

**SERIAL 11080 IGA ARIZONA AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM
(AZAFIS) ADSP013-038750**

DATE OF LAST REVISION: June 27, 2013

CONTRACT END DATE: June 16, 2016

**CONTRACT PERIOD BEGINNING JUNE 17, 2011
ENDING JUNE ~~16, 2012~~ 17 16, 2013 2016**

TO: All Departments

FROM: Office of Procurement Services

**SUBJECT: Contract for ARIZONA AUTOMATED FINGERPRINT
IDENTIFICATION SYSTEM (AZAFIS)**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Arizona State Procurement Contract ~~ADPS11-000307~~ ADSP013-038750. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:

http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 68048, 68040

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).



Master Blanket Purchase Order ADPS11-000307

Header Information

Purchase Order Number:	ADPS11-000307	Release Number:	0	Short Description:	AZAFIS fingerprint systems
Status:	3PS - Sent	Purchaser:	Patricia Jonas	Receipt Method:	Quantity
Fiscal Year:	2011	PO Type:	Blanket	Minor Status:	
Organization:	Arizona Department of Public Safety	Location:	FIN - Finance	Type Code:	
Department:	FIN - Finance	Entered Date:	08/17/2010 12:56:42 PM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	0	Release Type:	Direct Release	Pcard Enabled:	Yes
Print Dest Detail:	If Different	Tax Rate:		Actual Cost:	\$2,245,707.15
Catalog ID:					
Contact Instructions:					
Master Blanket/Contract End Date (Maximum):	06/16/2016 07:58:00 AM				
Project No.:					
Attachments:	MorphoTrak Contract-1.pdf , Price Sheet MorphoTrak.pdf				

Primary Vendor Information & PO Terms

Vendor:	9000002051 - MORPHOTRAK INC Susan Noisseau 3 Washington Square Albany, NY 12205 US Email: susann@morphotrak.com Phone: (518)452-3502 Ext. 241 FAX: (518)452-3581	Payment Terms:	Net 30	Shipping Method:	Best Way
		Shipping Terms:	F.O.B., Destination	Freight Terms:	

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to susann@morphotrak.com at 06/20/2011 10:58:41 AM	

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
------------------	-----------------------	--------------------	----------------------------------	----------------------------------



11080-ICA

Advanced Search

Search for: Bids Contracts/Blankets

Search Using:

Contract/Blanket #

Contract/Blanket Description

Vendor Name

Type Code

Catalog

Search Fields: Expiration Date (MM/DD/YYYY): From: To:

Item Description

Organization

NIGP Class

NIGP Item

Commodity Code

PO Type

Buyer

Bid #

Results

Contract/Blanket s#	Bid #	Description	Vendor Name	Type Code	Begin Date	End Date
ADPS11-000307		AZAFIS fingerprint systems	MORPHOTRAK INC		06/17/2011	06/16/2012

Copyright © 2011 Periscope Holdings, Inc. - All Rights Reserved.



Offer and Acceptance

SS-11-010-001
Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
1

Arizona Department of Public
Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009

Arizona Automated Fingerprint Identification System
(AZAFIS) System Hardware, Peripheral Hardware and
Hardware Maintenance for Statewide Law
Enforcement/Agency Use

OFFER

TO THE STATE OF ARIZONA, DEPARTMENT OF PUBLIC SAFETY:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Name: Susan Noisseau

Federal Employer Identification No.: 33-0154789

Phone: 518-724-5241

E-Mail Address: Susan.noisseau@morpho
trak.com

Fax: 518-452-3581

Company Name

Signature of Person Authorized to Sign Offer

MorphoTrak, Inc

D. Vassy
Daniel Vassy

Address

Printed Name

1250 N. Tustin Ave., Anaheim, CA 92807

President & CEO

City

State

Zip

Title

CERTIFICATION: By signature in the Offer section above, the Offeror certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 99.4 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization is/ is not a small business A for-profit or not-for-profit organization, including its affiliates, with fewer than one hundred full-time employees or gross annual receipts of less than four million dollars for the last complete fiscal year (R2-7-101, paragraph 48).
5. In accordance with A.R.S. §35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. § 35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Sudan.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This contract shall henceforth be referred to as Contract No. SS-11-010-001. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contact release document or written notice to proceed.

(Signature)
(see page 2)



Offer and Acceptance

SS-11-010-001
Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
2

Arizona Department of Public
Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009

Arizona Automated Fingerprint Identification System
(AZAFIS) System Hardware, Peripheral Hardware and
Hardware Maintenance for Statewide Law
Enforcement/Agency Use

State of Arizona
Awarded this

17th

day of

JUNE

2011

Rex L. Martin

Acting Agency Chief Procurement Officer

Rex L. Martin



Uniform Terms and Conditions

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009

SS-11-010-001
Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
3

Arizona Automated Fingerprint Identification System (AZAFIS) System Hardware, Peripheral Hardware and Hardware Maintenance for Statewide Law Enforcement/Agency Use

1 Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1 *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 *"Contractor"* means any person who has a Contract with the State.
- 1.5 *"Days"* means calendar days unless otherwise specified.
- 1.6 *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 *"Materials"* means all property, including equipment, supplies, printing, insurance, and leases of property but does not include land, a permanent interest in land, real property, or leasing space.
- 1.9 *"Procurement Officer"* means the person, or designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contracts.
- 1.10 *"Services"* means the furnishing of labor, time, or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 *"State Fiscal Year"* means the period beginning with July 1 and ending June 30,

2 Contract Interpretation.

2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial



Uniform Terms and Conditions

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009

SS-11-010-001
Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
4

Arizona Automated Fingerprint Identification System (AZAFIS) System Hardware, Peripheral Hardware and Hardware Maintenance for Statewide Law Enforcement/Agency Use

Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated.

2.3 **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- 2.3.1 Special Terms and Conditions;
- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Statement or Scope of Work;
- 2.3.4 Specifications;
- 2.3.5 Attachments;
- 2.3.6 Exhibits;
- 2.3.7 Documents referenced or included in the Solicitation.

2.4 **Relationship of Parties.** The Contractor under this Contract is an independent contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in the Contract and no other understanding either oral or in writing shall be binding.

2.7 **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract administration and operation.

3.1 **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all of the records.

3.2 **Non-Discrimination.** The Contractor shall comply with State Executive Order [No. 99-4] and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where



Uniform Terms and Conditions

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009

SS-11-010-001
Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
5

Arizona Automated Fingerprint Identification System (AZAFIS) System Hardware, Peripheral Hardware and Hardware Maintenance for Statewide Law Enforcement/Agency Use

applicable, the Federal government, to the extent that the books and records relate to the performance of the Contract or subcontract.

- 3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities, and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under the Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change the respective person to whom notice is given by written notice to the other and an amendment to the Contract is not necessary.
- 3.6 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise, or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 Property of the State. Any materials, including reports, computer programs, and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created as a result of a specific mutually agreed upon specification ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of the contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract. Contractor shall retain all ownership rights to any pre-existing Intellectual Property or Intellectual Property not made pursuant to a mutually agreed upon specification.

4 Costs and Payments.



Uniform Terms and Conditions

SS-11-010-001
Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
6

Arizona Automated Fingerprint Identification System (AZAFIS) System Hardware, Peripheral Hardware and Hardware Maintenance for Statewide Law Enforcement/Agency Use

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009

4.1 Payments.

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and include all delivery and unloading at the destinations.

4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor is responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. The Contractor and all subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the supplier;

4.5.2 Cancel the Contract

4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes.

5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signs the Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of



Uniform Terms and Conditions

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009

SS-11-010-001
Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
7

Arizona Automated Fingerprint Identification System (AZAFIS) System Hardware, Peripheral Hardware and Hardware Maintenance for Statewide Law Enforcement/Agency Use

work or materials, directed by a person who is not specifically authorized by the Procurement Officer in writing, or made unilaterally by the Contractor, are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under the Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of the Contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of the Contract.

5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability.

6.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification.

6.2.1 Contractor/Vendor Indemnification (Not Public Agency). The parties to the Contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this Contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions are responsible for their own negligence. Each party to the Contract is responsible for its own negligence.

6.2.2 Public Agency Language Only. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.



Uniform Terms and Conditions

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009

SS-11-010-001
Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
8

Arizona Automated Fingerprint Identification System (AZAFIS) System Hardware, Peripheral Hardware and Hardware Maintenance for Statewide Law Enforcement/Agency Use

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract if and to the extent that the party's performance of the Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence according to the force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause the delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third-Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of the Contract.

7 Warranties.

7.1 Liens. The Contractor warrants that the materials supplied under the Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in the Terms and Conditions, the Contractor warrants that, for one



Uniform Terms and Conditions

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009

SS-11-010-001
Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
9

Arizona Automated Fingerprint Identification System (AZAFIS) System Hardware, Peripheral Hardware and Hardware Maintenance for Statewide Law Enforcement/Agency Use

(1) year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged, and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000.

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.



Uniform Terms and Conditions

SS-11-010-001
Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
10

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009

Arizona Automated Fingerprint Identification System (AZAFIS) System Hardware, Peripheral Hardware and Hardware Maintenance for Statewide Law Enforcement/Agency Use

7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform, and shall be obligated to comply with, all purchase orders received by the Contractor before the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of, the Contract.

8 State's Contractual Remedies.

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract.

8.2 Stop-Work Order.

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by the Contract for period(s) of days indicated by the State after the written order is delivered to the Contractor. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop-work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under the Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract



Uniform Terms and Conditions

SS-11-010-001

Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
11

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009

Arizona Automated Fingerprint Identification System (AZAFIS) System Hardware, Peripheral Hardware and Hardware Maintenance for Statewide Law Enforcement/Agency Use

for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs, and damages described in the Uniform Terms and Conditions.

9 Contract Termination.

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an Offer or execution of a Contract shall attest that the Contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default.



Uniform Terms and Conditions

SS-11-010-001

Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
12

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009

Arizona Automated Fingerprint Identification System (AZAFIS) System Hardware, Peripheral Hardware and Hardware Maintenance for Statewide Law Enforcement/Agency Use

9.5.1 In addition to the rights reserved in the Contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses, and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor is liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 Contract Claims.

All contract claims or controversies under the Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 Arbitration.

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12 Comments Welcome.

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007



Special Terms and Conditions

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009

SS-11-010-001

Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
13

Arizona Automated Fingerprint Identification System
(AZAFIS) System Hardware, Peripheral Hardware and
Hardware Maintenance for Statewide Law
Enforcement/Agency Use

- Authority to Contract:** This contract is issued under the authority of the Department of Public Safety, Finance/Purchasing Section and as specifically allowed under A.R.S. § 41-2536 and A.A.C. R9-7-E301. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Department of Public Safety, Finance/Purchasing Section's Chief Procurement Officer or authorized designee in the form of an official contract amendment. Any attempt to alter any documents on the part of the Arizona Department of Public Safety or the contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
- Eligible Agencies (Statewide):** The contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes §41-2642.
- Administrative Fee Statewide Contract:** At the directive of the State Procurement Office, contractor shall assess an administrative fee in the amount of one (1%) against the sales receipts (payments received) from members of the State Purchasing Cooperative - including cities, counties, school districts and other qualified members. An updated list of State Purchasing Cooperative members may be found at the following URL: http://www.spo.az.gov/Cooperative_Procurement/SPC/default.asp. At its option, the State may expand the applicability of this fee.

Contractor shall remit the administrative fee to the State quarterly, to the following address and recipient.
 Arizona Department of Administration
 State Procurement Office Attention:
 'Statewide Contract Administrative Fee'
 100 N. 15th Avenue, Suite 201
 Phoenix, AZ 85007.

Administrative fees are due no later than thirty (30) days following the end of the calendar quarter in which the fee was assessed. The submission schedule shall be as follows:

January through March (Q1)	Due by April 30
April through June (Q2)	Due by July 31
July through September (Q3)	Due October 31
October through December (Q4)	Due January 31

Administrative fees shall be included in the contract's unit prices for all products and services sold under the contract. Contracts shall not have separate pricing for State agency customers and members of the State Purchasing Cooperative. Administrative fees shall not be assessed separately in the contract or within any invoice issued under the contract, in the form of a separate line item.

Contractor's failure to remit administrative fees in a timely manner or remit fees inconsistent with the contracts



Special Terms and Conditions

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009

SS-11-010-001

Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
14

Arizona Automated Fingerprint Identification System (AZAFIS) System Hardware, Peripheral Hardware and Hardware Maintenance for Statewide Law Enforcement/Agency Use

requirements may result in the State exercising any recourse available under the contract or as provided for by law.

4. Contract Type: Fixed price term, indefinite quantity, sole source contract per ARS § 41-2536, AAC R2-7-E301.
5. Estimated Quantities: The state anticipates considerable activity resulting from this contract, however, the state reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities.
6. Contract Term (1 Year): The contract shall commence upon award or as specified in the award documents and shall remain in full force and effect for one (1) year unless terminated, canceled, or extended as otherwise provided herein.
7. Contract Renewal: The contract shall not bind nor purport to bind the state for any contractual commitment in excess of the original contract period. The Department of Public Safety reserves the right, upon mutual agreement between the Department of Public Safety and the contractor, to renew the contract for supplemental periods of up to a maximum of forty-eight (48) months or a portion thereof. If such rights are exercised, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period unless otherwise stipulated.
8. Non-Exclusive Contract: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The state reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization (SPO Form 150) may be approved by the DPS Procurement Officer. Approval shall be at the exclusive discretion of the DPS Procurement Officer and shall be final. However, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the Arizona Procurement Code.
9. Licenses: Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.
10. Safety Standards: All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.
11. Deliveries: Deliveries shall be made within Thirty (30) days of receipt of the purchase order or as mutually agreed upon, in writing between the ordering agency and the contractor.
12. FOB Destination (Statewide): Contract pricing shall be F.O.B. Destination statewide, inclusive of all shipping charges for individual orders/deliveries weighing less than 60 lbs; F.O.B. Destination freight charges allowed and added to invoices for individual orders exceeding 60 lbs in weight. Contractor shall retain title and control of all goods/services until they are delivered, received, installed and contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the contractor. The State will notify the contractor promptly of any damaged



Special Terms and Conditions

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009

SS-11-010-001
Sole Source Contract per (ARS § 41-
2536, AAC R2-7-E301)

PAGE
15

Arizona Automated Fingerprint Identification System
(AZAFIS) System Hardware, Peripheral Hardware and
Hardware Maintenance for Statewide Law
Enforcement/Agency Use

goods and shall assist the contractor in arranging for inspection.

13. Taxes Not Included in Price: Contract prices shall not include applicable state and local taxes. The state shall pay all applicable taxes. Taxes must be listed as a separate item on all invoices.

14. Ordering Process: Upon award of a contract, all eligible agencies (see Para. 2) may procure the specific material and/or service awarded by the issuance of a contract release order/purchase order to the appropriate contractor. Each contract release order/purchase order shall cite the correct Arizona Department of Public Safety contract number. A contract release order/purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the agency to order and the contractor to deliver the material and /or service.

14.1. Any attempt to represent any material and/or service not specifically awarded as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to all legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

16. Billing: All billing notices or invoices shall be sent to the eligible using agency whose address appears on the contract release order/purchase order as the 'bill to address' and should contain, at a minimum, the following information.

- 15.1. Name and address of the contractor;
- 15.2. Both the contract number and contract release/purchase order number;
- 15.3. The contractor's federal tax identification number;
- 15.4. The contractor's remittance address;
- 15.5. A description of the goods or services provided;
- 15.6. Quantity and delivery/service timeframe;
- 15.7. Itemized (if applicable) and total invoice pricing.

17. Payment: Upon the issuing agencies receipt and acceptance of goods or services, the Contractor shall submit to the issuing agency, a complete and accurate invoice for payment within thirty (30) days. The issuing agency shall make payments that comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days.

18. Price Adjustment (annual): The Department may review a fully documented request for a price adjustment only at the time of contract extension (annual). The requested shall be based upon a significant cost burden to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product/service contractually covered. A price adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process.

- A. Formal request for price adjustments shall be initiated by the contractor 90 days in advance of the contract extension date in order to allow the Department sufficient time to evaluate and disposition the request.
- B. The Department, at its sole discretion may; a) Approve the request; b) deny the request; c) require additional information concerning the request; or c) pursue an alternate option considered to be in the best interest of the State. All approvals shall be in the form of an official contract amendment.



Special Terms and Conditions

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009

SS-11-010-001
Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
16

Arizona Automated Fingerprint Identification System (AZAFIS) System Hardware, Peripheral Hardware and Hardware Maintenance for Statewide Law Enforcement/Agency Use

19. **Indemnification:** Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

20. **INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

I. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability and XCU coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000



Special Terms and Conditions

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009

SS-11-010-001
Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
17

Arizona Automated Fingerprint Identification System (AZAFIS) System Hardware, Peripheral Hardware and Hardware Maintenance for Statewide Law Enforcement/Agency Use

- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Damage (Any one fire) \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor."*
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."*
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$ 500,000

Disease – Each Employee \$ 500,000

Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered



Special Terms and Conditions

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009

SS-11-010-001

Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
18

Arizona Automated Fingerprint Identification System (AZAFIS) System Hardware, Peripheral Hardware and Hardware Maintenance for Statewide Law Enforcement/Agency Use

to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to Arizona Department of Public Safety – Finance Section – Mail Drop 1330; P. O. Box 6638, Phoenix, AZ 85005-6638 and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Arizona Department of Public Safety – Finance Section – Mail Drop 1330; P. O. Box 6638, Phoenix, AZ 85005-6638. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL: Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance



Special Terms and Conditions

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009

SS-11-010-001
Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
19

Arizona Automated Fingerprint Identification System (AZAFIS) System Hardware, Peripheral Hardware and Hardware Maintenance for Statewide Law Enforcement/Agency Use

Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

21. Current Products: All systems and components thereof shall be new, not remanufactured or refurbished and in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment; and capable of meeting or exceeding all specifications and requirements set forth in this contract. In the event that new equipment is unavailable, the State agrees to accept remanufactured equipment when no other solution is available. The warranty provided by Contractor for such remanufactured equipment will be the same as for new equipment. The contractor shall have been in business a minimum of three years selling this class of equipment. Components used in the equipment shall be only those specified in the vendor equipment manual.
22. Serial Numbers: The contract is for equipment on which the original manufacturer's serial number has not been altered in any way. Throughout the contract term, the state reserves the right to reject any altered equipment.
23. Warranty (12 Months): All products supplied under this specification shall be fully guaranteed by the contractor for a minimum period of 12 months or as specified by manufacturer (if greater than one (1) year, from the date of acceptance by the state. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the contractor (including parts and labor) without cost to the state. The written warranty shall be included with the delivered products to the using entity.
24. Defective Products: All defective products shall be replaced and exchanged by the contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the vendor. All replacement products must be received by the state within seven (7) days of initial notification.
25. Product Discontinuance:
 1. In the event that a product or groups of products are discontinued by a manufacturer, the State at its sole discretion may allow the contractor to provide substitutes for the discontinued product(s) or allow the deletion of such products from the contract. The request may be submitted at any time during the contract period and shall be supplemented with the following information. Failure to supply any of the following information with the request may result in the state not considering the request.
 - 1.1. A formal announcement from the manufacturer stating that the product(s) have been discontinued.
 - 1.2. Documentation from the manufacturer that cites the effected products by item number and description.
 - 1.3. Documentation from the manufacturer that names the replacement product(s).
 - 1.4. Documentation that provides clear evidence that the replacement product(s) meets or exceeds the specifications of the discontinued product(s) while remaining in the same product group(s) as the discontinued item, and;
 - 1.5. Documentation confirming that the price for the replacement product(s) is the same as or less than the



Special Terms and Conditions

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009

SS-11-010-001

Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
20

Arizona Automated Fingerprint Identification System (AZAFIS) System Hardware, Peripheral Hardware and Hardware Maintenance for Statewide Law Enforcement/Agency Use

discontinued item.

2. Approval shall be in the form of a contract amendment and shall become effective on the date specified in the amendment. Upon approval by the state, the contractor shall make available all electronic and hard catalog/price list updates to all eligible at no additional cost to the State.

26. Usage Report: The contractor shall furnish DPS a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by the state and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit. The usage report shall be due at the end of the contract term.

27. Contraband: Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages.

DEFINITION - A.R.S. § 13-2501

Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)

PROMOTING PRISON CONTRABAND - A.R.S. § 13-2505

1. A person, not otherwise authorized by law, commits promoting prison contraband:

A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or

B. By knowingly conveying contraband to any person confined in a correctional facility; or

C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.

2. Promoting prison contraband is a Class 5 felony.

28. Criminal Sanctions: The contractor and all contractor employees shall be made aware of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 USC 552a. Specifically, 5 USC 552a (I) (1), which is made applicable to contractors by 5 USC 552a (m) (1), provides that a Contractor who, by virtue of his employment or official position, has possession of, or access to, agency records which contain individual identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material



Special Terms and Conditions

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009

SS-11-010-001
Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
21

Arizona Automated Fingerprint Identification System (AZAFIS) System Hardware, Peripheral Hardware and Hardware Maintenance for Statewide Law Enforcement/Agency Use

in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5000.

The same notification is given regarding unauthorized disclosure of "Official Use Only" information. Further Disclosure of such information, by any means, for a purpose or to an extent unauthorized herein, shall subject the offender to criminal sanctions imposed by 18 USC 641. That section provides that whoever knowingly converts to his use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000 or imprisonment of up to ten (10) years, or both.

1052.224-9000-Disclosure of Information—Safeguards

1. Pursuant to Treasury Regulations IRC Section 6103 (n) and as required by Text 1024.9001 (except as provided in (b) and (c) below), the following clause will be included in all solicitations and contracts which involve disclosure of returns and return information, with the additional information as required in paragraph (4) of the clause:

Disclosure of Information-Safeguards (Jan 1998)

In performance of this contract, the contractor agrees to comply and assume responsibility for compliance by his/her employees with the following requirements:

- a. All work shall be performed under the supervision of the contractor of the contractor's responsible employees.
- b. Any return or return information made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employees of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspections or disclosures should be addressed to the IRS Contracting Officer.
- c. Should a person (contractor or subcontractor) or one of his/her employees make any unauthorized inspection(s) or disclosure (s) of confidential tax information, the terms of the Default clause (FAR 52.249-8), incorporated herein by reference, may be invoked, and the person (contractor or subcontractor) will be considered to be in breach of this contract.

29. Federal Immigration Laws, Compliance by State Contractors: By entering into the contract, the contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. The contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the contract. I-9 forms are available for download at USCIS.GOV. The state may request verification of compliance for any contractor or subcontractor performing work under the contract. Should the State suspect or find that the contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension and/or debarment of the contractor. All cost necessary to verify



Special Terms and Conditions

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009

SS-11-010-001

Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
22

Arizona Automated Fingerprint Identification System
(AZAFIS) System Hardware, Peripheral Hardware and
Hardware Maintenance for Statewide Law
Enforcement/Agency Use

compliance are the responsibility of the contractor.

30. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement:

1. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.)
 2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
 3. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
 4. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1. (above)
31. Sudan or Iran Investments (Compliance with A.R.S. 35-393 and 35-391): In accordance with A.R.S. 35-393, the contractor hereby certifies that the contractor does not have scrutinized business operations in Iran. In accordance with A.R.S. 35-391, the contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan.
32. I.T. 508 Compliance: Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. §41-2531 and 41- §2532 and Section 508 of the Rehabilitation Act of 1973, which required that employees and members of the public shall have access to and use information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
33. Offshore Performance of Work Prohibited: Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
34. Illegal/Non-Prescription Drugs, Alcohol and Weapons: Illegal/non-prescription drugs, alcohol and weapons (of any type) are not permitted on Arizona Department of Public Safety property (land or building). Any contractor or contractor employee possessing illegal/non-prescription drugs, alcohol and/or weapons (of any type) on Arizona Department of Public Safety property shall be immediately removed from the property and not be allowed future access.



Special Terms and Conditions

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009

SS-11-010-001
Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
23

Arizona Automated Fingerprint Identification System
(AZAFIS) System Hardware, Peripheral Hardware and
Hardware Maintenance for Statewide Law
Enforcement/Agency Use

35. Executive Order 2007-03 Improving Air Quality: The Contractor shall comply with Executive Order 2007-03 as it applies to this project.



Specifications/Scope of Work

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009

SS-11-010-001
Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
24

Arizona Automated Fingerprint Identification System
(AZAFIS) System Hardware, Peripheral Hardware and
Hardware Maintenance for Statewide Law
Enforcement/Agency Use

N/A



Price Sheet

SS-11-010-001
Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
25

Arizona Department of Public Safety
 2102 W. Encanto Blvd., Ste 340
 Phoenix, Arizona 85009

Arizona Automated Fingerprint Identification System
 (AZAFIS) System Hardware, Peripheral Hardware and
 Hardware Maintenance for Statewide Law
 Enforcement/Agency Use

ITEM	PART #	DESCRIPTION	Est. Qty/ Annual	Price
1	SMMATCHER0-0	MetaMatcher Fingerprint Matching Unit		\$248,409.09
2	SMMATCHER0-M	One year maintenance for MetaMatcher		\$37,261.36
3	SMME-WSEXPO-0	MetaMorpho AFIS Expert Workstation Base Workstation		\$42,616.16
4	SMME-WSEXPO-M	One year Maintenance for MetaMorpho AFIS Expert Workstation - Base Workstation		\$6,392.42
5	SMME-WSRCLO-0	MetaMorpho AFIS Expert Workstation and Remote Cluster		\$49,686.87
6	SMME-WSRCLO-M	One year maintenance for MetaMorpho AFIS Expert Workstation and Remote Cluster		\$7,453.03
7	SMME-CHARTO-0	Morpho Charting Application, Option for MetaMorpho AFIS Expert Workstation or Remote Cluster		\$4,313.13
8	SMME-CHARTO-M	One year maintenance for Morpho Charting Application		\$646.97
9	SMME-FSCANO-0	Tenprint and Latent flatbed scanner option for MetaMorpho AFIS Expert Workstation		\$4,818.18
10	SMME-FSCANO-M	One year maintenance for scanner		\$722.73
11	SMME-ULWIGO-0	FBI unsolved latent workstation (ULW) integration add-on for MetaMorpho Expert Workstation or Remote Cluster		\$4,515.15
12	SMME-ULWIGO-M	One year maintenance for Unsolved Latent Workstation (ULW)		\$677.27
13	SMME-LTACQO-0	LITE-LAW Latent camera option for MetaMorpho Expert Workstation or Remote Cluster		\$12,797.98
14	SMME-LTACQO-M	One year maintenance for LITE-LAW		\$1,919.70
15	SCSFULFWSOO	Cardscan functionality on full workstation		\$7,575.76
16	SCSFULWSOM	One year maintenance on Cardscan		\$1,136.36
17	SLIV-DUPLX-10	MetaMorpho duplex laser printer		\$4,792.93
18	SLIV-DUPLX1-M	One year maintenance for duplex laser printer		\$719.19
19	SLIV-DUPLX-20	MetaMorpho duplex color laser printer		\$5,018.18
20	SLIV-DUPLX2-M	One year maintenance for color laser printer		\$752.53
21	SMME-IPSVRO-0	MetaMorpho Image Processing Services (IPS)		\$74,181.82
22	SMME-IPSVRO-M	One year maintenance for IPS		\$11,127.27
23	SMME-REMCLO-0	MetaMorpho Remote Cluster Server		\$9,595.96
24	SMME-REMCLO-M	One year maintenance for MetaMorpho Remote Cluster Server		\$1,439.39
25	SBSV-STAND0-0	MetaMorpho Biometric Server (BSV) FastID interface		\$83,830.00
26	SBSV-STAND0-M	Maintenance: One year for MetaMorpho Biometric Server (BSV)		\$12,574.50
27	SMMDATAEXOO	MetaMorpho Data Exchange Service (DES)		\$174,848.48
28	SMMDATAEXOM	One year maintenance for DES		\$26,227.27



Price Sheet

SS-11-010-001
Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
26

Arizona Department of Public Safety
 2102 W. Encanto Blvd., Ste 340
 Phoenix, Arizona 85009

Arizona Automated Fingerprint Identification System (AZAFIS) System Hardware, Peripheral Hardware and Hardware Maintenance for Statewide Law Enforcement/Agency Use

29	SFDR-SEATLO-O	MetaMorpho Data Exchange Service (MM DES) per connection license	\$777.78
30	SFDR-SEATLO-M	One year maintenance per connection license	\$116.67
31	SMMNETMNGOO	Network Manager	\$75,757.58
32	SMMNETMNGOM	Annual maintenance for first 250 nodes on Network Manager	\$303.03
33	SMMNETMNGIM	Annual maintenance for the subsequent 250 nodes on Network Manager	\$181.82
34	SFII-SERVRO-O	FastID Interface Srver (FIIS) for connecting FastId terminals to BioServer (BSV)	\$127,272.73
35	SFII-SERVRO-M	One year maintenance for FastID Interface Server	\$19,090.91
36	SFII-SERV10-O	Coding option for FastID Interface Server (FIIS)	\$9,595.96
37	SFII-SERV10-M	One year maintenance for FIIS	\$1,439.39
38	SFII-SERV20-O	Connection license (per device) for FastID Interface Server	\$1,303.03
39	SFII-SERV20-M	One year maintenance on connection license (per device)	\$195.45
40	SSTG-RAIDEX-O	MorphoTrak AFIS RAID Expansion (price/record)	.38
41	SSTG-RAIDEX-M	One year maintenance for AFIS RAID expansion	.06
42	SARC-MARSBO-O	Morpho Archive and retrieval System (MARS) Base	\$193,888.89
43	SARC-MARSBO-M	One year maintenance for MARS	\$29,083.33
44	SARC-50KNRO-O	MARS/OPPIS Storage and License (per 100,000 NIST records) @ 1000PPI	\$25,252.53
45	SARC-50KNRO-M	One year maintenance on MARS	\$3,787.88
46	SARC100KNRO	MARS/OPPIS Storage and License (per 100,000 NIST records) @ 500PPI	\$18,181.82
47	SARC100KNRM	One year maintenance on MARS	\$2,727.27
48	SARC-WSBASO-O	MARS Workstation base with hardware and software	\$12,878.79
49	SARC-WSBASO-M	One year maintenance for MARS workstation base	\$1,931.82
50	SARC-WSLICO-O	MARS web-client SW license (software license only)	\$7,424.24
51	SARC-WSLICO-M	One year maintenance for Mars Workstation software license	\$1,113.64
52	SARC-NISTCO-O	MARS Customization of additional NIST/Card record type	\$28,232.32
53	SARC-NISTCO-M	One year maintenance on MARS customization of additional NIST/card record types	\$4,234.85
54	SLIVAZDISPO	Arizona Disposition Form Software	\$808.08
55	SLIVAZDISPM	One year maintenance for Arizona Disposition Form Software	\$121.21
56	SLIVTRAIN01	Training: First 4 students	\$1,010.10
57	SLIVTRAIN02	Training: each additional 4 students	\$808.08
58	SMMEOPISL10	AZAFIS, OPPIS Remote site option 1 (PC, printer, OPPIS SW license)	\$14,141.41
59	SMMEOPISL1M	One year maintenance for OPPIS remote site option 1	\$989.82
60	SMMEOPISL20	AZAFIS, OPPIS Remote site option 2 (PC, OPPIS	\$12,222.22



Price Sheet

SS-11-010-001
Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
27

Arizona Department of Public Safety
 2102 W. Encanto Blvd., Ste 340
 Phoenix, Arizona 85009

Arizona Automated Fingerprint Identification System
 (AZAFIS) System Hardware, Peripheral Hardware and
 Hardware Maintenance for Statewide Law
 Enforcement/Agency Use

		SW license)		
61	SMMEOPISL2M	One year maintenance for OPPIS remote site option 2		\$855.52
62	SMMEOPISL30	AZAFIS, OPPIS, Remote site option 3 (OPPIS SW license)		\$10,000.00
63	SMMEOPISL3M	One year maintenance for OPPIS remote site option 3		\$700.00
64	SILS-P250D0-M	One year maintenance on Livescan PalmCapable for ILS2-P250/D		\$4,477.27
65	SILS-P250C0-M	One year maintenance on Livescan PalmCapable for ILS2-P250/C		\$5,454.55
66	SILS-P250M0-M	One year maintenance on Livescan PalmCapable for ILS2-P250/M		\$4,780.30
67	SILS-P255D0-O	ILS2-P255/D Livescan booking workstation, palms and rolled fingerprints, desktop, 500 ppi		\$25,202.02
68	SILS-P255D0-M	One year maintenance on ILS2-P255-D		\$3,780.30
69	SILS-P255CO-O	ILS2-P255/C Livescan booking workstation, palms and rolled fingerprints, cabinet, 500 ppi		\$28,232.32
70	SILS-P255CO-M	One year maintenance on ILS2-P255-C		\$4,234.85
71	SILS-P255MO-O	ILS2-P255/M Livescan booking workstation, palms and rolled fingerprints, mobile, 500ppi		\$25,808.08
72	SILS-P255MO-M	One year maintenance on ILS2-P255-M		\$3,871.21
73	SILS-P300D0-O	ILS2-P300/D Livescan booking workstation, palms and rolled fingerprints, destop, 1000ppi		\$32,777.78
74	SILS-P300D0-M	One year maintenance on ILS2-P300-D		\$4,916.67
75	SILS-P300CO-O	ILS2-P300/C Livescan booking workstation, palms and rolled fingerprints, cabinet, 1000ppi		\$42,424.24
76	SILS-P300CO-M	One year maintenance for ILS2-P300-C		\$6,363.64
77	SILS-P300MO-O	ILS2-P300/M Livescan booking workstation, palms and rolled fingerprints, mobile, 1000ppi		\$34,797.98
78	SILS-P300MO-M	One year maintenance for ILS2-P300/M		\$5,219.70
79	SILS-R300D0-O	ILS2-R300/D Livescan booking workstation, rolled fingerprints, desktop, 1000ppi		\$21,313.13
80	SILS-R300D0-M	One year maintenance for ILS2-R300-D		\$3,196.97
81	SILS-R300CO-O	ILS2-R300/C Livescan booking workstation, rolled fingerprints, cabinet, 1000ppi		\$27,272.73
82	SILS-R300CO-M	One year maintenance for ILS2-R300/C		\$4,090.91
83	SILS-R300MO-O	ILS2-R300/M Livescan booking workstation, rolled fingerprints, mobile, 1000ppi		\$21,616.16
84	SILS-R300MO-M	One year maintenance for ILS2-R300-M		\$3,242.42
85	SILS-R255D0-O	ILS2-R255/D Livescan booking workstation, rolled fingerprints, desktop, 500ppi		\$13,934.34
86	SILS-R255D0-M	One year maintenance for ILS2-R255/D		\$2,090.15
87	SILS-R255CO-O	ILS2-R255/C Livescan booking workstation, rolled fingerprints, cabinet, 500ppi		\$16,964.65
88	SILS-R255CO-M	One year maintenance for ILS2-R255/C		\$2,544.70
89	SILS-R255MO-O	ILSE-R255/M Livescan booking workstation, rolled		\$14,595.96



Price Sheet

SS-11-010-001
Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
28

Arizona Department of Public Safety
 2102 W. Encanto Blvd., Ste 340
 Phoenix, Arizona 85009

Arizona Automated Fingerprint Identification System
 (AZAFIS) System Hardware, Peripheral Hardware and
 Hardware Maintenance for Statewide Law
 Enforcement/Agency Use

		fingerprints, mobile, 500ppi	
90	SILS-R255MO-M	One year maintenance for ILS2-R255/M	\$2,189.39
91	SMCK-R300DO-O	MorphoCheck R300/D Livescan applicant workstation, rolled fingerprints, desktop, 1000ppi	\$17,323.23
92	SMCK-R300DO-M	One year maintenance for MC-R300/D	\$2,598.48
93	SMCK-R300CO-O	MorphoCheck R300/C Livescan applicant workstation, rolled fingerprints, cabinets, 1000ppi	\$22,171.22
94	SMCK-R300CO-M	One year maintenance for MC-R300/C	\$3,325.76
95	SMCK-R300MO-O	MorphoCheck R300/M Livescan applicant workstation, rolled fingerprints, mobile, 1000ppi	\$19,343.43
96	SMCK-R300MO-M	One year maintenance for MC-R300/M	\$2,901.52
97	SMCK-R255DO-O	MorphoCheck R255/D Livescan applicant workstation, rolled fingerprints, desktop, 500ppi	\$11,060.61
98	SMCK-R255DO-M	One year maintenance for MC-R255/D	\$1,659.09
99	SMCK-R255CO-O	MorphoCheck R255/C Livescan applicant workstation, rolled fingerprints, cabinet, 50ppi	\$15,101.01
100	SMCK-R255CO-M	One year maintenance for MC-R255/C	\$2,265.15
101	SMCK-R255MO-O	MorphoCheck R255/M Livescan applicant workstation, rolled fingerprints, mobile, 500ppi	\$13,080.81
102	SMCK-R255MO-M	One year maintenance for MC-R255/M	\$1,962.12
103	SMCK-F255DO-O	MorphoCheck F255/D Livescan applicant workstation, identification flat fingerprints, desktop, 500ppi	\$10,050.51
104	SMCK-F255DO-M	One year maintenance for MC-F255/D	\$1,507.58
105	SMCK-F255CO-O	MorphoCheck F255/C Livescan applicant workstation, identification flat fingerprints, cabinet, 500ppi	\$14,090.91
106	SMCK-F255CO-M	One year maintenance for MC-F255/C	\$2,113.64
107	SMCK-F255MO-O	MorphoCheck F255/M Livescan applicant workstation, identification flat fingerprints, mobile, 500ppi	\$12,070.71
108	SMCK-F255MO M	One year maintenance for MC-F255/M	\$1,810.61
109	SCSC-ANO500-O	Morpho Cardscan workstation, 500ppi	\$14,515.15
110	SCSC-ANO500-M	One year maintenance for Morpho Cardscan 500ppi	\$2,177.27
111	SCSC-AN1000-O	Morpho Cardscan workstation, 1000ppi	\$16,535.35
112	SCSC-AN1000-M	One year maintenance for Morpho Cardscan, 1000ppi	\$2,480.30
113	SCSW-BSCANO-O	Morpho Cardscan workstation with batch scanner	\$29,080.81
114	SCSW-BSCANO-M	One year maintenance for Morpho Cardscan with batch scanner	\$4,362.12
115	SCSW-WSDDEO-O	Demographic data entry (DDE) workstation	\$7,565.66
116	SCSW-WSDDEO-M	One year maintenance for Demographic data entry workstation	\$1,134.85
117	SCSW-DMSVRO-O	Data merge server	\$9,060.61
118	SCSW-DMSVRO-M	One year maintenance for data merge server	\$1,359.09
119	SLIV-MUGSHO-O	Digital mugshot capture option for Livescan equipped with cabinet	\$5,404.04
120	SLIV-MUGSHO-M	One year maintenance for digital mugshot capture option for Livescans equipped with cabinet	\$810.61



Price Sheet

SS-11-010-001
Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
29

Arizona Department of Public Safety
 2102 W. Encanto Blvd., Ste 340
 Phoenix, Arizona 85009

Arizona Automated Fingerprint Identification System
 (AZAFIS) System Hardware, Peripheral Hardware and
 Hardware Maintenance for Statewide Law
 Enforcement/Agency Use

121	SLIV-MUGSHI-O	Digital mugshot capture option for desktop or mobile Livescans	\$5,404.04
122	SLIV-MUGSHI-M	One year maintenance for digital mugshot capture option for desktop or mobile Livescans	\$810.61
1234	SLIV-RMSIFO-O	Livescan (ILS2) records management system (RMS) interface option	\$10,050.51
124	SLIV-RMSIFO-M	One year maintenance for ILS2 record management system (RMS) interface	\$1,507.58
125	SLIV-DUPLXO-O	Duplex printing option (criminal fingerprint cards and applicant fingerprint cards)	\$5,221.40
126	SLIV-DUPLXO-M	One year maintenance for duplex printing option	\$783.21
127	SLIV-SIMPL0-O	Simplex printing option (applicant fingerprint cards)	\$4,708.23
128	SLIV-SIMPL0-M	One year maintenance for simplex printing option	\$706.23
129	SLIV-DRAW0-0	Paper Tray	\$505.05
130	SLIV DRAW0-M	Maintenance: One Year for printer tray	\$76.52
131	SLIV-SIGNAO-O	Signature capture option for Livescan (ILS2)	\$416.24
132	SLIV-SIGNAO-M	One year maintenance for signature capture	\$62.44
133	SLIV-TOUCHO-O	Touch screen upgrade for Livescans with cabinets	\$1,956.75
134	SLIV-TOUCHO-M	One year maintenance for touch screen upgrade	\$293.51
135	SLIV-PSCANO-O	Prescan pad, 3 x 4.5"	\$101.01
136	SLIVCARDFMO	Custom tenprint card formatting	\$3,232.32
137	SLIVCARDFMM	Maintenance for ILS2 custom tenprint card formatting	\$484.85
138	SRAP-1100WO-O	Morpho RapID MR1100W	\$4,636.36
139	SRAP-1100WO-M	One year maintenance on Morpho RapID MR1100W	\$691.92
140	SRAP-1100GO-O	Morpho RapID MR1100G	\$5,242.42
141	SRAP-1100GO-M	One year maintenance for Morpho RapID MR1100G	\$691.92
142	SRAP-1100WG-O	Morpho RapID MR1100WG	\$5,444.44
143	SRAP-1100WG-M	One year maintenance for Morpho RapID MR1100WG	\$691.92
144	SRAP-1100BR-1	RapDock1	\$257.58
145	SRAP-1100RR-4	RapDock4	\$691.92
146	SRAP-1100VP-A	RapCar	\$65.66
147	SRAP-1100VC-R	RapCradle (not powered)	\$116.16
148	SRAP-1100VC-P	RapCradle(powered)	\$166.67
149	SRAP-1100KL-L	RapLoc	\$1,000.00
150	SRAP-1100PW-R	RapCharge	\$50.51
151	SRAP-1100BA-T	RapBattery	\$156.57
152	SRAP-1100ST-Y	RapStylus	\$45.45
153	SRAP-1100SA-T	RapSatchel	\$38.38
154	SRAP1008G2M	One year maintenance for Morpho RapID MR100bG	\$691.92
155	SRAP-100BAT-O	Morpho RapID100 battery	\$206.06
156	SRAP-100BRS-O	Morpho RapID desktop battery charger	\$415.15
157	MTID-MRPID-O	MorphoIdent Mobile Device	\$1,717.17
158	MTID-MRPID-M	One year maintenance for MorphoIdent Mobile Device	\$80.81
159	MTID-MRPID-S	MorphoIdent Professional Services (up to 2 weeks)	\$16,161.62
160	MTID-BTUSB2-O	Bluetooth 2.1 USB Micro Adapter	\$25.25
161	MTID-BTUSB2-M	One year maintenance for Bluetooth 2.1 USB Micro	\$3.79



Price Sheet

SS-11-010-001
Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
30

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009

Arizona Automated Fingerprint Identification System
(AZAFIS) System Hardware, Peripheral Hardware and
Hardware Maintenance for Statewide Law
Enforcement/Agency Use

		Adapter		
162	SDIG-00100F-O	DigiScan web fast ID full client workstation		\$4,333.33
163	SDIG-00100F-M	One year maintenance on Digiscan web full client workstation		\$604.55
164	SDIG-00100S-O	DigiScan web fast ID software client		\$3,626.26
165	SDIG-00100S-M	One year maintenance for Digiscan web software client		\$498.48
166	SDIG-001SVR-O	DigiScan web servers-interface to BioServer (BSV)		\$48,383.84
167	SDIG-001SVR-M	One year maintenance for DigiScan web servers		\$7,257.58
168	SCSW-BSCAN0-O	10000XL BatchScanner with Automatic Document Feeder		\$48,600.00

Pricing Assumptions

1. All MetaMorpho components, connectivity and storage/archive systems assume MetaMorpho AFIS 3.2.
2. System maintenance pricing assumes on-going annual maintenance pricing for 12 months following warranty. Subsequent years are subject to a 5% escalation.
3. Price of MARS includes price of Base and number of incremental storage blocks.
4. Customer-owned PC's must meet certain criteria when purchasing the MARS workstation (software license only product).
5. Foot pedal and UPS are not included in the applicant livescan (MorphoCheck) product configurations. It is available as an option.
6. ILS2-R255/C will use the full-size LS2 cabinet w/ an adapter.
7. A batch scan solution requires a batch scanner, one or more DDE stations and a Data Merge server to merge the images and demographics.
8. Cardscan supports FBI applicant and criminal card templates. Others may require specific customization. Price of DigiScan server includes "standard" customization for data elements, integration, certification, installation. Additional services may apply for custom data elements.
9. The basic DigiScan server configuration limits are up to 100 Digiscan Web clients and 300 transactions per hour. Beyond this some server components need to be increased.
10. The MetaMorpho/MetaMatcher configuration needs to be evaluated to make sure it can handle the additional search workload or if an upgrade is required. Depending on volumes of transactions, the BSV, DigiScan Web Servers and/or the Matcher subsystem may need to be upgraded to support the capacity of search transactions without impacting other AFIS workload.
11. Prices for all products assume standard state configurations. Requirements requested beyond the state configurations will need to be evaluated and quoted separately.



Attachments

SS-11-010-001
Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
31

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009

Arizona Automated Fingerprint Identification System
(AZAFIS) System Hardware, Peripheral Hardware and
Hardware Maintenance for Statewide Law
Enforcement/Agency Use

N/A



End of Document

SS-11-010-001
Sole Source Contract per (ARS § 41-2536, AAC R2-7-E301)

PAGE
32

Arizona Department of Public Safety
2102 W. Encanto Blvd., Ste 340
Phoenix, Arizona 85009

Arizona Automated Fingerprint Identification System
(AZAFIS) System Hardware, Peripheral Hardware and
Hardware Maintenance for Statewide Law
Enforcement/Agency Use

End of Document



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/16/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC 500 WEST MONROE STREET CHICAGO, IL 60661 Attn: CAROL RADWANSKI 312-627-6278 500892-SAGEM-CAS-10-11	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED MorphoTrak, Inc. Attn: Thierry Boillot 1145 Broadway Plaza, Ste 200 Tacoma, WA 98402	INSURER A: Liberty Mutual Fire Ins Co	NAIC # 23035
	INSURER B: N/A	N/A
	INSURER C: Liberty Insurance Corporation	42404
	INSURER D: N/A	N/A
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CHI-004195853-01 **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			TB2641438914020	07/01/2010	07/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS2641438914010 COMP \$250/COLL \$1000	07/01/2010	07/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA764D438914030 (DEDUCTIBLE) WC7641438914040 (RETRO) STOP GAP (WA)	07/01/2010 07/01/2010	07/01/2011 07/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Contract# SS-11-010-001 for AZAFIS System Hardware, Peripheral Hardware, and Hardware Maintenance

The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees are an Additional Insured as respects their interest in the operations of the Named Insured as required by written contract regarding General Liability. Waiver of subrogation applies in favor of the additional insured. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

CERTIFICATE HOLDER Arizona Department of Public Safety Attn: Finance Section Mail Drop 1330, P.O. Box 6638 Phoenix, AZ 85005-6638	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Katey E. Jones
--	---

© 1988-2010 ACORD CORPORATION. All rights reserved.



ARIZONA DEPARTMENT OF PUBLIC SAFETY
CONTRACT AMENDMENT

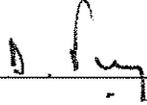
P. O. Box 6638
Mail Drop 1330
Phoenix, Arizona 85005
(602) 223-2411

CONTRACT NO. SS11-010-001 (ADPS-11-000307)
AMENDMENT NO. 2

The following is hereby incorporated into contract SS11-010-001 (ADPS11-000307):

- 1) ADPS onsite AZAFIS System Annual Software/Hardware License and Maintenance Service per contract SS11-010-001 and Safran - Morphotrak Maintenance & Support Agreement M&SA #004297-000 dated and April, 9, 2012; and year 07/011 – 06/12 pricing schedule exhibit C.
- 2) Contract extended through June 17, 2013 as per Special Terms and Conditions paragraph 7.

All other terms and conditions remain the same

Contractor hereby acknowledges receipt and understanding of above amendment	The above referenced Contract Amendment is hereby executed this
 <div style="display: flex; justify-content: space-between;"> Signature Date </div>	<div style="display: flex; justify-content: space-between;"> 30 Day of April 2012, a Phoenix, Arizona. </div>
Daniel Vassy, President & CEO	
MorphoTrak, Inc.	Rex L. Martin, Acting Chief Procurement Officer
Company name:	



MAINTENANCE AND SUPPORT AGREEMENT

MorphoTrak, Inc., ("MorphoTrak" or "Seller") having a principal place of business at 113 South Columbus Street, 4th Floor, Alexandria, VA 22314, and Arizona Department of Public Safety ("Customer"), having a place of business at 2310 N 20th Avenue, Phoenix, AZ 85009, enter into this Maintenance and Support Agreement ("Agreement"), pursuant to which Customer will purchase and Seller will sell the maintenance and support services as described below and in the attached exhibits. Seller and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows.

Section 1. EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit A	"Description of Covered Products"
Exhibit B	"Support Plan"
Exhibit C	"Support Plan Options and Pricing Worksheet"
Exhibit D	"Billable Rates"

Section 2. DEFINITIONS

"Equipment" means the physical hardware purchased by Customer from Seller pursuant to a separate System Agreement, Products Agreement, or other form of agreement.

"MorphoTrak" means MorphoTrak, Inc.

"MorphoTrak Software" means Software that MorphoTrak or Seller owns. The term includes Product Releases, Standard Releases, and Supplemental Releases.

"Non-MorphoTrak Software" means Software that a party other than MorphoTrak or Seller owns.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Technical Support Services.

"Patch" means a specific change to the Software that does not require a Release.

"Principal Period of Maintenance" or "PPM" means the specified days, and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by Customer is indicated in the Support Plan Options and Pricing Worksheet.

"Products" means the Equipment (if applicable as indicated in the Description of Covered Products) and Software provided by Seller.

"Releases" means an Update or Upgrade to the MorphoTrak Software and are characterized as "Supplemental Releases," "Standard Releases," or "Product Releases." A "Supplemental Release" is defined as a minor release of MorphoTrak Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the MorphoTrak Software. Depending on Customer's specific configuration, a Supplemental Release might not be applicable. Supplemental Releases are

identified by the third digit of the three-digit release number, shown here as underlined: "1.2.3". A "Standard Release" is defined as a major release of MorphoTrak Software that contains product enhancements and improvements, such as new databases, modifications to databases, or new servers. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: "1.2.3". A "Product Release" is defined as a major release of MorphoTrak Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: "1.2.3". If a question arises as to whether a Product offering is a Standard Release or a Product Release, MorphoTrak's opinion will prevail, provided that MorphoTrak treats the Product offering as a new Product or feature for its end user customers generally.

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

"Services" means those maintenance and support services described in the Support Plan and provided under this Agreement.

"Software" means the MorphoTrak Software and Non-MorphoTrak Software that is furnished with the System or Equipment.

"Specifications" means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

"Standard Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established MorphoTrak holidays.

"Standard Business Hour" means a sixty (60) minute period of time within a Standard Business Day(s).

"Start Date" means the date upon which this Agreement begins. The Start Date is specified in the Support Plan Options and Pricing Worksheet.

"System" means the Products and services provided by Seller as a system as more fully described in the Technical and Implementation Documents attached as exhibits to a System Agreement between Customer and Seller (or MorphoTrak).

"Technical Support Services" means the remote telephonic support provided by Seller on a standard and centralized basis concerning the Products, including diagnostic services and troubleshooting to assist Customer in ascertaining the nature of a problem being experienced by the Customer, minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and assistance or advice on installation of Releases provided under this Agreement.

"Update" means a Supplemental Release or a Standard Release.

"Upgrade" means a Product Release.

Section 3. SCOPE AND TERM OF SERVICES

3.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Seller will provide to Customer the Services in accordance with Customer's selections as indicated in the Support Plan Options and Pricing Worksheet, and such Services will apply only to the Products described in the Description of Covered Products.

3.2. Unless the Support Plan Options and Pricing Worksheet expressly provides to the contrary, the term of this Agreement is one (1) year, beginning on the Start Date.

3.3. This Agreement covers all copies of the specified Software listed in the Description of Covered Products that are licensed by Seller to Customer. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Software that are licensed to Customer as of the beginning of the annual maintenance and support period. If, during an annual maintenance and support period, Customer acquires additional units of the Software that is covered by this Agreement, the price for maintenance and support services for those additional units will be calculated and added to the total price either (1) if and when the annual maintenance and support period is renewed or (2) immediately when Customer acquires the additional units, as MorphoTrak determines. Seller may adjust the price of the maintenance and support services effective as of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the annual maintenance and support period. If Customer notifies Seller of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Seller's consent provided (a) Customer pays to Seller the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4. When Seller performs Services at the location of installed Products, Customer agrees to provide to Seller, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Seller to perform its obligations under this Agreement.

3.5. All Customer requests for covered Services will be made initially with the call intake center identified in the Support Plan Options and Pricing Worksheet.

3.6. Seller will provide to Customer Technical Support Services and Releases as follows:

3.6.1. Seller will provide unlimited Technical Support Services and correction of Residual Errors during the PPM in accordance with the exhibits. The level of Technical Support depends upon the Customer's selection as indicated in the Support Plan Options and Pricing Worksheet. Any Technical Support Services that are performed by Seller outside the contracted PPM and any Residual Error corrections that are outside the scope shall be billed at the then current hourly rates. Technical Support Services will be to investigate specifics about the functioning of covered Products to determine whether there is a defect in the Product and will not be used in lieu of training on the covered Products.

3.6.2. Unless otherwise stated in paragraph 3.6.3 or if the Support Plan Options and Pricing Worksheet expressly provides to the contrary, Seller will provide to Customer without additional license fees an available Supplemental or Standard Release after receipt of a request from Customer, but Customer must pay for any installation or other services and any necessary Equipment or third party software provided by Seller in connection with such Supplemental or Standard Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3 Seller will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by Seller in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.4. Seller does not warrant that a Release will meet Customer's particular requirement, operate in the combinations that Customer will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, services to integrate these capabilities and functions to the updated or upgraded version of the Software may be purchased at Customer's request on a time and materials basis at Seller's then current rates for professional services.

3.6.5. Seller's responsibilities under this Agreement to provide Technical Support Services shall be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases."). Notwithstanding the preceding sentence, Seller will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer shall install the Standard Release that fixes the reported error or terminate this Agreement as to the applicable Software).

3.7. The maintenance and support Services described in this Agreement are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude and Seller shall not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Seller's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Seller or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Seller.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10 Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.7.11 Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Description of Covered Products.

3.7.14. Support of any interface(s) beyond Seller-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to back up its data or failure to use an UPS system to protect against power interruptions.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.8. The Customer hereby agrees to:

3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Seller's recommended backup procedures.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

3.8.4. Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to Seller's Customer Support organization for reporting and verifying problems, and performing System backup. At least one member of the System Administrators group should have completed Seller's End-User training and System Administrator training (if available). The combined skills of this System Administrators group should include proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator shall follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Seller. Customer shall assist Seller in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer

representative may contact Seller's Customer Support Center by telephone, but the System Administrator must follow up with Seller's Customer Support as soon as practical thereafter.

3.9. In performing repairs under this Agreement, Seller may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Seller shall become Seller's property.

3.10 Customer shall permit and cooperate with Seller so that Seller may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. If the results of any such audit indicate that price has been understated, Seller may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees). Seller will limit the number of audits to no more than one (1) per year except Seller may conduct quarterly audits if a prior audit indicated the price had been understated.

3.11. If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Seller will have the right to adjust the price for the Services to the appropriate current price for the new configuration.

3.12 Customer shall agree not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of the Seller.

Section 4. *Removed*

Section 5. PRICING, PAYMENT AND TERMS

5.1 Prices in United States dollars are shown in the Support Plan Options and Pricing Worksheet. Unless this exhibit expressly provides to the contrary, the price is payable quarterly in advance. Seller will provide to Customer an invoice, and Customer will make payments to Seller within twenty (30) days after the date of each invoice. During the term of this Agreement, Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution.

5.2. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

5.3 If Customer requests, Seller may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

5.4 Price(s) are exclusive of any taxes, duties, export or customs fees, including Value Added Tax or any other similar assessments imposed upon Seller. If such charges are imposed upon Seller, Customer shall reimburse Seller upon receipt of proper documentation of such assessments.

Section 6. *Removed*

Section 7. *Removed*

Section 6. *Removed.*

Section 7. *Removed.*

Section 8. GENERAL TERMS AND CONDITIONS

8.1. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and shall be effective upon receipt.

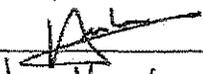
Customer: <u>Arizona Dept. of Public Safety</u>	Seller: <u>MorphoTrak, Inc.</u>
Attn: <u>Michele Johnson</u>	Attn: <u>Law Department</u>
<u>2310 N. 20th Ave.</u>	<u>33405 8th Avenue South</u>
<u>Phoenix, AZ 85009</u>	<u>Federal Way, WA 98003</u>
<u>Phone: (602)223-2523 Fax: (602)223-2926</u>	<u>Phone: (253)383-3617 Fax: (253)591-8858</u>

Section 9. *Removed.*

Section 10. *Removed.*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first written above.

MorphoTrak, Inc.:

By: 
Name: Jean-Yves Guedon
Title: Sr. Vice President
Date: April 9, 2012

Arizona Department of Public Safety:

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A DESCRIPTION OF COVERED PRODUCTS

MAINTENANCE AND SUPPORT AGREEMENT SA 004297-000

NO.

CUSTOMER: Arizona Department of Public Safety

The following lists the Products under maintenance coverage:

ITEM DESCRIPTION	QTY
MetaMorpho System includes IAC, WFM & Storage, MetaMatchers (14), Biometric Server, Morpho Audit Package, PACCH Functionality, GSPII Integration, Communication Equipment, Racks	
MetaMorpho Workstations	
Full Fuction	13
Verification Only	2
Remote Cluster Connectivity	3
Network Support, printers, client lics, etc	
Image Printer	2
Image Printer (from TuPD)	1
Data Printer	3
Network Management (nodes)	1
Fingerprint Data Router (FDR)	1
E-Mail Client License Software	
Department of Public Safety	4
Fingerprint Identification Bureau (FIB)	1
Maricopa County Sheriff's Office	1
Pima County Sheriff's Office	1
OPPIS includes: (1)RAID, (1) external tape drive and (1) Server	1
OPPIS Workstation - includes MCSO Oppis WS (PC, Monitor, Lexmark Optra T Printer)	2
OPPIS W/S Opt 3 - Lake Havasu Crime Lab	1
FASTSTEP No. 1 (MCSO)	
Image Printer	1
Client E-Mail WS	1
CSU/DSU	1
OPPIS WS (see above)	1
MetaMorpho FF W/S (Included in DPS Total)	
FASTSTEP No. 2 (PESO)	
Client E-Mail WS	1
CSU/DSU	1
OPPIS WS	1
MetaMorpho FF W/S (Included in DPS Total)	
ALIS Sites	
Arizona Disposition Form Software	15
Morpho ILSS (Yavapai-Prescott)	1
ILS2-P250/D (Coconino Co.)	1
ILS2 Cabinet for 250 Series Livescans	1
ILS2 Duplex Card Printer (w/ 2nd tray)	1
ILS2 Fingerprint Card Print Driver	1
TP3800XCH (Apache)	1
AZAFIS, TP-COMX-NTMAIL, SMTP Mail Support	1
AZAFIS, Touchprint Appendix F Printer Software	1
AZAFIS, TouchPrint Duplex Printer	1
TP3800XCH (Mohave-Kingman)	1
AZAFIS, TP-COMX-NTMAIL, SMTP Mail Support	1
AZAFIS, Touchprint Appendix F Printer Software	1
AZAFIS, TouchPrint Duplex Printer	1

TP3800XCH (Cochise-Bisbee, Greenlee, LaPaz, Maricopa, Navajo, Santa Cruz, Yuma)	7
AZAFIS, TP-COMX-NTMAIL, SMTP Mail Support	7
AZAFIS, TouchPrint Duplex Printer	-7
ILS2-P250/D (Graham Co.)	1
ILS2 Cabinet for 250 Series Livescans	1
ILS2 Duplex Card Printer (w/ 2nd tray)	1
ILS2 Fingerprint Card Print Driver	1
TP3800XCH (Gila Co)	1
AZAFIS, TP-COMX-NTMAIL, SMTP Mail Support	1
AZAFIS, TouchPrint Duplex Printer	1
TP3800XCH (Pinal Co.)	1
AZAFIS, TP-COMX-NTMAIL, SMTP Mail Support	1
AZAFIS, TouchPrint Duplex Printer	1
TP3800XCH (Pima)	1
AZAFIS, TP-COMX-NTMAIL, SMTP Mail Support	1
AZAFIS, TouchPrint Duplex Printer	1
AZAFIS, TP-COMX-NTMAIL, SMTP Mail Support	10
AZAFIS, TouchPrint Duplex Printer	10
Coconino CSO-Page	1
Cochise CSO-Bisbee	1
Coolidge PD	1
Gila CSO-Payson	1
Maricopa County Juvenile Courts System	1
Maricopa County Juvenile Courts System - SEF	1
Mohave CSO-Ft. Mohave	1
Nogales PD	1
Oro Valley	1
Pima County Juvenile Court Center	1
Crime Lab	
DNA/IVP Phase I & II	
ILS2 Duplex Card Printer w/ Tray	1
Email Client Lic for ULW WS	2
Central Sites	
ILSS Work Station w/Palm Capture (Booking)	1
ILSS Fingerprint Card Print Driver	1
Morpho ILSS Duplex Card Printer	2
TP3800XC (Applicant, Testbed)	2
AZAFIS, TP-COMX-NTMAIL, SMTP Mail Support	2
AZAFIS, TouchPrint Duplex Printer	2

Exhibit B SUPPORT PLAN

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. Services Provided. The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME	TARGET RESOLUTION TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable workaround. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 Reporting a Problem. Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 Seller Response. Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved

hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 Error Correction Status Report. Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. Customer Responsibility.

2.1 Customer is responsible for running any installed anti-virus software.

2.2 Operating System ("OS") Upgrades. Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. Seller Responsibility.

3.1 Anti-virus software. At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 Customer Notifications. Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 Account Reviews. Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 Remote Installation. At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

Exhibit C
SUPPORT PLAN OPTIONS AND PRICING WORKSHEET

Maintenance and Support Agreement # SA # 004297-000 Date 11/21/2011
 New Term Effective Start 07/01/2011 End 06/30/2012

CUSTOMER:	Arizona Dept. of Public Safety	BILLING AGENCY:	
Address (1):	Records & Identification Bureau	Address (1):	
Address (2):	2310 N. 20 th Ave.	Address (2):	
CITY, STATE, ZIP CODE:	Phoenix, AZ 85009	CITY, STATE, ZIP CODE:	
CONTACT NAME:	Michele Johnson	CONTACT NAME:	
CONTACT TITLE:	Administrative Services Officer	CONTACT TITLE:	
TELEPHONE:	(602)223-2523	TELEPHONE:	
FAX:	(602)223-2926	FAX:	
Email:	mjohnson@azdps.gov	Email:	

For support on products below, please contact Customer Support at (800) 734-6241 or email at cscenter@morphotrak.com.
 AFIS System LiveScan™ Station Printrak™ BIS System

STANDARD SUPPORT	ANNUAL FEE
<input checked="" type="checkbox"/> Advantage – Software Support ♦ 8 a.m. – 5 p.m. Monday to Friday PPM ♦ Supplemental Releases & Updates ♦ Software Customer Alert Bulletins ♦ Unlimited Telephone Support ♦ Standard Releases & Updates ♦ Telephone Response: 2 Hour ♦ Remote Dial-In Analysis ♦ Automatic Call Escalation	\$ 1,623,557
STANDARD SUPPORT TOTAL	\$ 1,623,557

SUPPORT OPTIONS	ANNUAL FEE
<input checked="" type="checkbox"/> On-Site Hardware Support ♦ 8 a.m. – 5 p.m. Monday-Friday PPM ♦ Defective Parts Replacement ♦ Hardware Service Reporting ♦ Next day PPM On-site Response ♦ Escalation Support ♦ Product Repair ♦ Hardware Vendor Liaison ♦ Hardware Customer Alert Bulletins ♦ Equipment Inventory Detail Management	\$ Included
<input checked="" type="checkbox"/> Parts Support ♦ Parts Ordered & Shipped Next Business Day ♦ Parts Customer Alert Bulletins ♦ <i>If customer is providing their own on-site hardware support, the following applies:</i> * Customer Orders & Replaces Parts * Telephone Technical Support for Parts Replacement Available	\$ Included
<input checked="" type="checkbox"/> UPLIFTS ♦ Increase PPM to 24 x 7 software support ♦ Increase Response Time to 4 hour on-site and 1 Hour Telephone Response	\$ Included \$ Included
SUPPORT OPTIONS TOTAL	\$ Included as checked

THIRD PARTY SUPPORT	ANNUAL FEE
<input type="checkbox"/> THIRD PARTY VENDOR NAME: ♦ TERM DATE: ♦ COVERAGE:	\$ -N/A-
THIRD PARTY SUPPORT TOTAL	\$ -N/A-

USERS CONFERENCE – NORTH AMERICA	ANNUAL FEE
<input checked="" type="checkbox"/> Users Conference Attendance (\$2,950 per Attendee) Year 2012 Number Attendees Requested 1	\$ 2,950
• Registration fee • Hotel accommodations • Roundtrip travel for event • Daily meal allowance	
USERS CONFERENCE TOTAL	\$ 2,950

OTHER AVAILABLE OPTIONS	ANNUAL FEE
<input type="checkbox"/> LiveScan 3000 Prism Protection \$1,500 unit/year – Covers labor and material fee for replacement of one (1) prism per year	\$ -N/A-
<input type="checkbox"/> Other:	\$ -N/A-
OTHER AVAILABLE OPTIONS TOTAL	\$ -N/A-

Prepared by: Susan Noisseau, (518)724-5241, Susan.Noisseau@morpho.com

SUPPORT TOTAL*	\$ 1,623,557
USERS CONFERENCE TOTAL	\$ 2,950
FULL TERM FEE GRAND TOTAL*	\$ 1,626,507

*Exclusive of taxes if applicable

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)

Exhibit D

CURRENT BILLABLE RATES

MAINTENANCE AND SUPPORT AGREEMENT NO. 004297-000

CUSTOMER: Arizona Department of Public Safety

The following are Seller's current billable rates, subject to an annual change.

COVERAGE HOURS (PPM)	BILLABLE RATES (Outside the scope of a current Maintenance and Support Agreement)
8 a.m.-5 p.m. M-F (local time)	\$160 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Seller Holidays	\$240 per hour, 2 hours minimum

COVERAGE HOURS (PPM)	BILLABLE RATES (WITHOUT AN AGREEMENT)
8 a.m.-5 p.m. M-F (local time)	\$320 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Seller Holidays	\$480 per hour, 2 hours minimum

MorphoTrak, Inc.

AZAPIS and LiveScan Maintenance and Support Agreement
Exhibit A Maintenance Pricing

Central Site

ITEM DESCRIPTION	UNITS	UNIT PRICE	INITIAL DATE	REF START DATE	7/1/2011	8/1/2011	9/1/2011	10/1/2011	11/1/2011	12/1/2011	1/1/2012	2/1/2012	3/1/2012	4/1/2012	5/1/2012	6/1/2012	ANNUAL YTD 7/1/12
OPIS Includes (1) Annual term site and (1) Server	1	\$22,000	7/1/2000	7/1/2001	\$2,992	\$2,992	\$2,992	\$2,992	\$2,992	\$2,992	\$2,992	\$2,992	\$2,992	\$2,992	\$2,992	\$2,992	\$29,920
OPIS Workstation - Maint rolled into Opis above - Also includes maint for MSSD Copys WS	2	\$4,000	7/1/2000	7/1/2001	\$486	\$486	\$486	\$486	\$486	\$486	\$486	\$486	\$486	\$486	\$486	\$486	\$9,720
Includes PC Monitor, Lanmark OPERA T Printer	1	\$9,900	8/15/2003		\$978	\$978	\$978	\$978	\$978	\$978	\$978	\$978	\$978	\$978	\$978	\$978	\$9,720
OPIS WS Op3 - Labo Navosa Crime Lab	1	\$10,000	7/1/2000	7/1/2001	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$10,000
Includes all WS	1	\$10,000	7/1/2000	7/1/2001	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$10,000
AFS Software	1	\$10,000	7/1/2000	7/1/2001	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$10,000
TOTAL CENTRAL SITE					\$2,992	\$2,992	\$2,992	\$2,992	\$2,992	\$2,992	\$2,992	\$2,992	\$2,992	\$2,992	\$2,992	\$2,992	\$29,920
LABORATORY SERVICES																	
Image Printer	1	\$6,287	7/1/1999	7/1/2000	\$63	\$63	\$63	\$63	\$63	\$63	\$63	\$63	\$63	\$63	\$63	\$63	\$628.70
Client E-Mail WS	1	\$6,472	2/1/2001	2/1/2002	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$497.20
CSU/OSU	1	\$9,084	2/1/2001	2/1/2002	\$78	\$78	\$78	\$78	\$78	\$78	\$78	\$78	\$78	\$78	\$78	\$78	\$772.80
OPIS WS - Maint included in DPS above	1	\$14,000	7/1/2000	7/1/2001	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$13,920.00
TOTAL					\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$13,920.00
Maint/Support for WS included in DPS Total					\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$1,400.00
TOTAL					\$1,544	\$1,544	\$1,544	\$1,544	\$1,544	\$1,544	\$1,544	\$1,544	\$1,544	\$1,544	\$1,544	\$1,544	\$15,320.00
MAIL SERVICES																	
Client E-Mail WS	1	\$5,472	2/1/2001	2/1/2002	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$497.20
CSU/OSU	1	\$9,084	2/1/2001	2/1/2002	\$78	\$78	\$78	\$78	\$78	\$78	\$78	\$78	\$78	\$78	\$78	\$78	\$772.80
OPIS WS	1	\$14,000	7/1/2000	7/1/2001	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$1,400	\$13,920.00
TOTAL					\$1,878	\$1,878	\$1,878	\$1,878	\$1,878	\$1,878	\$1,878	\$1,878	\$1,878	\$1,878	\$1,878	\$1,878	\$18,189.80
Maint/Support for WS included in DPS Total					\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$144	\$1,878.00
TOTAL					\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$20,067.80
SIGS TOTAL					\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$19,920.00
ALL SITES AND CENTRAL SITE					\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$19,920.00
CRIME LAB					\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$19,920.00
TOTAL					\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$19,920.00
User Conference fee (1)					\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$19,920.00
Grand Total					\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$1,992	\$19,920.00



Master Blanket Purchase Order ADSP013-038750

Header Information

Purchase Order Number:	ADSP013-038750	Release Number:	0	Short Description:	AZAFIS fingerprint systems
Status:	3PS - Sent	Purchaser:	David Wisniewski	Receipt Method:	Quantity
Fiscal Year:	2013	PO Type:	Blanket	Minor Status:	
Organization:	State Procurement Office				
Department:	ADSP0 - State Procurement Office	Location:	SPO - State Procurement Office	Type Code:	Statewide
Alternate ID:		Entered Date:	01/04/2013 10:35:01 AM	Control Code:	
Days ARO:	0	Retainage %:	0.00%	Discount %:	0.00%
Print Dest Detail:	If Different				
Catalog ID:		Release Type:	Direct Release	Pcard Enabled:	Yes
Contact Instructions:	Sole Source	Tax Rate:		Actual Cost:	\$2,697,155.28
Master Blanket/Contract End Date (Maximum):	06/16/2016 11:59:59 PM				
Project No.:					
Building Code:					
Cost Code:					
Special Purchase Types:					
PIJ NUMBER:					
Coop Spend To Date:					
Attachments:	Contract File Fingerprint Svstsems.zip , Contract Administration File Fingerprint Systems.zip , Amendment 6 ADSP013-038750 FKA ADPS11-000307~1.pdf				

Primary Vendor Information & PO Terms

Vendor:	<u>9000002051 - MORPHOTRAK INC</u> Susan Noisseau 3 Washington Square Albany, NY 12205	Payment Terms:	Net 30	Shipping Method:	Best Way
----------------	---	-----------------------	--------	-------------------------	----------

US
 Email: susan.noisseau@morpho.com
 Phone: (518)452-3502 Ext. 241
 FAX: (518)452-3581

Shipping Terms: As Specified

Freight Terms: Freight Prepaid and Charged Back

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to susan.noisseau@morpho.com at 01/04/2013 11:55:24 AM	01/04/2013 12:02:35 PM
Change Order 1	Emailed to susan.noisseau@morpho.com at 04/10/2013 11:40:20 AM	

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
<u>9000002051</u>	13301547890	MORPHOTRAK INC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 06/11/2011 **Master Blanket/Contract End Date:** 06/17/2015
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$16,100.64	\$0.00

Item Information

1-5 of 218
[1](#) [2](#) [3](#) [4](#) [5](#) [6](#) [7](#) [8](#) [9](#) [10](#)

Print Sequence # 1.0, Item # 85: SMMA-TCHER0-0 MetaMatcher, MorphoTrak 3PS - Sent

NIGP Code: 680-48
 Finger and Foot Printing Equipment, Accessories, and Supplies (Including Laser and Cyanoacrylate Fuming Chambers)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$248,409.09	EA - Each	0.00	\$0.00		\$0.00	\$248,409.09

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:

Print Sequence # 2.0, Item # 84: SMMA-TCHER0-M Annual Maintenance: for MetaMatcher Matching Unit 3PS - Sent

NIGP Code: 680-48
 Finger and Foot Printing Equipment, Accessories, and Supplies (Including Laser and Cyanoacrylate Fuming Chambers)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$37,261.36	YR - Year	0.00	\$0.00		\$0.00	\$37,261.36

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:

Print Sequence # 3.0, Item # 1: SMME-WSEXP0-0 MetaMorpho Expert Workstation - Base (HMSW) 3PS - Sent

NIGP Code: 680-48
 Finger and Foot Printing Equipment, Accessories, and Supplies (Including Laser and Cyanoacrylate Fuming Chambers)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$42,616.16	EA - Each	0.00	\$0.00		\$0.00	\$42,616.16

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:

Print Sequence # 4.0, Item # 73: SMME-WSEXP0-M Maintenance: One year for MetaMorpho AFIS Expert Workstation - Base Workstation 3PS - Sent

NIGP Code: 680-48
 Finger and Foot Printing Equipment, Accessories, and Supplies (Including Laser and Cyanoacrylate Fuming Chambers)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$6,392.42	YR - Year	0.00	\$0.00		\$0.00	\$6,392.42

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:

Print Sequence # 5.0, Item # 74: SMME-WSRCL0-0 MetaMorpho Expert Workstation - Remote Cluster 3PS - Sent

NIGP Code: 680-48
 Finger and Foot Printing Equipment, Accessories, and Supplies (Including Laser and Cyanoacrylate Fuming Chambers)

Chambers)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$49,686.87	EA - Each	0.00	\$0.00		\$0.00	\$49,686.87

Manufacturer:

Brand:

Model:

Make:

Packaging:

Project No.:

Building Code:

Cost Code:

1-5 of 218

[1](#) [2](#) [3](#) [4](#) [5](#) [6](#) [7](#) [8](#) [9](#) [10](#)

Copyright © 2013 Periscope Holdings, Inc. - All Rights Reserved. instance-2