

8961 E Bell Rd, Ste 101 Scottsdale, AZ 85260

P 480-682-3791

F 480-991-4200

www.celtic.bz

Melissa K. Pettrey Senior Buyer WV Department of Administration, Purchasing Division State Capitol Complex 2019 Washington Street, East

June 9th, 2017

RE: RFQ 0802 DMV1700000003 - RFQ to obtain agency wide web based IRP

Dear Ms. Pettrey,

Celtic is pleased to submit our response to the RFQ to Obtain agency wide web based IRP.

We have provided the necessary documents as requested in our response to include the following forms:

- 1. Certification Page
- 2. Addendum acknowledgement
- 3. Pricing Page
- 4. PII Acknowledgement
- 5. Vendor Preference
- 6. Purchasing Affidavit

In addition, since there is no requirement for a detailed project plan showing a breakdown of the work to be delivered for implementation of the agency wide web based IRP, we would like to propose a method of payment in the event that Celtic is the successful bidder. This method may include the need for:

- 1. A list of deliverables to be presented for approval throughout the project with dates for each item including progress demonstrations
- 2. A set of expectations for timely turnaround of approvals and/or work that needs to be done for a resubmission of non-approved items
- 3. A dollar amount associated with each item delivered
- 4. A 10% holdback for each deliverable until the project is finalized, accepted and implemented.
- The first year of support and maintenance included in the fixed price starting from the date of Phase 1 implementation will be paid in monthly installments totaling the yearly support and maintenance costs for subsequent years.

Thank you for this opportunity and we look forward to the WV final award decision.

Joe McCormick

President/CEO

Celtic Cross Holdings, Inc.

06/12/17 09:21:56 WW Purchasine Division



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

State of West Virginia Request for Quotation 33 — Service - Misc

Proc Folder: 315742

Doc Description: RFQ to obtain agency wide web based IRP

Proc Type: Central Master Agreement

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2017-05-26
 2017-06-13 13:30:00
 CRFQ
 0802
 DMV1700000003 F · ·
 1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Celtic Systems

8961 E. Bell Road, Suite 101

Scottsdale, AZ 85260

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey (304) 558-0094

melissa.k.pettrey@wv.gov

Signature X

FEIN# 71-0927550

DATE June 9, 2017

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract. (Name, Title) McCormick, President (Printed Name and Title) 8961 E. Bell Road, Suite 101, Scottsdale, AZ 85260 (Address) 480-682-3791/480-991-4200 (Phone Number) / (Fax Number) (email address) CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid. offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration. Celtic Systems

(Company)

(Authorized Signature) (Representative Name, Title)

Dee McCormick, President

(Printed Name and Title of Authorized Representative)

June 9, 2017

(Date)

480-682-3791 work 480-991-4200 fax

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

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)	inad)
Check the oox hext to each audendum recei	veu)
Addendum No. 1 Addendum No. 2 Addendum No. 3 Addendum No. 4 Addendum No. 5	☐ Addendum No. 6 ☐ Addendum No. 7 ☐ Addendum No. 8 ☐ Addendum No. 9 ☐ Addendum No. 10
I further understand that any verbal represen discussion held between Vendor's representation.	pt of addenda may be cause for rejection of this bid tation made or assumed to be made during any oral atives and any state personnel is not binding. Only to the specifications by an official addendum is
Celtic Systems	
Company Authorized Signature	
June 9, 2017	
Date	

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

Exhibit A: Pricing Page

Year two through six renewal periods will be initiated by change order.

GRAND TOTAL BREAKDOWN:

(Vendor must provide the individual cost breakdown for the components listed below and all related costs associated with the implementation.)

	Unit Cost	Unit of Measure	Quantity		Extended Cos
Complete Project Implementation		Lump Sum	1	\$2,427,500.00	
Technical Support/Maintenance					
Year One	Included				
Year Two		Per Year	1	\$324,000.00	
Year Three		Per Year	1	\$324,000.00	
Year Four		Per Year	1	\$324,000.00	
Year Five		Per Year	1	\$324,000.00	
Year Six		Per Year	1	\$324,000.00	
Programming Rate					
Year One		Per Hour	200	\$25,000.00	
Year Two		Per Hour	200	\$25,000.00	
Year Three		Per Hour	200	\$25,000.00	
Year Four		Per Hour	200	\$25,000.00	
Year Five		Per Hour	200	\$25,000.00	
Year Six		Per Hour	200	\$25,000.00	1
	1	Fotal all-inclus	ive cost	\$4,197,500.00	

Solicitation will be evaluated on Total Bid Amount. Award will be for the first year's services only. Vendor should not alter pricing page and should fill out pricing page as it.

The addition of alterations to the pricing page and/or addition of commodities other than those listed on the pricing page online or as an attachment will result in disqualification of bid submittal.

Exhibit G PII Acknowledgement

The Vendor understands that this Agreement requires access to Personally Identifiable Information or PII found within the WVDMV's records. Personally Identifiable Information includes any information that can identify a person, including, but not limited to the name, address, social security number, driver's license number, date of birth, photograph, computerized image, telephone number, medical information or disability information of any person or organization found in DMV records.

The Vendor understands that any PII obtained from the WVDMV's records is subject to the federal Driver Privacy Protection Act and the West Virginia Uniform Records Disclosure Act, hereinafter WVURDA found at West Virginia Code §17A-2A-1, et seq. A copy of the WVURDA is attached and made a part of this Agreement.

The Vendor and its 'employees, agents, contractors, subcontractors, assigns and heirs agree to read the WVURDA, and all personnel who will have access to the WVDMV's records must sign a Confidentiality Agreement prior to access to PII found within the WVDMV's records. Failure to comply with this provision may affect deadlines required by the Vendor. The Vendor agrees that failure to submit Confidentiality Agreements from all Vendor users of the WVDMV's records constitutes a breach of the Agreement and the WVDMV may terminate the Agreement without consequence to WVDMV on that basis. To complete the Confidentiality Agreement, the Division's Privacy Program must be reviewed by each user. Copies of the Division's Privacy Policy and the Confidentiality Agreement are attached and are made part of this Agreement.

The Vendor hereby agrees that it will only access PII as required to perform its duties under the Agreement. The Vendor understands that it is required to secure the PII that it accesses as part of this Agreement and to ensure that it is not accessed by unauthorized individuals or released to any other persons, companies or entities.

The Vendor agrees to keep all personal and non-personal information accessed from testing applicants and WVDMV confidential and protected from intentional and unintentional disclosure.

The Vendor acknowledges that authorized access or transactions provide no right to possession or ownership by the Vendor to the WVDMV's data records or to the records of the testing applicants at any time.

The Vendor shall not access or retain any data submitted by testing applicants or by the WVDMV for any reason other than the information that it is required to retain under this Agreement in its transaction logs.

The Vendor will ensure that it does not aggregate information or create any databases to information which it has access, including WVDMV's data and data submitted by testing applicants for the purposes of building comprehensive data records or for any other purpose.

The Vendor will take all reasonable precautions to protect against unauthorized access or release of WVDMV data records confidential records or confidential information in its custody.

The Vendor will follow the notification requirement if it discovers that information or services provided under this Agreement have been disclosed or are being used in violation of the federal Driver Privacy Protection Act, the West Virginia Records Disclosure Act, the federal Privacy Act of 1974 or any other state or federal laws. The Vendor shall also immediately notify the WVDMV within 24 hours by telephone at 304.558.2723 and by facsimile machine at 304.558.1987 as well as the West Virginia Office of Technology at 304.558.9966 or 877.558.9966 and the Social Security Administration within 24 hours at 1-877-697-4889. The Vendor understands that failure to comply with the Privacy Policies and procedures may subject her/him to criminal prosecution, termination of the Agreement and civil liabilities if it discovers or if WVDMV discovers that personal information provided under the Agreement has been disclosed or is being used in violation of the Agreement, or state or federal laws.

AGREED:

Printed Name Joe McCormick

Signature

Title President

Date June 9, 2017

WV-10 Approved / Revised 12/16/15

State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

	Application is litade for 2.5% vendor preference for the reason checked:
	Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
	Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
	Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
	Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2.	Application is made for 2.5% vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3.	Application is made for 2.5% vendor preference for the reason checked: Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4.	Application is made for 5% vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
<u>5.</u>	Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6.	Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
	Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
or (b) as	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; sess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to racting agency or deducted from any unpaid balance on the contract or purchase order.
autnonze the requi	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid ired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
ng Divi:	nereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder nything contained within this certificate changes during the term of the contract, Bidder will notify the Purchassion in writing immediately.
Bidder:	Celtic Cives Holying Inc. Signed: Call and
Date: Check an	by combination of preference consideration(s) indicated above, which you are entitled to receive.
	,

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:	2/7
Authorized Signature:	Date:
State of Arizona	
County of, to-wit:	
Taken, subscribed, and sworn to before me thisday	of, 20 ¹⁷ .
My Commission expires December 14	, 20 18 COM
AFFIX SEAL HERE	NOTARY PUBLIC au Contract

CAROL A. MORSE
Notary Public - Arizona
Maricopa County
Expires 12/14/2018

Purchasing Affidavit (Revised 08/01/2015)

REQUEST FOR QUOTATION International Registration Plan Application (dmvIRP)

- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
 - **7.2.1** Immediate cancellation of the Contract.
 - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 7.2.3 Any other remedies available in law or equity.

8 MISCELLANEOUS:

- **8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	Joe McCormick	
Telephone Number:	480-682-3791	
Fax Number:48	0-991-4200	
Email Address:	jmccormick@celtic.bz	



CERTIFICATE OF LIABILITY INSURANCE

CELTI-1

OP ID: HOLY

DATE (MM/DD/YYYY)

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)

	certificate holder in lieu of such endor	sem	ent(s).	endorsement. A sta	atement on t	his certificate does not	confe	r rights to the	
PRODUCER					CONTACT LYNN HORTON					
Northwest Insurance Center-MI P.O. Box 1310				PHONE (A/C, No, Ext): 206-230-0203 (A/C, No): 206-230-0206						
Me	rcer Island, WA 98040				E-MAIL ADDRESS: Lynn@i		i.com	200	-200-0200	
LY	NN HORTON								-	
					7 1 ALL HOLDEN AND CONTRACT		RDING COVERAGE		NAIC #	
INSURED Celtic Cross Holdings Inc			INSURER A: Hartford Insurance Company INSURER B: Scottsdale Indemnity Company							
	dba Celtic Systems	•				HIV				
8961 E Bell Řoad, #101					INSURER C:					
	Scottsdale, AZ 85260				INSURER D:					
					INSURER E :				- 31111 - 3-200 PR 111 - 10-717 - 13-80-0000000000000000000000000000000000	
00	OVERAGES CER				INSURER F :					
	THIS IS TO CERTIFY THAT THE POLICIES			E NUMBER:			REVISION NUMBER:			
E	CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERT POLI	TAIN, CIES	:NT, TERM OR CONDITION THE INSURANCE AFFORI LIMITS SHOWN MAY HAVI	OF ANY CONTRACT	T OR OTHER	DOCUMENT WITH RESPE	OT T	A LANGUAGE TERRA	
INSF	TYPE OF INSURANCE	INSO	SUB!	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMI	TS		
Α	X COMMERCIAL GENERAL LIABILITY		1		((minimum 20) ; · · ·	(MARIE EL STATE OF THE STATE OF	EACH OCCURRENCE	5	2,000,000	
	CLAIMS-MADE X OCCUR	Х	X	52SBAPZ1613	09/14/2016	09/14/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000	
	-				ě		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				j.		PRODUCTS - COMP/OP AGG	\$	4,000,000	
	OTHER.							\$		
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	S	2,000,000	
Α	ANY AUTO	Х	X	52SBAPZ1613	09/14/2016	09/14/2017	(Ea accident) BODILY INJURY (Per person)	\$		
	ALL OWNED SCHEDULED AUTOS	ŧ.				00/11/2011	BODILY INJURY (Per accident)		The second of th	
	Y NON-OWNED			q.			PROPERTY DAMAGE	\$		
	AUTOS AUTOS			of the state of th		THE RESERVE THE PROPERTY OF TH	(Per accident)	\$		
	UMBRELLA LIAB X OCCUR							-	0.000.000	
Α	EXCESS LIAB CLAIMS-MADE	х	x	52SBAPZ1613	00/44/2048	09/14/2017	EACH OCCURRENCE	\$	2,000,000	
• •	DED X RETENTIONS 10,000	^	^	020DAI 21010	09/14/2010	09/14/2017	AGGREGATE	\$	2,000,000	
	WORKERS COMPENSATION						PER OTH-	\$		
	AND EMPLOYERS' LIABILITY						PER OTH- STATUTE ER	-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$		
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE	\$		
В	ERRORS & OMISSIONS	-		FIGURAGE			E.L. DISEASE - POLICY LIMIT	\$		
D	ERRORS & OMISSIONS			EKI3196555	09/14/2016	09/14/2017	See Below			
									1	
RI Dec Is a he	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL RORS & OMISSIONS/NETWORK Saluctible, Claims Made, 09/14/2004 additional insured as respects to the named insured subject to policy the progation applies.	ECU Retr	RIT o Da	Y: \$5,000,000/\$5,000,0 ate - Certificate holder rest in all work perfor	00 Limits, \$10,00 r is named	e space is require O	od)			
CEI	RTIFICATE HOLDER				CANCELLATION			-		
				WESTV-1	VANOLLEANION					
WV Department of Administration Purchasing Division				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						
2019 Washington Street SE Charleston, WV 25305										