall provide a technical service tracking mechanism for WVDMV. Each request for service shall be assigned a tracking number and shall include specific information related to the call. WVDMV shall be provided with a reporting mechanism to track the status of all open service calls. Calls shall riot be closed until the WVDMV IT Help Desk approves the resolution of the call.

Celtic Response:

Celtic will provide its browser based Celtic Incident Tracking System (CITS) for use by the WVDMV to report incidents and have Celtic support staff notified via an automated email. A tracking number is assigned to each request for service and specific information will be collected related to the call for service. WVDMV can enter the CITS incident or Celtic can enter the CITS incident as a result of a service call on the phone.

5.36.12 Initial, verbal acknowledgement of repair request shall be made, within thirty (30) minutes of receiving the call if necessary, on-site response must be provided within four (4) business hours of receipt of problem report, or on the next applicable WVDMV business day.

Celtic Response:

Celtic will provide an initial verbal acknowledgement of a repair request within 30 minutes of receipt of the call and an on-site response within 4 business hours of receipt of a problem report (may be next business day).

5.36.13 Routine Maintenance shall be scheduled to minimize system downtime and shall be coordinated with the WVDMV IT Help Desk and Site Supervisors.

Celtic Response:

Routine pro-active maintenance will be scheduled and coordinated with WVDMV IT Help Desk and Site Supervisors in order to minimize system downtime.

> 5.36.14 In the event of contract cancellation, or expiration, the Vendor must be responsible for removal of all Vendor-provided equipment and software.

Celtic Response:

Celtic will be responsible for the removal of all Celtic provided equipment in the event of contract cancellation or expiration.

> 5.36.15 Vendor shall provide remote system maintenance capabilities, primarily for the implementation of proactive, preventative maintenance. This specification is designed to accommodate WVDMV requested support, NOT to replace any on-site maintenance requirements presented in this RFP. Vendor shall describe this functionality. Vendor shall not access the system, for any reason, without pre- approval by the WVDMV.

Celtic Response:

Celtic will provide remote system maintenance on all *dmvFIRST* servers as required for Inventory and Financial operations. Access to the servers will be logged and a report available to WVDMV upon request. During regular status reports, Celtic will provide a recap of server activity performed along with future planned activities. As we know, there are emergency situations that may occur and result in the need for immediate access. Celtic will work with WVDMV to ensure there is a process that supports the need for immediate unplanned access. These events will be logged and reported to WVDMV to identify planned and unplanned activities.

> 5.36.16 Vendor shall describe their methodology for providing routine software/system updates. Vendor will provide detailed directions for, and description of, this software maintenance.

Celtic Response:

Celtic will provide routine software upgrades/patches by first testing the upgrades in a controlled test environment and then rolling the upgrades out to the offices in a mutually agreed to schedule over a period of one or two weeks (to be determined and may vary)for all 27 offices in conjunction with WVDMV IT personnel and the office supervisors.

4.5.37 Section 4, Subsection 5.37

> The Vendor and WVDMV shall define the criteria for identifying changes and the process to implement those changes; including quality assurance and testing to confirm that the changes function as planned.

Celtic Response:

Celtic has a rigorous change control process that includes the analysis and documenting of the change, development of the change and the full Quality Assurance testing activity including regression testing. The modified application will be deployed into the Pre-Production environment

where WVDMV can certify and approve the modifications prior to final release. Celtic will then move the approved modifications to the PRODUCTION environment.

Through the use of the CITS tracking tool WVDMV personnel will be able to view the progression of the tracking item from analysis through development and ultimately the completion of the QA that readies the tracking item for WVDMV user acceptance.

4.5.38 Section 4, Subsection 5.38

> The Vendor will not implement any *dmvFIRST* or component changes without written testing and production approval by WVDMV.

Celtic Response:

Celtic will not implement any *dmvFIRST* or component changes without written approval that the change has been tested and approved for the production move by Celtic.

Celtic will provide a deployment release document that identifies the component changes (by CITS tracking number). WVDMV may review the CITS items that are ready for DMV testing to approve these items for production deployment.

4.5.39 Section 4, Subsection 5.39

> After full implementation of *dmvFIRST* in all WVDMV locations, WVDMV shall provide West Virginia State Purchasing Division written Notice of Acceptance of *dmvFIRST*. Purchasing Division will process a Change Order to the Contract initiating the one (1) year of maintenance <u>which is included in the price</u> of *dmvFIRST*.

Celtic Response:

Celtic understands that after full implementation of *dmvFIRST* in all WVDMV locations, WVDMV will provide West Virginia State Purchasing Division written Notice of Acceptance of *dmvFIRST* and that the Purchasing Division will then process a Change Order to the Contract initiating the one (1) year of maintenance which is included in the price.

4.5.40 Section 4, Subsection 5.40

> The Vendor must provide any Software Terms and Conditions and any Maintenance Terms and Conditions not previously identified within this RFP that would be required for WVDMV or The State of West Virginia to accept or meet as part of this proposal.

Celtic Response:

Celtic will provide a software License to the State for the Financial and Inventory modules required under this RFP. This license grants the State use of the software in and for the Start of West Virginia. This License will be provided on contract award.

REQUEST FOR PROPOSAL
West Virginia Division of Motor Vehicles Financial, Inventory and Reporting System
(*dmvFIRST*)

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a Contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Celtic Cross Holdings Inc. DBA Celtic Systems
(Company)

JOE MCCormick
(Representative Name, Title)

_(480) 082 3791_
(Contact Phone/Fax Number)

June 1st 2015
(Date)

Attachment D

REQUEST FOR PROPOSAL
West Virginia Division of Motor Vehicles Financial, Inventory and Reporting System
(*dmvFIRST*)

Attachment D: WV State Treasurer's Office Code

§12-1-2. Depositories for demand deposits; categories of demand deposits; competitive bidding for disbursement accounts; maintenance of deposits by State Treasurer; definition of spending unit.
(a) The State Treasurer shall designate the state and national banks and the state and federal savings and loan associations in this state meeting the requirements of this chapter as depositories for all state funds placed in demand deposits.

(b)(1) Demand deposit accounts shall consist of receipt and disbursement accounts. Receipt accounts are accounts in which are deposited moneys belonging to or due the State of West Virginia or any official, department, board, commission or agency of the state.

(2) Disbursement accounts are accounts from which are paid moneys due from the State of West Virginia or any official, department, board, commission, political subdivision or agency of the state to any political subdivision, person, firm or corporation, except moneys paid from investment accounts.

(3) Investment accounts are accounts established by the West Virginia Investment Management Board, the West Virginia Board of Treasury Investments or the State Treasurer for the buying and selling of securities for investment purposes.

(c) The State Treasurer shall propose rules for legislative approval, in accordance with the provisions of article three, chapter twenty-nine-a of this code, concerning depositories for receipt accounts prescribing the selection criteria, procedures, compensation and any other contractual terms it considers to be in the best interests of the state giving due consideration to: (1) The activity of the various accounts maintained in the depositories; (2) the reasonable value of the banking services rendered or to be rendered the state by the depositories; and (3) the value and importance of the deposits to the economy of the communities and the various areas of the state affected by the deposits.

(d) The State Treasurer shall select depositories for disbursement accounts through competitive bidding by eligible banks in this state. If none of the eligible banks in this state are able to provide the needed services, then the State Treasurer may include eligible banks outside this state in the competitive bidding process. The State Treasurer shall propose rules for legislative approval in accordance with the provisions of article three, chapter twenty-nine-a of this code, prescribing the procedures and criteria for the bidding and selection. The State Treasurer shall, in the invitations for bids, specify the approximate amounts of deposits, the duration of contracts to be awarded and any other contractual terms the State Treasurer considers to be in the best interests of the state, consistent with obtaining the most efficient service at the lowest cost.

The amount of money needed for current operation purposes of the state government, as determined by the State Treasurer, shall be maintained at all times in the State Treasury, in cash, in short term investments not to exceed five days or in disbursement accounts with financial institutions designated as depositories in accordance with the provisions of this section. No state officer or employee shall make or

Revised 6/8/2012

REQUEST FOR PROPOSAL
West Virginia Division of Motor Vehicles Financial, Inventory and Reporting System
(*dmvFIRST*)

cause to be made any deposits of state funds in financial institutions which have not been designated as depositories.

(e) Except as otherwise provided in this code, only banks and state and federal savings and loan associations designated by the State Treasurer as depositories may accept deposits of state funds. Only the Legislature and the State Treasurer may determine whether funds are state funds and only the State Treasurer may approve the opening of an account or processing of a transaction with a financial institution.

(f) Boards, commissions and spending units with authority pursuant to this code to deposit moneys in a financial institution without approval of the State Treasurer shall retain that authority and are not required to have the State Treasurer designate a financial institution as a depository: *Provided,* That boards, commissions and spending units with moneys deposited in financial institutions not approved for that purpose by the State Treasurer shall submit a report on those moneys annually to the Legislative Auditor and the State Treasurer.

(g) The provisions of this section shall not apply to the proceeds from the sale of general obligation bonds or bonds issued by the School Building Authority, the Parkways, Economic Development and Tourism Authority, the Housing Development Fund, the Economic Development Authority, the Infrastructure and Jobs Development Council, the Water Development Authority or the Hospital Finance Authority.

(h) As used in this chapter, "spending unit" means a department, agency, board, commission or institution of state government for which an appropriation is requested, or to which an appropriation is made by the Legislature.

§12-1-7. Rules; banking contracts and agreements; depositors; agreements.
In addition to rules specially authorized in this article, the West Virginia investment management board and the state treasurer are generally authorized to promulgate any rules necessary to protect the interests of the state, its depositories and taxpayers. All rules promulgated are subject to the provisions of article three, chapter twenty-nine-a of this code. Any rules previously established by the board of public works, the board of investments, the investment management board or the state treasurer pursuant to this article shall remain in effect until amended, superseded or rescinded.

Only the treasurer may enter into contracts or agreements with financial institutions for banking goods or services required by spending units. Boards, commissions and spending units with authority pursuant to this code to enter into contracts or agreements with financial institution for banking goods and services without approval of the state treasurer shall retain that authority and are not required to have the treasurer designate a financial institution as a depository. The provisions of this section shall not apply to trust and investment accounts and activities for general obligation bonds or bonds issued by the school building authority, the parkways, economic development and tourism authority, the housing development fund, the economic development authority, the infrastructure and jobs development council, the water development authority or the hospital finance authority. A state spending unit requiring banking goods or services shall

Revised 6/8/2012

REQUEST FOR PROPOSAL
West Virginia Division of Motor Vehicles Financial, Inventory and Reporting System (*dmvFIRST*)

submit a request for the goods or services to the treasurer. If the treasurer enters into a contract or agreement for the required goods or services, spending units using the contract or agreement shall pay either the vendor or the treasurer for the goods or services used.

The treasurer is also authorized to enter into any depositors' agreements for the purpose of reorganizing rehabilitating any depository in which state funds are deposited, and for the purpose of transferring the assets, in whole or in part, of any depository to any other lawful depository when, in the judgment of the treasurer, the interests of the state are promoted thereby, and upon condition that no right of the state to preferred payment is waived.

§12-3A-6. Receipting of electronic commerce purchases.

(a) The State Treasurer may establish a system for acceptance of credit card and other payment methods for electronic commerce purchases from spending units. Notwithstanding any other provision of this code to the contrary, each spending unit utilizing WEB commerce, electronic commerce or other method that offers products or services for sale shall utilize the State Treasurer's system for acceptance of payments.

(b) To facilitate electronic commerce, the State Treasurer may charge a spending unit for the banking and other expenses incurred by the Treasurer on behalf of the spending unit and for any work performed, including, without limitation, assisting in the development of a website and utilization of the Treasurer's payment gateway. A special revenue account, entitled the Treasurer's Financial Electronic Commerce Fund, is created in the State Treasury to receive the amounts charged by the Treasurer. The Treasurer may expend the funds received in the Treasurer's Financial Electronic Commerce Fund only for the purposes of this article and for other purposes as determined by the Legislature.

(c) The State Treasurer may authorize a spending unit to assess and collect a fee to recover or pay the cost of accepting bank, charge, check, credit or debit cards from amounts collected.

(d) Upon written request from a political subdivision, the State Treasurer may provide services of his or her office to a political subdivision and charge for the services.

(e) The State Treasurer shall propose legislative rules for promulgation in accordance with the provisions of article three, chapter twenty-nine-a of this code to implement the provisions of this section.

Agency **WV DPT of ADMIN-PD**
REQ.P.O# _____

CRFP 0802 DMV 1500000005

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned **Celtic Cross Holdings Inc dba**
Celtic of **8961 E Bell Rd, S#101, Scottsdale AZ**, as Principal, and **Travelers Casualty &**
Surety Co America _____ , _____ , a corporation organized and existing under the laws of the State of ___
CT _____ with its principal office in the City of **Hartford** _____ , as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of **5% of Total Amount** **of Bid** ($ --- 5% ----------) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
WV DMV Financial Inventory and Report System (dmvFirst)

NOW THEREFORE,

(a)   If said bid shall be rejected, or
(b)   If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this **2nd** day of **June**, 20**15**.

Principal Seal

Celtic Cross Holdings Inc dba Celtic
(Name of Principal)

By_____
(Must be President, Vice President, or
Duly Authorized Agent)
Joseph McCormick, President
(Title)

Surety Seal

Travelers Casualty & Surety Co
of America (Name of Surety)

_____
Lynn Horton Attorney-In-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**

POWER OF ATTORNEY

TRAVELERS

Farmington Casualty Company	St. Paul Mercury Insurance Company
Fidelity and Guaranty Insurance Company	Travelers Casualty and Surety Company
Fidelity and Guaranty Insurance Underwriters, Inc.	Travelers Casualty and Surety Company of America
St. Paul Fire and Marine Insurance Company	United States Fidelity and Guaranty Company
St. Paul Guardian Insurance Company	

Attorney-In Fact No.   227499

Certificate No. **005748303**

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Lynn Horton, and Starke Shelby

of the City of ___ Mercer Island ___ . State of ___ Washington ___ , their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this ___ 31st ___ day of ___ December ___ , ___ 2013 ___

Farmington Casualty Company	St. Paul Mercury Insurance Company
Fidelity and Guaranty Insurance Company	Travelers Casualty and Surety Company
Fidelity and Guaranty Insurance Underwriters, Inc.	Travelers Casualty and Surety Company of America
St. Paul Fire and Marine Insurance Company	United States Fidelity and Guaranty Company
St. Paul Guardian Insurance Company	

By
Robert L. Raney, Senior Vice President

State of Connecticut
City of Hartford ss.

On this the ___ 31st ___ day of ___ December ___ , ___ 2013 ___ , before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of June, 20 15.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/02/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Northwest Insurance Center-MI P.O. Box 1310 Mercer Island, WA 98040 LYNN HORTON	CONTACT NAME: LYNN HORTON		
	PHONE (A/C, No, Ext): 206-230-0203		FAX (A/C, No): 206-230-0206
	E-MAIL ADDRESS: Lynn@nwinsctr-mi.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : HARTFORD INS. CO.		
INSURED Celtic Cross Holdings Inc dba Celtic Systems 8961 E Bell Road, #101 Scottsdale, AZ 85260	INSURER B : Scottsdale Indemnity Company		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES   CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	52SBAPZ1613	09/14/2014	09/14/2015	EACH OCCURRENCE	$ 2,000,000
	___ CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER.						GENERAL AGGREGATE	$ 4,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER							$
A	AUTOMOBILE LIABILITY	X	X	52SBAPZ1613	09/14/2014	09/14/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR	X	X	52SBAPZ1613	09/14/2014	09/14/2015	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER [ ] STATUTE OTH-[ ] ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	ERRORS & OMISSIONS			EX13109461	09/14/2014	09/14/2015	See Below	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ERRORS & OMISSIONS: $5,000,000/$5,000,000 Limits, $10,000 Deductible, Claims Made, 09/14/2004 Retro Date- Certificate Holder is named as an add'l insured as respects to their interest in all work performed by the named insured subject to policy terms & conditions. Waiver of subrogation applies.
RE: WV DMV Financial Inventory & reporting System (dmvFirst)

CERTIFICATE HOLDER	CANCELLATION
WESTV-1 WV Department of Administration Purchasing Division 2019 Washington Street SE Charleston, WV 25305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE _Lynn Horton_

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BUSINESS LIABILITY COVERAGE FORM

QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY

BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION C. - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION G. - LIABILITY AND MEDICAL EXPENSES DEFINITIONS.

A. COVERAGES

1. Business Liability

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury," "property damage," "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:

  (1) The amount we will pay for damages is limited as described in SECTION D. - LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE; and

  (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements or medical expenses.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS.

b. This insurance applies:

  (1) To "bodily injury" and "property damage" only if:

    (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and

    (b) The "bodily injury" or "property damage" occurs during the policy period.

  (2) To:

    (a) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;

    (b) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

  but only if the offense was committed in the "coverage territory" during the policy period.

c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

d. "Property damage" that is loss of use of tangible property that is not physically injured will be deemed to occur at the time of the "occurrence" that caused it.

e. **Coverage Extension - Supplementary Payments**

In addition to the Limits of Insurance, we will pay, with respect to any claim or "suit" we defend:

  (1) All expenses we incur.

  (2) Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

  (3) The cost of bonds to release attachments, but only for bond amount within our Limits of Insurance. We do not have to furnish these bonds.

  (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of

earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit."

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the Limits of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limits of Insurance.

2. Medical Expenses

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the Limit of Insurance. We will pay reasonable expenses for:

(1) First aid at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. Professional Services Coverages

When your operations include:

a. Optician or hearing aid establishment, Exclusion j. **(7)** in Section **B. -** EXCLUSIONS does not apply.

b. Retail druggist or drugstore, Exclusion j. **(10)** in Section **B. -** EXCLUSIONS does not apply.

c. Funeral director or funeral parlors, the following professional services coverage is added:

(1) The Business Liability Coverage applies to damages arising out of professional services by you or your employees in the course of your mortician or funeral parlor business. Subject to Limits of Insurance stated in SECTION **D.** of this form, we will pay those sums that the insured becomes legally obligated to pay as damages for "bodily injury" including mental anguish, and "property damage" because of any:

(a) Professional malpractice, error or omission in the:

(i) Removal;

(ii) Handling;

(iii) Disposition;

(iv) Cremation;

(v) Burial; or

(vi) Embalming;

(vii) Disinterment,

of any "deceased human body";

(viii) Conduct of any memorial service even though no "deceased human body" actually be present;

(ix) Injury to, destruction of or interference with the right of burial of a "deceased human body."

(b) Professional service by any insured as a member of:

(i) Formal accreditation board; or

(ii) Similar professional board or committee.

(2) This insurance also applies to damages for "property damage" caused by an "occurrence" to:

(a) Urns;

(b) Caskets, linings or fittings;

(c) Casket cases;

(d) Crypts or mausoleums; or

(e) Other facilities belonging to others that are in the care, custody or control of the insured and used for

the purpose of burying or caring for a "deceased human body."

(3) Only Exclusions d., e., f. and k. in B. EXCLUSIONS apply to this coverage.

(4) **Additional Definition**

"Deceased human body" includes any part of a human body severed therefrom and ashes of a deceased human body after legal cremation.

4. **Incidental Malpractice**

a. The definition of "bodily injury" in SECTION G. - LIABILITY AND MEDICAL EXPENSES DEFINITIONS is amended to include injury arising out of the rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services.

b. Paragraph 2.a.(2) in SECTION C. - WHO IS AN INSURED does not apply to nurses, emergency medical technicians or paramedics referred to in a. above.

c. Paragraph (1) of Exclusion e. in SECTION B. - EXCLUSIONS does not apply to injury to the emotions or reputation of a person arising out of such services.

This Incidental Malpractice does not apply if you are engaged in the business or occupation of providing any services referred to in a. above.

B. EXCLUSIONS

1. **Applicable to Business Liability Coverage**

This insurance does not apply to:

a. **Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. **Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

(2) That the insured would have in the absence of the contract or agreement.

Solely for the purpose of liability assumed in an "insured contract," reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured, are deemed to be damages because of "bodily injury," "property damage," "personal injury" or "advertising injury" provided:

(1) Liability to such party, or for the cost of that party's defense has also been assumed in the same "insured contract," and

(2) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. **Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. **Workers Compensation and Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. **Employer's Liability**

"Bodily injury" to:

(1) An employee of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

(a) Whether the insured may be liable as an employer or in any other capacity; and

(b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract."

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured;

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

(I) If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor, or

(ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraphs (a) and (d)(I) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and loading or unloading.

This exclusion does not apply to:

(1) Aircraft that is:

(a) Hired, chartered or loaned with a paid crew; but

(b) Not owned by any insured;

(2) A watercraft while ashore on premises you own or rent; or

(3) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge.

This provision **(3)** applies to any person who with your expressed or implied consent either uses or is responsible for use of a watercraft.

Provisions under paragraphs **(1)** and **(3)** of this Exclusion **g.** do not apply if the insured has any other insurance for "bodily injury" or "property damage" liability that would also be covered under those provisions, whether the other insurance is primary, excess, contingent or on any other basis. In that

case, provisions **(1)** and **(3)** above do not provide any insurance.

(4) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(5) Liability assumed under any "insured contract" for the ownership, maintenance, or use of aircraft or watercraft; or

(6) "Bodily injury" or "property damage" arising out of the operation of any of the following equipment:

  (a) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

  (b) Air compressors, pumps and generators, including spraying, welding, building cleaning, geo-physical exploration, lighting and well servicing equipment.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incidental to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. Professional Service

"Bodily injury," "property damage," "personal injury" or "advertising injury" due to rendering or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;

(3) Supervisory, inspection or engineering services;

(4) Medical, surgical, dental, x-ray or nursing services or treatment;

(5) Any health service or treatment;

(6) Any cosmetic or tonsorial service or treatment;

(7) Optical or hearing aid services including prescribing, preparation, fitting, demonstration, or distribution of ophthalmic products or hearing aid devices;

(8) Optometric services including but not limited to examination of the eyes and prescribing of ophthalmic lenses and exercises;

(9) Ear piercing service;

(10) Services in the practice of pharmacy.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to Incidental Malpractice coverage afforded under paragraph **4.** in SECTION A. - COVERAGE.

k. Damage to Property

"Property damage" to:

(1) Property you own, rent or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in care, custody or control of the insured;

(5) That particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(4)** of this exclusion does not apply to "property damage" to borrowed

equipment while not being used to perform operations at job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

l. **Damage to Your Product**

"Property damage" to "your product" arising out of it or any part of it.

But this exclusion does not apply to:

(1) The use of elevators; or

(2) Liability assumed under a sidetrack agreement.

m. **Damage to Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Property Damage

Loss of use of tangible property which has not been physically injured or destroyed resulting from:

(1) A delay in or lack of performance by you or on your behalf of any contract or agreement; or

(2) The failure of "your product" or "your work" to meet the level of performance, quality, fitness or durability warranted or represented by you or on your behalf.

The exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of:

(1) "Your product"; or

(2) "Your work,"

after such product or work has been put to its intended use.

o. **Property Damage**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) Any property of which "your product" or "your work" forms a part,

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. **"Personal injury" or "advertising injury":**

(1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured; or

(4) Arising out of oral or written publication of material by the insured or on the insured's behalf, if done in the course or conduct of practice of law.

q. **"Advertising injury" arising out of:**

(1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;

(2) The failure of goods, products or services to conform with advertised quality or performance;

(3) The wrong description of the price of goods, products or services; or

(4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

Exclusions c., d., e., f., g., h., i., l., m., n., and o. do not apply to damage by fire, lightning or explosion to premises rented to you. A separate Limit of Insurance applies to this coverage as described in SECTION D. - LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE.

2. **Applicable to Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

a. To any insured.

b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. To a person injured on that part of premises you own or rent that the person normally occupies.

d. To a person, whether or not an employee of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. To a person injured while taking part in athletics.

f. Included with the "products-completed operations hazard."

g. Excluded under Business Liability Coverage.

h. Due to war, whether or not declared, or any act or condition incidental to war. War includes civil war, insurrection, rebellion or revolution.

3. **Applicable to both Business Liability Coverage and Medical Expenses Coverage - Nuclear Energy Liability Exclusion**

This insurance does not apply:

a. Under Business Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

(a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

(b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Under Medical Expenses Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and

arising out of the operation of a "nuclear facility" by any person or organization.

c. Under Business Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material"; if:

(1) The "nuclear material":

(a) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or

(b) Has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this exclusion:

"byproduct material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for:

(i) Separating the isotopes of uranium or plutonium;

(ii) Processing or utilizing "spent fuel"; or

(iii) Handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such

equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear material" means "source material," "special nuclear material" or "byproduct material";

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property;

"source material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"special nuclear material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"waste" means any waste material:

(a) Containing "byproduct material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and

(b) Resulting from the operation by any person or organization of any "nuclear facility" included under paragraphs (a) and (d) of the definition of "nuclear facility."

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An **individual**, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A **partnership** or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.

c. A **limited liability company**, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your manager.

d. An organization other than a partnership or joint venture or limited liability company you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

a. Your "employees", other than your "executive officers", but only for acts within the scope of their employment by you. However, none of these employees is an insured for:

(1) "Bodily injury" or "personal injury," to you or to a co-employee while in the course of his or her employment or to the spouse, child, parent, brother or sister of that co-employee as a consequence of such "bodily injury" or "personal injury," or for any obligation to share damages with or repay someone else who must pay damages because of the injury.

(2) "Bodily injury" or "personal injury," arising out of his or her providing or failing to provide professional health care services; or

(3) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).

b. Any person (other than your employee), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That

representative will have all your rights and duties under this policy.

e. Any "employee" of the insured while acting in the scope of his/her duties as a retail pharmacist, or optician or optometrist.

f. **Additional Insureds by Contract, Agreement or Permit**

Any person or organization with whom you agreed, because of a written contract or agreement or permit, to provide insurance such as is afforded under this Business Liability Coverage Form, but only with respect to your operations, "your work" or facilities owned or used by you.

However, coverage under this provision does not apply:

(1) Unless the written contract or agreement has executed or permit has been issued prior to the "bodily injury," "property damage," "personal injury" or "advertising injury."

(2) To any person or organization included as an insured under provision g. (Broad Form Vendors).

(3) To any other person or organization shown in the Declarations as an Additional Insured.

Coverage under this provision includes the following:

(1) When an **engineer, architect or surveyor** becomes an insured under provision **2.f.,** the following additional exclusion applies:

"Bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you including:

(a) The preparing, approving, or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(b) Supervisory, inspection, or engineering services.

(2) When a **lessor of leased equipment** becomes an insured under provision **2.f.,** the following additional exclusions apply:

(a) To any "occurrence" which takes place after the equipment lease expires; or

(b) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.

(3) When **owners or other interests from whom land has been leased** become an insured under provision **2.f.,** the following additional exclusions apply:

(a) Any "occurrence" which takes place after you cease to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of the owners or other interests from whom land has been leased.

(4) When **managers or lessors of premises** become an insured under provision **2.f.,** the following exclusions apply:

(a) Any "occurrence" which takes place after you cease to be a tenant in that premises: or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessors of the premises.

g. **Additional Insured - Broad Form Vendors**

Any person or organization with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(ii) Any express warranty unauthorized by you;

(iii) Any physical or chemical change in product made intentionally by the vendor;

(iv) Repackaging, unless unpacked solely for the purpose of

inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(vi) Demonstration, installation, servicing or repair operations performed at the vendor's premises in connection with the sale of the product;

(vii)Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

(3) This provision g. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.

(4) This provision g. does not apply if "bodily injury" or "property damage" included within the "products-completed operation hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

h. **Broad Form Named Insured**

Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

(1) Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(2) Coverage under this provision does not apply to:

(a) "Bodily injury" or "property damage" that occurred; or

(b) "Personal injury" or "advertising injury" arising out of an offense committed;

before you acquired or formed the organization.

i. **Newly Formed or Acquired Organizations**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this policy.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this policy is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

j. **Additional Insured - Volunteers**

Any person(s) who are volunteer worker(s) for you, but only while acting at the direction of, and within the scope of their duties for you.

(1) However, no volunteer worker(s) are insureds for:

(a) "Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of rendering or the failure to render professional services by a volunteer worker.

(b) "Bodily injury" or "personal injury:"

(i) To you, to your partners or members (if you are a partnership or joint venture), to your other volunteer worker(s) or to your "employees" arising out of and in the course of their duties for you;

(ii) To the spouse, child, parent, brother or sister of your volunteer worker(s) or your "employees" as a consequence of paragraph (1)(a) above; or

(c) "Property damage" to property:

(i) Owned, occupied or used by,

(ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:

you, any of your other volunteer worker(s), your "employees" or if

you are a partnership or joint venture, any partner or member.

(2) Exclusion **B.2.a.** Applicable to Medical Expenses Coverage is replaced by the following:

2.a. To any insured, except volunteer workers.

(3) When used in this provision j., volunteer worker(s) means a person who is not paid a fee, salary or other compensation.

3. Additional Insured - Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-employee of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits."

2. **Aggregate Limits**

The most we will pay for:

a. Injury or damages under the "products-completed operations hazard" arising from all "occurrences" during the policy period is the Product-Completed Operations Aggregate Limit shown in the Declarations.

b. All other injury or damages, including medical expenses, arising from all "occurrences" during the policy period is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This aggregate limit does not apply to "property damage" to premises rented to you arising out of fire, lightning or explosion.

The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

3. Subject to item **2.** above, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Subject to item **2.** above, the most we will pay for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization is the Personal Injury and Advertising Injury Limit shown in the Declarations.

5. The most we will pay under Business Liability Coverage for damages because of "property damage" to premises rented to you arising out of any one fire, lightning or explosion is the Fire Legal Liability Limit shown in the Declarations.

The Fire Legal Liability Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under the policy.

2. Duties In The Event of Occurrence, Claim Or Suit

a. You must see to it that we are notified promptly of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place; and

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This condition applies only when the "occurrence" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) A manager if you are a limited liability company;

(4) An "executive officer" or insurance manager, if you are a corporation.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

But this condition will not be considered breached unless the breach occurs after such claim or suit is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) A manager if you are a limited liability company;

(4) An "executive officer" or insurance manager, if you are a corporation.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this policy:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

6. Unintentional Failure To Disclose Hazards

It is agreed that based on our reliance on your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance - Primary Additional Insured

If the written contract or agreement or permit requires this insurance to be primary for any person or organization with whom you agree to include in WHO IS AN INSURED, this Other Insurance Provision is applicable.

If other valid and collectible insurance is available for a loss we cover under this Business Liability Coverage Form, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary. We will not seek contributions from other insurance available to the person or organization with whom you agree to include in WHO IS AN INSURED, except when b. applies.

b. **Excess Insurance**

This insurance is excess over any of the other insurance whether primary, excess, contingent or on any other basis:

(1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work;"

(2) That is Fire, lightning or explosion insurance for premises rented to you; or temporarily occupied by you with permissions of the owner; or

(3) If the loss arises out of the maintenance or use of aircraft, "auto" or watercraft to the extent not subject to Exclusion g. of this Business Liability Coverage Form (Section I).

When this insurance is excess, we will have no duty to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. **Method of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any or the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's base on the ratio of its applicable limits of insurance of all insurer.

d. This provision provides such insurance as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.

F. OPTIONAL COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Coverages also apply. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person or Organization

WHO IS AN INSURED under SECTION C. is amended to include as an insured the person or organization shown in the Declarations, but only with respect to liability arising out of your operations or premises owned by or rented to you:

2. Additional Insured - Managers or lessors of Premises

a. WHO IS AN INSURED under SECTION C. is amended to include as an insured the person(s) or organization(s) shown in the Declarations; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations and subject to the following additional exclusions:

b. Additional Exclusions

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new constructions or demolition operations performed by or for that person or organization.

3. Additional Insured - Grantor of Franchise

WHO IS AN INSURED under SECTION C. is amended to include as an insured the person(s) or organization(s) shown in the Declarations, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor of Leased Equipment

a. WHO IS AN INSURED under SECTION C. is amended to include as an insured the person(s) or organization(s) shown in the Declarations, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s).

b. Additional Exclusions:

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires,

(2) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

WHO IS AN INSURED under SECTION C. is amended to include as an insured the person or organization shown in the Declarations, but only with respect to liability arising out of the owner-ship, maintenance or use of that part of the land leased to you and shown in the Declarations and subject to the following additional exclusion:

This insurance does not apply to:

a. Any "occurrence" that takes place after you cease to lease that land; or

b. Structural alterations, new construction or demolition operations performed by or for the person or organization shown in the Declarations.

6. Additional Insured - State or Political Subdivision - Permits

a. WHO IS AN INSURED under SECTION C. is amended to include as an insured the state or political subdivision shown in the Declarations, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. Additional Exclusions

This insurance does not apply to:

(1) "Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for the state or political subdivision; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured - Vendors

a. WHO IS AN INSURED under SECTION C. is amended to include as an insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

b. Additional Exclusions

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertising Injury" means injury arising out of one or more of the following offenses:

   a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

   b. Oral or written publication of material that violates a person's rights of privacy;

   c. Misappropriation of advertising ideas or styles of doing business; or

   d. Infringement of copyright, title or slogan.

2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

4. "Coverage Territory" means:

   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

   b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or

   c. All parts of the world if:

      (1) The injury or damage arises out of:

         (a) Goods or products made or sold by you in the territory described in a. above; or

         (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and

      (2) The insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Insured Contract" means:

   a. A lease of premises;

   b. A sidetrack agreement;

   c. Any easement or license agreement;

   d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

   e. An elevator maintenance agreement; or

   f. That part of any other contract or agreement pertaining to your business (including an indemnification of municipality in connection with work performed for a municipality) under which you assume the liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

   An "insured contract" does not include that part of any contract or agreement:

      (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(a)** above and supervisory, inspection or engineering services; or

8. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

9. "Loading or Unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft of "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."

10. "Mobile Equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing;

(c) Street cleaning;

Paragraph **f.(1)**, **(a)**, **(b)**, **(c)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

11. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

12. "Personal Injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. Wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, by or on behalf of its owner, landlord or lessor;

d. Oral or written publication of material that slanders or libels a person or organization

or disparages a person's or organization's goods, products or services;

e. Oral or written publication of material that violates a person's rights of privacy; or

f. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any executive officer, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

This paragraph f. does not apply in the States of Nebraska, Ohio and Kansas.

13. "Products-Completed Operations Hazard" includes all "bodily injury" and "property damage" arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. "Your work" will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

c. This hazard does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

14. "Property Damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

15. "Suit" means a civil proceeding in which damages because of "bodily injury," "property damage," "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

16. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

17. "Your Product" means:

a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

b. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others, but not sold.

17. "Your Work" means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

b. The providing of or failure to provide warnings or instructions.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DMV1500000005

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)

[X] Addendum No. 1   [ ] Addendum No. 6

[X] Addendum No. 2   [ ] Addendum No. 7

[X] Addendum No. 3   [ ] Addendum No. 8

[ ] Addendum No. 4   [ ] Addendum No. 9

[ ] Addendum No. 5   [ ] 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.

CELTIC CROSS HOLDINGS, INC
_____
Company

_____
Authorized Signature

5/28/2015
_____
Date

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained 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.

CELTIC CROSS HOLDINGS, INC   DBA CELTIC SYSTEMS
(Company)

(Authorized Signature) (Representative Name, Title)

480-682-3791   480-991-4200   5/23/15
(Phone Number) (Fax Number) (Date)

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 exceed 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 neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _CELTIC SYSTEMS_

Authorized Signature: _____ Date: _5|23|15_

State of _ARIZONA_

County of _MARICOPA_, to-wit:

Taken, subscribed, and sworn to before me this _23_ day of _MAY_, 20_15_

My Commission expires _19 August_, 20_18_

AFFIX SEAL HERE   NOTARY PUBLIC _____

Purchasing Affidavit (Revised 07/01/2012)