



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: 2017-09-07

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

Order Number: CMA 0612 9105 DPS1600000001	Procurement Folder: 94136
Document Name: CHANGE ORDER #4	Reason for Modification:
Document Description: STATEWIDE CONTRACT FOR APPLICANT FINGERPRINT SERVICES	Change Order#4 To renew original contract Effective dates of renewal: 08/01/17 through 07/31/18
Procurement Type: Central Master Agreement	
Buyer Name: Crystal Rink	
Telephone: (304) 558-2402	
Email: crystal.g.rink@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2015-08-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2018-07-31

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000100868 MORPHOTRUST USA 6840 CAROTHERS PKWY STE 650 FRANKLIN TN 37067 US Vendor Contact Phone: (978) 932-2200 Extension: Discount Percentage: 0.0000 Discount Days: 30	Requestor Name: Carole Woodyard Requestor Phone: (304) 746-2141 Requestor Email: carole.a.woodyard@wvsp.gov 18 FILE LOCATION 37115

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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9-11-17
BA
OK 9/18/17

SCANNED

ENTERED

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>Linda Harper</i> DATE: 9-11-17 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: <i>[Signature]</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>Beverly Tolson</i> DATE: 9-14-17 ELECTRONIC SIGNATURE ON FILE
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9-14-17

Extended Description:

CHANGE ORDER NO. 4

TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS.

EFFECTIVE DATE OF RENEWAL: 08/01/2017 THROUGH 07/31/2018

RENEWALS REMAINING: 4

ALL PROVISIONS OF THE ORIGINAL CONTRACT AND SUBSEQUENT CHANGE ORDERS NOT MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

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

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
	Service From	Service To			

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
	Service From	Service To			

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
	Service From	Service To			

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
	Service From	Service To			

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
	Service From	Service To			

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
	Service From	Service To			

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
	Service From	Service To			

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



WEST VIRGINIA STATE POLICE
 725 Jefferson Road
 South Charleston, West Virginia 25309-1698
 www.wvsp.gov

Jim Justice
 Governor

June 14, 2017

Colonel Jan Cahill
 Superintendent

MorphoTrust USA
 6840 Carothers Pkwy STE 650
 Franklin, TN 37067

RE: Contract CMA DPS 16*1

Dear Sir:

Our files indicate that our contract with your company expires July 31, 2017. There is a clause in the contract that allows the contract to be renewed upon mutual consent of both parties for an additional year. Please indicate below whether or not you would like to renew by checking the appropriate space.

Please renew this contract for the period 08/01/17 to 07/31/18 in accordance with the original terms and conditions.

The attached "No Debt Affidavit" must be signed and returned.

I do not wish to renew at this time.

Signature/Title:

[Handwritten Signature]

Date 8/17/17

Please return these to me at 4124 Kanawha Turnpike, South Charleston, WV 25309.
 You may also fax or e-mail them back at either (304) 746-2239 or Carole.A.Woodyard@wvsp.gov. If you have any questions, call me at (304) 746-2141.

Sincerely,

Carole Woodyard

Carole Woodyard
 Director of Purchasing

EQUAL OPPORTUNITY EMPLOYER

CONTINUATION CERTIFICATE

The RLI Insurance Company (hereinafter called the Surety) hereby continues in force its Bond No. CMS0270574 in the sum of Fifty Thousand Dollars and 00/100 (\$50,000.00) Dollars, on behalf of MorphoTrust USA, LLC in favor of West Virginia State Police, Dept. of Administration, Purchasing Division subject to all the conditions and terms thereof through July 31, 2018 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 31st day of August, 2017.

RLI Insurance Company
Surety



By: Charissa D. Lecuyer
Charissa D. Lecuyer, Attorney-in-Fact



RLI Surety
 9025 N. Lindbergh Dr. | Peoria, IL 61615
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
Patrick T. Pribyl, Debra J. Scarborough, Mary T. Flanigan, Christy M. Braile, Laura M. Buhrmester, Jeffrey C. Carey, Charissa D. Lecuyer, Larissa Smith, C. Stephens Griggs, Tahitia M. Fry, Evan D. Sizemore, Charles R. Teter III, Rebecca S. Leal, Megan L. Burns-Hasty, Robbie Collins, jointly or severally

in the City of Kansas City, State of Missouri its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 18th day of November, 2016.



RLI Insurance Company

By: B. W. Davis
 Barton W. Davis Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

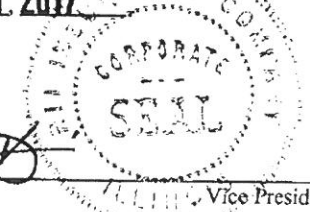
On this 18th day of November, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 18th day of August, 2017.

By: Jacqueline M. Bockler
 Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: B. W. Davis
 Barton W. Davis Vice President



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 §61-8-3) 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

Authorized Signature: [Signature] Date: 8/17/17

State of Massachusetts

County of Middlesex, to-wit:

Taken, subscribed, and sworn to before me this 17 day of August, 2017.

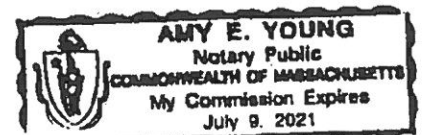
My Commission expires 7/9, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 06/01/2015)



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

Authorized Shares

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

Officers	
Type	Name/Address
Member	ROBERT ECKEL 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	
6/15/2017	
8/15/2016	
6/25/2013	
6/12/2012	
6/23/2011	
6/17/2010	
6/30/2009	
9/19/2008	
Date filed	

Vendor/Customer

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Address

Address Type	Street 1	City	State/Province	Zip/Postal Code	Principal Contact
✓ Ordering	296 CONCORD RD STE 300	BILLERICA	MA	01821	FAYE ALVARADO
Payment	6840 CAROTHERS PKWY STE 650	FRANKLIN	TN	37067	DIANE GROCHMAL
Ordering	6840 CAROTHERS PKWY STE 650	FRANKLIN	TN	37067	DIANE GROCHMAL

First Prev Next Last

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

Vendor/Customer : 000000100868
MORPHOTRUST USA

Active From : 08/18/2014
Active To :

Address Type : Ordering

Default Record :

Mail Returned :

Division/Department :

Active Address : Yes

Additional Address Info. :

Prevent New Spending :

Default Currency : USD - US Dollar

▼ Address Information

Address ID : AD0001 Country Phone Code : 1

Street 1 : 296 CONCORD RD ST Phone : 978-215-2475

Street 2 : Phone Extension :

City : BILLERICA County :

State/Province : MA County Name :

Zip/Postal Code : 01821 Country : US

▶ Prenote/EFT

▶ Remittance Advice

▶ Contact Information

▶ Contact Address Information

▶ Change Management

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