

FLORIDA DEPARTMENT OF LAW ENFORCEMENT
Contract FDLE-019-16

This Contract, by and between **MorphoTrak, LLC** a Delaware limited liability company duly authorized to do business in the State of Florida, with its principal place of business at 5515 E. La Palma Ave., Ste. 100, Anaheim, CA 92807 (hereinafter referred to as "Contractor"), and the State of Florida's Department of Law Enforcement, (hereinafter referred to as "FDLE")

WITNESSETH THAT:

WHEREAS, Contractor responded to FDLE's Invitation to Negotiate, FDLE ITN 1531, Live Scan Equipment and Software, on July 31, 2015, and desires to enter into a Contract with FDLE to provide FDLE with live scan equipment and software on the terms and conditions stated therein; and

WHEREAS, FDLE desires to enter into a Contract with Contractor in order to acquire certain Contractor supplied products and services;

WHEREAS, Contractor and FDLE have negotiated and now desire to enter into an arrangement for the Contractor to sell live scan equipment and software, all in accordance with the terms and conditions set forth herein;

NOW THEREFORE, Contractor and FDLE for and in recognition of considerations hereinafter set forth, do hereby agree as follows:

1. Contract Term

The term of this Contract will commence on the Effective Date and remain in effect for three (3) years. At the option of FDLE the term may be renewed up to three (3), one (1) year periods. The renewal price for the contractual service is set forth in the Contractor's Cost Reply Best and Final Offer. Renewal is optional to FDLE, based on factors including but not limited to satisfactory performance evaluations by the agency and subject to the availability of funds.

2. Contract Documents

This Contract shall be comprised of the following documents, attachments, addenda and any subsequent amendments to this Contract. These documents, attachments, addenda and amendments shall govern the services provided by the Contractor and are hereby incorporated in, and are made a part of, this Contract. The order of precedence is as indicated below. Subsequent amendments take first precedence, with the most current documents or updates of the documents controlling in the event of a conflict between differing versions of a document which form part of or are incorporated in this Contract.

The documents specified below are hereby incorporated in, and are a part of, this Contract (including this document, captioned "FDLE-019-16") which shall be first in order of precedence:

- Subsequent Amendments
- FDLE Contract Document with Standard Terms and Conditions
- Contractor's Cost Reply BAFO, including Negotiation Topics dated October 16, 2015
- PUR 1001 General Instructions to Respondents
- PUR 1000 General Contract Conditions
- Contractor's ITN1531 Reply, dated July 31, 2015
- Invitation to Negotiate #1531, dated June 19, 2015

3. Effective Date

This contract shall be effective when signed by the Contractor and FDLE.

4. Contract Manager

The FDLE's Program/Regional Contract Manager for this Contract shall be

Name: Andrew Branch

Title: Senior Management Analyst Supervisor

Street Address: 2331 Phillips Road

Phone: 850.410.7978

Email: AndrewBranch@fdle.state.fl.us

FDLE may appoint a different Contract Manager, which shall not constitute an amendment to the Contract, by sending written notice to Contractor.

The Contractor shall assign one individual to serve as the designated contact person for this Contract. All questions and customer service issues concerning this Contract shall be directed to the Contractor's designated contact person. It will be the designated contact person's responsibility to coordinate with necessary Customer personnel as required to answer questions and resolve issues. The Contractor must provide written notice to FDLE if a new employee is designated as the contact person for this Contract.

5. Notices

Whenever notice is required to be given by Certified Mail, Return Receipt Requested or private carrier express mail service, it shall be deemed to have been given on the date shown on the return receipt, or date of actual delivery, whichever is earlier.

Change of address, as well as, any other notice(s) required by this contract shall be delivered to FDLE of Law Enforcement for the attention of:

The Office of General Services
2331 Phillips Road
Tallahassee, Florida 32308
FDLEOGSContracts@fdle.state.fl.us

And to the Contracting Party for the attention of:

MorphoTrak, LLC
Attn: Legal
5515 E. La Palma Ave., Ste 100
Anaheim, California 92807
(714) 238-2000

6. Ordering Information

The method of order and payment (e.g. Purchase Order, Purchasing Card) shall be selected by the FDLE or Other Eligible User (OEU). Contractor shall not deliver or furnish products until FDLE or OEU transmits a purchase order. There will be no minimum or maximum order amount required to place an order under this contract.

7. Quantity Discounts

Quantity Discounts. Contractor is urged to offer additional discounts for one time delivery of large single orders.

8. Payment Schedule

This is a firm fixed price contract. Following FDLE's receipt of deliverables as specified in any Purchase Order, issuance will be paid in the amounts shown on the Purchase Order.

9. Sales Summary Reports

The following data shall be reported to the FDLE on a quarterly Contract basis:

- Contractor's name
- Reporting period
- Total dollar value of purchases per quarter, separated by:
 - State Agency and OEUs totals
 - Purchase order and P-Card order totals
 - Product group
- Excel report itemizing total purchases for a period
 - Shall include columns for the following information:
 - ✓ Manufacturer's name
 - ✓ Agency name
 - ✓ Product number

- ✓ Item description
- ✓ Product group number
- ✓ Identify lease or purchase status
- ✓ Unit of measure
- ✓ Quantity
- ✓ Manufacturer list price
- ✓ Percentage discount taken
- ✓ Final purchase price
- Shall highlight the State Agencies and OEUs that account for the greatest purchase volume per product group.

Failure to provide quarterly sales reports, including no sales, within 30 calendar days following the end of each quarter (January, April, July, and October) may result in the Contractor being found in default and subsequent cancellation of the Contract by the FDLE.

Submission of contract sales summaries is the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed contract sales summary information as described above by email to the Contract Manager. FDLE shall distribute, in electronic format, the contract sales summary information to be used by the awarded Contractor as part of the Contract document upon Contract signature.

10. Controlling Law

All matters, whether sounding in tort or contract, relating to the validity, construction, interpretation, performance and enforcement of this Contract shall be determined by the laws of the State of Florida. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

11. Compliance with Laws

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. Violation of such laws may be grounds for contract termination.

12. Discrimination

In the performance of such services, the Contractor agrees not to discriminate against any employee or applicant for employment on grounds of race, creed, color, sex, age, national origin, or disability.

13. Non-Material Errors

Contractor and FDLE agree that non-material errors in contract language, terms and conditions (e.g., typos and other obvious errors) will be correctable without amending the Contract provided that the nature of the Contract is not altered by such correction.

14. Payment

Contractor will be paid upon submission of properly certified invoice(s) to FDLE or OEU after delivery and acceptance of commodities or contractual services is confirmed in writing by the ordering agency. All invoices or bills for fees or other compensation for services, or expenses shall be submitted with reasonable detail for a proper pre-audit and post-audit thereof in accordance with FDLE-ITN-1531, Section Four, 17. Invoicing, and comply with Section 287.058(1) (a), Florida Statutes. Whenever this contract is terminated with or without cause, all amounts due shall be pro-rated.

Invoices for orders that are submitted from FDLE shall reference a valid purchase order number and be submitted to:

Florida Department of Law Enforcement
Attn: Accounts Payable
2331 Phillips Road
Tallahassee, Florida 32308
Phone: 850-410-7155
Email: FDLEAccountsPayable@fdle.state.fl.us

15. Payment Timeframe

Section 215.422, Florida Statutes (F.S.), provides that agencies have five (5) working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S. A Contractor Ombudsman, whose duties include acting as an advocate for Contractors who may be experiencing problems obtaining timely payment(s) from an Agency, may be contacted at 850-413-5516, or Contractors may call the State Comptroller's Hotline at 1-800-848-3792.

16. The FDLE is Self-Insured

The FDLE is self-insured for its torts to the extent provided in Section 768.28, Florida Statutes, to cover bodily injury, death and property damage arising as a consequence of the acts and omissions to act of its officers, employees, and agents. The FDLE is without authority to insure the Contractor in any way. The FDLE shall not be deemed to assume any liability for the acts, omissions to act and negligence of the Contractor, its agents, servants and employees; nor shall

the Contractor exclude liability for its own negligence to FDLE or any third party, except as allowed by law and agreed to by FDLE. The FDLE is without authority to indemnify or hold harmless the Contractor.

Unless authorized by law and agreed to in writing, FDLE shall not be liable to pay attorney fees, interest, late charges and service fees and/or costs of collection.

17. Public Records

This contract shall be unilaterally canceled by FDLE for refusal to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with the contract.

In accordance with Section 215.985(14), Florida Statutes, this contract and associated procurement documents, as defined at section 215.985(14)(h)1., Florida Statutes, are subject to inclusion in the Florida Accountability Tracking System (FACTS), a public database and subject to posting, in whole or in part, on the Internet. The Link to the FACTS website is <https://facts.fldfs.com/Search/ContractSearch.aspx>

If the Contractor determines that any documents provided to FDLE in conjunction with this Contract (including procurement documents) contain exempt or confidential information, including but not limited to "trade secrets" as defined at section 812.081(1)(c), Florida Statutes, the Contractor should provide FDLE with an electronic copy from which all confidential or exempt information has been removed ("redacted"), identifying the information that is confidential or exempt, and the applicable statutory exemption(s).


18. Right to Audit

Upon execution of the Contract, FDLE reserves the right to conduct an audit of the Contractor's records pertaining to this project. The FDLE, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for (5) five years following Contract completion.

19. Travel

All bills for any travel expenses that are authorized by Section 112.061, Florida Statutes, shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses.

IN WITNESS WHEREOF, FDLE and Contractor have caused this Contract to be executed by their respective undersigned official(s) authorized to do so, effective on the date of final execution.

MorphoTrak, LLC	Florida Department of Law Enforcement
	SONYA AVANT
Signature Celeste Thomasson	Signature SONYA AVANT
Title President & CEO	Title Chief of General Secs. FDLE
Date December 17, 2015	Date 12/21/15

AMENDMENT #1 OF CONTRACT #FDLE-019-16
LIVE SCAN EQUIPMENT AND SOFTWARE

WHEREAS the Florida Department of Law Enforcement, hereafter referred to as "Department," and MorphoTrak, LLC, hereafter referred to as "Contractor," entered into Contract #FDLE-019-16 (Live Scan Equipment and Software) dated December 21, 2015;

WHEREAS the parties to such contract desire to have all provisions of Contract #FDLE-019-16 remain in full force and effect except those amended hereby;

NOW, THEREFORE, in consideration of the premises and promises contained herein, the above stated contract is amended as follows;

As authorized by Section 2, Contract Documents, of this Contract, both parties agree to change:

1. Contract number is being changed from FDLE-019-16 to FDLE-021-16

In Witness Whereof, the parties hereto have executed this amendment on the date set below their names.

MorphoTrak, LLC

Signature

Celeste Thomasson

Name (Typed or Printed)

President & CEO

Title

1/27/2016

Date

Florida Department of Law Enforcement

Signature

Sonya Avant

Name (Typed or Printed)

Chief, Office of General Services

Title

Date

FDLE Office of General Counsel

DATE: 1-26-15

AMENDMENT NUMBER 2 OF CONTRACT FDLE-021-16

WHEREAS the Florida Department of Law Enforcement, hereafter referred to as "FDLE," and MorphoTrak, LLC, hereafter referred to as "Contractor," entered into Contract FDLE-021-16 dated December 21, 2015; and



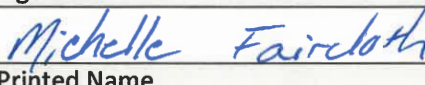
WHEREAS the parties to such contract desire to have all provisions of Contract FDLE-021-16 remain in full force and effect except those amended hereby;

NOW, THEREFORE, in consideration of the mutual recognition of the parties that the above-referenced Contract is amended as follows:

1. On July 1, 2018, MorphoTrak, LLC merged with and into its affiliate, Idemia Identity & Security USA LLC, whose business address is 5515 E. La Palma Avenue, Suite 100, Anaheim, CA 92807. As a consequence of this merger, MorphoTrak, LLC no longer exists and will be dissolved. Idemia Identity & Security USA LLC will now be the contracting entity on this Contract. Idemia Identity & Security USA LLC acknowledges and accepts all of the Company's performance obligations, and agrees to be bound by the terms and conditions of Contract FDLE-021-16.
2. Pursuant to subsection 287.135 F.S., at the time a company enters into a contract where the value exceeds \$1 million, the Contractor must certify that the company is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Before entering a contract of any value, the Contractor must certify that the company is not participating in a boycott of Israel and is not on the Scrutinized Companies that Boycott Israel List.

Pursuant to subsection 287.135(3)(c) F.S., FDLE may immediately terminate any contract for cause if the Contractor is found to have submitted a false certification under subsection 287.135(5) F.S., or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; is placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria during the term of the Contract.

IN WITNESS WHEREOF, the FDLE and Contractor have caused this Contract to be amended by their respective undersigned official(s) authorized to do so, effective on the date of final execution.

Idemia Identity & Security USA LLC	Florida Department of Law Enforcement
	
Signature	Signature
Michael Kato	
Printed Name	Printed Name
8/9/2018	8/10/2018
Date	Date

AMENDMENT #3 OF CONTRACT FDLE-021-16
Idemia Identity & Security USA, LLC

WHEREAS the Florida Department of Law Enforcement, hereafter referred to as "FDLE," and Idemia Identity & Security USA, LLC, hereafter referred to as "Contractor," entered into Contract #FDLE-021-16 dated December 21, 2015; and

WHEREAS, the initial term of the Contract has a scheduled expiration date of December 20, 2018; and

WHEREAS, the initial Contract provides for three (3), one (1) year renewal options; and

WHEREAS, the Contractor has provided satisfactory service to the Department since the commencement of the term of the Contract; and

WHEREAS, in consideration of the foregoing, the Department wishes to exercise the first year of the three (3), one (1) year renewal options, contingent upon the availability of funds and continued satisfactory performance by the Contractor; and

WHEREAS, the parties to such Contract desire to have all provisions of Contract FDLE-021-16 remain in full force and effect except those amended hereby;

NOW, THEREFORE, in consideration of the mutual recognition of the parties that the above referenced Contract is amended as follows:

1. Renewal of Term. Pursuant to the initial Contract, the Department hereby exercises the first year of the three year renewal option. The renewal term shall commence on December 21, 2018 and expire on December 20, 2019.

IN WITNESS WHEREOF, the FDLE and Contractor have caused this Contract to be amended by their respective undersigned official(s) authorized to do so, effective on the date of final execution.

Idemia Identity & Security USA, LLC	Florida Department of Law Enforcement
	
Signature	Signature
	
Printed Name	Printed Name
	
Date	Date

AMENDMENT NUMBER 4 OF CONTRACT FDLE-021-16

WHEREAS the Florida Department of Law Enforcement, hereafter referred to as "FDLE," and Idemia Identity & Security USA, LLC, hereafter referred to as "Contractor," entered into Contract FDLE-021-16 dated December 21, 2015; and

WHEREAS, the initial term of the Contract has a scheduled expiration date of December 20, 2018; and

WHEREAS the initial Contract provides for three (3), one (1) year renewal options; and

WHEREAS the Contractor has provided satisfactory service to the Department since the commencement of the term of the Contract; and



WHEREAS, in consideration of the foregoing, the Department wishes to exercise the second year of the three (3), one (1) year renewal options, contingent upon the availability of funds and continued satisfactory performance by the Contractor; and

WHEREAS the parties to such contract desire to have all provisions of Contract FDLE-021-16 remain in full force and effect except those amended hereby;

NOW, THEREFORE, in consideration of the mutual recognition of the parties that the above-referenced Contract is amended as follows:

1. Renewal of Term. Pursuant to the initial Contract, the Department hereby exercises the second of the three (3) year renewal option. The renewal term shall commence on December 21, 2019 and expire on December 20, 2020.
2. The new Contract Manager for this Contract is Nelson Ocampo, Government Analyst II. His phone number is (850) 410-7407. His email address is nelsonocampo@fdle.state.fl.us.

IN WITNESS WHEREOF, the FDLE and Contractor have caused this Contract to be amended by their respective undersigned official(s) authorized to do so, effective on the date of final execution.

Idemia Identity & Security USA, LLC	Florida Department of Law Enforcement
	
Signature	Signature
Michael Kato	Jennifer C. Pritt
Print Name	Print Name
Vice President	Assistant Commissioner
Title	Title
December 4, 2019	12/13/19
Date	Date

AMENDMENT NUMBER 5 OF CONTRACT FDLE-021-16

WHEREAS the Florida Department of Law Enforcement, hereafter referred to as "FDLE," and Idemia Identity & Security USA, LLC, hereafter referred to as "Contractor," entered into Contract FDLE-021-16 dated December 21, 2015; and

WHEREAS, the initial term of the Contract has a scheduled expiration date of December 20, 2018; and

WHEREAS the initial Contract provides for three (3), one (1) year renewal options; and

WHEREAS the Contractor has provided satisfactory service to the Department since the commencement of the term of the Contract; and

WHEREAS, in consideration of the foregoing, the Department wishes to exercise the third year of the three (3), one (1) year renewal options, contingent upon the availability of funds and continued satisfactory performance by the Contractor; and

WHEREAS the parties to such contract desire to have all provisions of Contract FDLE-021-16 remain in full force and effect except those amended hereby;

NOW, THEREFORE, in consideration of the mutual recognition of the parties that the above-referenced Contract is amended as follows:

1. Pursuant to subsection 448.095 F.S. (2020), **FDLE-019-16 Section 21. E-Verify**, shall be included:



The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

2. Pursuant to subsection 216.1366 F.S. (2020), **FDLE-019-16 Section 18. Right to Audit**, shall be replaced with the following language:

Pursuant to Section 216.1366, Florida Statutes, in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

3. Renewal of Term. Pursuant to the initial Contract, the Department hereby exercises the third of the three (3) year renewal option. The renewal term shall commence on December 21, 2020 and expire on December 20, 2021.

IN WITNESS WHEREOF, the FDLE and Contractor have caused this Contract to be amended by their respective undersigned official(s) authorized to do so, effective on the date of final execution.

Idemia Identity & Security USA, LLC	Florida Department of Law Enforcement
	
<i>Signature</i>	<i>Signature</i>
Michael Kato	Michelle Pyle
<i>Print Name</i>	<i>Print Name</i>
Vice President	Assistant Commissioner
<i>Title</i>	<i>Title</i>
December 2, 2020	12 11 2020
<i>Date</i>	<i>Date</i>