



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: 2014-08-28

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

Order Number: CMA 0612 0612 DPS1115A	Procurement Folder: 466
Document Name: Converted DPS1115A	Reason for Modification: Change Order No. 5 - to change the Authorized Department so all state agencies may utilize the contract.
Document Description: STATEWIDE FINGERPRINTING SERVICES	
Procurement Type: Central Master Agreement	
Buyer Name: Tara Lyle	
Telephone: (304) 558-2544	
Email: tara.l.lyle@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2014-08-01
Free on Board: FOB Dest, Frieght Prepaid	Effective End Date: 2015-01-31

VENDOR	DEPARTMENT CONTACT
MORPHOTRUST USA INC 296 CONCORD RD STE 300 BILLERICA MA 99999 US Vendor Contact Phone: 999-999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Carole Woodyard Requestor Phone: (304) 746-2141 Requestor Email: carole.a.woodyard@wvsp.gov 15 FILE LOCATION _____

INVOICE TO	SHIP TO
WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE SOUTH CHARLESTON WV 25309 US	WEST VIRGINIA STATE POLICE 4124 KANAWHA TURNPIKE SOUTH CHARLESTON WV 25309 US

Purchasing Division's File Copy

ENTERED

Extended Description:

Change Order No. 5 - To change the Authorized Department so all state agencies may utilize the contract. There is no change in contract scope. This is an administrative change order only. STATEWIDE ELECTRONIC LIVE-SCAN FINGERPRINTING SERVICES FOR STATE & PRIVATE AGENCIES.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	92121602			JOB	\$0.00

Description: Fingerprint services

Extended Description:

AT 8/3-14

[Handwritten signatures and dates]
 Date Printed: Aug 28, 2014
 Order Number: DPS1115A
 Page: 1
 08/28/14

[Handwritten signature]
 9-4-14

Total Order Amount	Open End
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DPS1115A	Document Phase Draft	Document Description STATEWIDE FINGERPRINTING SERVI CES	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors 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. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for 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. Vendor certifies that this purchase order or 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. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.