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

Solicitation Response(SR) | Dept: 1600 | ID: ESR07281900000000410 | Ver.: 1 | Function: New | Phase: Final | Modified by batch , 07/29/2019

Header 1 | List View

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

Procurement Folder: 559309	**SO Doc Code:** CRFQ
Procurement Type: Central Contract - Fixed Amt	**SO Dept:** 1600
Vendor ID: VS0000005464	**SO Doc ID:** SOS2000000001
Legal Name: Tecuity, Inc.	**Published Date:** 7/16/19
Alias/DBA:	**Close Date:** 7/29/19
Total Bid: $1,474,400.00	**Close Time:** 13:30
Response Date: 07/29/2019	**Status:** Closed
Response Time: 11:16	**Solicitation Description:** Addendum No. 3 (COTS) Enterprise Registration
	Total of Header Attachments: 1
	Total of All Attachments: 1

Proc Folder : 559309

Solicitation Description : Addendum No. 3   (COTS) Enterprise Registration

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-07-29 13:30:00	SR 1600 ESR07281900000000410	1

VENDOR
VS0000005464
Tecuity, Inc.

Solicitation Number: CRFQ   1600   SOS2000000001

Total Bid : $1,474,400.00   **Response Date:**   2019-07-29   **Response Time:**   11:16:09

Comments:

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey

(304) 558-0094
melissa.k.pettrey@wv.gov

Signature on File   FEIN #   DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Setup/Configuration/Installation				$750,000.00

Comm Code	Manufacturer	Specification	Model #	
81112300				

Extended Description : Setup/Configuration/Installation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Historical Data Migration				$135,000.00

Comm Code	Manufacturer	Specification	Model #	
81112300				

Extended Description : Historical Data Migration

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	System Training				$35,000.00

Comm Code	Manufacturer	Specification	Model #	
81112300				

Extended Description : System Training

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	First year Technical Support/Maintenance				$0.00

Comm Code	Manufacturer	Specification	Model #	
81112300				

Extended Description : First year Technical Support/Maintenance

Comments: Included in setup/configuration

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Second year Technical Support/Maintenance Optional				$184,800.00

Comm Code	Manufacturer	Specification	Model #	
81112300				

Extended Description : Second year Technical Support/Maintenance-Optional Renewal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Third year Technical Support/Maintenance- Optional				$184,800.00

Comm Code	Manufacturer	Specification	Model #	
81112300				

Extended Description : Third year Technical Support/Maintenance - Optional Renewal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Fourth year Technical Support/Maintenance - Optional				$184,800.00

Comm Code	Manufacturer	Specification	Model #	
81112300				

Extended Description : Fourth year Technical Support/Maintenance - Optional Renewal

West Virginia CRFQ

Solicitation SOS2000000001

tecuity™

Submitted By:

Tecuity, Inc.

40 W. 3800 N.

Hyde Park, UT 84318

Contact Person

Name: Nick Eskelson

Email: nick.eskelson@tecuity.com

Telephone: (801) 206-9788

Fax: (877) 310-7921

July 10, 2019

Ms. Melissa Pettrey
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
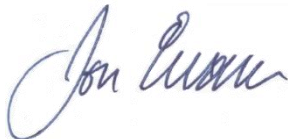
Re: Solicitation No:

Dear Miss Pettrey,

Tecuity, Inc. is pleased to present this response to the West Virginia Secretary of State, COTS Enterprise Registration, Solicitation No. RFQSOS2000000001

Tecuity, offers more than fourteen (14) years of professional experience in analyzing, configuring, migrating, installing, and maintaining business registry and other related component service solutions to Secretary of State's Offices. Our most recent wins include the procurement of SOS Enterprise Platform UCC Module for the State of California and the State of Montana, where we are installing our SOS Enterprise Platform to provide a COTS Business Registry solution.

Tecuity has deployed the SOS Enterprise Platform for the states of Wyoming (WyoSuite), Tennessee (TNBEAR), South Dakota, Idaho (SOSBIZ), and North Dakota (FirstStop)

I encourage the West Virginia Secretary of State to strongly consider our forward-thinking SOS Enterprise Platform as the answer to the features requested in this RFQ. Our game-changing advancements in our configurable software solution empower the West Virginia Secretary of State to be ready for change, both today and tomorrow.

Sincerely,

Jon Evans
President

Contents

Addendum Acknowledgement

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ SOS2000000001

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)

☒ Addendum No. 1	☐ Addendum No. 6
☒ Addendum No. 2	☐ Addendum No. 7
☒ 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 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,

Tecuity, Inc.
_____
Company

Nick Eskelson
_____
Authorized Signature

07/19/2019
_____
Date

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

1 General Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. **"Bid" or "Proposal"** means the vendors submitted response to this solicitation.

2.3. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

2.6. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. **"Vendor"** or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

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☒**Term Contract**

Initial Contract Term: Initial Contract Term: This Contract becomes effective on UPON AWARD and extends for a period of _____ONE (1)_____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to THREE (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐**Alternate Renewal Term** — This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the deliver/ order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for year(s) thereafter.

☐**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Revised 06/05/2019
Other: See attached.

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

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

E:1 Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

6. **EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to** purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c),** All Vendors **submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent** (5%) of the total amount of the **bid protecting the State of West Virginia. The bid bond must be submitted with the bid.**

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a **performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.**

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☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under $100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐

☐

☐

☐

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has

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been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that
insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: $1,000,000.00   Per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: $1,000,000.00   per occurrence.

☐**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☒ Cyber Liability Insurance in an amount of: $25,000,000.00   per occurence.

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

☐ **Pollution Insurance** in an amount of:_____ per occurrence.

☐ **Aircraft Liability in** an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

 9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

 10. [Reserved]

 11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

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☐ _____ for _____

☐ Liquidated Damages Contained **in** the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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

16. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

17. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

18. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

19. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no

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effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

20. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

21. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

22. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

23. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

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26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/Durchase/privacy/default.html.

31. **YOUR SUBMISSION IS A PUBLIC DOCUMENT**: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-34 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your

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explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. **LICENSING**: In accordance with West Virginia Code of State Rules § 148-1-6.1.e,

Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and

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submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other

Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

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

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at nurchasingsequisitionsgwv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 152D3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.
Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

    a. "State Contract Project" means any erection or construction of, or any addition to,

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alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars ($50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public

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works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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.

Nick Eskelson, VP of Business Development
_____
(Name, Title)

Nick Eskelson, VP of Business Development
_____
(Printed Name and Title)

40 W 3800 N Hyde Park, UT 84318
_____
(Address)

801-206-9788 / 877-310-7921
_____
(Phone Number) / (Fax Number)

nick.eskelson@tecuity.com
_____
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wv0AS IS, 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.

Tecuity, Inc.
_____
(Company)

Nick Eskelson
_____
(Authorized Signature) (Representative Name, Title)

Nick Eskelson, VP of Business Development
_____
(Printed Name and Title of Authorized Representative)

07/19/2019
_____
(Date)

801-206-9788 / 877-310-7921
_____
(Phone Number) (Fax Number)

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2 Executive Summary

2.1 Vision of West Virginia Secretary of State

West Virginia Office of the Secretary of State controls many functions that are critical to the State functioning and allowing citizens to easily file various licenses and registry items. This RFQ seeks an Enterprise and Registration System that can address, in a COTS format, business and occupational licensing, charitable organizations licensing, notary administration, and public records requests.

These various registries require an experienced vendor to partner and to integrate a modern system from existing legacy systems. This integration needs to provide a customer friendly experience while also easing the filing load put on the back-office staff. This vendor needs to be able to support the new system and provide additional enhanced business registry modules over the course of the project effort.

2.2 COTS Enterprise Registration and Licensing System

Since Tecuity's inception in 2005 we have been working with Secretary of State Offices and similar filing authorities and we have developed a state-of-the-art solution, the SOS Enterprise Platform. We are 100% focused on implementing business registration and related filing solutions and have done so for over 14 years. Because of our extensive experience and focus as a company we understand the day-to-day operations of a Secretary of State's Office. And with this experience, we have continued to push the envelope forward and implement new game-changing technologies and advancements in processing in our product offering, SOS Enterprise Platform.

Tecuity's flagship product, SOS Enterprise Platform, has been implemented or is currently being implemented in seven states for Business Registry and component systems. SOS Enterprise Platform is currently in production in five states (Wyoming, Tennessee, South Dakota, North Dakota, and Idaho) with Wyoming and Tennessee dating back to 2008 and 2009 respectively. South Dakota has been in production since 2011.

Tecuity has a 100% success rate in delivering our software solutions on-time and on-budget to state government. This has taken place since 2005 when Wyoming Secretary of State became the first client and has renewed Tecuity's contract with many amendments to the original contract. We continue to provide our products and services in every state in which we have contracted.

West Virginia needs a business partner with experience in the service and function areas, but also a partner that will keep risks low while implementing forward-thinking, game-changing technology. Tecuity provides a true COTS solution while keeping risks to a minimum. North Dakota and Idaho are in production with our game-changing technology. Tecuity's SOS Enterprise is designed to put the West Virginia Secretary of State's office in the driver's seat.

Most recently, California Secretary of State has awarded the contract to the SOS Enterprise Platform's UCC Module with possible options to do the Business Registration. Tecuity is currently implementing Business Registry, UCC, and other components for the Montana Secretary of State's Office. It should be noted that Tecuity's SOS Enterprise solution is

replacing Foster Moore's Catalyst solution in Montana and Tecuity's SOS Enterprise Platform was chosen by California over PCC's Cenuity and Foster Moore's Catalyst solutions. The SOS Enterprise Platform provides the most user configurable solution on the market today.

3 Qualifications

3.1 Has successfully deployed a business services registration system for at least two (2) of the 50 US states or its territories at the level of the Secretary of State or its equivalent and the system that is hosted by the vendor or a third party ("cloud").

Tecuity's flagship product, SOS Enterprise Platform, has been implemented or is currently being implemented in seven states for Business Registry and component systems. SOS Enterprise Platform is currently in production in five states (Wyoming, Tennessee, South Dakota, North Dakota, and Idaho) with Wyoming and Tennessee dating back to 2006 and 2009 respectively. South Dakota has been in production since 2011.

Tecuity has a 100% success rate in delivering our software solutions on-time and on-budget to state government. This has taken place since 2005 when Wyoming Secretary of State became the first client and has renewed Tecuity's contract with many amendments to the original contract. We continue to provide our products and services in every state in which we have contracted.

Tecuity has hosted the solution in the cloud (Wyoming, Idaho, Montana, California), state hosted architecture (North Dakota, Tennessee, South Dakota)

3.2 The vendor has maintained the fully implemented (ie: post Go-Live) back office and public facing system referenced in 3.1 for a minimum of 5 years.

Wyoming and Tennessee dating back to 2006 and 2009 respectively. South Dakota has been in production since 2011. Idaho has been in production since October 2018 and North Dakota has been in production since February 2019.

3.3 The total annual receipts collected by the system(s) referenced in 3.1 were greater than or equal to US $5,000,000 in aggregate during at least four of the five or more years in which the vendor maintained the fully implemented system.

Yes, The total annual receipts collected by the systems in 3.1 were greater than $5,000,000 in aggregate during at least four of the five or more years.

3.4 Can configure their COTS system to meet the laws, rules, regulations, administrative codes, and processing requirements of the state of West Virginia.

Tecuity's SOS Enterprise Platform is highly configurable and extendable by authorized users to make configuration changes through the administration module as legislation, rules, or policy changes occur.

3.5 Has implemented a business services registration system, for the clients referenced in 3.1 or elsewhere, to include the following business services (some of which are not currently listed within the scope of this RFQ):

3.5.1 Private Investigators and/or Security Guards

3.5.2 Trademarks

3.5.3 Corporations

3.5.4 UCC – Uniform Commercial Code

3.5.5 Notary Public

3.5.6 Apostilles

3.5.7 Charities and Charities Solicitors

SOS Enterprise Platform is modular-based and each module can be both enabled and configured depending on the needs of the filing authority. These modules are designed to be configurable to West Virginia's requirements and specifications.

3.6 Those bidding on this RFQ must provide documentation on items listed in 3.1 through 3.5 with their bid submittal.

Please see items 3.1-3.5 above for documentation on these items.

3.7 The vendor must be capable to implement a system that is:

3.7.1 Funded by the Agency in increments while under development and deployment until full cost of the development of the product due upon successful launch.

Tecuity accepts this approach to implementing the system.

3.7.2 Contracted with the Agency with a maintenance agreement for one year with the possibility of two one year renewals.

Tecuity accepts this contracted agreement.

4 Mandatory Requirements

4.1 Create Licensing or Registry

4.1.1 Provide external users with online filing options available 24/7/365 for various types of licensing/registry area and structure (e.g. Charities, Apostilles, Scrap Metal Dealers)

SOS Enterprise Platform provides for all filings to be available online 24/7/365 for customers.

4.1.2 Ability for internal staff to manually create license/registration in the system by uploading a filing image of a paper document, which was scanned outside of the system.

The solution provides for four (4) ways to file a filing. The three commonly known are: online, paper, and bulk XML. SOS Enterprise Platform provides a fourth built in option. "Web prepared" allows for public users to complete the form online, but with technology that provides a bar code on the paper to scan and have the same data provided into the system, making manual data entry unnecessary due to the system recognizing the data input. This allows for less errors and rejected or corrected filings because more control is placed on how users can file.

4.1.3 Ability for internal staff to reject submitted applications/documents

A rejection can be initiated from any point of any process within the system. The rejection module has been finely formulated to collect all available data elements that have already been manually entered. This reduces tedious data entry and significantly reduces mistakes made by users. The original document that is being rejected is displayed to provide additional review. Any number of general or specific reasons can be configured within the application.

4.1.4 Provide external users with the ability to file/process authentications, licenses, registration and other services

Not only can external users file new documents, they have access to previously filed documents in an easy and convenient dashboard display.

4.1.5 Provide external users the ability to file modifications online

This is standard functionality within the system.

When users have a login to the system, all of their records and filings are kept within their portal. If modifications are needed, the filing may be performed online through the Platform's SmartForms. Depending on what modification may be required the appropriate SmartForm will load and ask the necessary questions. These modifications may not require human interaction in the back office so each modification filing can be immediately approved, if desired. Furthermore, only allowed modifications to documents are presented to external users based on configurable business rules per document type.

4.2 Modify licensing or registry

4.2.1 Ability for external user to manage/change information

Within the user portal of the solution, users can manage and change their personal information. If information is changing on a filing, then steps in 4.1.5 describe the process.

4.2.2 Ability for external user to submit a request to renew, reinstate or withdraw an application

This is standard functionality within the system. Our SmartForms technology only presents to the external user the particular request that is currently available based upon the current standing of the record and configured business rules. Filing information is prepopulated from the existing record to streamline and enhance the external user's experience in being able to easily file these documents.

4.2.3 Ability to request a certificate of status or additional copies of a certificate of status

The solution manages requests for certified copies, certificates of existence/authorization, certificates of good standing, certificates of facts, certificates of non-existence, etc. It facilitates the preparation of copies and in many cases provides complete auto-generated results.

4.2.4 Ability to request and obtain a certified copy of a filed document

The solution manages requests for certified copies, certificates of existence/authorization, certificates of good standing, certificates of facts, certificates of non-existence, etc. It facilitates the preparation of copies and in many cases provides complete auto-generated results.

4.2.5 Ability to upload attachments with online filings

On the public portal, a user may select options throughout the process that requires them to upload separate documentation supporting the selection of that option. The solution will allow the user to choose whether they would like to upload the required documentation. If the public user chooses to upload, the process will allow the user to complete a payment online and their document will be added to a review queue to be verified by internal staff. If the user chooses not to upload, the user will be required to print the auto-filled form created by the process and mail it along with supporting documents and payment.

4.3 Fiscal processing:

4.3.1 Ability to accept both card present and card not present payments.

There is an accounting system included that is universal that is used with transaction types. Transaction processing includes the interface to a third-party credit/debit card processor (all PPI data is handled within the processing company's domain.) Payments can be processed with credit/debit cards, ACH accounts, and prepaid accounts. Receipting and deposit reconciliation reports are available through active reports (most already exist). Receipting can be done one payment per submission, one payment for many submissions, or many payments for one submission. Audit trails are maintained in the users account for accounting history of payments, and a service request log that includes services requests/submittals.

4.3.2 Ability to associate a payment to an entity for online and manual filings
SOS Enterprise Platform tracks all transactions with the associated payments through the lifecycle of the filing and is available at any time historically.

4.3.3 Provide audit tracking for all financial processing associated to an entity
There is an accounting system included that is universal that is used with transaction types. Transaction processing includes the interface to a third-party credit/debit card processor (all PPI data is handled within the processing company's domain.) Payments can be processed with credit/debit cards, ACH accounts, and prepaid accounts. Receipting and deposit reconciliation reports are available through active reports (most already exist). Receipting can be done one payment per submission, one payment for many submissions, or many payments for one submission. Audit trails are maintained in the users account for accounting history of payments, and a service request log that includes services requests/submittals.

4.3.4 Ability to search, review and modify payment information associated to an entity
The back office provides the ability for those receipting funds to modify the payment information, if required.

4.3.5 The system must allow payment card refunds after the original transaction
SOS Enterprise Platform has built in functions to support refunds, cancellations, underpayments, over payments at any point throughout the lifecycle of the transaction. This is managed through the user roles to ensure security and auditability of financial data.

4.3.6 The system must allow refunds to payment cards when that payment card number was used for the original payment
This is accomplished with the integration with the payment provider that is used. This is a standard feature in our system.

4.3.7 Ability to reconcile payments received
SOS Enterprise provides an accounting system that meets audit and control measure requirements, which is capable of recording in/outflows (receipts and refunds), categorization and batching of payment types (e.g. cash, checks, credit card, ACH, PayPal, e-checks, cashier's checks, Inter-departmental billings), reconciliation and reporting. The solution provides for the configuration of default fee schedules associated to charge items. Fee amounts can be a set dollar amount, or they can be based on formula. Our solution handles both. There are also configurable settings per charge item that indicate if the user can override a set fee or not. The solution contains robust mechanisms to configure and support the Fiscal and Accounting requirements of the SOS.

SOS Enterprise was built from the ground up with Fiscal and Accounting practices in mind. Our solution provides for the definition of unlimited funds or revenue distributions in the solution. For any given feel collected for an individual charge item, the revenue can be distributed to multiple funds. As an example, let's say $50 is collected for a specific charge

item. That $50 can be distributed in multiple ways. $2 off the top could go to fund x and of the remainder 90% goes to fund y and the balance of 10% goes to fund z. Our solution is highly configurable in fund distributions.

Furthermore, each individual fee for a charge item can be calculated by formula. Our solution does provide for flat fees, formula-based fees, sliding-scale fees, and variable split calculations.

4.4 Scanning/imaging paper documents:

4.4.1 Ability to upload documents which were scanned outside of the system, and associate them to an entity

The system currently supports files being uploaded through the portal or files that were emailed or received electronically and having them associated to any entity in the system.

4.5 Correspondence:

4.5.1 Ability to generate and access specific correspondence templates

SOS Enterprise Platform provides complete configurability to correspondence templates to internal and external users. These templates can be configured to the specifics the State requires or depending on the correspondence needing to be sent to the customer.

4.5.2 Ability to generate correspondence utilizing approved template

SOS Enterprise Platform provides complete configurability to correspondence templates to internal and external users. These templates can be configured to the specifics the State requires or depending on the correspondence needing to be sent to the customer.

4.5.3 Ability to generate and send a single correspondence and generate and send mass correspondence to specific users (both internal and external)

Automated batch jobs are configured and run at specified times to send out the proper correspondence and generate the proper templates for each interaction.

Fully featured reports and customized form letters are integrated throughout the system. Creation of administrative reports, accounting reports, dynamic form letters, receipts, notices, ad-hoc reports or any other type of dynamic form can be managed by the seamlessly integrated Active Reports software.

SOS Enterprise combines this powerful reporting tool with individual print queues, automatic jobs, and daily accounting reports to deliver important information in an efficient manner.

4.5.4 Ability to log and retrieve all correspondence sent to users regarding their business entity

SOS Enterprise comes complete with an audit log that tracks "Changed From" and "Changed To" values. It also records the user who initiated the change and the date and time. The solution allows for the configuration of which fields should be maintained in the audit log.

Audit logs include the IP address, username, date and time for all online submissions.

4.5.5 Ability to provide filing acknowledgements by email regardless of submission method

SOS Enterprise Platform currently provides this functionality and even allows email templates. Email templates can be configured per document type so correspondence to customers can be as detailed as required. Correspondence with customers via email can be configured to be sent immediately or can be grouped and sent through a bulk, automated process.

4.6 Reporting:

4.6.1 Ability to design and run ad hoc, batch, monthly and annual reports for all historical and current data held in the system

Fully featured reports and customized form letters are integrated throughout the system. Creation of administrative reports, accounting reports, dynamic form letters, receipts, notices, ad-hoc reports or any other type of dynamic form can be managed by the seamlessly integrated Active Reports software.

SOS Enterprise combines this powerful reporting tool with individual print queues, automatic jobs, and daily accounting reports to deliver important information in an efficient manner.

4.6.2 Ability to log and retrieve all reports generated in the system

Our incorporated report management and design features allow state staff to add additional reports to the solution. The reports are created with an integrated report designer and the report manager allows the user to create their own queries to generate data for the reports. Access to each report is limited by user rights and assigned roles.

Our solution provides for report output to be viewed and saved in the following formats: PDF, CSV, Excel, RTF, MS Word, MS Excel, Text, and HTML.

The user does have the ability to save query templates through our report manager that can be saved and re-used later. The report can be made available to any user of the system based on user rights and assigned roles.

4.6.3 Create and run specific reports for pertinent staff and functional areas (e.g. fiscal reports, administrative reports etc.)

Our incorporated report management and design features allow state staff to add additional reports to the solution. The reports are created with an integrated report designer and the report manager allows the user to create their own queries to generate data for the reports. Access to each report is limited by user rights and assigned roles.

Our solution provides for report output to be viewed and saved in the following formats: PDF, CSV, Excel, RTF, MS Word, MS Excel, Text, and HTML.

The user does have the ability to save query templates through our report manager that can be saved and re-used later. The report can be made available to any user of the system based on user rights and assigned roles.

4.6.4 Provide a user dashboard to enable staff to access reports based on user access and permissions

SOS Enterprise Platform provides this functionality based upon user access. User dashboards are available based on a user's roles and permissions.

4.7 Task Management

4.7.1 Provide a dashboard for Administrators to organize and assign work assignments for staff

Work can be assigned automatically or manually by administrators from a dashboard. For automatic processing, work items can be distributed to various work queues based on configuration.

4.7.2 Ability to create a workflow queue with work assignments based on current functional areas

The combined Imaging, Split screen, and Workflow give internal users an unmatched, robust work environment, allowing them to achieve productivity rates not found anywhere else. When documents requiring review are added to the workflow manager, they can be assigned to specific users to review by type or all documents can be processed collectively with a First-In, First-Out (FIFO) method to auto assign the next available document for review as each document is completed.

We understand the need for a dynamic solution that allows for the adding, refining, and changing of business requirements as we step into the future. The one thing that is a guarantee is that change will happen based on legislative rules or other mandates.

By simply dragging and dropping the predefined workflow pieces onto the canvas, a new process can be created by a non-technical, administrative user. Additionally, existing workflow processes can be easily edited due to the simplicity of the visual representation.

The workflow is paperless based. These means that submissions are electronic and are placed in the workflow with data and a created image. In the case of paper filing, the documents are scanned and then included in the paperless workflow.

The proposed solution's rules engine is database driven and does not require code changes or impact future upgradeability and support. The business rules in the proposed solution are defined in database tables and XML based property files; therefore, requiring minimum or no code changes. Any changes/customizations to these business rules for the implementation can be made without impeding or sacrificing future upgrades or support. The proposed solution's administrator user interface includes a graphic interface to change existing rules without any vendor or technical resource dependency.

In addition, Tecuity has developed, as part of the SOS Enterprise solution, a robust and comprehensive business process workflow designer. We call this our "Process Builder". This functionality integrates workflow steps and sub-processes with integrated business rules. This functionality allows the Secretary of State office to visually document a business process or workflow. The resulting workflow definition becomes the actual process for a business process within the solution. Please reference the following images from our solution.

4.7.3 Ability to assign work assignments to specific staff

Work can be assigned automatically or manually to specific staff based on user roles and configured business rules.

4.7.4 Ability for staff to manage, sort and route tasks

Work can be assigned automatically or manually to specific staff based on user roles and configured business rules. Work can be sorted and routed through the configurable work flow process.

4.7.5 Ability for staff and administrators to modify work assignments during any phase of the workflow lifecycle

Work can be assigned automatically or manually to specific staff based on user roles and configured business rules.

4.8 User accounts and permissions:

4.8.1 Ability to create, update and manage user roles and permissions for both internal and external users

The system allows for an unlimited number of configurable application roles for both internal and external users. Access to specific application functionality is permitted through application roles which can be easily maintained and modified through system adminstrators.

4.8.2 Ability to control access to sections of the system according to defined permissions and roles

SOS Enterprise Platform includes functionality to authenticate and authorize users to make changes to filings. The solution comes complete with the ability to define an unlimited number of roles to limit access to specific user groups. Users are then assigned to roles. Following this mechanism, users are only presented with tasks or controls that are allowed by the roles assigned.

4.8.3 Ability to differentiate between internal and external users

The system currently supports this functionality and maintains these as two different user groups. Each of which can be configured to interface with statewide LDAP directories or other authentication processes.

4.8.4 Ability to display access to specific pages and information about business entities and structures to public without a user login

SOS Enterprise Platform allows users to see public information without a login to the system. Our system provides the ability to define the information deemed as public that pertains to any particular entity or filing.

4.9 System Processing:

4.9.1 Ability to integrate and migrate data from existing systems

Since 2005, Tecuity has been successful at migrating data/images from all variety of existing data/image systems and is confident in our data migration processes.

4.9.2 Ability to import data from other data sources (e.g. FTP; code tables etc.)

Tecuity since 2005 has dealt with migrating data/images from all variety of existing data/image systems and is confident in our data migration processes.

4.9.3 Ability to download data files from the system

SOS Enterprise Platform provides a variety of methods for allowing data to be downloaded or exchanged with other parties or public.

4.9.4 Ability to update system pages and functionality when federal or legislative changes are received (e.g. biennial report filing)

SOS Enterprise Platform provides the ability through "SmartForms" to adjust on the fly to any legislative changes that occur or adjustments that need to be made to workflows or help screens for customers to see.

The Tecuity Wizard was designed specifically to accommodate legislative compliance, oversight, and verification. By being configurable the system can be quickly adapted to legislative changes. Once the changes are made, new filings comply with the new fields that can be validated against existing data or services. Transparency to the data can be validated independently. The configurable workflow allows processing paths for exceptions with supervisory approvals/rejections. Filers are notified of rejected filings with standardized reason descriptions and free form descriptions.

4.10 Functional Requirements – Inquiries/Searches:

4.10.1 The system must have the ability for public and admin to search Marriage Celebrant name, address and other details

The solution currently provides this functionality through a highly configurable approach that allows any field to be indexed and searched, both on the public side as well as the back office.

4.10.2 The system must have the ability for public and admin to search for Notaries Public by Name, Notary ID, and Commission Number

The solution currently provides this functionality through a highly configurable approach that allows any field to be indexed and searched, both on the public side as well as the back office.

4.10.3 The system must have the ability for public and admin to search for Athletic Agents by full business name, full business name, concatenated name, date of initial filing, Last Name of Officer, Last Name of Registered Agent, Zip code, Address, Document Number, Entity Type, effective date, and other details

This is standard functionality within the system. The system provides a comprehensive search options that can be configured per entity or document.

4.10.4 The system must have the ability to search Private Investigator and/or Security Guard licensee by responsible agent, firm name, City or County of service, and other details

This is standard functionality within the system. The system provides a comprehensive search options that can be configured per entity or document.

4.10.5 The system must have the ability to search trademark, service, collective or certification marks by name, registry, ID number and other statutorily required information

This is standard functionality within the system. The system provides a comprehensive search options that can be configured per entity or document.

4.10.6 The system must have the ability to search for Scrap Metal Dealers by Name, Number, City or County of service

This is standard functionality within the system. The system provides a comprehensive search options that can be configured per entity or document.

4.10.7 The system must have the ability to search Charitable Organization and Charitable Solicitor by name, concatenated name, Doing Business As (DBA) name, Last Name of Registered Agent, Registration, zip code, address, effective date, and other details

This is standard functionality within the system. The system provides a comprehensive search options that can be configured per entity or document.

4.10.8 The system will disallow the filing of two entities with the same name matched on any of the matching criteria in accordance with statutory laws/rules

SOS Enterprise Platform contains a highly configurable name validation module that provides unique name search based on statutory laws.

4.10.9 The system will provide ability to conduct name searches that are not case specific

This is standard functionality within the system.

4.10.10   The system must provide ability to inquire by business name, Officers, Registered Agents, Document Number, and other details

This is standard functionality within the system.

4.10.11   The system shall provide ability to perform special searches, such as, "Check Name Distinguishability" which allow consumer and Agency users to search for and test the uniqueness of an entity name against Agency records, and searches by names of individuals, for example, registered agent officer and director.

SOS Enterprise Platform contains a highly configurable name validation module that provides unique name search based on statutory laws.

4.10.12   The system must provide ability to restrict certain filings from public display as required by law

This is standard functionality within the system.

4.10.13   Provide to be able to search by Notary ID, Commission Number or Name and display entire the record.

This is standard functionality within the system.

4.10.14   The system will allow for the parsing and concatenating of names to include the removal of spaces, definite and indefinite articles, and special characters and searching on both the entered name and parsed/concatenated name.

SOS Enterprise Platform contains a highly configurable name validation and search module that provides unique name search capability and provides the functionality described with the addition of many other search related functionality.

4.10.15   The search option within the system will allow for "is", "begins with", and "contains" searches

SOS Enterprise Platform provides these search options and many other search related functions.

4.11 Functional Requirements Licensing and registry:

4.11.1 The system will provide the ability for users to submit new applications, subsequent filing requests, and updates using online forms, mail or counter intake.

SOS Enterprise Platform provides for four (4) submission methods. The first and most ideal is web filed or online filing, second web prepared that allows online completion with mailing the complete form in to the SOS office for scanning and input without manual data entry. Paper is accepted within the solution as well as the fourth option that is the IACA UCC XML Standard for bulk filing.

4.11.2 System workflow processing will be configured in the system to accommodate West Virginia-specific forms, fields, and rules to comply with West Virginia statutes.

The combined Imaging, Split screen, and Workflow give internal users an unmatched, robust work environment, allowing them to achieve productivity rates not found anywhere else. When documents requiring review are added to the workflow manager, they can be assigned to specific users to review by type or all documents can be processed collectively with a First-In, First-Out (FIFO) method to auto assign the next available document for review as each document is completed.

We understand the need for a dynamic solution that allows for the adding, refining, and changing of business requirements as we step into the future. The one thing that is a guarantee is that change will happen based on legislative rules or other mandates.

By simply dragging and dropping the predefined workflow pieces onto the canvas, a new process can be created by a non-technical, administrative user. Additionally, existing workflow processes can be easily edited due to the simplicity of the visual representation.

The workflow is paperless based. These means that submissions are electronic and are placed in the workflow with data and a created image. In the case of paper filing, the documents are scanned and then included in the paperless workflow.

The proposed solution's rules engine is database driven and does not require code changes or impact future upgradeability and support. The business rules in the proposed solution are defined in database tables and XML based property files; therefore, requiring minimum or no code changes. Any changes/customizations to these business rules for the implementation can be made without impeding or sacrificing future upgrades or support. The proposed solution's administrator user interface includes a graphic interface to change existing rules without any vendor or technical resource dependency.

In addition, Tecuity has developed, as part of the SOS Enterprise solution, a robust and comprehensive business process workflow designer. We call this our "Process Builder". This functionality integrates workflow steps and sub-processes with integrated business rules. This functionality allows the Secretary of State office to visually document a business process or workflow. The resulting workflow definition becomes the actual process for a business process within the solution. Please reference the following images from our solution.

4.11.3 The system shall provide the ability for public users to review their screens before submission

SOS Enterprise Platform provides a confirmation screen to review and confirm that all information is accurate before submission.

4.11.4 The system must provide external users with online filing options for various types of service areas (e.g. Notaries, Scrap Metal Dealers, Charities etc.)

SOS Enterprise Platform provides for four (4) submission methods. The first and most ideal is web filed or online filing, second web prepared that allows online completion with mailing the complete form in to the SOS office for scanning and input without manual data entry. Paper is accepted within the solution as well as the fourth option that is the IACA UCC XML Standard for bulk filing.

4.11.5 The system must provide ability for internal staff to manually receipt paper filings in the system, by uploading a scanned image

The solution provides for two (2) different options whether a "web prepared" form or walk-in paper form. It can accommodate either option for the internal staff to receipt.

4.11.6 The system must provide ability for internal staff to reject submitted filings

A rejection can be initiated from any point of any process within the system. The rejection module has been finely formulated to collect all available data elements that have already been manually entered. This reduces tedious data entry and significantly reduces mistakes made by users. The original document that is being rejected is displayed to provide additional review. Any number of general or specific reasons can be configured within the application.

4.11.7 The system must provide ability to display application status to external users via user login credentials

Within the portal the registered users can start a filing, suspend the filing mid-stream, and return for completion. The registered user also will receive notifications for upcoming renewal or pending actions. Their previous activities are available as a complete history to all transactions as well. This functionality includes dashboard items that include "My Documents", "My Work Queue", etc. for each user.

The user portal does include a user profile that can be maintained by the registered user that includes password reset, personal and organizational details, and other configuration items specific to our solution. Additionally, if the user received any process notification, a link can be included in the email wherein a single click takes them directly to their login portal. Then once logged in, the Registered User Queue will show them the same notification and direct them to the correct action.

4.11.8 The system shall provide the ability to identify registration filings that must be marked for review by internal staff

SOS Enterprise Platform provides for complete configurability to trigger any filing or document that may require internal staff to review the filing or document submitted.

4.11.9 The system must provide external users with the ability to file modifications online, including initial application or renewals

The functionality is currently supported and is configurable by an admin to determine the availability of specific amendments, annual reports, or renewals based on the current state of an entity. This reduces any erroneous filings that would be rejected by prohibiting the filing.

4.11.10 The system shall provide ability to verify that the entity type is correct for the entity filing requested.

This is standard functionality within the system.

4.11.11 The system must provide a method to determine and identify duplicate filings and not allow the filing of a duplicate name

Preventing duplicate records is standard in the system. The system provides for comprehensive name availability and name distinguishability rules, which can be easily configured to support these processes.

4.11.12 The system must provide a way to verify data entered on a form to make sure it is accurate for the type selected

Each field on a data entry form is easily configured to support specific business rules, data validity and ranges, and edit masks to ensure information entered conforms to state requirements.

4.11.13 The system must provide ability to require specific information for a registered agent is entered during the time of filing

Through the SmartForms in the SOS Enterprise Platform, West Virginia would have the ability to configure what information is required and entered during the time of filing from the customer. This ensures data accuracy and enforces rules to make sure that appropriate fields are filled with the data.

4.11.14 The system must track when a filing has been rejected

This is standard functionality within the system. Furthermore, the state has the ability to define rejection reasons by document type. These rejections reasons can be selected by a user in the rejection process and generated rejection correspondence is available on the record.

4.11.15 The system must provide ability to file a renewal for all licenses and registrations online

All renewals of licenses are available online and streamlined with prefilled data to ensure quick and efficient input of data. Pertaining to renewals, the state can choose if there is back office interaction or if the process can be automatically approved.

4.11.16 The system must provide ability to manage/change existing information (e.g. address updates etc.)

SOS Enterprise Platform provides the ability to file amendments for filings to update and change existing information. While the information is updated, the system keeps the history to provide what it was changed from and changed to.

4.11.17   The system must provide ability for external users to submit an online request to amend or reinstate a license/registration

This is standard functionality within the system. Our system makes this easy for external users to file these documents through their online portal.

4.11.18   The system must provide ability to request and retrieve a certificate of status or additional copies of a certificate of status online

This is standard functionality within the system.

4.11.19   The system must provide ability to request and obtain a certified copy of a filed document online

This is standard functionality within the system.

4.11.20   The system must provide ability to upload attachments when submitting an online filing.

SOS Enterprise Platform currently provides this functionality. It also gives the ability to the State to configure which types of upload files are accepted (e.g. PDF, JPEG, etc.).

4.11.21   The system must provide ability to modify a registered agent and/or registered office on multiple licenses/registrations simultaneously

Commercial and Registered Agent changes can be managed individually via an amendment. However, if an agent that represents multiple entities makes a mass change to their information those changes must be perpetuated to each entity assigned to the agent. The RA Amendment Tool provides the ability to handle this scenario by creating the required amendments for each entity with only a single action.

4.11.22   If processing a business or firm license/registry, the system must provide ability to determine if the business is active or non-active in the state of West Virginia while processing

This is standard functionality within the system. Relationships between business entities and licenses can be strictly enforced to ensure the business is active.

4.11.23   The system must provide ability to generate an acknowledgement correspondence to send the user information about their application and any certified copy requests

Upon the completion of the filing the external user receives their receipt (if filed online) and then waits until approval/rejection from the SOS office (if required). Once approved/rejected the correspondence is automatically sent to the user informing them why their filing was rejected with proper correspondence or provides acknowledgement of correct filing.

4.12 Functional Requirements – Financial:

4.12.1 The system will allow for the acceptance of payments by major credit cards (Visa, MasterCard, Discover and American Express) and interface with the STO E-Gov system for the collection and processing of credit card payments.

Transaction processing includes the interface to a third-party credit/debit card processor (all PPI data is handled within the processing company's domain.) Payments can be processed with credit/debit cards, ACH accounts, and prepaid accounts.

4.12.2 The system will allow for online credit card payments.

This is standard functionality within the system.

4.12.3 The system will provide ability to create a fiscal record for every payment received and create an audit trail

Receipting and deposit reconciliation reports are available through active reports (most already exist). Receipting can be done one payment per submission, one payment for many submissions, or many payments for one submission. Audit trails are maintained in the users account for accounting history of payments, and a service request log that includes services requests/submittals.

4.12.4 The system will provide ability to associate one payment to multiple documents received

The accounting system supports multiple payment methods, credit card, ACH, eCheck, etc. The solution also accounts for multiple payment relationships; one check for one filing, one check for multiple filings, multiple checks for one or more filings.

4.12.5 The system will provide ability to associate multiple payments to one or more documents received

The accounting system supports multiple payment methods, credit card, ACH, eCheck, etc. The solution also accounts for multiple payment relationships; one check for one filing, one check for multiple filings, multiple checks for one or more filings.

4.12.6 The system will provide ability to associate a payment to a business entity and structure for online and paper filings

This is standard functionality within the system.

4.12.7 The system will provide audit tracking for any and all financial processing associated to a business entity or structure

This is standard functionality within the system. Our system has been designed from the ground up to support fiscal and accounting best practices.

4.12.8 The system will provide ability to search, review and modify internally stored system payment information associated to a business entity or structure

As part of the receipting module payments can be searched, reviewed, and modified by authorized users.

4.12.9 The system will provide ability to assign a receipt date and validation date separately

This is standard functionality within the system.

4.12.10   The system must be able to create and modify a fee schedule for reoccurring or scheduled payments

This is standard functionality within the system. Our system provides the ability to define receipt items and associated fee structures per item.

4.12.11   The system must be able to store tokens supplied by the WVSTO' s E-Gov system and transmit that token back to the E-Gov system for the processing of reoccurring or scheduled payments.

The use of tokens and interfacing with additional systems is standard in our system. This specific integration can be easily configured into our system.

4.12.12   The system will provide ability to process refunds and reconcile payments received

This is standard functionality within the system.

4.12.13   The system will provide the ability to create daily deposit and cash summary reports

This is standard functionality within the system.

4.12.14   The system will provide ability to create and generate ad-hoc fiscal reports in the system

This is standard functionality within the system.

4.12.15   The system will provide ability to create and add new fiscal categories & object codes to the system

This is standard functionality within the system.

4.12.16   The system will provide ability to link to, validate, and reconcile on both current date (date funds received) and date of filing

The system tracks when payment was received as well as when the filing was completed in order to support reconciliation of all monies.

4.12.17   The system must maintain financial transaction data (e.g., document fee, tracking number, document type, payment amount, applicable record, and payer name for tracking and audit purposes

This is standard functionality within the system.

4.12.18   The system will provide ability to search for payments by data captured (e.g., login ID, transaction date, payment number)

This is standard functionality within the system.

4.12.19   The system must provide the capacity for printing all search returns

This is standard functionality within the system.

4.12.20   The system must be capable of collecting, processing, and posting to licensee/registrant transaction records (folios), the payment card license or registry deposits and other payment card transactions. The funds for these payments must be processed and deposited by the vendor through the West Virginia State Treasurer's Office (WVSTO) E-Gov payment card system or other payment card processing system designated by the WVSOS and settle to the appropriate WVSTO bank account.

The system can be configured to support integration to other payment card processing systems.

4.12.21   The system must be secured to protect all personally identifiable information (PII).

All PII data in the system is secured through encryption or redaction or other methods as required by the state.

4.12.22   The Vendor must meet all currently applicable Payment Card Industry Data Security Standards (PODSS) security requirements and any updates thereto, all as reflected at www.pcisecuritystandards.org

Tecuity will comply with this requirement.

4.12.23   The system must encrypt and mask payment card information. No more than the last four numbers may be displayed on receipts.

This is standard functionality within the system.

4.12.24   The system must allow authorized users to post new charges to a customer's previous transaction after the initial transaction has been completed.

The receipting capabilities of the system allow for new charges to be associated to a previous transaction.

4.12.25   The system must allow WVSOS to research all payment card transactions that originated in the system based on date, last four digits of card number, amount of transactions, customer's name, receipt number, transaction number, and location where the transaction originated.

The system provides the search options mentioned in this requirement as well as many additional search capabilities specific to financial transactions.

4.13 Functional Requirements – Imaging

4.13.1 The system will allow for the ability to upload scanned documents and associate them to a business entity or structure

This is standard functionality within the system.

4.13.2   The system must store Images as compressed .tif or .pdf files

This is standard functionality within the system.

4.13.3   The system must store all documents as a single file linked to the entity and filing

All documents that have been scanned or generated in the system are linked directly to the entity or amendment to that entity and can be viewed easily. Our solution also provides the ability to categorize each digital page of a document which only enhances the functionality in the digital repository.

4.13.4 T h e system must provide ability to store all documents in perpetuity for active and inactive entities

This is standard functionality within the system. There are also configurable options within the solution to purge data and images should that be a requirement of the state.

4.13.5 The system will provide ability to upload scanned documents and associate them to a business entity, structure

This is standard functionality within the system.

4.13.6 The system will provide ability to view or remove a scanned/imaged document

This is standard functionality within the system. Removing images can be done by an authorized user.

4.13.7 The system will provide ability to create and recreate any and all certified documents

The certifications module of SOS Enterprise Platform provides automatic as well as manual completion of certified copy requests based on the images that are available.

4.13.8 The system will provide the ability allow external users to upload documents per service area

The system can be configured to uploaded documents at any point in the filing process.

4.13.9 The system must provide the ability for optical scanning capabilities to identify and automatically read barcodes printed on incoming documents for indexing purposes for both batch and individual scanning

This is standard functionality within the system. Tecuity was the first vendor in our space to offer this integrated scanning solution.

4.13.10 The system must adhere to the Agency requirements in compliance with West Virginia State Law and the Americans with Disabilities Act (ADA)

This is standard functionality within the system.

4.13.11 The system shall be designed for American English speakers

This is standard functionality within the system.

4.13.12 The system will support deletion of scanned images

This is standard functionality within the system.

4.14 Functional Requirements – Correspondence

4.14.1 The system will allow for the generation and access specific correspondence templates

SOS Enterprise has implemented a comprehensive report tool from Active Reports™ to provide full-featured and highly configurable reports, forms, certificates, correspondence, letters, etc. This functionality is included as part of the solution with no additional licensing costs, etc. All documents are defined by templates within the solution. This tool is available based on application roles to users of the system allowing for the creation and editing of documents, as well as ad-hoc reports, generated by the system without needing to contact the vendor.

System generated copies of all notifications sent to a customer are included in history along with hardened images of the actual correspondence piece.

4.14.2 The system will allow for the generation of correspondence, by authorized Division users utilizing approved templates

This is standard functionality within the system.

4.14.3 The system will allow for the communication with business owners and/or contacts via email

This is standard functionality within the system.

4.14.4 The system will allow for the generation and sending of a single correspondence and generate and send mass correspondence to specific users (both internal and external)

The solution provides the State with the ability to configure the automated jobs that can be done at specified times (end of day, end of week, etc.) in order for correspondence to be generated and sent out at the appropriate time.

4.14.5 The system will allow for the logging and retrieval of all correspondence sent to users regarding their business entity

System generated copies of all notifications sent to a customer are included in history along with hardened images of the actual correspondence piece.

4.14.6 The system will allow for the filing of acknowledgements by email regardless of submission method

This is standard functionality within the system.

4.14.7 The system will provide the ability for certified certificates of status to be available for download as PDF files and include a watermark and the information for the Secretary of State at the time of initial certification

This is standard functionality within the system.

4.14.8 The system must store all correspondence generated and provide the ability for future retrieval

System generated copies of all notifications sent to a customer are included in history along with hardened images of the actual correspondence piece.

4.14.9 The system must auto generate confirmation or tracking numbers and status information for online submissions via email to all users associated to an entity

Each filing that is completed is provided with a unique SOS identifier number that is associated to the entity that is filed and this data and related data is sent via email to all users associated to an entity.

4.14.10 The system must generate renewal and expiration notices and change record status

The solution provides the State with the ability to configure the automated jobs that can be done at specified times (end of day, end of week, expiration date, filing date, etc.) in order for correspondence to be generated and sent out at the appropriate time.

4.14.11 The system must provide functionality for internal staff to manage periodic forms and notices for mailings

All documents are defined by templates within the solution. This tool is available based on application roles to users of the system allowing for the creation and editing of documents, as well as ad-hoc reports, generated by the system without needing to contact the vendor.
All forms and notices to be mailed or sent out are configurable by the state staff to fit state needs.

4.14.12 The system must provide ability to integrate signature fonts or signature images to be reflected on certificates and correspondence

This is standard functionality within the system.

4.14.13   The system must provide an option to reprint previously generated certificates, rejection letters and receipts

This is standard functionality within the system.

4.14.14   The system must provide the use of mass email communications in each module to offer communications (and possible attachments) to end users

This is standard functionality within the system.

4.15 Functional Requirements – Reporting:

4.15.1 The system will log and retrieve all reports generated by the system

The system can be configured to track this information.

4.15.2 The system will create and run specific reports for pertinent staff and functional areas (e.g. fiscal reports, administrative reports etc.)

For each business process defined and associated document type, the specific report to be generated is identified and configured. This association of report/template to the respective commercial recording is part of the configuration process. Administrative users can define which report or template is associated to a process. This is based on application roles.

4.15.3 The system will provide a user dashboard to enable staff to access reports based on user access and permissions

User dashboards can be configured to display appropriate reports based on a user's role.

4.15.4 The system will provide the ability for authorized Division users to write and run ad hoc reports

This is standard functionality within the system.

4.15.5The system will provide scripts for ad hoc reports that will be maintained within the system for future use

Within SOS Enterprise Platform there is a list of canned reports as well as the ability to create the State's own ad hoc reports that may be needed. These report templates are easily maintained and become additional reports to the solution available based on user roles.

4.16 Functional Requirements – Administration

4.16.1 The system will provide a workflow queue with work assignments based on current functional areas

Workflow engine is built into SOS Enterprise. Workflow directs the processing flows for registrations and payments, based on hierarchies that follow configurable business rules.

4.16.2 The system will provide ability to assign work assignments to specific staff

The combined Imaging, Split screen, and Workflow give internal users an unmatched, robust work environment, allowing them to achieve productivity rates not found anywhere else. When documents requiring review are added to the workflow manager, they can be assigned to specific

users to review by type or all documents can be processed collectively with a First-In, First-Out (FIFO) method to auto assign the next available document for review as each document is completed.

Tecuity understands the need for a dynamic solution that allows for the adding, refining, and changing of business requirements as we step into the future. The one thing that is a guarantee is that change will happen based on legislative rules or other mandates.

By simply dragging and dropping the predefined workflow pieces onto the canvas, a new process can be created by a non-technical, administrative user. Additionally, existing workflow processes can be easily edited due to the simplicity of the visual representation.

The workflow is paperless based. These means that submissions are electronic and are placed in the workflow with data and a created image. In the case of paper filing, the documents are scanned and then included in the paperless workflow.

The proposed solution's rules engine is database driven and does not require code changes or impact future upgradeability and support. The business rules in the proposed solution are defined in database tables and XML based property files; therefore, requiring minimum or no code changes. Any changes/customizations to these business rules for the implementation can be made without impeding or sacrificing future upgrades or support. The proposed solution's administrator user interface includes a graphic interface to change existing rules without any vendor or technical resource dependency.

In addition, Tecuity has developed, as part of the SOS Enterprise solution, a robust and comprehensive business process workflow designer. We call this our "Process Builder". This functionality integrates workflow steps and sub-processes with integrated business rules. This functionality allows the Secretary of State office to visually document a business process or workflow. The resulting workflow definition becomes the actual process for a business process within the solution.

4.16.3 The system will provide the ability for staff to manage, sort and route tasks

The system can be configured to route work and tasks appropriately.

4.16.4 The system will provide the ability for staff and administrators to modify work assignments during any phase of the workflow lifecycle

Tecuity understands the need for a dynamic solution that allows for the adding, refining, and changing of business requirements as we step into the future. The one thing that is a guarantee is that change will happen based on legislative rules or other mandates.

By simply dragging and dropping the predefined workflow pieces onto the canvas, a new process can be created by a non-technical, administrative user. Additionally, existing workflow processes can be easily edited due to the simplicity of the visual representation.

4.16.5 The system must maintain audit log for all changes to records containing information on edit date, last edit user and previously stored content

This is standard functionality within the system.

4.16.6 The system must ensure that all system transactions are logged in the database and auditable

The solution complies with this requirement.

4.16.7 The system will ensure that user access levels shall be tiered for internal user access levels, with varying view and edit permissions based on role

SOS Enterprise Platform is completely driven by the user roles and permissions that are configurable by the State to determine access levels that any user may have throughout the solution. This would include the ability to view or edit filings, workflow processes, etc.

4.16.8 The system software will not contain any features permitting access to the system in violation of its security features or the change management process

Tecuity will comply with this requirement.

4.16.9 The system software will not contain any features rendering the system inoperable, or degrade its performance

Tecuity will comply with this requirement.

4.16.10 The system software provided will be certified by the vendor as virus and malware free

Tecuity will comply with this requirement.

4.16.11 The system must have the capability to monitor transactions through the system for the purposes of auditing, error diagnosis, and performance management

Many productivity and performance reports are provided as part of the system to allow management of transactions, errors, and KPI's.

4.16.12 The system must support encryption of data, including the ability to transmit and receive encrypted files and messages

SOS Enterprise Platform currently provides this functionality.

4.17 Functional Requirements – Authentications and Authorization:

4.17.1 The system will have the ability to create, update and manage user roles and permissions for both internal and external users

SOS Enterprise includes functionality to authenticate and authorize users to make changes to filings. The solution comes complete with the ability to define an unlimited number of roles to limit access to specific user groups. Users are then assigned to roles. Following this mechanism, users are only presented with tasks that are allowed by the roles assigned.

Additionally, changes to filings can be linked to user portal accounts. If this security measure is included, online users accessing single sign-on would only be able to modify filings specifically associated to their online user account.

SOS Enterprise also includes the ability to authenticate users against Active Directory (LDAP) if that is preferred by the client.

4.17.2 The system will have the ability to control access to sections of the system according to defined permissions and roles

The solution comes complete with the ability to define an unlimited number of roles to limit access to specific user groups. Users are then assigned to roles. Following this mechanism, users are only presented with tasks that are allowed by the roles assigned.

4.17.3 The system will have the ability to differentiate between internal and external users

This is standard in our system.

4.17.4 The system will have the ability to display access to specific pages and information about business entities and structures to public without a user login

The system currently supports this functionality and can be configured to display appropriate information to the public.

4.17.5 The system will provide one-to-one credentials only. There is not to be any shared access.

This is standard functionality within the system.

4.17.6 The system must provide access in the areas of fiscal, imaging, correspondence and service areas in addition to areas already defined

This is standard functionality within the system.

4.17.7 The system will ensure that different levels of permission will be defined by the project team and implemented according to approved design requirements

This is standard functionality within the system.

4.18 Functional Requirements – Migration:

4.18.1 The system must have the ability to integrate and migrate data from existing systems

From the beginning (2005) Tecuity has converted data and images from multiple legacy systems with source data pulled from AS400 flat file exports, DB2, Oracle, SQL Server, PostgreSQL, Sybase, Access, Excel, and other formats. Our all-inclusive solution provides for document and image management with these images associated to data records in one single system. We have

converted images from IBM's FileNet, DocuWare, flat files, custom image repositories, and many other imaging solutions. With our extensive data and image conversion experience we have identified industry standard tools that we utilize in our processes as well as developed custom conversion tools unique to Tecuity. Our unique process in data and image conversion includes but is not limited to:

- Conversion Planning and Execution
- Source Data Identification
- Data Migration Planning
- Data Mapping (Legacy to proposed solution)
- Data and Image Conversion Script Creation
- Data Cleansing and Reporting
- Script Execution
- Regular Data Pulls
- Converted Data & Image Testing
- Data Conversion Logging and Reporting

4.18.2 The system must have the ability to import data from other data sources (e.g. FTP; code tables etc.)

This is standard functionality within the system.

4.18.3 The vendor will provide mapping of the .tif and .pdf images in the Legacy system

Tecuity will comply with this requirement.

4.18.4 The vendor will provide a migration plan which successfully moves all the data to a single database and database type

This is standard in our system and implementation processes.

4.18.5 The vendor must provide a migration plan that will include multiple migrations to include historical data, data through development, and "Go Live" data

Data and image conversion play a crucial part in being successful. Having done this many times for SOS Enterprise, Tecuity has developed streamlined processes for consolidating various sources of legacy data into one centralized repository of data and images. Throughout this process, data validation and verification take place on a continuous basis. RKV will follow this process.

Tecuity will work with the state to identify all sources of data and images that require conversion. For each source, a detailed document is created that identifies proper mapping of legacy fields into the enterprise solution data model. Scripts will be built and added to a centralized data conversion workflow that can be executed on demand and at specified intervals to allow continuous quality improvement and data clean up. On a regular basis, backups of

legacy data stores will be requested and run through the data conversion process to provide as close to real-time comparison as possible. Each script logs necessary audit information, record counts, processing time, and various other metrics to validate accurate data conversion and expected results. These metrics and information play an important part in determining rollout and go-live schedules.

As data is converted, reports and extracts are created of possible data discrepancies or inaccurate information. These extracts are given to key staff members that can validate or prove accuracy of the information. These discrepancies are corrected in legacy systems prior to go-live to provide as smooth a conversion process as possible or added to the data conversion plan for post-conversion cleanup. This is an iterative process throughout the project and is placed in the testing environment for staff members to review each time a new conversion is run.

Conversion of legacy images follows a similar process and has the same level of integrity checks and validation.

The end goal is to bring all necessary information of the system into a consolidated and reliable data repository that provides real-time tracking and filing of all information outlined in this project effort as well as the necessary backup and offsite redundancy to ensure consistency in the system and to all users.

Should any transactional (payments, invoices, vouchers, outstanding records) information exist and need to be persisted into the new system as the old one goes offline, these will be identified, and appropriate plans and enhancements will be added to the solution to accommodate proper handling of that information until it is phased out.

Migration Assumptions

- The risks in data migration projects are not surprising but nevertheless have potential impact.
- The beginning data needs to be clean and identifiable. Identity means the record type and/or relationship/links to other data exists. Images especially, need ties to host records.
- Bad data in the source system will only result in bad data in the future system. Some data clean-up can be addressed in migrations if it is systemic.
- Multiple source images convert to a single format in the future system.
- The iterative approach must be validated by the in-house staff to assure accuracy.
- Complete access to the data and database structure is granted to RKV.
- Source system must be frozen during final data conversion – cannot convert a moving target.

4.18.6 The vendor will ensure that the migration of "Go Live" data will have a limited impact on the duration existing public facing interface is offline

Tecuity will comply with this requirement.

4.18.7 The system must provide the ability for images to be indexed in the database with all images of documents stored on a file server

This is standard functionality within the system.

4.18.8 The system must ensure that migration will keep a 1:1 relationship between filings and an entity

Tecuity will comply with this requirement.

4.18.9 The system must ensure that migration will keep a 1:1 relationship between a filing and associated images

Tecuity will comply with this requirement.

4.18.10 The vendor must develop a 5 year growth plan for the database based on a 10% annual increase of filings

Tecuity has a scalable imaging and data architecture that has proven successful with large state databases over many years. A plan will be provided as part of this project effort.

4.18.11 The system must maintain the historical records and associations to the appropriate filings during the migration process

As part of the data migration plan all historical information will be brought into the SOS Enterprise Platform

4.18.12 The vendor must ensure the data be analyzed for integrity, gaps identified where necessary, and recommend where differences will need to be reconciled

Tecuity will work closely with the state to ensure any data anomalies are identified and resolved as part of this migration.

4.18.13 The vendor must ensure that the data be transformed from current to future state and routines created for converting

Our extensive expertise at migrating data will ensure accurate data transformation to SOS Enterprise Platform.

4.18.14 The vendor must plan for the addition and modification of data throughout the migration process

Our extensive expertise at migrating data will ensure accurate data transformation to the SOS Enterprise Platform.

4.19 Functional Requirements – General:

4.19.1 The selected COTS solution must have modules successfully deployed for the Secretary of State for at least two (2) of the 50 United States or its territories

Tecuity's flagship product, SOS Enterprise Platform, has been implemented or is currently being implemented in seven states for Business Registry and component systems. SOS

Enterprise Platform is currently in production in five states (Wyoming, Tennessee, South Dakota, North Dakota, and Idaho) with Wyoming and Tennessee dating back to 2008 and 2009 respectively. South Dakota has been in production since 2011. North Dakota has been in production since February 2019.

Tecuity has a 100% success rate in delivering our software solutions on-time and on-budget to state government. This has taken place since 2005 when Wyoming Secretary of State became the first client and has renewed Tecuity's contract with many amendments to the original contract. We continue to provide our products and services in every state in which we have contracted.

4.19.2 The selected COTS solution must include differential authentication and authorization levels

SOS Enterprise Platform includes various authentications and authorization levels and can be configured to match existing state systems.

4.19.3 The system must maintain an audit log of all filings, edits to filings, and other transactions to include date and time, by whom, and the original and modified transaction

This is standard functionality within the system.

4.19.4 The vendor must develop and execute a detailed testing plan at the unit, integration, system (Beta), and User acceptance

Tecuity will comply with this requirement.

4.19.5 The vendor must develop and execute a detailed testing plan at the unit, integration, system (Beta), and User acceptance

Tecuity will comply with this requirement.

4.19.6 The selected vendor will maintain a repository of the documents for all project team members

Tecuity will comply with this requirement.

4.19.7 The selected vendor will ensure that all subcontractors must be properly vetted and approved by the Department

Tecuity will comply with this requirement.

4.20 Functional Requirements – Security:

4.20.1 The system must provide ability to create external user accounts and user credentials for authentication and authorization

This is standard functionality within the system.

4.20.2 The system must provide ability to send an authentication email when an external user creates a user account

This is standard functionality within the system.

4.20.3 The system must provide the ability for external users to create, manage and change their usernames and passwords without Agency intervention

This is standard functionality within the system.

4.20.4 The system's website must utilize Transport Layer Security 1.2 (TLS) with at least 256-bit Advanced Encryption Standard (AES)

This is standard functionality within the system.

4.20.5 The solution must meet the Laws, Rules, Regulations, and Codes of the State of West Virginia and its agencies

Tecuity will comply with this requirement.

4.21 Functional Requirements – Calendaring:

4.21.1 The system will allow filings to occur at any time of the year

Filings will be allowed 24/7/365 unless previously scheduled maintenance will be taking place.

4.21.2 The system must recognize weekends and not include them in the business day count

SOS Enterprise Platform will recognize weekends and will not be counted as a business day.

4.21.3 The system must recognize state holidays and not include them in the business day count

The system tracks days as excluded days for necessary business day counts and is administered by an admin of the system.

4.21.4 The system must allow for ad hoc closing of the business office (e.g., hurricanes) and not count the closed days in the count of business days

The system tracks days as excluded days for necessary business day counts and is administered by an admin of the system.

4.21.5 The system must allow for later effective dates on business entity filings and restrict the effective dates for associated entities to that later date or after

SOS Enterprise Platform allows for filings and amendments to have an effective date today or a date that is in the future. Depending on how far out the State allows this functionality is included in the solution.

4.21.6 The system must allow for later effective dates for amendments and make change on selected date

SOS Enterprise Platform allows for filings and amendments to have an effective date today or a date that is in the future. Depending on how far out the State allows this functionality is included in the solution.

4.22 Product Development Training:

4.22.1 The vendor must develop and provide training using a "train the trainer" method

In every state that Tecuity has implemented SOS Enterprise Platform, train the trainer has been the preferred method. This allows onsite training as well as additional training calls that may be required for the system to be fully functional and all staff confident in their duties and responsibilities.

4.22.2 The vendor must provide training onsite at the WV Secretary of State's Office

Tecuity will comply with this requirement.

4.22.3 The vendor must ensure that at the deployment of the solution, staff members are competent in the navigation and use of the modernized business registry and can provide high level assistance to all level of users

Before deployment Tecuity provides training sessions to provide staff adequate time to become competent in their responsibilities. This time will include training, testing periods, and question and answer periods that may come up as staff members become more and more competent within the Platform.

4.22.4 The vendor will provide a "sandbox" for the exploration, demonstration, and training of the system

Tecuity has provided sandbox environments for all states that are looking to procure a COTS registry solution. A sandbox environment can be set up to allow West Virginia staff to explore the solution.

4.23 Product Development – Testing:

4.23.1 The vendor must develop and execute a detailed testing plan at the unit, integration, system (Beta), and User acceptance

This is part of our project approach and Tecuity will comply with this requirement.

4.23.2 The vendor is responsible for designing, implementing, and validating a test plan for each function of the application and the overall unit in which the function is deployed

All aspects of the solution are fully tested by the SOS project team in the test environment and compared to the RFP requirements and detailed configuration documents generated in the analysis phase.

This effort is to ensure all requirements have been provided and the solution is functioning according to expectations.

User Acceptance Testing provides validation that all system and interfaces are working according to specifications.

Tecuity will create a test environment for the Client and provide test rollouts on a consistent basis to ensure the solution is routinely reviewed to verify alignment with the stated objectives of data integrity and user interface.

4.23.3 The vendor must ensure that testing is to include unit and integration testing and integration testing is to take place every time there is a modification to the code and/or functionality

Prior to any releases or upgrades, there is a stage environment that it is released to in order to capture any bugs or fixes that need to be addressed before putting the functionality into production phase.

4.23.4 The vendor must provide an issue tracking system (ITS) for the reporting and tracking of "bugs"

Tecuity provides an issue tracking system called Jira that allows for the reporting and tracking of bugs or fixes that need to take place in order for the solution to be fully functional.

4.23.5 The system must ensure that all promotions are to be Beta and successfully complete User Acceptance Testing (UAT) before a deployment

All aspects of the solution are fully tested by the SOS project team in the test environment and compared to the RFP requirements and detailed configuration documents generated in the analysis phase.

This effort is to ensure all requirements have been provided and the solution is functioning according to expectations.

User Acceptance Testing provides validation that all system and interfaces are working according to specifications.

4.23.6 The vendor must ensure that the ITS is to record such things as a name for the issue, a tracking ID, a description of the issue, the reporter, the date reported, the priority, and the severity of the issue, as well as who is assigned to fix the issue, the status of the issue, and by whom the issue was tested and approved for promotion

Within the Jira application, there is the ability for the details to be provided to the State and Tecuity in order to provide the full details as well as the fixing of that issue.

4.23.7 The vendor must ensure that safeguards are to be in place for promoting data both on a schedule and as needed in an emergency only after being unit, integration, Beta, and User Accepted

Tecuity will comply with this requirement.

4.23.8 The vendor must ensure that safeguards are to be in place to back out promoted code and return the system to a defined point and time through a source control program.

Detailed roll back plans as well as source control will be used as part of this implementation.

4.24 Additional Deliverables

4.24.1 Provide an automatic failover and an offsite data backup within the continental United States

Tecuity will comply with this deliverable. As part of our hosting solution an offsite failover environment will be provided to ensure continuity.

4.24.2   A disaster recovery plan

Tecuity will comply with this deliverable

4.24.3 Using industry standards to protect against fraudulent filing activity (i.e. user accounts, delegated filing authority, better tracking capabilities and investigative options, etc.)

Tecuity will comply with this deliverable. Users must have access to a record to file an amendment and receive notifications done by others on that record. Incorporating user accounts provides better protection from fraud.

4.24.4   Provides search capabilities for users, admin and public searches

Tecuity will comply with this deliverable

5   Contract Manager

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: Nick Eskelson

Telephone Number: 801-206-9788

Fax Number: 877-310-7921

Email Address: nick.eskelson@tecuity.com

tecuity™

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

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

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

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into 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: **(1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.**

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _TECUITY, INC._

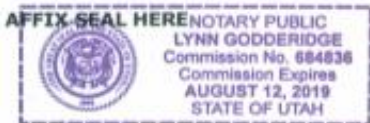Authorized Signature: _Jon Evans, President_   Date: _7/9/19_

State of _Utah_

County of _Cache_ to-wit:

Taken, subscribed, and sworn to before me this _9_ day of _July_ , 20._19_

My Commission expires _8/12/ 20_19_

AFFIX SEAL HERE
NOTARY PUBLIC
LYNN GODDERIDGE
Commission No. 684838
Commission Expires
AUGUST 12, 2019
STATE OF UTAH

NOTARY PUBLIC _[signature]_

Purchasing Affidavit (Revised 01/19/2018)

6 Exhibit A – Pricing Page for Enterprise Registration and Licensing System (ERLS)

RFQ   EXHIBIT A- Pricing Page for Enterprise Registration and Licensing System (ERLS)

CONTRACT ITEMS

Item #	Item	Vendor Description	Unit of Measure	quantity	Cost	Ref
1	Setup/Configuration/Installation	Includes License, Configuration and Implementation, and first year of support	Each	1	$750,000	
2	Historical Data Migration		Each	1	$135,000	
3	System Training		Each	1	$35,000	
4	First Year Maintenance and Support/Warranty/Hosting	This includes software support, maintenance, and hosting.	Each	1	Included	

CONTRACT SERVICES

Item #	Item	Vendor Description	Unit of Measure	Quantity	Cost	Ref
5	Second Year Maintenance and Support/Warranty/Hosting	This includes software support, maintenance, and hosting.	Each	1	$184,800	
6	Third Year Maintenance and Support/Warranty/Hosting	This includes software support, maintenance, and hosting.	Each	1	$184,800	
7	Fourth Year Maintenance and Support/Warranty/Hosting	This includes software support, maintenance, and hosting.	Each	1	$184,800	
	Total Bid Amount (1+2+3+4+5+6+7) =				$1,474,400	

Contract will be evaluated on all lines but only awarded on first year.
Renewal options for years 2, 3, and 4 will be initiated by the Agency, Agreed to by the Vendor and Processed by the West Virginia
Purchasing Division as Change Orders for subsequent years. Vendor should not alter pricing page and should fill out pricing page as is.
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.