



Quote Number: **01780224**  
Quote Created: **July 08, 2015**  
Quote Expiration: **July 29, 2016**

**Crossmatch**  
3950 RCA Blvd Suite 5001  
Palm Beach Gardens, FL 33410  
US Headquarters: 561 622 1650  
<http://www.crossmatch.com>

**Account Manager:** David Bronger

**Sales Channel:** GSA

**Phone:** (866) 260-2763

**Status:** Open

**Mobile:** +1 5612843461

**Type:** Simple

**Fax:** (561) 828-8018

**Email:** dave.bronger@crossmatch.com

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**Bill To Name:** City Of Delray Beach

**Ship To Name:**

**Contact:** Marlo Dahl

**Contact:**

**Phone:** +1 561 243-7865

**Phone:**

**Email:** dahl@mydelraybeach.com

**Email:**

**Bill To:** Police Department, 300 West Atlantic  
Avenue  
DELRAY BEACH, Florida 33444  
United States

**Ship To:**  
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Item	Product	Part Number	Quantity	Sales Price	Total Price	Price Basis
1	SHIPPING ASSEMBLY, 1000PX, WITH SILICONE PAD, US POWER CORD	920170-001US	1	\$12,844.00	\$12,844.00	GSA Contract GS-35F-0199R
2	CMT ADVANTAGE MAINT, YR 1, HW, 1000PX, DEVICE ONLY DOMESTIC	930161	1	\$1,268.54	\$1,268.54	GSA Contract GS-35F-0199R
3	CMT ADVANTAGE MAINT,YR 1, STANDARD CMT SW, LSMS	950083	1	\$272.03	\$272.03	GSA Contract GS-35F-0199R
4	CMT ADVANTAGE MAINT,YR 1,STANDARD CMT SW, LSMS SUBMISSION SOFTWARE	950084	1	\$90.68	\$90.68	GSA Contract GS-35F-0199R



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5	CMT ADVANTAGE MAINT,YR 1, HW, ALL SYSTEM PERIPHERALS INTEGRATED AND PROVIDED BY CMT, DOMESTIC	930158	1	\$272.03	\$272.03	GSA Contract GS-35F-0199R
6	SOFTWARE, LSMS CONFIGURATION, FLORIDA - FDLE	850391-005	1	\$0.00	\$0.00	Open Market
7	SOFTWARE, RELOAD, FLORIDA	850181-205	1	\$0.00	\$0.00	
8	KIT, SILICONE PAD, SMALL - 500P/1000PX	900280	1	\$137.71	\$137.71	GSA Contract GS-35F-0199R
9	KIT, 500P/1000PX - UNIVERSAL CABINET	900253-005	1	\$250.00	\$250.00	Open Market
10	INSTALLATION, IN FLORIDA - LIVE SCAN SYSTEM	930012	1	\$1,500.00	\$1,500.00	Open Market
11	KIT, MONITOR, 19" TOUCH LCD, W/CABINET ADAPTER	420319-10	1	\$980.00	\$980.00	Open Market
12	KIT, FBI CERTIFIED NETWORK PRINTER, DOUBLE SIDED PRINTING	900439	1	\$1,400.00	\$1,400.00	Open Market
13	PRINTER TRAY, LOWER, 550 SHEET FEEDER, LEXMARK MS810	420737	1	\$400.00	\$400.00	Open Market
14	MAGSTRIPE READER, PORT POWERED RS-232	420042	1	\$125.00	\$125.00	Open Market
15	FREIGHT	FREIGHT	1	\$100.00	\$100.00	Open Market

**Grand Total: \$19,639.99**

**Notes:** Please reference our GSA contract, GS-35F-0199R, on your purchase order as this will be a GSA purchase. This quote is to replace the current 1000P scanner with a 1000PX Palm and fingerprint scanner. We will replace the scanner, but will reuse the cabinet as well as the computer we recently replaced when upgrading you to Windows 7 in 2015. As part of this order, Cross Match will update the LSMS software to a version that is supported on Windows 10. Delray Beach PD IT will be responsible for upgrading the computers OS from Win 7 to Win 10. Please do not update the OS until a project manager discusses the project and identifies what files and folders need to be backed up prior to updating the OS and LSMS software. They will work with Delray Beach to minimize your system downtime.

Cross Match will supply an insert for fitting the new scanner into the existing cabinet. Customer will replace the Xerox 4510 Printer, the Magtek DL reader, and touchscreen monitor, and will not require any historical records to



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*be transferred.*

*This quote includes 1 yr coverage on the entire system.*

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**STANDARD SALES TERMS AND CONDITIONS****Purchase Order # \_\_\_\_\_**

1) **Terms of Order.** The terms contained herein shall govern unless Purchaser orders under Crossmatch's GSA Schedule Number GS-35F-0199R or if there is an existing signed agreement between Purchaser and Crossmatch with respect to the products to be purchased. Notwithstanding any term or provision to the contrary contained in any Purchase Order, upon Purchaser's written acknowledgement below, the terms of this Agreement shall apply to Purchaser's Purchase Orders for the quoted products. In no event shall the pre-printed terms and conditions of any Purchase Order alter, amend or supersede any provision of this Agreement. In the case of any conflict between the terms of a Purchase Order and the terms of this Agreement, the terms of this Agreement shall prevail. An omission of reference to this Agreement in a Purchase Order shall not affect the application of this Agreement to such Purchase Order.

2) **Prices.** Unless otherwise indicated, prices for products and associated support services are firm fixed price (FFP). Pricing remains valid for 90 calendar days from the date of quotation, unless otherwise specified by Quote Expiration above. All sales are final; no refunds, credits or exchanges will be accepted. The price for the products does not include sales, use, excise or similar taxes assessed at any time. All applicable taxes shall be paid by Purchaser including applicable sales tax unless a valid sales tax exemption certificate is provided.

3) **Shipment:** Shipment date(s) provided in the quotation or in confirmation of the Purchase Order is/are approximate and subject to change. Crossmatch shall not be liable for any delays in shipment which are caused by events beyond the control of Crossmatch including, but not limited to, delays caused by inaccurate or incomplete data, changes or revisions in the work to be performed, Purchaser's insufficient credit or financing, acts of Purchaser or Purchaser's agent, Force Majeure, accidents, strikes, inability to obtain labor or materials, or delay in transportation.

4) **Storage:** Once Purchaser has been notified that its order is ready for shipment, if Purchaser requests that the order (in whole or in part) not be shipped until a later date, the equipment will be segregated from other inventory. Purchaser will be required to execute Crossmatch's Transfer of Title form evidencing transfer of title and transfer of risk of loss from Crossmatch to Purchaser. Purchaser is responsible for all costs associated with shipping the equipment to a storage facility or from said storage facility to the destination point in addition to all costs associated with insurance and storage fees.

5) **Title & Risk of Loss:** Crossmatch's prices are F.O.B. Crossmatch's Factory and are exclusive of taxes, shipping, handling and insurance. Title to all equipment and risk of loss, deterioration or damage shall pass to Purchaser upon delivery to a carrier; except that a security interest in the equipment or any replacement shall remain in Crossmatch's name until the full purchase price has been received by Crossmatch. Any claim by Purchaser against Crossmatch for shortage or damage occurring prior to delivery must be made in writing within ten (10) calendar days after receipt of shipment and accompanied by an original transportation bill signed by the carrier noting that carrier received goods from Crossmatch in the condition claimed. Crossmatch shall have the right to ship all goods at one time or in portions, within the time for shipping provided in such order, unless specifically requested in writing by the Purchaser that these shipments be made in total by a date certain. Any shipments returned to Crossmatch as a result of Purchaser's unexcused delay or failure to accept delivery will require Purchaser to pay all additional costs incurred by Crossmatch, including any storage costs as discussed above.

6) **Excusable Delays:** Crossmatch shall not be liable for any failure to continue to perform as required or meet the delivery date if such failure is due to the non-performance of the Purchaser or third party and/or due to a reason beyond its reasonable control. Such events also include without limitation, acts or omissions of carriers, labor difficulties, shortages, Force Majeure, lack of, incomplete or inaccurate information provided by the Purchaser, or any other cause that is outside of Crossmatch's control. In any such event the Parties will mutually develop a critical path in which performance and/or schedule is re-defined and any equitable adjustment in price is finalized.

7) **Changes:** Purchaser may make changes to the specific products/services being ordered, quantity, schedule and/or, the customization requirements of a product or service or any other provision of the Purchase Order or quotation providing such change is communicated in advance and in writing to Crossmatch. If any such change causes a change in the price, schedule or other provision of the quote or Purchase Order, Crossmatch shall notify Purchaser in writing no later than five (5) days from the date of receipt by Crossmatch of such request from Purchaser. Crossmatch will submit a Request for Equitable Adjustment or Change Order proposal which the Parties shall mutually negotiate and such will be incorporated into the Purchase Order or quotation by written bi-lateral Amendment or Change Order ("Change Order").

8) **Installation and Training.** If installation and training services are purchased, Purchaser shall appoint a contact person to coordinate the installation to be performed by Crossmatch, its agent or contractor. The number of days allocated, and charges for installation and training are stated herein. If Crossmatch cannot complete the installation or extensions into additional days or additional trips are caused by Purchaser's failure to complete its assigned tasks, or issues beyond the reasonable control of Crossmatch such as, but not limited to, Purchaser network problems, Purchaser firewall problems or delays of schedule due to unavailability of Purchaser resources, Purchaser shall be responsible for additional charges required to complete the installation. Such charges shall be billable at Crossmatch's rates in effect at the time of the service extension or additional trip. A minimum charge of \$500 will be assessed if Purchaser cancels or re-schedules on-site installation and/or training within 14 days of the originally scheduled installation. Upon completion of installation and training (including delivery of the training materials), Purchaser agrees to sign Crossmatch's Professional Services Acceptance Form acknowledging receipt of installation and training services within fifteen (15) days from the completion date. If Purchaser fails to respond within fifteen (15) days from the completion date, installation and training will be deemed accepted.

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9) **Limited Warranty:** Crossmatch warrants that the hardware products purchased will be free from defects in material and workmanship in normal service and under normal conditions for a period of one (1) year from the date of shipment. Normal service and normal conditions are defined within the product documentation. The Limited Warranty is subject to the specific terms and conditions set forth in the warranty documentation, which is hereby made part of and incorporated into the quotation.

10) **Silicon Product Use Restrictions:** TouchChip Silicon Fingerprint Sensor Products, including but not limited to touch and swipe products, related software, developer kits and tools ("TouchChip Product Line") are subject to field of use restrictions ("Field of Use Restrictions") attached hereto as Appendix 1 and incorporated by reference herein. When applicable products are purchased, Purchaser shall adhere to the Field of Use Restrictions set forth in Appendix 1 and shall require any of its distributors, resellers, developers or sales representatives to comply with such Field of Use Restrictions. Any material or repetitive breach of the restrictions contained in Appendix 1 by Purchaser or Purchaser's direct or indirect distributors, resellers or sales representatives shall constitute a material breach.

11) **Software License.** The term "Software" refers to the Software installed on the equipment or hardware product, any custom software or interfaces developed by Crossmatch for Purchaser and if applicable, Crossmatch's Software Development Kit (SDK) software. Purchaser will be required to accept Crossmatch's standard license agreement prior to using any Software. The terms and conditions which govern the right and usage of the software are set forth in the license documentation, which is hereby made part of and incorporated into the quotation.

12) **Equipment Upgrade:** Equipment upgrades are not covered under the limited warranty and are subject to independent pricing and terms and conditions, as deemed applicable by the nature of the upgrade activity.

13) **Equipment Maintenance Plan:** Purchaser may purchase a Crossmatch Advantage Maintenance Plan for the hardware products. The Maintenance Plan is contracted for annually at the then prevailing price and can be renewed for a period of years mutually agreed to by the Parties. The Maintenance Plan is subject to the specific terms and conditions set forth in the Maintenance Plan documentation, which is hereby made part of and incorporated into the quotation.

14) **Software Maintenance Plan:** Purchaser must buy the Crossmatch Advantage Software Maintenance plan for all applicable Crossmatch software products. Crossmatch will provide maintenance services for the current and future Major Release of the Software for a period of twelve (12) months for each term of the Software Maintenance plan. As used herein, a "Major Release" is any version of the Software that in Crossmatch's sole determination provides substantial new features, additional functionality, or makes use of different architecture. Crossmatch will receive Company reported defects or issues 24 hours a day, 7 days a week and acknowledge any such reported defect or issue within two (2) hours and use best efforts to address and remedy such defect or issue. At no additional cost to Company, Cross Match will deliver to Company, as made commercially available by Cross Match, bug fixes, Maintenance updates, state-mandated updates and Major Releases for the Software ("Updates")

15) **Invoicing and Payment.** Crossmatch will invoice Purchaser for all Products, (including services), and Maintenance Plans. All Maintenance Plans are invoiced annually in advance and are non-refundable. All Crossmatch invoices for Products must be paid in full by Purchaser prior to shipment. Any other payment arrangement must be pre-approved by Crossmatch in writing. All sales are final; no refund, credits or exchanges will be accepted Crossmatch. A late charge of the lesser of 1.5% per month or the maximum amount permitted by law, will be added to past due accounts. All reasonable costs and expenses, including but not limited to attorneys' fees, court costs and service charges incurred by Crossmatch in collecting payment will be an expense of and charged to Purchaser

Purchaser may be required to complete a credit application. Crossmatch reserves the right to extend credit to the Purchaser based upon credit determination. Specific financing arrangements will be considered on a case by case basis and the terms and conditions for such will be defined by Crossmatch and binding upon the Purchaser.

Crossmatch shall have the right to suspend performance, including the non-shipment of product, under a specific Purchase Order and/or any other Purchase Order(s) where Purchaser has failed to maintain its account within agreed to credit terms. Crossmatch shall resume performance under said Order(s) upon verified receipt of the required funds, as determined by Crossmatch. Purchaser hereby agrees to waive all rights to seek damages and/or other remedies against Crossmatch if Crossmatch's actions taken under this provision have an adverse impact upon Purchaser and/or its ability to perform and/or meet business obligations. In addition, Crossmatch shall have the right to cancel or hold any and/or all orders placed by Purchaser and any and/or all shipments of the Product, regardless of any prior confirmation or acceptance by Crossmatch, if: (a) Purchaser is or becomes insolvent, (b) Purchaser makes an assignment for the benefit of creditors, or a receiver or trustee is appointed to take charge of any of Purchaser's assets; or (c) Purchaser is the subject of a bankruptcy or reorganization proceeding, whether voluntary or involuntary.

16) **Indemnification.** By Purchaser. Purchaser shall indemnify, defend and hold Crossmatch and its respective directors, officers, employees and agents harmless against any and all losses, claims, damages or expenses (including reasonable attorneys' fees) arising out of or related to: (i) any personal injury to or death of any person or persons, any loss or damage of any property or any interruption of services which are caused or claimed to have been caused directly or indirectly from Purchaser's (including its employees or independent contractors) negligent operation and/or related use or misuse of the Product; (ii) use of any equipment not provided or approved for use with the Product by Crossmatch.

By Crossmatch. Crossmatch hereby agrees to indemnify, defend and hold Purchaser harmless from and against any and all claims, demands, actions, costs, liabilities and losses resulting from the Software or other Product infringing a United States patent, copyright or trademark or misappropriating the trade secret of a third party provided that: (i) Purchaser promptly notifies Crossmatch in writing of the claim; (ii) Crossmatch has control of the defense and all related settlement negotiations, provided however that Purchaser must approve in writing any settlements before they are executed (provided, however, that Purchase shall not unreasonably withhold its



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approval thereof); and (iii) Purchaser fully cooperates with Crossmatch, at Crossmatch's cost, in the defense or settlement of such actions. Crossmatch's obligation under this Article is conditioned on Purchaser's agreement that if the Software, or the use or operation thereof, becomes, or in Crossmatch's opinion is likely to become, the subject of such a claim, Purchaser will permit Crossmatch at Crossmatch's option and expense, either to procure the right for Purchaser to continue using the Software or to replace or modify the same so that it becomes non infringing. If neither of the foregoing alternatives is available on terms which are reasonable in Crossmatch's reasonable judgment, then (1) Purchaser will return or destroy the Software on written request of Crossmatch; and (2) Crossmatch shall pay Purchaser an amount equal to the amount paid for the Software less an amount equal to the current depreciation of such Software (such depreciation amount calculated on a straight line basis over four years commencing on the Effective Date). The foregoing indemnity extends to Purchaser only and states the sole and exclusive liability and remedy of the parties hereto for patent infringement, and is in lieu of all warranties, express, implied, or statutory, in regard thereto.

**17) Limitation of Liability.** IN NO EVENT SHALL Crossmatch BE LIABLE TO PURCHASER FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION OR OTHER INCIDENTAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE, OR THE DELIVERY OF, OR FAILURE TO DELIVER, THE PRODUCT, EVEN IF Crossmatch HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE ENTIRE LIABILITY OF Crossmatch FOR ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT IS THE SUBJECT OF SUCH CLAIM OR CAUSE OF ACTION. Except as to title, all such liability shall terminate upon the expiration of the original applicable warranty period.

**18) Intellectual Property and Use Limitations.** The sale of the Product to Purchaser does not convey to Purchaser any intellectual property rights in the Product or Software, including but not limited to any copyright, patent or trademark rights (except for any license rights granted hereunder). Further, the sale of the Products confers on Purchaser no license, express or implied, by estoppel or otherwise, under any patents of Crossmatch or others covering or relating to any other product or invention or any combination, machine, or process in which such Product might be used. All intellectual property rights in the Products and Software, any documentation therefore, and other materials supplied by Crossmatch, are owned by Crossmatch and are protected by United States copyright laws, other applicable copyright laws, and international treaty provisions.

**19) Choice of Law and Forum.** This Agreement shall be governed by and construed under the laws of the State of Florida, without reference to its conflict of laws provisions. All disputes arising hereunder shall be heard only by a Florida State court or U.S. District Court with competent jurisdiction in Palm Beach County, Florida.

**20) Compliance with Laws.** Each party to the Agreement shall comply with all applicable laws and regulations. Purchaser will not directly or indirectly export or re-export any Products or "technical data" furnished to Purchaser under this Agreement without obtaining appropriate authorizations from the U.S. Department of Commerce or other U.S. government agency and will otherwise comply with all U.S. export control laws applicable thereto.

**21) Entire Agreement.** These terms and conditions constitute the entire agreement between Crossmatch and Purchaser with respect to the sale and purchase of the Products and license of the Software and shall supersede all prior agreements, understandings and representations between Purchaser and Crossmatch, both written and oral, with respect to the subject matter hereof. No additions or modifications of this Agreement or any Exhibit hereto shall be effective unless made in writing and signed by the authorized representatives of Crossmatch and Purchaser. Crossmatch's delay or failure to enforce at any time any provision of this Agreement shall not constitute a waiver of Crossmatch's right thereafter to enforce each and every provision of the Agreement. If any of the provision(s) of this Agreement is determined to be invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

#### **PURCHASER ACKNOWLEDGEMENT:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



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**CREDIT CARD AUTHORIZATION FORM**

**By signing this form you confirm you are an authorized representative to make binding commitments on behalf of your company/firm.**

**It is therefore by your signature below that you are authorizing Cross Match Technologies, Inc. to charge the below credit card for the amount stated below in addition to any applicable tax.**

**If your company is a tax exempt entity, please provide your tax exemption certificate.**

**Company Name:** \_\_\_\_\_

**Invoice/SO #:** \_\_\_\_\_

**Amount Authorized: USD\$** \_\_\_\_\_

**Credit Card Type:** ☐ Visa ☐ Master Card ☐ American Express

**Is this a Government wide Commercial Purchase Card?** ☐ Yes ☐ No

**Credit Card Number:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**Sec Code:** \_\_\_\_\_

**Credit Card Complete Billing Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Title** \_\_\_\_\_



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### Upgrade/Trade Up Survey

**To facilitate the upgrade process, please answer the following questions**

Customer Name: **City Of Delray Beach**

State:

Contact Name: **Marlo Dahl**

Phone Number: **+1 561 243-7865**

Current Scanner Model: **1000P**

Scanner Serial number: **000240309.C2006**

(If scanner is an ID500 please provide the Rev #)

How is your scanner connected to your computer? **FIREWIRE**

What Agency are you submitting records to? **FDLE**

How do you submit your records? **Electronically**

Is your current system operational & submitting electronic records? **Yes**

### **Software**

Demographic interface? **No**

If Yes, **please enter RMS vendor name, and contact information for this vendor.** Not currently interfaced but we may be adding interface with SunGard OSSl if Delray Beach orders the interface.

Child ID software **No**

If Yes, please enter version:

What Cross match Software version are you currently using? **6.7**

(click on Help>About in the Cross Match software and you will find the version of software)

For the purpose of determining if online training or support is an option; do you have internet access by way of Hi-speed wide band internet connection? **Yes**

**If not**, can your IT personnel implement temporary access by opening necessary ports in order to allow such training or support?

### **Hardware**

Is Your Live Scan device configured in a console? **Yes** **(If YES, please provide a picture of the console with the completed form)**





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Desk Top computer Yes Do you want the same for replacement system Yes

Lap Top computer No Do you want the same for replacement system

FBI certified Printer Yes

If Yes, please enter make and model: Xerox Phaser 4510

Do you want reuse or replace? Replace

Camera No

If Yes, please enter make and model:

Do you want reuse or replace?

Flatbed scanner No

If Yes, please enter make and model:

Do you want reuse or replace

Driver license reader Yes

If Yes, please enter make and model: Magtek

Do you want reuse or replace Replace

Signature pad No

If Yes, please enter make and model:

Do you want reuse or replace?