



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

State of West Virginia
Master Agreement

Order Date: 2016-08-02

CORRECT ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS
 ORDER SHOULD BE DIRECTED TO
 THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 EPORTAL16	Procurement Folder: 241309
Document Name: e-Government Portal	Reason for Modification:
Document Description: e-Government Portal	
Procurement Type: Central Master Agreement	
Buyer Name: Stephanie L Gale	
Telephone: (304) 558-8801	
Email: stephanie.l.gale@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2016-07-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2021-06-30

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000162433 WV INTERACTIVE LLC 10 HALE ST 3RD FLOOR CHARLESTON WV 25301 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Justin McAllister Requestor Phone: (304) 380-9460 Requestor Email: justin.t.mcallister@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

AGENCY COPY

Total Order Amount	Open End
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PURCHASING-DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> DATE: 8/2/16 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: 8/2/16 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>[Signature]</i> DATE: AUG 2 2016 ELECTRONIC SIGNATURE ON FILE
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Extended Description:

The Vendor, WV Interactive, agrees to enter with the State of West Virginia into an open end contract to provide e-Portal services per the Request for Proposal, Terms and Conditions, Vendor's Technical and Cost Proposals dated 1/6/2016, and attached documentation, all of which are incorporated herein by reference.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81112103			EA	\$0.000000
	Service From	Service To			

Commodity Line Description: World wide web WWW site design services

Extended Description:

Creation and Management of Web-Based Portal - see attached pricing.

GENERAL TERMS AND CONDITIONS:

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

- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on July 1, 2016 and extends for a period of five (5) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

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

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

Other: See attached.

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

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

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

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

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

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

6. 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.

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

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

BID BOND: All Vendors shall furnish a 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 _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

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

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

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

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

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

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

for _____

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. 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.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-6.1.e.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** 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.
- 20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- 21. 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.

22. 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.

23. 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.

24. 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.

25. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

26. 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.

27. 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.

28. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

30. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

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

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

32. 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.

33. 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.

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

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

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, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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 purchasing.requisitions@wv.gov.

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

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

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

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, 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 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.

**REQUEST FOR PROPOSAL
WV OFFICE OF TECHNOLOGY
CRFP 0212 SWC160000001**

Certification and Signature Page

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

West Virginia Interactive, LLC

(Company)

Ian McQuinn, General Manager

(Representative Name, Title)

Phone: 304-414-0265 x 106 / Fax: 304-414-0266

(Contact Phone/Fax Number)

January 6, 2016

(Date)



January 6, 2016

Proposed Additions to Non-Mandatory Requirements

West Virginia Interactive requests inclusion of these additional provisions that are not addressed in the RFP and to offer the State the flexibility to leverage certain software and mobile applications developed by our affiliates in other states. The proposed additions are not a refusal of the mandatory requirements in the RFP or unwillingness to negotiate equitable terms. West Virginia Interactive is confident the parties can arrive at a contract that protects both the State and West Virginia Interactive, if selected for award, based on experience in numerous other states delivering similar services through the State's requested funding model.

1. Disclosure of Vendor Records and Information

- a. **Exemption Procedure.** The parties agree that the State of West Virginia, as a public entity, is subject to the Freedom of Information Act contained in W. Va. Code section 29B-1-1 et seq (the "Act"). All public records in the State's possession, as defined in the Act, will be disclosed in accordance with that Act, as further set forth below. The State recognizes that certain records may be shielded from disclosure if the record qualifies for an exemption contained in W. Va. Code section 29B-1-4 ("Exempt Information"). WVI may request that the State refrain from disclosing certain records by clearly identifying the exempt information within the record to the exclusion of non-exempt information at the time the records are delivered to the State. WVI must also list the exemption that it believes to be applicable along with an explanation of why it believes the exemption applies. If the State agrees that the exemption identified is applicable, it will so notify WVI and the applicable exemption will be asserted at the time a FOIA request is received. In the event that a FOIA request is received and an agreement on the applicability of an exemption has not been reached, the State agrees to provide WVI with notice of the FOIA request to allow WVI an opportunity to take action necessary to enjoin disclosure.
- b. **Limitations on Confidential Information.** The parties also understand that there is no exemption from the Act for "Confidential" information. Any records identified only as confidential will not be withheld from disclosure. Similarly, marking entire documents as exempt from disclosure without adequate justification and identification of the applicable exemption will not be honored.
- c. **Contract Documents.** The parties also understand and agree that the Contract documents will be disclosed to the public in accordance with Term 31 of the General Terms and Conditions entitled "YOUR SUBMISSION IS A PUBLIC DOCUMENT", which was released with the solicitation.
- d. **FOIA Exemption.** The State acknowledges that WVI believes its Software (including object and source code listings) is Exempt Information and will notify WVI of any FOIA request for its Software (including object and source code listings) prior to disclosing it.
- e. **Indemnification.** WVI agrees to indemnify and defend the State against any loss attributable to an exemption from disclosure that the State asserts in response to a FOIA request relating to this Contract, including but not limited to attorney's fees for the State and the requesting entity.
- f. **Vendor Exempt Information.** The State agrees not to disclose or produce any of the Vendor's Exempt Information, provided that (1) the State agrees the information identified qualifies as Exempt Information as described in subparagraph a, or (2) WVI has initiated a legal proceeding to enjoin the disclosure of the information. Notwithstanding the foregoing, nothing contained herein is intended to reduce or restrict the State's ownership or licensing of Work Product as described and agreed to in Section 5.9 of the Request for Proposal and subsequent response by WVI.

- g. **Use by Successor.** In the event of transition of the State Portal services from Vendor to another company or the State, Vendor shall deliver such records that constitute State records and other Vendor materials as provided by the terms of this Contract. Any such transfer and disclosure will not, by itself, cause any such records which constitute Vendor Exempt Information to lose their protected status hereunder. In the event of any such transition, the Vendor Exempt Information shall not be disclosed unless the successor contractor or the State agrees to sign a confidentiality agreement in form satisfactory to Vendor, which requires the successor contractor or the State to treat all of Vendor's Exempt Information as confidential and trade secrets of Vendor. Use of Vendor's Exempt Information by a successor contractor or the State is limited to use required in the transition and operation of the State Portal.
 - h. The provisions of the Contract regarding Vendor's Exempt Information shall survive termination or expiration of this Contract.
2. **Vendor Liability.** Notwithstanding anything to the contrary set forth in the Contract or incorporated by reference into the Contract, and to the extent permitted by applicable law, the Parties agree as follows:
 - a. Under no circumstances shall either party be liable to the other for any indirect, special, consequential, or punitive damages.
 - b. In no event shall Vendor have any liability to the State in connection with this Contract, unless caused by Vendor's (i) breach of contract, (ii) negligence or intentional misconduct in performing services under the Contract, or (iii) failure to comply with applicable law.
 - c. It is agreed that the Vendor's total contract liability shall not exceed two times net revenue received by the Vendor under this Contract in the previous twelve-month period. Vendor's tort liability for direct damages shall remain uncapped in accordance with State law and Section 13 of Form WV-96 "Agreement Addendum."
 - d. In no event shall Vendor be liable for any claim, suit, loss or damage, if the same arises from or is based upon any act or omission of, or was otherwise caused or induced by the State, any other governmental body, any of the State's agents, other vendors of the State or any third party, other than affiliates or third-party subcontractors of the Vendor.
3. **Limited Warranty.** Except for the express warranties provided in this Contract, Vendor makes no other warranties, express or implied, relating to any services, deliverables or software furnished or provided to the State under this Contract. Vendor specifically disclaims the implied warranties of merchantability and fitness for a particular purpose.
4. **Force Majeure.** Vendor shall not be responsible for delays or failures in performance, or for portal unavailability, caused directly or indirectly, by fire, flood, elements of nature or acts of God, third-party labor disruptions, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, quarantines, embargoes and other governmental action, state-caused outages due to its servers, or database unavailability or overutilization, unavailability of the Internet, utilities, or any other causes beyond the reasonable control of West Virginia Interactive.
5. **Vendor's Cure.** The State agrees to give the Vendor notice of any failure to carry out its responsibilities under this Contract and a cure period of at least thirty (30) days.
6. **Termination by Vendor.** Vendor shall have the right to terminate this Contract for cause, subject to cure, by providing written notice of termination to State. Such notice shall specify the time, the specific provision of this Contract or "for cause" reason that gives rise to the termination. For purposes of the paragraph, the following shall constitute adequate cause for termination of the Contract by Vendor: (i) any material breach by State of the terms or conditions of this Contract

modify or enhance the Portal Software, as required to provide government services and information through the Portal, including, access to or completion of e-government transactions, such as license applications and renewals, with government agencies and departments by users of the Portal (the "Permitted Uses"); and (v) allow end users access to the functions of the Portal Software (but not the source code) through the Portal solely for Permitted Uses.

If the Contract is terminated by the State prior to the end of the term of the Contract for any reason other than material uncured default of the Vendor, then the Vendor shall make the Portal Software available for license by the State upon payment of a mutually agreed to license fee and execution of a mutually agreed to license agreement.

The license to be granted will include the right of the State to allow government agencies and departments to provide information and services through the Portal using the Portal Software. Counties, schools, municipal and other governmental bodies and political subdivisions of the State may not receive a separate license to operate a separate portal using the Portal Software unless a separate license agreement is entered into between such separate political subdivision and Vendor.

Following expiration or termination of this Contract, Vendor will have no responsibility or liability for the maintenance, updates or modifications to the Portal Software, and shall not be responsible for any changes to the Portal Software or the environment upon which it is run made by the State or by its authorized contractors or otherwise.

All intellectual property rights contained in the Portal Software, and source code, including all concepts, ideas, methods, methodologies, procedures, processes, know-how shall be the sole property of the Vendor. The Vendor reserves all rights not expressly licensed to the State under this Contract. Any and all copies of the Portal Software or the source code made by the State shall bear Vendor's notice of copyright, and other restrictive legends. The Parties agree that if the State or any authorized contractor makes any modifications or enhancements to the Portal Software which includes any such intellectual property of Vendor, the State's right to use such modifications or enhancements, shall be the same as the rights and limitations to use the Portal Software for the Permitted Uses.

"Electronic Services" mean services provided through hardware, software and network infrastructure hosted by Vendor or any of its affiliates, including to authorize and capture credit and debit cards for payments, to process all other forms of Electronic Funds Transfer, and to manage the registration of Users and the online transaction logging data, and the billing and collection of funds, for Portal users of fee services. It includes such other online services as may be from time to time developed by Vendor or its affiliates outside of this contract and made available to the State through Vendor.

8. **Limited Agency.** On any occasion that the Vendor receives money from members of the public for transfer to the State (which shall include any West Virginia county or political subdivision for purposes of this paragraph) in connection with the Vendor's services, the Vendor receives and transfers such money on behalf of the State. Nothing in this paragraph prejudices any remedies that the State may have against the Vendor. For purposes of this paragraph, "money" includes currency and anything of value that substitutes for money.
9. **PCI DSS Compliance.** To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI DSS") in effect and as may be amended from time to time during the term of this Contract. The parties acknowledge that each party is responsible for the security of cardholder data in its possession.

The parties agree to maintain a list of which PCI DSS requirements are managed by Vendor and which requirements are the responsibility of the State. As the operator of the swipe devices, the State agency operating the device shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the swipe devices, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.

10. **WV-96 AGREEMENT ADDENDUM.** All provisions contained in the WV-96 Agreement Addendum, attached hereto as Exhibit A and incorporated herein by reference, shall control and take priority over any other conflicting provisions contained in the Contract.

Vendor

By: *[Signature]*
Its: General Manager -WVI
Date: 7-29-2016

Office of Technology

By: *[Signature]*
Its: CFO
Date: 7/29/2016

WV Attorney General's Office
(As To Form)

By: *[Signature]*
Its: Sr. Deputy Attorney General
Date: 8-2-16

WV Purchasing Division

By: *[Signature]*
Its: Bruce Sproun
Date: 8/2/16

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor.
5. **PAYMENT** - Any reference to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATIONS** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
22. **DELIVERY** - All deliveries under the agreement will be FOB destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: Office of Technology
Signed: [Signature]
Title: Inst. T. McAllister
Date: 7/29/2016

VENDOR

Company Name: West Virginia Interactive, LLC
Signed: [Signature]
Title: General Manager
Date: 7/29/2016

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Attachment C

Section 6 – Evaluation

Cost information below as detailed in the Request for Proposal and submitted in a separate sealed envelope. Cost should be clearly marked.

eGovernment Applications

The table "Category 1: Existing Inventory of Applications" below must be used to provide per transaction costs for the Customer Fee Services and Agency Fee Services based on the inventory of existing applications transaction volume.

Agency Fee Service: Service is provided through the portal at no additional cost to the citizen or business as compared to the service being provided through traditional means. The Agency requesting the service will be billed by the Vendor for each transaction. For example, citizens pay \$100 to the Board of Accountancy to renew an Accountant License whether they do it online or through traditional means. The cost of putting the service online was not passed on to the citizen. The Board of Accountancy pays the current Vendor a fee per transaction. With some applications there is no cost to the citizen, the cost is borne entirely by the Agency or the Vendor.

Customer Fee Service: Service is provided through the portal with the some or all of the cost of the online service passed along to the citizen or business so that the customer pays a fee over and beyond the State fee for the ability to conduct business with the State online. For example, citizens pay \$31 to renew a Vehicle Registration through the Portal or \$30 to renew through the mail or at a local DMV Office. The differential, \$1, is remitted to the current Vendor to recover the cost of providing the online service.

Category 1: Existing Inventory of Applications

The numbers shown in this table are historical and are not a guarantee of volume.

Agency	Service	Current Fee Designation	2014* Transaction Count <u>Col. A</u>	Vendor Fee per transaction <u>Col. B</u>	Total =A*B <u>Col. C</u>
EXAMPLE Division of Motor Vehicles	Self Service - Vehicle Registration Renewal	Customer Fee		75	
Division of Motor Vehicles	Self Service - Duplicate Handicap Placard	Customer Fee		\$1.00	
Board of Accountancy	Custom Data Search	Customer Fee		\$25.00	

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Agency	Service	Current Fee Designation	2014* Transaction Count <u>Col. A</u>	Vendor Fee per transaction <u>Col. B</u>	Total =A*B <u>Col. C</u>
Division of Motor Vehicles	Vehicle Registration System Fax Full Filing	Customer Fee		\$5.50	
Board of Accountancy	License Verification	Customer Fee		\$2.00	
Board of Accountancy	Bulk Data Download	Customer Fee		\$50.00	
State Fire Marshal	Fire-Safe Cigarette Application Renewal	Agency Fee		\$100.00	
Secretary of State	Uniform Commercial Code Bulk Data Monthly Update	Agency Fee		\$441.00	
Division of Natural Resources	Wonderful WV Magazine Digital Publication	Agency Fee		\$400.00	
Division of Natural Resources	Fishing Tournament Registration	Agency Fee		\$6.00	
Division of Motor Vehicles	Undisclosed Monitoring Minimum	Customer Fee		\$1,000.00	
Board of Accountancy	Individual Authorization Renewal	Customer Fee		\$2.00	
Board of Professional Surveyors	Surveyor Conference Registration	Customer Fee		\$2.00	
State Police	SIRN Registration	Agency Fee		\$2.00	
Association of Counties	Conference Registration	Agency Fee		\$2.00	
Division of Motor Vehicles	Vehicle Registration System Fax Express	Customer Fee		\$5.50	
Prosecuting Attorneys Institute	Conference Registration	Agency Fee		\$1.00	
Board of Nursing	Nursing APRN Application	Agency Fee		\$2.00	

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Agency	Service	Current Fee Designation	2014* Transaction Count <u>Col. A</u>	Vendor Fee per transaction <u>Col. B</u>	Total =A*B <u>Col. C</u>
Board of Professional Surveyors	Surveying Firm Certificate of Authorization Renewal	Agency Fee		\$2.00	
Board of Accountancy	Firm Permit Renewal	Agency Fee		\$2.00	
Secretary of State	Business Entity List Service Search	Customer Fee		\$15.00	
Division of Motor Vehicles	Vehicle Registration System Emergency Tags	Customer Fee		\$0.50	
Real Estate Division	Capital Parking Ticket Payments	Customer Fee		\$1.00	
Division of Motor Vehicles	Conviction Monitoring 6-month	Customer Fee		\$0.24	
Division of Natural Resources	Wonderful WV Magazine Digital Subscription	Customer Fee		\$2.00	
Board of Professional Surveyors	Surveyor License Renewal	Agency Fee		\$2.00	
Board of Nursing *	Nursing Prescriptive Authority Renewals	Agency Fee		\$2.00	
Division of Motor Vehicles	Self Service - Driver's License Reinstatements	Customer Fee		\$2.00	
Secretary of State	Uniform Commercial Code Searches	Agency Fee		\$2.00	
Division of Motor Vehicles	Individual Temporary Trip Permit	Customer Fee		\$10.00	
Board of Accountancy	Accountant License Renewal	Agency Fee		\$2.00	
Tax Department	Delinquent Citation Collection	Customer Fee		\$2.00	
Division of Motor Vehicles	Driver Operator Records - Individual	Customer Fee		\$4.00	

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Agency	Service	Current Fee Designation	2014* Transaction Count <u>Col. A</u>	Vendor Fee per transaction <u>Col. B</u>	Total =A*B <u>Col. C</u>
Division of Motor Vehicles	Self Service - Duplicate Documents	Customer Fee		\$1.00	
Division of Motor Vehicles	Vehicle Registration System ATV Titles	Customer Fee		\$0.50	
Secretary of State	Business Entity List Service Record	Customer Fee		\$2.00	
Secretary of State	Secretary of State Business Registrations	Agency Fee		\$1.00	
Children's Health Insurance Program	CHIP Premium Plan Payment	Agency Fee		\$1.00	
Division of Motor Vehicles	Bulk Temporary Trip Permit	Customer Fee		\$10.00	
Secretary of State	Uniform Commercial Code Filings	Agency Fee		\$2.00	
Tax Department	Tax Business Registrations	Agency Fee		\$1.00	
Division of Motor Vehicles	Conviction Monitoring 12-month	Customer Fee		\$0.48	
Department of Health and Human Resources	Child Support Direct	Customer Fee		\$1.00	
Division of Motor Vehicles	Vehicle Registration System Express Tags	Customer Fee		\$2.00	
Division of Motor Vehicles	Self Service - Vehicle Registration Renewal	Customer Fee		\$1.00	
Local Government	Local Payment Processing	Customer Fee		\$1.00	
WorkForce West Virginia	Employer Online Contribution Filing	Agency Fee		\$1.25	
Secretary of State	Annual Report Filings	Agency Fee		\$1.00	

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Agency	Service	Current Fee Designation	2014* Transaction Count <u>Col. A</u>	Vendor Fee per transaction <u>Col. B</u>	Total =A*B <u>Col. C</u>
Division of Motor Vehicles	Vehicle Registration System Full Filing	Customer Fee		\$2.00	
Secretary of State	Business Entity List Service Record	Customer Fee		\$0.03	
Division of Motor Vehicles	Undisclosed Monitoring Additional	Customer Fee		\$0.02	
Division of Motor Vehicles	Conviction Monitoring 1-month	Customer Fee		\$0.04	
Category 1 Total (Sum entire column C)					

*In some cases a different year was used if the 2014 count was not considered to be representative.

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Category 2: New Customer Fee Service and Agency Fee Service Apps

Additional Transaction Fee Service applications will be requested of vendor during the course of this contract. Any additional application fees charged to the customer or the state for new applications created during the term of this contract will be billed in accordance with the chart completed below and will be based on the estimated number of transactions at the time the application is created.

Annual Transaction Volume A	Estimated # of New Applications at this Volume B	Charge Per Transaction C	Total =midpoint of A*B*C D
<u>Example</u> <u>1-999</u> <u>Midpoint = 500</u>		<u>\$1.00</u>	
<u>1-999</u> <u>Midpoint = 500</u>		<u>\$5.00</u>	
<u>1,000 – 9,999</u> <u>Midpoint = 5500</u>		<u>\$3.00</u>	
<u>10,000 – 99,999</u> <u>Midpoint = 55,000</u>		<u>\$2.00</u>	
<u>100,000 – 999,999</u> <u>Midpoint = 550,000</u>		<u>\$1.50</u>	
<u>1,000,000+</u> <u>Use 1,000,000</u>		<u>\$0.05</u>	
Category 2 Total (Sum entire column D)			

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Category 3: Subscription Based Services

<u>Column:</u>							
Agency	Service	Current Fee Designation	<u>A</u> 2014* Transaction Count	<u>B</u> Vendor Fee Per Transaction	<u>C</u> Subtotal = Col A * Col B	<u>D</u> Subscription Fee (Annually)	<u>E</u> Total = Col C + Col D
Example Secretary of State	Business Entity Bulk Data Full Database	Agency Fee		\$7,200		\$100	
Division of Motor Vehicles	Temporary DMV Bulk Data Service	Customer Fee		\$10,000		\$100	
Division of Motor Vehicles	Driver Operator Records - Interactive/ Bulk	Customer Fee		\$4.00		\$100	
Secretary of State	Business Entity Bulk Data Full Database	Agency Fee		\$7,200		\$100	
Secretary of State	Business Entity Bulk Data Monthly Update	Customer Fee		\$1,050		\$100	
Secretary of State	Uniform Commercial Code Full Database	Customer Fee		\$3,708		\$100	
Secretary of State	Uniform Commercial Code Bulk Data Monthly Update	Agency Fee		\$441		\$100	
Secretary of State	Uniform Commercial Code Bulk Images Full Database	Agency Fee		\$3,708		\$100	
Category 3 Total (Sum entire column E)							

* In some cases a different year was used if the 2014 count was not considered to be representative.

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Category 4: New Subscription Services

Additional Transaction Fee Service applications will be requested of vendor during the course of this contract. Any additional application fees charged to the customer or the state for new applications created during the term of this contract will be billed in accordance with the chart completed below and will be based on the estimated number of transactions at the time the application is created.

THE VENDOR MUST REBATE TO THE WVOT 5% OF ALL REVENUE DERIVED FROM CUSTOMER CHARGES. THESE ARE THE CHARGES TO END USER CUSTOMERS SUCH AS LEXUS NEXUS. THE REBATE DOES NOT APPLY TO REVENUE FROM STATE AGENCIES.

Annual Transaction Volume A	Estimated # of New Applications at this Volume B	Charge Per Transaction C	Total =A*B*50,000 or A*B*100,000 Per first column D
1-100,000 (Use 50,000 for calculation)		\$1.00	
100,000+ (Use 100,000 for calculation)		\$1.00	
Category 4 Subtotal (Sum entire column D)			
Subscription Fee Annually		\$100.00	
Category 4 Subtotal (Subtotal + Subscription Fee total)			

Category 5: eGovernment Hosting Services

The numbers shown in this table are historical and are not a guarantee of volume. A current example is the hosting of the Department of Commerce website.

Classification	Estimated Quantity In GB A	Rate Per GB B	Total=A*B C
Website hosting		\$8.15	
Sharepoint Storage		\$8.00	
Category 5 Total (Sum entire column C)			

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Category 6: eGovernment Time and Materials**

The numbers shown in this table are historical and are not a guarantee of volume. The State of West Virginia may also request services provided on a time and materials basis with proposed labor rates as agreed to by the State and the Vendor for e-Government application development and e-Government application hosting services. These services are discretionary projects or on-demand work that the State may request as needed. These projects may include, but not limited to the development of new e-Government applications, enhancement of existing applications, website design or development. The vendor will not provide staff augmentation services. No guarantee of use is provided for these services.

Classification	2013 Totals	Estimated Units A	Rate per unit B	Total=A*B C
Web Development	1,135 hours		\$94.00	
Website Content Management	15 hours		\$50.00	
Logo Design	1 design		\$1,000	
Category 5 Total (Sum entire column C)				

**Note the above time and materials services will only be used on projects that are approved by the Portal Board for development under this contract.

Summary of Costs

Category 1 Total from above	
Category 2 Total from above	
Category 3 Total from above	
Category 4 Total from above	
Category 5 Total from above	
Category 6 Total from above	
Grand Total (Basis for Cost Evaluation)	