



# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

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

## Header 9

List View

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

Procurement Folder: 257629

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: GEMALTO INC

Alias/DBA:

Total Bid: \$11,530,400.00

Response Date:

Response Time:

SO Doc Code: CRFQ

SO Dept: 0802

SO Doc ID: DMV1700000002

Published Date: 4/25/17

Close Date: 5/3/17

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 9

Total of All Attachments: 9



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Driver's License and Identification Cards	4000000.00000	EA	\$2.180000	\$8,720,000.00

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.

**Comments:** CRFQ DMV17-2 dmvLICENSE Cost Sheet Final.xlsx final is joined to the documentation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Drivers License and Identification Cards	1000000.00000	EA	\$2.180000	\$2,180,000.00

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:** CRFQ DMV17-2 dmvLICENSE Cost Sheet Final.xlsx final is joined to the documentation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Hourly Programming	400.00000	HOUR	\$142.000000	\$56,800.00

Comm Code	Manufacturer	Specification	Model #
81111511			

**Extended Description :** Hourly programming rate.  
Estimated yearly quantity.  
Year One.

**Comments:** CRFQ DMV17-2 dmvLICENSE Cost Sheet Final.xlsx final is joined to the documentation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Hourly Programming	400.00000	HOUR	\$145.000000	\$58,000.00

Comm Code	Manufacturer	Specification	Model #
81111511			

**Extended Description :** Hourly programming rate.  
Estimated yearly usage  
Year Two.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Hourly Programming	400.00000	HOUR	\$148.000000	\$59,200.00

Comm Code	Manufacturer	Specification	Model #
81111511			

**Extended Description :** Hourly programming rate.  
Estimated yearly usage.  
Year Three.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Hourly Programming	400.00000	HOUR	\$151.000000	\$60,400.00

Comm Code	Manufacturer	Specification	Model #
81111511			

**Extended Description :** 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	\$155.000000	\$62,000.00

Comm Code	Manufacturer	Specification	Model #
81111511			

**Extended Description :** Hourly programming rate.  
Estimated yearly usage.  
Year Five.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Hourly Programming	400.00000	HOUR	\$159.000000	\$63,600.00

Comm Code	Manufacturer	Specification	Model #
81111511			

**Extended Description :** Hourly programming rate.  
Estimated yearly usage.  
Year Six.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Hourly Programming	400.00000	HOUR	\$163.000000	\$65,200.00

Comm Code	Manufacturer	Specification	Model #
81111511			

**Extended Description :** 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	\$167.000000	\$66,800.00

Comm Code	Manufacturer	Specification	Model #
81111511			

**Extended Description :** Hourly programming rate.  
Estimated yearly usage.  
Year Eight.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Hourly Programming	400.00000	HOUR	\$171.000000	\$68,400.00

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.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Hourly Programming	400.00000	HOUR	\$175.000000	\$70,000.00

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 a Change Order authorized as issued by the West Virginia Purchasing Division.



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

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

Proc Folder: 257829

Doc Description: Addendum No. 8 Drivers License and ID Card

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-04-25	2017-05-03 13:30:00	CRFQ 0802 DMV1700000002	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:**

Gemalto, Inc  
 Arboretum Plaza II  
 9442 Capital of TX HWY N, Suite 100  
 Austin, TX 78759  
 512-259-3900

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

FEIN # 52-1674023

DATE

*Apr. 126, 2017*

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



**ADDITIONAL INFORMATION:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Drivers License and Identification Cards	1000000.00000	EA		

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.

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

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

Comm Code	Manufacturer	Specification	Model #
81111511			

**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 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
7	Hourly Programming	400.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81111511			

**Extended Description :**

Hourly programming rate.  
 Estimated yearly usage.  
 Year Four.

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

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

Comm Code	Manufacturer	Specification	Model #
81111511			

**Extended Description :**  
Hourly programming rate.  
Estimated yearly usage.  
Year Five.

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

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

Comm Code	Manufacturer	Specification	Model #
81111511			

**Extended Description :**  
Hourly programming rate.  
Estimated yearly usage.  
Year Six.

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

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

Comm Code	Manufacturer	Specification	Model #
81111511			

**Extended Description :**

Hourly programming rate.  
Estimated yearly usage.  
Year Seven.

INVOICE TO		SHIP TO	
MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV25301 US		MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV 25301 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 DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV25301 US		MANAGER DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 1317 HANSFORD ST CHARLESTON WV 25301 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		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
13	Hourly Programming	400.00000	HOUR		

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 a Change Order authorized as issued by the West Virginia Purchasing Division.

**SCHEDULE OF EVENTS**

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

# SOLICITATION NUMBER: DMV170000002

## Addendum Number: 8

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The purpose of this addendum is to modify the solicitation identified as DMV1700000002 ("Solicitation") to reflect the change(s) identified and described below.

### Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

### Description of Modification to Solicitation:

1. To publish revisions, per the attached documentation.
2. The bid opening will be moved from 04/27/2017 to 05/03/2017 @ 1:30 P.M. DST

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

### Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# Attachment A



**Question:** WVDMV Office HARDWARE - In order to offer the State the best pricing as it relates to Equipment needs and Exhibit C, we would like the State to confirm that the term used in Section 3.1.4.2 CIS Credential Imaging Systems is synonymous with the ICW term used in Exhibit C. If so, please then confirm the vendor will be responsible for the hardware (both purchase and support) related only to the 36 ICWs with the exception of the webcams which will be number 203 for each window. If not, please explain and confirm the number of computers, etc. that the vendor will need to purchase and support.

**Answer:** CIS and ICW are not synonymous. To clarify, WVDMV has modified requirement 3.1.4.2.

The following requirement has been modified from:

**3.1.4.2** The Vendor shall be required to provide each WVDMV Office with the number of Credential Imaging Systems (CIS), as determined in Exhibit C, which includes; a personal computer (including mouse and keyboard), monitor, DL/ID validation device, signature pad, camera with backdrop, printers (two (2) for Over the counter credentials and one (1) temporary DL printer) and battery backup. The two (2) Over the Counter printers shall be configurable to allow both printers to work in tandem, or as primary/secondary, reducing laminate waste based on facility workload.

**To now read:**

**3.1.4.2** The Vendor shall be required to provide each WVDMV Office with the hardware to support the Credential Imaging Systems (CIS) solution, as defined in Exhibit C, consisting of the CSR Window and ICW locations. Each CSR Window will include one (1) web cam, while each ICW will include; a personal computer (including mouse and keyboard), monitor, DL/ID validation device, signature pad, camera with backdrop, printers (two (2) for Over the counter credentials and one (1) temporary DL printer) and battery backup. The two (2) Over the Counter printers shall be configurable to allow both printers to work in tandem, or as primary/secondary, reducing laminate waste based on facility workload.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DMV170000002**

**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)

<input checked="" type="checkbox"/> Addendum No. 1	<input checked="" type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input checked="" type="checkbox"/> Addendum No. 7
<input checked="" type="checkbox"/> Addendum No. 3	<input checked="" type="checkbox"/> Addendum No. 8
<input checked="" type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input checked="" type="checkbox"/> Addendum No. 5	<input type="checkbox"/> 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.

Gemalto, Inc.

Company

*Paul Berichy*

Authorized Signature

*April 26, 2017*

Date

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

WV CRFQ- GEMALTO COVER LETTER

Gemalto, Inc.  
9442 Capital of Texas Highway North  
STE 2-400  
Austin, TX. 78759-6426

Date: April 27, 2017

Ref: West Virginia (“WV”) Driver License/Identification CRFQ # 0802 DMV1700000002-(“RFQ”)

Dear RFQ Review Team Members:

Gemalto appreciates and welcomes the opportunity to respond to the 2017 West Virginia DWV (“DMV”) Request for Quotes or “CRFQ” # 0802 DMV1700000002 or (“RFQ”) issued February 10, 2017 and due May 3, 2017 at 1 pm EST. We are submitting our response to the RFQ as Gemalto believes it is that trusted partner and vendor who can best meet the RFQ requirements. We understand by WV law and in accordance with the terms of the RFQ that the lowest priced bidder wins.

## Overview

Gemalto is the contract vendor currently providing the WV DMV with its driver license/identification card issuance solution. Gemalto acquired the original contract vendor, Marquis Consulting Services, Inc. aka MIDS, in November 2014.

The DMV provides its customers with a choice of obtaining a driver license (DL) or State ID (ID) either: by issuing an over the counter non-federally compliant DL or ID; or, a compliant federal REAL ID - DL and ID - that is centrally issued and mailed to the customer. Since 2010, MIDS now part of Gemalto and its staff has met the needs of the DMV and its many customers. Whether it’s law enforcement, courts, other government entities, the business community and those who rely on the DMV, Gemalto is there to help meet the needs of the DMV and its customers. This makes Gemalto uniquely qualified among all WV DMV bidders submitting bids for this RFQ.

Gemalto’s proven performance in meeting the needs of the DMV coupled with its much expanded service and technology offerings is key to the DMV’s future success. As a world leader in providing secure identity solutions (see [www.gemalto.com](http://www.gemalto.com)), Gemalto will help ensure the successful continuation of WV DL/ID card issuance services for the DMV and its customers. In meeting the demands of various DMV customer service initiatives, Gemalto will continue to deliver what the WV RFQ calls for and much more. Gemalto continues to improve upon its current MIDS legacy card issuance solution to better meet the needs of the DMV’s customers.

## Gemalto understands

1. **The importance of reliability in serving our customers.** For DMV customers, it is knowing their new driver license or State ID will arrive in the mail several days later after they visit their local DMV office; self -service kiosk or renew online. For the DMV, it’s about meeting their project needs.

2. **Card integrity and security matter.** We understand the importance of producing, personalizing and designing cards so that it is very difficult and costly to produce fake or altered WV DL & ID cards.
3. **Continuous improvement is important to the DMV** and to have a proven secure card vendor like Gemalto that is committed to it.
4. **That its cards must be competitively priced and have significant security enhancements** and features in both their PET/PVC and polycarbonate cards.

The issuance of WV driver licenses and State IDs each business day is a mission critical business function that undoubtedly affects more WV residents and businesses on a daily basis than any other government service. People need to drive for work and for many non-discretionary reasons. How WV residents and businesses are served by the DMV also shapes their overall opinion of government in general - perhaps more than any other government provided service. Because of this, customer service has to be a timely, efficient and positive experience.

### Why Gemalto

Although lowest bid wins is the bottom line in this WV RFQ, other factors that are crucial to the DMV's continued success include:

1. **TRUST:** Gemalto is the most trust worthy to deliver on their promises. Why, because we've been the DMV's card vendor for nearly a decade. We've successfully transitioned to Gemalto more states and provinces in the past 10 years than any other secure card vendor in North America. Currently we provide services to ten (10) state DMVs; one (1) Canadian Province DMV (Quebec); and, are under contract with four new Canadian DMV customers (the Atlantic Provinces: Newfoundland, New Brunswick, Nova Scotia and Prince Edward Island).
2. **CONTINUITY:** That vendor continuity, good service and detailed knowledge of the DMV, its particular needs, staff and its customer base are essential for ensuring good customer service. Working to improve upon the same is a similar hallmark of Gemalto's work for the DMV.
3. **GOOD CUSTOMER SERVICE TO THE DMV AND IT'S CUSTOMERS:** Gemalto consistently delivers on what it promises. We often go beyond what the contract requires us to do. We're there from start to finish until it's done right. We're engaged and proactive.
4. **EXTENSIVE EXPERIENCE AND EXPERTISE AT IMPROVING ON EXISTING DL/ID SOLUTIONS:** Gemalto through MIDS was there for the WV DMV delivering on a variety of customer service improvement projects. From online DL/ID renewals to state bar card issuance, Gemalto understands the DMVs of today and tomorrow must become more adept at serving their customers where they are.
5. **DESIGN OF THE SOLUTION:** We understand that one of the key measurements of success for any of our jurisdictional customers is based on reduction of customer wait times. Through the experience and interaction we have gained with our customers; and by working together, we have created a capture application that processes customers quickly and is intuitive to minimize the time required for training.

6. **A WIDE VARIETY OF CARD SUBSTRATES AND ADVANCED SECURITY FEATURES:** Our desire to offer our clients the most advanced features available can be evidenced by the 2014 acquisition of TRUB, a Switzerland-based provider of polycarbonate (PC)-based ID documents with unparalleled features such as the Window Lock, TruVision, DynaprInt, and others. Adding these features into our existing portfolio, Gemalto can offer the DMV a card security roadmap that will ensure AAMVA and REAL ID card compliance; and, allow the DMV to stay ahead of those that benefit from creating fraudulent documents. We also have a robust offering of secure PET/PVC cards with innovative security features.
7. **NO ONE TRULY KNOWS THE DMV BETTER THAN GEMALTO:** Gemalto through MIDS knows the WV DMV and the importance of delivering good customer service. It does this through our IT system support team, the assigned account manager and many others, who are already well known to the DMV.
8. **WE DELIVER ACCORDING TO PROJECT MANAGEMENT INSTITUTE (PMI) STANDARDS.** This methodology ensures the project's requirements, continuity, good communication, and customer satisfaction are met. From start to finish we'll ensure that the implementation meshes with the DMV's needs including the successful migration of DMV data to in state hosting of the DMV customer data.

We thank the DMV and the WV Department of Administration-Purchasing Division ("DOA-PD") for giving Gemalto the opportunity to present our solution as outlined in our response to this RFQ. Should any questions arise, please contact us as appropriate.

Very truly yours:



Steve Purdy, Vice President of Sales & Marketing  
Gemalto, Inc.  
C/O 101 Park Dr.  
Montgomeryville, PA. 18936

[Steve.purdy@gemalto.com](mailto:Steve.purdy@gemalto.com)

Ph. 215.431.6422

# Exhibit A: Cost Sheet

REVISED April 10, 2017

Item		Unit Cost	Unit of Measure	Estimated Quantity	Extended Cost
1	<b>Over The Counter Issuance, Cost Per Card</b>	<b>2.18</b>	Cost Per Card	<b>4,000,000</b>	<b>\$8,720,000.00</b>
2	<b>Central Issuance, Cost Per Card</b>	<b>2.18</b>	Cost Per Card	<b>1,000,000</b>	<b>\$2,180,000.00</b>
<b>Hourly Programming Rate</b>					
3	Year One	<b>142.00</b>	Per Hour	<b>400</b>	<b>\$56,800.00</b>
4	Year Two	<b>145.00</b>	Per Hour	<b>400</b>	<b>\$58,000.00</b>
5	Year Three	<b>148.00</b>	Per Hour	<b>400</b>	<b>\$59,200.00</b>
6	Year Four	<b>151.00</b>	Per Hour	<b>400</b>	<b>\$60,400.00</b>
7	Year Five	<b>155.00</b>	Per Hour	<b>400</b>	<b>\$62,000.00</b>
8	Year Six	<b>159.00</b>	Per Hour	<b>400</b>	<b>\$63,600.00</b>
9	Year Seven	<b>163.00</b>	Per Hour	<b>400</b>	<b>\$65,200.00</b>
10	Year Eight	<b>167.00</b>	Per Hour	<b>400</b>	<b>\$66,800.00</b>
11	Year Nine	<b>171.00</b>	Per Hour	<b>400</b>	<b>\$68,400.00</b>
12	Year Ten	<b>175.00</b>	Per Hour	<b>400</b>	<b>\$70,000.00</b>
<b>Total Bid Amount</b>					<b>\$11,530,400.00</b>

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.

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 exceeds 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: Gemalto, Inc.

Authorized Signature: *Paul Beverly*

Date: 4-12-2017

State of Texas

County of TRAVIS, to-wit:

Taken, subscribed, and sworn to before me this 12<sup>th</sup> day of APRIL, 2017.

My Commission expires AUGUST 10, 2019.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

*[Signature]*

*Purchasing Affidavit (Revised 08/01/2015)*



**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title)

Steve Purdy

(Printed Name and Title)

Gemalto Inc. 9442 Capital of Texas Highway North, Plaza II, Suite 100, Austin, TX 78759  
(Address)

215-367-4361

(Phone Number) / (Fax Number)

steve.purdy@gemalto.com

(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.

The Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, as defined in Section 39 of the RFP

Gemalto Inc.

\_\_\_\_\_  
(Company)

*Paul Beverly Pres - GBU AM*  
(Authorized Signature) (Representative Name, Title)

Paul Beverly, President, Government Business Americas

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

*April 19, 2017*  
(Date)

Phone: 512-257-3830 Fax: 512-257-3802

\_\_\_\_\_  
(Phone Number) (Fax Number)

Revised 01/18/2017



STATE OF WEST VIRGINIA - PURCHASING DIVISION

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT  
AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS  
CERTIFICATION APPLICATION**

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Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the *West Virginia Code* §5A-3-12 requires all vendors to have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement. Vendors supplying sole source goods or services to West Virginia state agencies, or competitive purchases of \$2,500 or less annually in aggregate across all state agencies are required to complete the Vendor Registration and Disclosure Statement (WV-1A form). If the amount for competitive purchases exceed \$2,500 in aggregate across all state agencies in any one year, a **\$125.00** annual fee is required. Payment of the annual fee includes email notifications on bid opportunities based on the commodities and services selected upon registering in the Vendor Self-Service (VSS) portal at [wvOASIS.gov](http://wvOASIS.gov). Please complete **Part I** of this form in its **ENTIRETY** and return to the state agency listed below for their completion of **Part II**. The agency will forward this form to the West Virginia Purchasing Division for processing. Incomplete forms will not be processed and will be returned to the vendor. **Please return all correspondence to:**

**STATE AGENCY:**

**ADDRESS:**

**CITY, STATE, ZIP:**

Whenever a change occurs in the information submitted, such change shall be reported immediately in the same manner as required in the original disclosure statement (*West Virginia Code* §5A-3-12). Vendors doing business with the State of West Virginia are expected to abide by the **Vendor Code of Conduct** available online at [www.state.wv.us/admin/purchase/vrc/vendorconduct.pdf](http://www.state.wv.us/admin/purchase/vrc/vendorconduct.pdf).

**Privacy Notice:** The Purchasing Division is required to collect certain information as stated in *West Virginia Code* §5A-3-12, other applicable sections of the *West Virginia Code*, the Vendor Registration and Disclosure Statement forms, and other documents to facilitate the state bidding and contract administration processes. This information is stored in a secure environment, but unless specifically protected under state law, any information provided may be inspected by or disclosed to the public.

Vendors are also required to 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 other state agencies or political subdivisions. Failure to do so may result in delay of or disqualification from a contract award, pursuant to *West Virginia Code of State Rules* §148-1-6.1.7. If you have any questions concerning this **Vendor Registration and Disclosure Statement**, please contact the Purchasing Division at (304) 558-2311.

Questions concerning this Vendor Registration and Disclosure Statement may be directed to the Purchasing Division at (304) 558-2311. Should you need additional information relating to vendor registration, please visit [www.state.wv.us/admin/purchase/VendorReg.html](http://www.state.wv.us/admin/purchase/VendorReg.html).

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION**

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION  
To Be Completed by the Vendor and Returned to the Purchasing Division

1. Legal Name of Company/Individual Gemalto, Inc.

Bidding Address Arboretum Plaza II 9442 Capital of TX HWY N, Suite 100

Ordering Address Arboretum Plaza II 9442 Capital of TX HWY N, Suite 100

Payment Address Arboretum Plaza II 9442 Capital of TX HWY N, Suite 100

City, State, Zip Austin, TX 78759

Telephone Number 215-367-4361 Fax Number 215-390-2920

Principle Contact Person Steve Purdy E-mail steve.purdy@gemalto.com

Contact's Telephone Number 215-367-4361 Contact's Fax Number 215-390-2920

DBA, if any \_\_\_\_\_

Bidding Address \_\_\_\_\_

Ordering Address \_\_\_\_\_

Payment Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Principle Contact Person \_\_\_\_\_ E-mail \_\_\_\_\_

Contact's Telephone Number \_\_\_\_\_ Contact's Fax Number \_\_\_\_\_

2. Vendor Tax Classification:

- |   |  |
|---|--|
| <input type="checkbox"/> Individual             | <input type="checkbox"/> Government              |
| <input type="checkbox"/> Sole Proprietor        | <input type="checkbox"/> Medical Corporation     |
| <input type="checkbox"/> Partnership            | <input type="checkbox"/> Attorney Corporation    |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Non-Profit Organization |
| <input type="checkbox"/> Board Member           | <input type="checkbox"/> Payroll                 |
| <input type="checkbox"/> Trust                  | <input type="checkbox"/> Employee                |
| <input type="checkbox"/> Estate                 |  |

# VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION  
To Be Completed by the Vendor and Returned to the Purchasing Division

3. **Taxpayer Identification Number (TIN):** If you have an Identification Number, enter it below. All partnerships, corporations, or companies with employees must have an EIN.

5 2 1 6 7 4 0 2 3 EIN

If you do not have a EIN, please enter Social Security number (SSN), Individual Taxpayer Identification Number (ITIN) or Adoptive Identification Number (ATIN) and check the correct below.

- (SSN , ITIN , ATIN )

## 4. (A) *Small, Women-Owned, Minority-Owned Businesses*

**West Virginia Code** §5A-3-59 establishes a procurement certification program in West Virginia for small, women-, and minority-owned businesses. Requirements related to the certification program are provided in the **West Virginia Code of State Rules** §148-2-1 et seq. Note that this certification provides nonresident vendors preference that is equivalent to competing resident (West Virginia) vendors that have applied for resident vendor preference, in accordance with **West Virginia Code** §5A-3-37. This certification may assist resident small, women-, and minority-owned businesses when soliciting business in other states. If you are renewing your two-year SWAM business certification status, please indicate the appropriate designation below.

### Certification of Status (Check all those which apply)

- Minority-owned Business** [1] means a business concern that is at least fifty-one percent owned by one or more minority individuals or in the case of a corporation, partnership, or limited liability company or other entity, at least fifty-one percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.
- A “minority individual” means an individual who is a citizen of the United States or a noncitizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:
    - **African American** means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
    - **Asian American** means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands, including, but not limited to, Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
    - **Hispanic American** means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
    - **Native American** means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

# VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION  
To Be Completed by the Vendor and Returned to the Purchasing Division

- Small Business** [2] means a business, independently owned or operated by one or more persons who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, which, together with affiliates, has two hundred fifty or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.
- Women-owned Business** [3] means a business concern that is at least fifty-one percent owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least fifty-one percent of the equity ownership interest is owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law.

## (B) Other Federal Designations

Additionally, by providing the following information, I represent that this enterprise is a small business as defined by the **Code of Federal Regulations**, Title 13, Part 121, as appended - which contains detailed industry definitions and related procedures - and/or the characteristics of the enterprise's control, operation and/or ownership are accurately reflected in the information provided. *Check all that apply.*

- Disabled Small Business Ownership [4]
- Veteran Small Business Ownership [5]

**5. Commodity Codes:** You may register for commodity codes for the products and services that you offer, which will provide you with bid opportunity alerts and notifications should you become a paid registered vendor. To perform this function, visit the Vendor Self-Service (VSS) portal at [wvOASIS.gov](http://wvOASIS.gov).

**6. List the name, title, city and state of residence for all owners/officers.** If the vendor is an **individual**, list his or her name and city and state of residence, and, if he or she has associates or partners sharing in his or her business, list their names and city and state of residence. If the vendor is a **firm**, list the name and city and state of residence of each member, partner or associate of the firm. If the vendor is a **corporation** created under the laws of this state or authorized to do business in this state, list the names and city and state of residence of the president, vice president, secretary, treasurer and general manager, if any, of the corporation; and the names and city and state of residence of each stockholder of the corporation owning or holding at least ten percent of the capital stock thereof. Attach an additional sheet if space is needed.

Name	Position	City and State of Residence
Perfecto Rodrigo Serna Trevino	President	Austin, Texas
Katie Hughes	Treasurer	Austin, Texas
Leonard Pojunas	Secretary	Austin, Texas

If the vendor has only one owner/officer, list the name, position, and city and state of residence above and please initial here: \_\_\_\_\_

**VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION**

**PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION**  
*To Be Completed by the Vendor and Returned to the Purchasing Division*

7. List the name and telephone number of one or more banking institutions to serve as reference for the vendor.  
Citibank New York (302) 325-6031

8. What is the latest Dun & Bradstreet number and rating on the vendor? 93-354-1047

9. Is the vendor acting as an agent for some other individual, firm or corporation? If yes, attach statement of the principal authorizing such representation.  No  Yes

By signing below and submitting this form, the vendor certifies and acknowledges that: 1) it has obtained all licenses, certifications, and authorizations necessary to lawfully conduct business in the state of West Virginia; and 2) that the assertions made by completing this form and delivering it to the Purchasing Division are accurate and true in accordance with the applicable law and rules. As authorized agent of the vendor named herein, I do solemnly swear that the above information is true and complete, in accordance with *West Virginia Code* §5A-3-12(e).

In the event that the vendor is applying for certification as a small, women-, or minority-owned business, the vendor's signature below further certifies that: 1) the state in which the vendor has its headquarters or principal place of business does not deny a like certification to a West Virginia based small, women-owned, or minority-owned business; 2) the state in which the vendor has its headquarters or principal place of business does not provide a preference to small, women-owned, or minority-owned firms that is unavailable to West Virginia based businesses; and, 3) that it has read and understands this form, along with the law and rules governing certification as a small, women-owned, or minority-owned business.

Paul Beverly  
\_\_\_\_\_  
*Authorized Agent of Vendor (Print Name)*  
*Paul Beverly*  
\_\_\_\_\_  
*Authorized Agent (Signature)*  
President, Government Business Americas  
\_\_\_\_\_  
*Title*  
*April 19, 2017*  
\_\_\_\_\_  
*Date*

<b>PURCHASING DIVISION USE ONLY</b>	
Vendor ID:	_____
Check No. :	_____
Memo No. :	_____
Date:	_____
Entered by:	_____

**Exhibit D**  
**PII Acknowledgement**

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

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

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

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

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

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

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

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

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

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

Paul Beverly

*Printed Name*

*Paul Beverly*

*Signature*

President, Government Business Americas

*Title*

*April 19, 2017*

*Date*

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

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

**1. Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
- Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or,**
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**

**2. Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

**3. Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or,**

**4. Application is made for 5% vendor preference for the reason checked:**

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**

**5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**

**6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: Gemalto, Inc.

Signed: Paul Beverly

Date: April 19, 2017

Title: Paul Beverly, President, Government Business Americas

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



State of West Virginia  
Purchasing Division  
Request for Quotation (RFQ)  
To Provide Driver's License and ID Card Production  
CRFQ 0802 DMV170000002

**West Virginia Contract Changes Requested**

We respectfully request the below contract changes, in response to Q&A responses items 52 – 63. We look forward to discussing the below requested changes with you.

*Note: Underlined language is requested additional language*

**Section 11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per calendar day for any delay in Driver's License or Identification Card issuance, caused by the Vendor or Vendor's system. Such liquidated damages shall only be applicable once it has definitively been proven that Vendor or Vendor's system has caused such delay, without a presumption of fault on Vendor or Vendor's system. 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. (See Q&A response item 52)

**Section 37. 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. Vendor's indemnification obligations hereunder are contingent on State and Agency promptly notifying Vendor of any and all threats, claims and proceedings related thereto and provide reasonable assistance (including information held by State and Agency) and the right to assume sole control over the defense and all negotiations for a settlement or compromise. State and Agency shall make no admission without Vendor's written consent and Vendor shall not be responsible for any settlement or action it does not approve in writing. Any costs payable by Vendor hereunder shall be apportioned in the event that the damage is partially attributable to the State's or Agency's actions or actions of third parties that the State or Agency elects to act as its agent.

The foregoing obligations of Vendor do not apply with respect to products or services (a) not supplied by Vendor; (b) which are modified after shipment or delivery, if the alleged claim relates to such modification; (c) combined, processed or used with other products, processes, materials or services, where the claim relates to such combination, process or use; (d) if such claim relates to infringement or potential infringement of intellectual property, where State or Agency continues allegedly infringing activities after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (e) where such claim relates to the improper use of the product or services.

In the event such claim relates to infringement or potential infringement of intellectual property, Vendor may, at its sole option, which shall relieve Vendor from any other obligation to State or Agency relating to or arising out of such infringement: (a) procure for the State or Agency the rights for continued use of the products or services in their present form; (b) replace or modify such products or services so that they no longer infringe any such rights; (c) settle or defend any claim, suit, or proceeding against State or Agency arising out of such continued use; or (d) refund to State or Agency all amounts paid for such products or services, depreciated on a straight line basis.

TO THE FULLEST EXTENT PERMITTED BY LAW AND OTHER THAN AS SET FORTH EXPLICITLY HEREIN, VENDOR SHALL UNDER NO CIRCUMSTANCES BE HELD LIABLE, WHETHER IN CONTRACT, IN TORT, IN EQUITY, UNDER ANY WARRANTY, STATUTE OR GOVERNMENTAL REGULATION, INDEMNITY OR ANY OTHER THEORY OF LIABILITY, FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SUCH AS, WITHOUT LIMITATION, LOSS OF REVENUE OR SAVINGS, LOSS OF OPPORTUNITY, BUSINESS DISRUPTION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE PRODUCTS OR VENDOR'S ACTIONS UNDER THIS AGREEMENT, EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. VENDOR'S ENTIRE LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, UNDER ANY WARRANTY, INDEMNITY OR ANY OTHER THEORY OF LIABILITY SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY THE STATE OR AGENCY UNDER THE ORDER WHICH GAVE RISE TO SUCH DAMAGES. FURTHERMORE, VENDOR SHALL UNDER NO CIRCUMSTANCES BE HELD LIABLE FOR DATA LOSS, FILE DATABASE LOSS, OR PROGRAM DEGRADATION ARISING OUT OF OR RELATING TO THE PRODUCTS OR VENDOR'S ACTIONS UNDER THIS AGREEMENT. STATE AND AGENCY ALSO ACKNOWLEDGE THAT IT IS STATE'S AND AGENCY'S RESPONSIBILITY TO MAKE ALL NECESSARY SAFEGUARDS AND COPIES OF SUCH DATA, FILES, AND PROGRAMS. TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, VENDOR SHALL NOT BE HELD LIABLE FOR ANY THIRD PARTY ACTIONS AND, IN PARTICULAR, IN CASE OF ANY SUCCESSFUL EFFORT TO DEFEAT OR DISABLE SECURITY FUNCTIONS OF ANY SOFTWARE THAT IS PART OF THE PRODUCTS, OR COMPUTING DEVICES AND EQUIPMENT USING, ACCESSING, OR INCORPORATING SUCH SOFTWARE.

*(See Q&A responses items 57-62)*

**NEW SECTION 45. OWNERSHIP OF INTELLECTUAL PROPERTY.** Any intellectual property owned or created by Vendor, or intellectual property developed by Vendor independent from the services performed by the Vendor for the State, shall belong to Vendor. *(See Q&A responses item 63)*



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