

The following documentation is an electronicallysubmitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

MOASIS	Jump to: FORMS 🟦 Go 👘 Home 🌽 Personalize 👔 Accessibility 🔃 App Help 🌾 Abou
ome, Lu Anne Cottrill	Procurement Budgeting Accounts Receivable Accounts Payable
citation Response(SR) Dept: 0802 ID: ESR04181700000005028 Ver.: 1 Fund	ction: New Phase: Final Modified by batch , 05/03/2017
Header @ 7	
neader @/	
	🗮 List View
General Information Contact Default Values Discount Document Information	ation
Procurement Folder: 257829	SO Doc Code: CRFQ
Procurement Type: Central Master Agreement	SO Dept: 0802
Vendor ID: VS0000010380	SO Doc ID: DMV170000002
Legal Name: Valid uSA - Identity Solutions	Published Date: 4/25/17
Alias/DBA:	Close Date: 5/3/17
Total Bid: \$14,678,736.00	Close Time: 13:30
Response Date: 05/03/2017	Status: Closed
Response Time: 11:01	Solicitation Description: Addendum No. 8 Drivers License and ID Card
	Total of Header Attachments: 7
	Total of All Attachments: 7



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

## State of West Virginia Solicitation Response

roc Type : Control Monto		
roc Type : Central Maste	er Agreement	
Solicitation Closes	Solicitation Response	Version
2017-05-03	SR 0802 ESR04181700000005028	1
	Solicitation Closes	Solicitation Closes Solicitation Response   2017-05-03 SR 0802 ESR04181700000005028

VS0000010380				
Valid uSA - Identity Solutions				
Solicitation Number: CRFQ	0802 DMV170000002	2		
Total Bid : \$14,678,736.00	Response Date:	2017-05-03	Response Time:	11:01:20

Comments: Valid USA, Inc.'s standard payment terms are Net thirty (30) days.

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 s	olicitation	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Driver's License and Identification Cards	4000000.0	0000 <b>E</b> A	\$2.790000	\$11,160,000.00
Comm Code	Manufacturer	Specification	n	Model #	
55121802					
Extended Des	scription : Driver's License and ID C Estimated usage over a te Cost per card.	ard production. en (10) year pe	riod.		

**Comments:** Same Day delivery for Over the Counter cards.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Drivers License and Identification Cards	1000000.00	000 <b>(E</b> A	\$3.240000	\$3,240,000.00
Comm Code	Manufacturer	Specification		Model #	
55121802					
Extended Description : Drivers License and ID Card production. Estimated usage over a ten (10) year period. Cost per card.					

**Comments:** Two day delivery to USPS mailstream, after initial three day hold period.

Line	Comm Ln [	Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Hourly Pro	gramming	400.00000	HOUR	\$62.200000	\$24,880.00
Comm Code	Mar	nufacturer	Specification		Model #	
81111511						
Extended Des	scription :	Hourly programming rate. Estimated yearly quantity. Year One.				

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Hourly Programming	400.00000	HOUR	\$63.750000	\$25,500.00
Comm Code	Manufacturer	Specification		Model #	
81111511					
Extended De	scription : Hourly programming rate. Estimated yearly usage Year Two.				

**Comments:** Delivery days will be determined by individual project. "1" day is not a commitment; rather a place holder.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Hourly Programming	400.00000	HOUR	\$65.350000	\$26,140.00
Comm Code	Manufacturer	Specification		Model #	
81111511					
Extended De	scription : Hourly programming rate. Estimated yearly usage. Year Three.				

**Comments:** Delivery days will be determined by individual project. "1" day is not a commitment; rather a place holder.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Hourly Programming	400.00000	HOUR	\$66.980000	\$26,792.00
Comm Code	Manufacturer	Specification		Model #	
81111511		-			
Extended Des	scription : Hourly programming rate. Estimated yearly usage. Year Four.				

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Hourly Programming	400.00000	HOUR	\$68.660000	\$27,464.00
Comm Code	Manufacturer	Specification		Model #	
81111511					
Extended Dea	scription : Hourly programming rate. Estimated yearly usage. Year Five.				

**Comments:** Delivery days will be determined by individual project. "1" day is not a commitment; rather a place holder.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Hourly Programming	400.00000	HOUR	\$70.370000	\$28,148.00
Comm Code	Manufacturer	Specification		Model #	
81111511					
Extended De	scription : Hourly programming rate. Estimated yearly usage. Year Six.				

**Comments:** Delivery days will be determined by individual project. "1" day is not a commitment; rather a place holder.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Hourly Programming	400.00000	HOUR	\$72.130000	\$28,852.00
Comm Code	Manufacturer	Specification		Model #	
81111511					
Extended Des	scription : Hourly programming rate. Estimated yearly usage. Year Seven.				

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Hourly Programming	400.00000	HOUR	\$73.940000	\$29,576.00
Comm Code	Manufacturer	Specification		Model #	
81111511					
Extended Dea	scription : Hourly programming rate. Estimated yearly usage. Year Eight.				

**Comments:** Delivery days will be determined by individual project. "1" day is not a commitment; rather a place holder.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Hourly Programming	400.00000	HOUR	\$75.780000	\$30,312.00
Comm Code	Manufacturer	Specification		Model #	
81111511					
Extended Description : Hourly programm Estimated yearly Year Nine, first of Change Order a		sage.	tiated by Age West Virginia	ncy request, agre a Purchasing Div	eed to by the Vendor and processed as a ision.

**Comments:** Delivery days will be determined by individual project. "1" day is not a commitment; rather a place holder.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Hourly Programming	400.00000	HOUR	\$77.680000	\$31,072.00
Comm Code	Manufacturer	Specification		Model #	
81111511					
Extended Description : Hourly programming rate. Estimated yearly usage. Year Ten. second optional renewal ,will be initiated by Agency request, agreed to by the Vendor and processed as Change Order authorized as issued by the West Virginia Purchasing Division.					greed to by the Vendor and processed as a sion.

**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.

tor Michael

(Name, Title)

(Printed Name and Title)

(Address)

(Phone Number) / (Fax Number)

(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

(Company)

Michael Fox

(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number) (Fax Number)

request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 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.

<b>Contract Manager:</b>		
<b>Telephone Number:</b>		
Fax Number:		 
Email Address:		



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

	Proc Folder: 257829				
1	Doc Description: Addendum No. 8 Drivers License and ID Card				
1	Proc Type: Central Master Agreement				
Date Issued	Solicitation Closes	Solicitation No	Version		
2017-04-25	2017-05-03 13:30:00	CRFQ 0802 DMV170000002	9		

BID RECEIVING LOCATION		
BID CLERK		
DEPARTMENT OF ADMINISTRATION		
PURCHASING DIVISION		
2019 WASHINGTON ST E		
CHARLESTON	WV	25305
US		

#### VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER					
Melissa Pettrey					
(304) 558-0094					
melissa.k.pettrey@wv.gov					
Signature X Michael 70		DATE			
Signature X / / · · · · ·	FEIN #	DATE			
All offers subject to all terms and conditions contained in this solicitation					

#### Addendum

Addendum No. 8 issued to publish and distribute the attached information to the vendor community.

#### Central Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Motor Vehicles (WVDMV), for an Open-End Contract for a license and credential issuance system per the bid requirements, specifications, and terms and conditions that are a part of this solicitation and attached hereto.

INVOICE TO		SHIP TO		
MANAGER		MANAGER		
DIVISION OF MOTOR VEI	HICLES	DIVISION OF MOTOR VE	HICLES	
PURCHASING/ACCOUNT	S PAYABLE	PURCHASING/ACCOUN	TS PAYABLE	
1317 HANSFORD ST		1317 HANSFORD ST		
CHARLESTON	WV25301	CHARLESTON	WV 25	301
US		US		
Line Comm Ln Des	c Q	ty Unit Issue	Unit Price	Total Price

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Driver's License and Identification Cards	4000000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
55121802			

#### **Extended Description :**

Driver's License and ID Card production. Estimated usage over a ten (10) year period. Cost per card.

INVOICE TO		SHIP TO		
MANAGER		MANAGER		
DIVISION OF MOTOR VEHICLES		DIVISION OF MOTOR VEHICLES		
PURCHASING/ACCOUNTS PAYABLE		PURCHASING/ACCOUNTS PAYABL	E	
1317 HANSFORD ST		1317 HANSFORD ST		
CHARLESTON	WV25301	CHARLESTON	WV 25301	
US		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	This line has been de-activated. Do not enter information.				

Comm Code	Manufacturer	Specification	Model #	
81111511				

#### Extended Description :

This line has been de-activated. Do not enter information.

INVOICE TO			SHIP TO			
MANAGER			MANAGER			
DIVISION O	F MOTOR VEHICLES		DIVISION OF MOTOR VEHICLES			
PURCHASI	NG/ACCOUNTS PAYABLE		PURCHASING/ACCOUNTS	S PAYABLE		
1317 HANS	FORD ST		1317 HANSFORD ST			
CHARLEST	ON WV25301		CHARLESTON	WV 25	301	
US			US			
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price	
3	Drivers License and Identification Cards	1000000.0000			Total Tille	
Comm Code	Manufacturer	Specif	ication	Model #		
55121802						
Extended Des	scription :					
Drivers Licen Estimated us Cost per care	se and ID Card production. age over a ten (10) year period. I.					

INVOICE TO		SHIP TO	
MANAGER		MANAGER	
DIVISION OF MOTOR VEHICLES		DIVISION OF MOTOR VEHICLES	
PURCHASING/ACCOUNTS PAYABLE		PURCHASING/ACCOUNTS PAYABL	E
1317 HANSFORD ST		1317 HANSFORD ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Hourly Programming	400.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
81111511				

### Extended Description :

Hourly programming rate. Estimated yearly quantity. Year One.

INVOICE TO	SHIP TO
MANAGER	MANAGER
DIVISION OF MOTOR VEHICLES	DIVISION OF MOTOR VEHICLES
PURCHASING/ACCOUNTS PAYABLE	PURCHASING/ACCOUNTS PAYABLE
1317 HANSFORD ST	1317 HANSFORD ST
CHARLESTON WV25301	CHARLESTON WV 25301
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Hourly Programming	400.00000	HOUR		
Comm Code	Manufacturer	Specifica	tion	Model #	

81111511

01111011

#### **Extended Description :**

Hourly programming rate. Estimated yearly usage Year Two.

INVOICE TO	SHIP TO
MANAGER	MANAGER
DIVISION OF MOTOR VEHICLES	DIVISION OF MOTOR VEHICLES
PURCHASING/ACCOUNTS PAYABLE	PURCHASING/ACCOUNTS PAYABLE
1317 HANSFORD ST	1317 HANSFORD ST
CHARLESTON WV25301	CHARLESTON WV 25301
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Hourly Programming	400.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
81111511				

#### **Extended Description :**

Hourly programming rate. Estimated yearly usage. Year Three.

INVOICE TO		SHIP TO	
MANAGER		MANAGER	
DIVISION OF MOTOR VEHICLES		DIVISION OF MOTOR VEH	HICLES
PURCHASING/ACCOUNTS F	PAYABLE	PURCHASING/ACCOUNTS	S PAYABLE
1317 HANSFORD ST		1317 HANSFORD ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Hourly Programming	400.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
81111511				

#### **Extended Description :**

L

Hourly programming rate. Estimated yearly usage. Year Four.

INVOICE TO				SHIP TO			
MANAGER				MANAGER			
	OF MOTOR VEHICLES			DIVISION OF MOTOR	VEHICLES		
	ING/ACCOUNTS PAYAB			PURCHASING/ACCOU			
1317 HANS				1317 HANSFORD ST			
CHARLEST	ΓΟΝ	WV25301		CHARLESTON	WV 2	:5301	
US				US			
				00			
Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price	
8	Hourly Programming		400.00000	HOUR			
	, , , , , , , , , , , , , , , , , , , ,						
Comm Code	Manufacturer		Specif	ication	Model #		
81111511	Wallulacture		Speci		Wodel #		
Extended De	escription :						
Hourly progr	ramming rate.						
Estimated ye Year Five.	early usage.						
Teal Five.							
<b>INVOICE TO</b>				SHIP TO			
MANAGER				MANAGER			
	OF MOTOR VEHICLES			DIVISION OF MOTOR	VEHICLES		
	ING/ACCOUNTS PAYAB	LE		PURCHASING/ACCOU			
1317 HANS					-		
	BFORD 31			1317 HANSFORD ST			
CHARLEST	ΓΟΝ	WV25301		CHARLESTON	WV 2	25301	
US				US			
Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price	
9	Hourly Programming		400.00000	HOUR			
Comm Code	Manufacturer	•	Specif	ication	Model #		
81111511							
Extended De							
Hourly progr Estimated ye	ramming rate.						
Year Six.	early usage.						
							_
INVOICE TO				SHIP TO			
MANAGER				MANAGER			
DIVISION	OF MOTOR VEHICLES			DIVISION OF MOTOR	VEHICLES		
PURCHASI	ING/ACCOUNTS PAYAB	LE		PURCHASING/ACCOU	NTS PAYABLE		
1317 HANS	FORD ST			1317 HANSFORD ST			
CHARLEST	ΓΟΝ	WV25301		CHARLESTON	WV 2	25301	

US

US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Hourly Programming	400.00000	HOUR		
Comm Code	Manufacturer	Specificat	lion	Model #	

### **Extended Description :**

81111511

Hourly programming rate. Estimated yearly usage. Year Seven.

INVOICE TO		SHIP TO		
MANAGER		MANAGER		
DIVISION OF MOTOR VEHICLES		DIVISION OF MOTOR VEHICLES		
PURCHASING/ACCOUNTS PAYABL	.E	PURCHASING/ACCOUNTS PAYABL	E	
1317 HANSFORD ST		1317 HANSFORD ST		
CHARLESTON	WV25301	CHARLESTON	WV 25301	
US		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Hourly Programming	400.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
81111511				

#### **Extended Description :**

Hourly programming rate. Estimated yearly usage. Year Eight.

INVOICE TO		SHIP TO	
MANAGER		MANAGER	
DIVISION OF MOTOR VEHICLES		DIVISION OF MOTOR VEHICLES	
PURCHASING/ACCOUNTS PAYABI	E	PURCHASING/ACCOUNTS PAYABL	E
1317 HANSFORD ST		1317 HANSFORD ST	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Hourly Programming	400.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
81111511				

#### **Extended Description :**

Hourly programming rate. Estimated yearly usage. Year Nine, first optional renewal ,will be initiated by Agency request, agreed to by the Vendor and processed as a Change Order authorized as issued by the West Virginia Purchasing Division.

INVOICE TO			SHIP TO		
MANAGER			MANAGER		
DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE			DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE		
1317 HANSFORD ST			1317 HANSFORD ST		
CHARLEST	ON	WV25301	CHARLESTON	WV 25	301
US			US		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Hourly Programming	400.00000	HOUR		
Comm Code	Manufacturer	Specif	ication	Model #	
81111511					

#### **Extended Description :**

Hourly programming rate. Estimated yearly usage. Year Ten. second optional renewal ,will be initiated by Agency request, agreed to by the Vendor and processed as a Change Order authorized as issued by the West Virginia Purchasing Division.

SCHEDULE OF EVENTS				
Line	<u>Event</u>	Event Date		
1	Mandatory Pre-bid Meeting @ 1:30 P.M.	ST2017-02-23		
2	Quesiton Deadline @ 10:00 A.M. EST	2017-03-06		

	Document Phase	Document Description	Page 8
DMV170000002	Final	Addendum No. 8 Drivers License and ID	of 8
		Card	

# ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

# **Exhibit A: Cost Sheet**

REVISED April 10, 2017

			Unit of		
Item		Unit Cost	Measure	<b>Estimated Quantity</b>	Extended Cost
1	Over The Counter Issuance, Cost Per Ca	ard 2.79	Cost Per Card	4,000,000	\$11,160,000.00
2	Central Issuance, Cost Per Card	3.24	Cost Per Card	1,000,000	\$3,240,000.00
	Hourly Programming Rate				
3	Year One	62.20	Per Hour	400	\$24,880.00
4	Year Two	63.75	Per Hour	400	\$25,500.00
5	Year Three	65.35	Per Hour	400	\$26,140.00
6	Year Four	66.98	Per Hour	400	\$26,792.00
7	Year Five	68.66	Per Hour	400	\$27,464.00
8	Year Six	70.37	Per Hour	400	\$28,148.00
9	Year Seven	72.13	Per Hour	400	\$28,852.00
10	Year Eight	73.94	Per Hour	400	\$29,576.00
11	Year Nine	75.78	Per Hour	400	\$30,312.00
12	Year Ten	77.68	Per Hour	400	\$31,072.00
	Total Bid Amount				\$14,678,736.00

The Estimated Quantity for items one (1) and two (2) are based on estimated usage over ten (10) years. Cost for items one (1) and two (2) are to be a firm and fixed price for the length of the contract. Vendor should not alter pricing page and should fill out pricing page in its entirety. 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 may result in disqualification of bid submittal.

## ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DMV1700000002

**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 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.

Company				
	Michael Fox			
	I flowing to I			

Authorized Signature

Date

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

# STATE OF WEST VIRGINIA Purchasing Division PURCHASING AFFIDAVIT

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

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

#### **DEFINITIONS:**

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

### WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Valid USA, Inc.	_	
Authorized Signature: Mulpart	ky	Date: April 13, 2017
State of _Illinois		
County of <u>DuPage</u> , to-wit:		
Taken, subscribed, and sworn to before me this 3 d	ay of April	, 2017.
My Commission expires June 5 <sup>th</sup>	, 20 <u>\7</u> .	
AFFIX SEAL HERE	NOTARY PUBLIC	Juna Pent
"OFFICIAL SEAL." Lana Parashchak Notary Public, State of Illinois My Commission Expires 6/05/2017		<b>Purchasing Affidavit</b> (Revised 08/01/2015)

# <u>Exhibit D</u> <u>PII Acknowledgement</u>

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

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

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

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

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

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

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

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

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

The Vendor will follow the notification requirement if it discovers that information or services provided under this Agreement have been disclosed or are being used in violation of the federal Driver Privacy Protection Act, the West Virginia Records Disclosure Act, the federal Privacy Act of 1974 or any other state or federal laws. The Vendor shall also immediately notify the WVDMV within 24 hours by telephone at 304.558.2723 and by facsimile machine at 304.558.1987 as well as the West Virginia Office of Technology at 304.558.9966 or 877.558.9966 if it discovers that personal information provided under this Agreement have been disclosed or are being used in violation of the Agreement, or state or federal laws;

AGREED:

Michael Fox Printed Name Simature

VP, Chief Commercial Officer ID Title April 13, 2017

Date