



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: 2017-02-14

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

V4

<b>Order Number:</b> CMA 0612 9105 DPS160000001	<b>Procurement Folder:</b> 94136
<b>Document Name:</b> Statewide Contract for Applicant Fingerprint Services	<b>Reason for Modification:</b>
<b>Document Description:</b> Statewide Contract for Applicant Fingerprint Services	Change Order No. 3 - To decrease prices on Line Items Nos. 7 and 8, per the attached documentation.
<b>Procurement Type:</b> Central Master Agreement	
<b>Buyer Name:</b> Tara Lyle	
<b>Telephone:</b> (304) 558-2544	
<b>Email:</b> tara.l.lyle@wv.gov	
<b>Shipping Method:</b> Best Way	<b>Effective Start Date:</b> 2015-08-01
<b>Free on Board:</b> FOB Dest, Freight Prepaid	<b>Effective End Date:</b> 2017-07-31

VENDOR	DEPARTMENT CONTACT
<b>Vendor Customer Code:</b> 000000100868 MORPHOTRUST USA 6840 CAROTHERS PKWY STE 650  FRANKLIN TN 37067  US <b>Vendor Contact Phone:</b> (978) 932-2200 <b>Extension:</b> <b>Discount Percentage:</b> 0.0000 <b>Discount Days:</b> 30	<b>Requestor Name:</b> Carole Woodyard <b>Requestor Phone:</b> (304) 746-2141 <b>Requestor Email:</b> carole.a.woodyard@wvsp.gov  <div style="text-align: center; font-size: 2em; font-weight: bold;">17</div> FILE LOCATION <u>35702</u>

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

Purchasing Division's File Copy

Total Order Amount	Open End
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**SCANNED**

ENTERED

2-16-17  
 BAC  
 R 2/14/17

<b>PURCHASING DIVISION AUTHORIZATION</b> <b>SIGNED BY:</b> <i>[Signature]</i> <b>DATE:</b> 2/16/17 <b>ELECTRONIC SIGNATURE ON FILE</b>	<b>ATTORNEY GENERAL APPROVAL AS TO FORM</b> <b>SIGNED BY:</b> <i>[Signature]</i> <b>DATE:</b> 2/17/17 <b>ELECTRONIC SIGNATURE ON FILE</b>	<b>ENCUMBRANCE CERTIFICATION</b> <b>SIGNED BY:</b> <i>[Signature]</i> <b>DATE:</b> 2-21-17 <b>ELECTRONIC SIGNATURE ON FILE</b>
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**Extended Description:**

Change Order No. 3 - To decrease the fees on Item Nos. 7 and 8 per the FBI Criminal Justice Information Service Division (attached documentation).

Item No. 7 - FBI Fee - To decrease fee from \$14.75 to \$12.00

Item No. 8 - FBI Volunteer Fee - To decrease fee from \$13.50 to \$10.75

Effective Date: October 1, 2016

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	92121602			EA	\$12.500000
<b>Service From</b>		<b>Service To</b>			

**Commodity Line Description:** Fingerprint services

**Extended Description:**

Vendor Electronic Rolling/Submission Fee

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	92121602			EA	\$12.500000
<b>Service From</b>		<b>Service To</b>			

**Commodity Line Description:** Fingerprint services

**Extended Description:**

Vendor Manual Rolling Fee

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	92121602			EA	\$12.500000
<b>Service From</b>		<b>Service To</b>			

**Commodity Line Description:** Fingerprint services

**Extended Description:**

Vendor Card Conversion/Submission Fee

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	92121602			EA	\$20.000000
<b>Service From</b>		<b>Service To</b>			

**Commodity Line Description:** Fingerprint services - State fee set by state statute

**Extended Description:**

Set by state statute -

State fee

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	92121602			EA	\$10.000000
<b>Service From</b>		<b>Service To</b>			

**Commodity Line Description:** Fingerprint services - State fee set by state statute

**Extended Description:**

Set by state statute -

State Authorized Central Abuse Fee, if applicable

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	92121602			EA	\$10.000000
<b>Service From</b>		<b>Service To</b>			

**Commodity Line Description:** Fingerprint services - State fee set by state statute

**Extended Description:**

Set by state statute -

State NCPANCA fee

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	92121602			EA	\$12.000000
<b>Service From</b>		<b>Service To</b>			

**Commodity Line Description:** Fingerprint services - FBI set fee

**Extended Description:**

Change Order No. 3 - decrease unit price from \$14.75 to \$12.00

Set by FBI - FBI fee

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	92121602			EA	\$10.750000
<b>Service From</b>		<b>Service To</b>			

**Commodity Line Description:** Fingerprint services - FBI set fee

**Extended Description:**

Change Order No. 3 - decrease unit price from \$13.50 to \$10.75

Set by FBI - FBI Volunteer fee

DPS160000001	<b>Document Phase</b> Draft	<b>Document Description</b> Statewide Contract for Applicant Fingerprint Services	<b>Page 4</b> <b>of 4</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



January 25, 2017

Carole Woodyard  
Director of Purchasing  
West Virginia State Police  
4124 Kanawha Turnpike  
South Charleston, WV 25309

RE: West Virginia contract DPS 16\*1

Dear Ms. Woodyard,

This letter is to notify of changes to the Federal Bureau of Investigation fee effective October 1, 2016. .  
In the original contract DPS 16\*1 Attachment C: Cost Sheet should be amended to reflect the new FBI  
fees associated with the service. The FBI fees should be set as below:

FBI fee:	\$12.00
FBI NCPA/VA Volunteer fee:	\$10.75

MorphoTrust will continue to provide all the services required in the above referenced contract with  
the State of West Virginia.

Regards,

A handwritten signature in black ink, appearing to be 'Denny Wear', written over a printed name and title.

Denny Wear  
Program Director

MorphoTrust USA, Inc.  
3051 Hollis Drive, Suite 310  
Springfield, IL 62704 USA

T: +1 217-547-2116  
F: +1 217-793-0141  
[www.morphotrust.com](http://www.morphotrust.com)

## PROCEDURAL GUIDELINES FOR BILLING

Please note that the FBI bills based upon transaction completion and not upon transaction receipt. The FBI will make every attempt to process all received transactions prior to the fee change on October 1, 2016.

### REVISED USER FEE RATE SCHEDULE

Federal Bureau of Investigation CJIS Division Fingerprint-based and Name-based CHRI Checks	Revised Fee (effective 10/01/2016)	Revised Fee for CBSPs* (effective 10/01/2016)
Fingerprint-based Submission	\$12.00	\$10.00 <sup>1</sup>
Fingerprint-based Volunteer Submission (see 75 F.R. 18752)*	\$10.75	\$8.75 <sup>2</sup>
Name-based Submission (available only to federal agencies with specific statutory authority)	\$2.00	\$2.00 <sup>3</sup>

\*Centralized Billing Service Providers, see 75 F.R. 18753.

<sup>1</sup>Fingerprint Fee: Cost Recovery \$4.81 + Automation Funding \$5.19 = \$10.00

<sup>2</sup>Volunteer Fingerprint Fee: Cost Recovery \$4.81 + Automation Funding \$3.94 = \$8.75

<sup>3</sup>Name Check Fee: Cost Recovery \$2.00

### CONTACT INFORMATION

For general questions or comments regarding this information, please contact the Fee Programs Unit electronically at <Fee\_Programs\_Unit\_@ic.fbi.gov> or by telephone at (304) 625-2360.

For general questions or comments regarding the NGI Rap Back Program, please contact the Rap Back Team electronically at <Rap\_Back@ic.fbi.gov> or by telephone at (304) 625-9200.

Fingerprint contributors with specific questions regarding their fees should contact the State Identification Bureau (SIB) point of contact to which they submit fingerprints. A contact list follows:



## **CJIS Information Letter**

**August 29, 2016**

### **Notification of Change to the Fee Schedule for Fingerprint-based and Name-based Criminal History Record Information Checks**

In March 2016, the FBI's Criminal Justice Information Services (CJIS) Division announced the anticipation of an adjustment to the current fee schedule for fingerprint-based and name-based Criminal History Record Information (CHRI) checks along with the elimination of the Interim Rate Schedule for the Next Generation Identification (NGI) Rap Back service. This adjustment was publicized on July 14, 2016, via a Notice in the *Federal Register*. The revised rates will become effective beginning October 1, 2016. The purpose of this letter is to provide details of the fee change.

#### **WHY THE CJIS DIVISION IS REVISING THE USER FEE RATE SCHEDULE**

The user fee structure for fingerprint-based and name-based CHRI checks was last adjusted in February 2015. Pursuant to Title 28, *Code of Federal Regulations*, Part 20.31, the Director of the FBI shall review the amount of the fee periodically. An analysis was conducted to determine the cost associated with providing CHRI checks based on the criteria in the Office of Management and Budget Circular A-25, User Charges. The result of this analysis is the basis for the revised fees.

#### **CHANGES TO THE FEE SCHEDULE**

For all users, the fee for fingerprint-based and name-based CHRI checks will decrease. In addition, the separate fee for Rap Back services has been eliminated. The Rap Back service is considered an optional service, similar to retention, included with the fingerprint-based CHRI check.

#### **WHAT DOES NOT CHANGE**

There is no change in the current business practice for those federal, state, and nongovernmental entities that submit fingerprint-based CHRI checks and function as *de facto* centralized billing service providers (CBSPs). The CJIS Division will continue the practice of allowing approved CBSPs to retain a portion of the user fees as reimbursement for this centralized billing service (the reimbursement amount will remain at \$2). For these purposes, federal agencies should remit the CBSP amount shown on the fee schedule.

## **Changes to the way agencies are notified of updates to the *National Crime Information Center Code Manual***

In the past, when the staff at the CJIS Division added, deleted, or changed National Crime Information Center (NCIC) codes, the information was presented on an as-needed basis in a Technical and Operational Update (TOU). However, as part of the ongoing efforts to automate the NCIC code process, code changes in the NCIC System will no longer appear in TOUs but instead will be presented quarterly via the Law Enforcement Enterprise Portal (LEEP). This change was implemented in August 2016.

Each quarter, CJIS Systems Officers (CSOs) and SIBs will receive an e-mail notifying them that codes in the *NCIC Code Manual* have been added, deleted, or changed. The CSOs and SIBs will be directed to view the changes on the NCIC Special Interest Group (SIG) on the LEEP and are responsible for disseminating information to their local agencies.

Agencies with questions about changes to the codes should contact the Investigative and Operational Assistance Group by telephone at (304) 625-3000 or by e-mail at <IOAU@leo.gov>. Agencies without accounts on the LEEP are encouraged to establish LEEP accounts by calling the LEEP helpdesk at (888) 334-4536.

Please note that this only affects codes listed in the *NCIC Code Manual*. Policy changes reflected in the *NCIC Operating Manual* will continue to be presented in TOUs on an as-needed basis.

## **State Identification Bureaus and biometric reconciliations**

SIBs are reminded that the CJIS Advisory Policy Board approved a motion in December 2009 that, as a best practice, SIBs are responsible for:

- 1) making biometric reconciliations if they contributed biometric data that was later found to be incorrect, and when possible, replacing the information with the correct biometric data, and
- 2) notifying the FBI and both the receiving and contributing law enforcement agencies involved with a related record search.

(A biometric reconciliation is the removal of one or more records of biometric data, e.g., fingerprints or mugshots that are determined to be incorrectly associated with an individual's Identity History Summary [IdHS].)

Currently, when a law enforcement agency submits a fingerprint submission with an additional biometric, such as a mugshot, the NGI System searches the submission against fingerprints already in the system. If an identification is made with a current record, the NGI retains the mugshot of the new submission as part of the IdHS already in the system. If no identification is made with a current record, the NGI retains the submission and creates a new IdHS.

Per best practices, if it is determined that a recently submitted mugshot does not match the individual's fingerprints with which the mugshot was associated, the SIB that submitted the nonmatching mugshot is responsible for correcting the error and, when possible, replacing the nonmatching mugshot with one that matches. The SIB should also advise the FBI to remove the nonmatching mugshot and, when possible, provide one that matches. In addition, the SIB should notify both the contributing law enforcement agency of the related record, as well as the receiving law enforcement agency, of any related record search results.



**WEST VIRGINIA STATE POLICE**  
725 Jefferson Road  
South Charleston, West Virginia 25309-1698  
[www.wvsp.gov](http://www.wvsp.gov)

**Jim Justice**  
Governor

Memorandum

**Colonel Jan Cahill**  
Superintendent

**To:** Tara Lyle, Buyer Supervisor  
**From:** Carole Woodyard, Director of Purchasing *CW*  
**Date:** February 14, 2017  
**Re:** CMA DPS 16\*1 CO#3

On Change Order #3 to CMA DPS 16\*1 to MorphoTrust USA there is a price decrease on the FBI fees on Items 7 and 8 for FBI fees. We are agreeable with these fee decreases.

The decreases were effective October 1, 2016 however we were not notified until November. I contacted the vendor at that point and requested the necessary paperwork to do the change order. After numerous attempts, it was received in February.

If you have any questions, please contact me.

**EQUAL OPPORTUNITY EMPLOYER**

*Backdate  
app  
file*

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-9-10a, 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: MorphoTrust USA LLC SCOTT BOYLAN

Authorized Signature: [Signature] Date: 2/9/17

State of District of Columbia

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this 9<sup>th</sup> day of February, 2017

My Commission expires September 14, 2021

NOTARY PUBLIC [Signature]  
Purchasing Affidavit (Revised 02/01/2015)



**West Virginia Secretary of State — Online Data Services**

**Business and Licensing**

Online Data Services Help

**Business Organization Detail**

*NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.*

**MORPHOTRUST USA, LLC**

*\* see attached \**

Organization Information									
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason	
LLC   Limited Liability Company	6/23/2005		6/23/2005	Foreign	Profit				

Organization Information			
<b>Business Purpose</b>	5415 - Professional, Scientific and Technical Services - Professional, Scientific and Technical Services - Computer Systems Design and Related Services (design, programming, facilities mgmt)		<b>Capital Stock</b>
<b>Charter County</b>			<b>Control Number</b> 77127
<b>Charter State</b>	DE	<b>Excess Acres</b>	
<b>At Will Term</b>	A	<b>Member Managed</b>	MBR
<b>At Will Term Years</b>	<b>Par Value</b>		
<b>Authorized Shares</b>			

Addresses	
Type	Address
<b>Designated Office Address</b>	209 WEST WASHINGTON ST CHARLESTON, WV, 25302
<b>Mailing Address</b>	296 CONCORD RD SUITE 300 BILLERICA, MA, 01821 USA
<b>Notice of Process Address</b>	CORPORATION SERVICE COMPANY 209 WEST WASHINGTON ST CHARLESTON, WV, 25302
<b>Principal Office Address</b>	296 CONCORD ROAD SUITE 300 BILLERICA, MA, 01821 USA
Type	Address

Officers	
Type	Name/Address
Member	ROBERT ECKEL, PRESIDENT 296 CONCORD ROAD SUITE 300 BILLERICA, MA, 01821
Type	Name/Address

Name Changes	
Date	Old Name
11/6/2014	MORPHOTRUST USA, INC.
8/30/2011	L-1 IDENTITY SOLUTIONS OPERATING COMPANY
2/27/2008	L-1 IDENTITY SOLUTIONS, INC.
11/1/2006	VIISAGE TECHNOLOGY, INC.
Date	Old Name

Mergers				
Merger Date	Merged	Merged State	Survived	Survived State
2/27/2008	L-1 MERGER CO.	DE	L-1 IDENTITY SOLUTIONS OPERATING COMPANY	DE
Merger Date	Merged	Merged State	Survived	Survived State

Date	Amendment
11/6/2014	NAME CHANGE: FROM MORPHOTRUST USA, INC.
8/30/2011	NAME CHANGE: FROM L-1 IDENTITY SOLUTIONS OPERATING COMPANY
2/27/2008	MERGER: MERGING L-1 MERGER CO., A NON-QUALIFIED DE ORGANIZATION WITH AND INTO L-1 IDENTITY SOLUTIONS, INC., A QUALIFIED DE CORPORATION, THE SURVIVOR, WHICH THEN CHANGED ITS NAME TO L-1 IDENTITY SOLUTIONS OPERATING COMPANY
11/1/2006	NAME CHANGE: FROM VIISAGE TECHNOLOGY, INC.
Date	Amendment

Annual Reports	
Date filed	
8/15/2016	
6/25/2013	
6/12/2012	
6/23/2011	
6/17/2010	
6/30/2009	
9/19/2008	
Date filed	

For more information, please contact the Secretary of State's Office at 304-558-8000.

Tuesday, February 14, 2017 — 9:56 AM



Welcome, Tara Lyle

- [Close](#)
- [Vendor/Customer](#)
- [Address](#)
- [Address Information](#)
- [Prenote/EFT](#)
- [Remittance Advice](#)
- [Contact Information](#)
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- [Change Management](#)
- Business Type**
- Service Area**
- Commodity**
- Authorized Dept.**
- Prevent Spending**
- Prevent Orders**
- Certification**
- Disclosures**
- Vendor User Information**

### Vendor/Customer

#### Address

Address Type	Street 1	City	State/Province	Zip/Postal Code	Principal Contact
<input checked="" type="checkbox"/> Ordering	296 CONCORD RD STE 300	BILLERICA	MA	01821	FAYE ALVARADO
<input type="checkbox"/> Payment	6840 CAROTHERS PKWY STE 650	FRANKLIN	TN	37067	DIANE GROCHMAL
<input type="checkbox"/> Ordering	6840 CAROTHERS PKWY STE 650	FRANKLIN	TN	37067	DIANE GROCHMAL

First Prev Next Last

Save [Undo](#) [Delete](#) [Insert](#) [Copy](#) [Paste](#)

Vendor/Customer : 000000100888  
MORPHOTRUST USA

Address Type : Ordering

Division/Department :

Additional Address Info. :

Prevent New Spending :

Default Currency : USD - US Dollar

Active From : 08/18/2014

Active To :

Default Record :

Mail Returned :

Active Address : Yes

#### ▼ Address Information

Address ID : AD0001

Country Phone Code : 1

Street 1 : 296 CONCORD RD STE

Phone : 978-215-2475

Street 2 :

Phone Extension :

City : BILLERICA

County :

State/Province : MA

County Name :

Zip/Postal Code : 01821

Country : US

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[▶ Contact Address Information](#)

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