



**State of Oklahoma**

**Office of Management and Enterprise Services**

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**STATE OF OKLAHOMA CONTRACT WITH IDEMIA  
IDENTITY & SECURITY USA LLC**

This State of Oklahoma Contract, Statewide Contract No. 1043, (“Contract”) is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and IDEMIA Identity & Security USA LLC (“Supplier”) and is effective as of the date of last signature to this Contract. The initial Contract term, which begins on the effective date of the Contract, is one year and there are four (4) one-year options to renew the Contract.

**Purpose**

The State is awarding this Contract to Supplier for Livescan Fingerprinting Devices and Mugshot Capture Stations to all Oklahoma agencies and interlocal entities. This Contract memorializes the agreement of the parties with respect to the terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
  - 2.1. Solicitation No. 0900000542, Attachment A
  - 2.2. General Terms, Attachment B;
  - 2.3. Attachment C, Oklahoma Statewide Contract Terms
  - 2.4. State of Oklahoma Information Technology terms, Attachment D
  - 2.5. Pricing, Attachment E-1
  - 2.6. Master Terms, Attachment E-2
  - 2.7. Service Level Agreement, Attachment E-3

- 2.8. Statement of Work, Attachment E-4
- 2.9. Additional Bidder Terms, Attachment E-5
- 2.10. Exceptions to Contract, Attachment F
- 2.11. Redacted Version of Supplier's Response to Exhibit 1, Attachment E-6
- 2.12. Held as Confidential, Supplier's Response to Exhibit 1, Attachment G

3. The parties additionally agree:


- 3.1. except for confidential documents and information and information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.

4. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

**STATE OF OKLAHOMA**  
**by and through the**  
**OFFICE OF MANAGEMENT AND**  
**ENTERPRISE SERVICES**

**IDEMIA Identity & Security USA LLC**

By: Paul McIntosh  
Name: Joe McIntosh  
Title: Sr Director of App Dev and Data  
Date: 04/28/2023

By:   
Name: Casey Mayfield  
Title: Sr. VP | Justice & Public Safety  
Date: 4/27/2023

**ATTACHMENT A**  
**SOLICITATION NO. 0900000542**

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

**PURPOSE**

The Contract is awarded as a statewide contract for Livescan Fingerprinting Devices and Mugshot Capture Stations to all Oklahoma agencies and interlocal entities that are compliant to the standards and specifications listed Exhibit 1.

The State of Oklahoma has implemented a tightly integrated computerized criminal history system (CCH) and Automated Fingerprint Identification System (AFIS) that supports about 150 Livescan devices deployed statewide. AFIS is designed to support multiple workflows that come from Livescans deployed in the field. The integrated system is built using NIST-ITL-2011 and adheres to the FBI standards.

**1. Contract Term and Renewal Options**

The initial Contract term, which begins on the effective date of the Contract, is one year and there are four (4) one-year options to renew the Contract.

**2. Specifications**

Certain Contract requirements and terms are attached hereto as Exhibit 1 and incorporated herein.

## **ATTACHMENT B**

### **STATE OF OKLAHOMA GENERAL TERMS**

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

#### **1 Scope and Contract Renewal**

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5 Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

## **2 Contract Effectiveness and Order of Priority**

- 2.1 Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.
- 2.2 Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:
  - A. any Addendum;
  - B. any applicable Solicitation;
  - C. any Contract-specific terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
  - D. the terms contained in this Contract Document;
  - E. any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
  - F. any statement of work, work order, or other similar ordering document as applicable; and
  - G. other mutually agreed Contract Documents.
- 2.3 If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

### 3 **Modification of Contract Terms and Contract Documents**

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

### 4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,



prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

## **5 Pricing**

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

## **6 Ordering, Inspection, and Acceptance**

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3 Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4 Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

## **7 Invoices and Payment**

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

## **8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation**

- 8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.
- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

## **9 Compliance with Applicable Laws**

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
  - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
  - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
  - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
  - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
  - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
  - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify);
  - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
  - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at [https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG\\_0.pdf](https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf). Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

## **10 Audits and Records Clause**

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

## **11 Confidentiality**

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written



permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

**11.6** The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

**11.7** Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

## **12 Conflict of Interest**

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

### **13 Assignment and Permitted Subcontractors**

- 13.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
- 13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.
- 13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

**13.4** All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

**13.5** Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

#### **14 Background Checks and Criminal History Investigations**

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

#### **15 Patents and Copyrights**

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

## **16 Indemnification**

### **16.1 Acts or Omissions**

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

### **16.2 Infringement**

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

### **16.3 Notice and Cooperation**

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

### **16.4 Coordination of Defense**

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

#### **16.5 Limitation of Liability**

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

### **17 Termination for Funding Insufficiency**

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

- 17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

## **18 Termination for Cause**

- 18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence



of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

- 18.4** The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

## **19 Termination for Convenience**

- 19.1** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.
- 19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

## **20 Suspension of Supplier**

- 20.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.
- 20.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.
- 20.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

## **21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

## **22 Certification Regarding State Employees Prohibition From Fulfilling Services**

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

## **23 Force Majeure**

**23.1** Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

**23.2** Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

**23.3** Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

## **24 Security of Property and Personnel**

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

## **25 Notices**

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

### **If sent to the State:**

State Purchasing Director  
2401 N. Lincoln Blvd., Suite 116  
Oklahoma City, Oklahoma 73105

### **With a copy, which shall not constitute notice, to:**

Purchasing Division Deputy General Counsel  
2401 N. Lincoln Blvd., Suite 116  
Oklahoma City, Oklahoma 73105

## **26 Miscellaneous**

### **26.1 Choice of Law and Venue**

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

## **26.2 No Guarantee of Products or Services Required**

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

## **26.3 Employment Relationship**

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

## **26.4 Transition Services**

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

## **26.5 Publicity**

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

## **26.6 Open Records Act**

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

## **26.7 Failure to Enforce**

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

## **26.8 Mutual Responsibilities**

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

## **26.9 Invalid Term or Condition**

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

#### **26.10 Severability**

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### **26.11 Section Headings**

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

#### **26.12 Sovereign Immunity**

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

#### **26.13 Survival**

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

#### **26.14 Entire Agreement**

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

#### **26.15 Gratuities**

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

#### **26.16 Import/Export Controls**

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.



## **ATTACHMENT C**

### **OKLAHOMA STATEWIDE CONTRACT TERMS**

#### **1. Statewide Contract Type**

- 1.1** The Contract is a non-mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.
- 1.2** The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

#### **2. Orders and Addendums**

- 2.1** Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2** Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3** Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

### **3. Termination for Funding Insufficiency**

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

### **4. Termination for Cause**

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

### **5. Termination for Convenience**

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

### **6. Contract Management Fee and Usage Report**

**6.1** Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract

management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

**6.2** While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

**6.3** All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov);
- ii.** Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
  - a.** January 01 through March 31;
  - b.** April 01 through June 30;
  - c.** July 01 through September 30; and
  - d.** October 01 through December 31.
- v.** Reports must include the following information:

- a. Procuring entity;
- b. Order date;
- c. Purchase Order number or note that the transaction was paid by Purchase Card;
- d. City in which products or services were received or specific office or subdivision title;
- e. Product manufacturer or type of service;
- f. Manufacturer item number, if applicable;
- g. Product description;
- h. General product category, if applicable;
- i. Quantity;
- j. Unit list price or MSRP, as applicable;
- k. Unit price charged to the purchasing entity; and
- l. Other Contract usage information requested by the State.

**6.4** Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma  
Office of Management and Enterprise Services, Central Purchasing  
2401 North Lincoln Boulevard, Suite 118  
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

## ATTACHMENT D

### STATE OF OKLAHOMA INFORMATION TECHNOLOGY TERMS

The parties further agree to the following terms (“Information Technology Terms”), as applicable, for any Acquisition of products or services with an information technology or telecommunication component. Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES-Information Services (“OMES-IS”) is designated to purchase information technology and telecommunication products and services on behalf of the State. The Act directs OMES-IS to acquire necessary hardware, software and services and to authorize the use by other State agencies. OMES, as the owner of information technology and telecommunication assets and contracts on behalf of the State, allows other State agencies to use the assets while retaining ownership and the right to reassign the assets, at no additional cost, upon written notification to Supplier. OMES-IS is the data custodian for State agency data; however, such data is owned by the respective State agency.

#### 1 Definitions

- 1.1 **COTS** means software that is commercial off the shelf.
- 1.2 **Customer Data** means all data supplied by or on behalf of a Customer in connection with the Contract, excluding any confidential information of Supplier.
- 1.3 **Data Breach** means the unauthorized access by an unauthorized person that results in the use, disclosure or theft of Customer Data.
- 1.4 **Host** includes the terms **Hosted** or **Hosting** and means the accessing, processing or storing of Customer Data.
- 1.5 **Intellectual Property Rights** means the worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, Moral Rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights. Intellectual Property Rights of a party also includes all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
- 1.6 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 1.7 **Non-Public Data** means Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential

by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.

- 1.8 Personal Data** means Customer Data that contains 1) any combination of an individual's name, social security numbers, driver's license, state/federal identification number, account number, credit or debit card number and/or 2) data subject to protection under a federal, state or local law, rule, regulation or ordinance.
- 1.9 Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.
- 1.10 State CIO** means the State Chief Information Officer or authorized designee.
- 1.11 Supplier Intellectual Property** means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier and identified in writing as such (a) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, or (b) after the effective date of the Contract if such tangible or intangible items or things were independently developed by Supplier outside Supplier's provision of services or Work Product for Customer under the Contract and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.
- 1.12 Third Party Intellectual Property** means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to a Customer under the Contract.
- 1.13 Work Product** means any and all deliverables produced by Supplier for Customer under a statement of work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (i) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts,

personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or statement of work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or a statement of work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Supplier personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

## **2 Termination of Maintenance and Support Services**

Customer may terminate maintenance or support services without an adjustment charge, provided any of the following circumstances occur:

- 2.1** Customer removes the product for which the services are provided, from productive use or;
- 2.2** The location at which the services are provided is no longer controlled by Customer (for example, because of statutory or regulatory changes or the sale or closing of a facility).

If Customer chooses to renew maintenance or support after maintenance has lapsed, Customer may choose to pay the additional fee, if any, associated with renewing a license after such maintenance or support has lapsed, or to purchase a new license. Any amount paid to Supplier in the form of prepaid fees that are unused when services under the Contract or purchase order are terminated shall be refunded to Customer.

## **3 Compliance and Electronic and Information Technology Accessibility**

State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at <https://omes.ok.gov/services/information-services/accessibility-standards>. Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing accessibility compliance via a URL linking to the VPAT and shall update the VPAT as necessary in order to allow a Customer to obtain current VPAT information as required by State law. If products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum.

All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.

#### **4 Media Ownership (Disk Drive and/or Memory Chip Ownership)**

- 4.1** Any disk drives and memory cards purchased with or included for use in leased or purchased products under the Contract remain the property of the Customer.
- 4.2** Personal information may be retained within electronic media devices and components; therefore, electronic media shall not be released either between Customers or for the resale, of refurbished equipment that has been in use by a Customer, by the Supplier to the general public or other entities. This provision applies to replacement devices and components, whether purchased or leased, supplied by Supplier, its agents or subcontractors during the downtime (repair) of products purchased or leased through the Contract. If a device is removed from a location for repairs, the Customer shall have sole discretion, prior to removal, to determine and implement sufficient safeguards (such as a record of hard drive serial numbers) to protect personal information that may be stored within the hard drive or memory of the device.

#### **5 Offshore Services**

No offshore services are provided for under the Contract. State data shall not be used or accessed internationally for troubleshooting or any other use not specifically provided for herein without the prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State. Notwithstanding the above, back office administrative functions of the Supplier may be located offshore and the follow-the-sun support model may be used by the Supplier to the extent allowed by law applicable to any Customer data being accessed or used.

#### **6 Compliance with Technology Policies**

- 6.1** The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at [https://omes.ok.gov/s/g/files/gmc316/f/InfoSecPPG\\_0.pdf](https://omes.ok.gov/s/g/files/gmc316/f/InfoSecPPG_0.pdf).

Supplier's employees and subcontractors shall adhere to the applicable State IT Standard Methodologies and Templates including but not limited to Project Management, Business Analysis, System Analysis, Enterprise and IT Architecture, Quality, Application and Security Methodologies and Templates as set forth at <http://eclipse.omes.ok.gov>.

- 6.2** Supplier shall comply with applicable Federal Information Processing Standards including, without limitation, FIPS 200, FIPS 140-2 or successor standards and all recommendations from the National Institute of Standards and Technology. The confidentiality of Customer Data shall be protected and maintained in accordance with these standards as well as other applicable Customer standards.



- 6.3** Supplier shall comply with the CJIS Security Policy as more particularly described at Appendix 2 attached hereto and incorporated herein.

## **7 Emerging Technologies**

The State of Oklahoma reserves the right to enter into an Addendum to the Contract at any time to allow for emerging technologies not identified elsewhere in the Contract Documents if there are repeated requests for such emerging technology or the State determines it is warranted to add such technology.

## **8 Extension Right**

In addition to extension rights of the State set forth in the Contract, the State CIO reserves the right to extend any Contract if the State CIO determines such extension to be in the best interest of the State.

## **9 Source Code Escrow**

Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Supplier has a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

- 9.1** A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer;
- 9.2** An assignment by the Supplier for the benefit of its creditors;
- 9.3** A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- 9.4** The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;
- 9.5** The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;
- 9.6** The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;
- 9.7** Supplier's ceasing of maintenance and support of the software; or
- 9.8** Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

## **10 Commercial Off The Shelf Software**

If Supplier specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

## **11 Ownership Rights**

Any software developed by the Supplier under the terms of the Contract is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on Supplier Intellectual Property, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Supplier Intellectual Property, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Except for any Supplier Intellectual Property, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as “Work for Hire”, Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be

shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

## **12 Intellectual Property Ownership**

The following terms apply to ownership and rights related to Intellectual Property:

**12.1** As between Supplier and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Supplier. Supplier specifically agrees that the Work Product shall be considered “works made for hire” and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Supplier hereby agrees that all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product is hereby effectively transferred, granted, conveyed, assigned and relinquished exclusively to Customer, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Supplier acknowledges that Supplier and Customer do not intend Supplier to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third Party Intellectual Property, except as may be incorporated in the Work Product by Supplier.

**12.2** Supplier, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible including, but not limited to, the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Supplier’s signature due to the dissolution of Supplier or Supplier’s failure to respond to Customer’s repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Supplier hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Supplier’s agent and Supplier’s attorney-in-fact to act for and in Supplier’s behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Supplier, provided however that no such grant of right to Customer is applicable if Supplier fails to execute any document due to a good faith dispute by Supplier with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Supplier shall cooperate, at Customer’s sole expense, in the preparation and

prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

- 12.3** Supplier hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Supplier may now have or which may accrue to Supplier's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Supplier acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights.
- 12.4** All documents, information and materials forwarded to Supplier by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, subject to the license granted by Customer to Supplier hereunder. Supplier shall not otherwise use, disclose, or permit any third party to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.
- 12.5** These provisions are intended to protect Customer's proprietary rights pertaining to the Work Product and the Intellectual Property Rights therein and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Supplier acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin a material breach of the Supplier's obligations with respect to confidentiality provisions of the Contract and the Work Product and a Customer's Intellectual Property Rights, upon a request by Customer, without requiring proof of irreparable injury, as same is presumed.
- 12.6** Upon the request of Customer, but in any event upon termination or expiration of this Contract or a statement of work, Supplier shall surrender to Customer all documents and things pertaining to the Work Product, generated or developed by Supplier or furnished by Customer to Supplier, including all materials embodying the Work Product, any Customer confidential information and Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Supplier by Customer or by anyone else that pertains to the Work Product.
- 12.7** Customer hereby grants to Supplier a non-transferable, non-exclusive, royalty-free, fully paid license to use any Work Product solely as necessary to provide services to Customer. Except as provided in this section, neither Supplier nor any subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.
- 12.8** To the extent that any Third Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Supplier shall obtain from the applicable third party for the Customer's benefit, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for Customer's internal business purposes; likewise, with respect to any Supplier Intellectual Property embodied or reflected in the Work Product or

necessary to provide services, Supplier grants to Customer an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for the Customer's internal business purposes. Each such license shall allow the applicable Customer to (i) use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Third Party Intellectual Property or Supplier Intellectual Property embodied in or delivered to Customer in conjunction with the Work Product and (ii) authorize others to do any or all of the foregoing. Supplier agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party Intellectual Property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out Customer's internal business use of the Work Product. Except for the preceding license, all rights in Supplier Intellectual Property remain in Supplier. On request, Supplier shall provide Customer with documentation indicating a third party's written approval for Supplier to use any Third Party Intellectual Property that may be embodied or reflected in the Work Product.

- 12.9** Supplier agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Supplier. Copies of such agreements shall be provided to the Customer promptly upon request.
- 12.10** To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Supplier from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the Contract, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Supplier wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Supplier and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.
- 12.11** If any Acquisition pursuant to the Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation and materials owned by a Customer may be shared with other publicly funded agencies at the discretion of such Customer without permission from or additional compensation to the Supplier.

## **13     Hosting Services**

- 13.1** If Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract Hosts Customer Data in connection with an Acquisition, the provisions of Appendix 1, attached hereto and incorporated herein, apply to such Acquisition.

**13.2** If the Hosting of Customer Data by Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract contributes to or directly causes a Data Breach, Supplier shall be responsible for the obligations set forth in Appendix 1 related to breach reporting requirements and associated costs. Likewise if such Hosting contributes to or directly causes a Security Incident, Supplier shall be responsible for the obligations set forth in Appendix 1, as applicable.

## **14 Change Management**

When a scheduled change is made to products or services provided to a Customer that impacts the Customer's system related to such product or service, Supplier shall provide two (2) weeks' prior written notice of such change. When the change is an emergency change, Supplier shall provide twenty-four (24) hours' prior written notice of the change. Repeated failure to provide such notice may be an evaluation factor (as indicative of Supplier's past performance) upon renewal or if future bids submitted by Supplier are evaluated by the State.

## **15 Service Level Deficiency**

In addition to other terms of the Contract, in instances of the Supplier's repeated failure to provide an acceptable level of service or meet service level agreement metrics, service credits shall be provided by Supplier and may be used as an offset to payment due.

## **16 Notices**

In addition to notice requirements under the terms of the Contract otherwise, the following individuals shall also be provided the request, approval or notice, as applicable:

Chief Information Officer  
3115 N. Lincoln Blvd  
Oklahoma City, OK 73105

**With a copy, which shall not constitute notice, to:**

Information Services Deputy Counsel  
3115 North Lincoln Boulevard  
Oklahoma City, Oklahoma 73105

## **Appendix 1 to State of Oklahoma Information Technology Terms**

The parties agree to the following provisions in connection with any Customer Data accessed, processed or stored by or on behalf of the Supplier and the obligations, representations and warranties set forth below shall continue as long as the Supplier has an obligation under the Contract

### **A. Customer Data**

1. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Supplier by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Supplier shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).
2. Supplier shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the Hosted environment. Supplier shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Supplier shall not respond to subpoenas, service or process, Freedom of Information Act or other open records requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Supplier's proposed responses. Supplier agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.
3. Supplier will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Supplier. Supplier will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Supplier will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Supplier as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Supplier's negligence or willful misconduct, Supplier, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

### **B. Data Security**

1. Supplier will use commercially reasonable efforts, consistent with industry standards, to provide security for the Hosted environment and Customer Data and to protect against both unauthorized access to the Hosting environment, and unauthorized communications between the Hosting environment and the Customer's browser. Supplier shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public

Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.

2. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of Personal Data.
3. Supplier represents and warrants to the Customer that the Hosting equipment and environment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Supplier will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Supplier will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Supplier, Supplier will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Supplier has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Supplier is responsible for costs incurred by Customer for Customer to remediate the virus.
4. Supplier shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Supplier shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Supplier shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Supplier's obligations under the Contract.
5. Supplier shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.
6. Supplier shall perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report upon request. Supplier may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
7. Any remedies provided in this Appendix are not exclusive and are in addition to other rights and remedies available under the terms of the Contract, at law or in equity.

#### **C. Security Assessment**

1. The State requires any entity or third-party Supplier Hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's minimum security standards



during the term of the contract, including renewals, constitutes a material breach. Upon request, the Supplier shall provide updated data security information in connection with a potential renewal. If information provided in the security risk assessment changes, Supplier shall promptly notify the State and include in such notification the updated information; provided, however, Supplier shall make no change that results in lessened data protection or increased data security risk. Failure to provide the notice required by this section or maintain the level of security required in the Contract constitutes a material breach by Supplier and may result in a whole or partial termination of the Contract.

2. Any Hosting entity change must be approved in writing prior to such change. To the extent Supplier requests a different sub-contractor than the third-party Hosting Supplier already approved by the State, the different sub-contractor is subject to the State's approval. Supplier agrees not to migrate State's data or otherwise utilize the different third-party Hosting Supplier in connection with key business functions that are Supplier's obligations under the contract until the State approves the third-party Hosting Supplier's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party Hosting Supplier does not meet the State's requirements under the State Certification and Accreditation Review, Supplier acknowledges and agrees it will not utilize the third-party Supplier in connection with key business functions that are Supplier's obligations under the contract, until such third party meets such requirements.

**D. Security Incident or Data Breach Notification:** Supplier shall inform Customer of any Security Incident or Data Breach.

1. Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Supplier will coordinate with Customer prior to any such communication.
2. Supplier shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).
3. Supplier shall:
  - a. Maintain processes and procedures to identify, respond to and analyze Security Incidents;
  - b. Make summary information regarding such procedures available to Customer at Customer's request;
  - c. Mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Supplier; and

d. Document all Security Incidents and their outcomes.

4. If Supplier has reasonable belief or actual knowledge of a Data Breach, Supplier shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

E. **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Supplier.

1. Supplier shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
2. Unless otherwise stipulated, if a Data Breach is a direct result of Supplier's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – all not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Supplier based on root cause.
3. If a Data Breach is a direct result of Supplier's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

F. **Notices**

In addition to notice requirements under the terms of the Contract and those set forth above, a request, an approval or a notice in connection with this Appendix provided by Supplier shall be provided to:

Chief Information Security Officer

3115 N. Lincoln Blvd

Oklahoma City, OK 73105

and

servicedesk@omes.ok.gov.

## **G. Supplier Representations and Warranties**

Supplier represents and warrants the following:

1. The product and services provided in connection with Hosting services do not infringe a third party's patent or copyright or other intellectual property rights.
2. Supplier will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.
3. The execution, delivery and performance of the Contract and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Supplier will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third parties retained or utilized by Supplier to provide goods or services for the benefit of the Customer.
4. Supplier shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or through the Hosting environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

## **H. Indemnity**

Supplier agrees to defend, indemnify and hold the State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification), excluding damages that are the sole fault of Customer, arising from or in connection with Supplier's breach of its express representations and warranties in these Information Technology Terms and the Contract. If a third party claims that any portion of the products or services provided by Supplier under the terms of another Contract Document or these Information Technology Terms infringes that party's patent or copyright, Supplier shall defend, indemnify and hold harmless the State and Customer against the claim at Supplier's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State and/or Customer. The State and/or Customer shall promptly notify Supplier of any third party claims and to the extent authorized by the Attorney General of the State, allow Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify Customer and the State for all associated costs, damages and fees incurred by or assessed to the State and/or Customer. Should the software become, or in Supplier's

opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated in connection with Hosting services, Supplier may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

## **I. Termination, Expiration and Suspension of Service**

1. During any period of service suspension, Supplier shall not take any action to intentionally disclose, alter or erase any Customer Data.

2. In the event of a termination or expiration of the Contract, the parties further agree:

Supplier shall implement an orderly return of Customer Data in a format specified by the Customer and, as determined by the Customer:

a. return the Customer Data to Customer at no additional cost, at a time agreed to by the parties and the subsequent secure disposal of State Data;

b. transitioned to a different Supplier at a mutually agreed cost and in accordance with a mutually agreed data transition plan and the subsequent secure disposal of State Data or

c. a combination of the two immediately preceding options.

3. Supplier shall not take any action to intentionally erase any Customer Data for a period of:

a. 10 days after the effective date of termination, if the termination is in accordance with the contract period;

b. 30 days after the effective date of termination, if the termination is for convenience; or

c. 60 days after the effective date of termination, if the termination is for cause.

After such period, Supplier shall, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

4. The State shall be entitled to any post termination or expiration assistance generally made available with respect to the services.

5. Disposal by Supplier of Customer Data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer, shall be performed in a secure manner. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer within thirty (30) calendar day of its request for disposal of data.

## Appendix 2 to State of Oklahoma Information Technology Terms

### INTRODUCTION

The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice, Federal Bureau of Investigation (“FBI”), Criminal Justice Information Services (CJIS) Division’s CJIS Security Policy (“CJIS Security Policy” or “Security Policy” herein).

The Entity or Affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS Systems Officer (“CSO”) and the FBI CJIS Division’s Audit Staff.

### CJIS SECURITY POLICY REQUIREMENTS GENERALLY

The CJIS Security Policy outlines a number of administrative, procedural, and technical controls agencies must have in place to protect Criminal Justice Information (“CJI”). Our experience is that agencies will generally have many of the administrative and procedural controls in place but will need to implement additional technical safeguards in order to be in complete compliance with the mandate. A Criminal Justice Agency (“CJA”) and certain other governmental agencies procuring technology equipment and services that could be used in hosting or connecting or transmitting or receiving CJI data may need to use the check list herein to make sure that the software, equipment, location, security, and persons having the ability to access CJI will meet the CJIS requirements per the then current CJIS Security Policy. A completed Appendix H to said Security Policy will need to be signed by Vendor or a 3<sup>rd</sup> party if it has access to CJI, such as incident to the maintenance or support of the purchased hardware or software within which resides CJI. **Per Appendix “A” to said Security Policy, “access to CJI is the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI.”**

### DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI and CERTIFICATION

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

**This Directive primarily concerns access to CJI and access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes and not for noncriminal justice purposes.** In that regard, this Directive is not only applicable to such data, but also to the hardware and software interacting with such data, their location(s), and persons having the ability to access such data. The CJIS data applicable to the Security Policy is the data described as such in said Policy **plus all data transmitted over the Oklahoma Law Enforcement Telecommunications System (“OLETS”) which is operated by DPS.**

In order to have access to CJI or to the aforesaid hardware or software, the vendor must be familiar with the FBI CJIS Security Policy, including but not limited to the following portions of said Security Policy:

1. the Definitions and Acronyms in §3 & Appendices “A” & “B”;

2. the general policies in §4;
3. the Policies in §5;
4. the appropriate forms in Appendices “D”, “E”, “F” & “H”; and
5. the Supplemental Guidance in Appendices “J” & “K”.

This FBI Security Policy is located and may be downloaded at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.

Policy Requirement Checklist		Compliance checklist –
Policy Area 1	Information Exchange Agreements	
Policy Area 2	Security Awareness Training	
Policy Area 3	Incident Response	
Policy Area 4	Auditing and Accountability	
Policy Area 5	Access Control	
Policy Area 6	Identification and Authentication	
Policy Area 7	Configuration Management	
Policy Area 8	Media Protection	
Policy Area 9	Physical Protection	
Policy Area 10	Systems and Communications Protection and Information Integrity	
Policy Area 11	Formal Audits	
Policy Area 12	Personnel Security	

**Attachment E-1 to  
STATE OF OKLAHOMA CONTRACT WITH IDEMIA I & S  
RESULTING FROM SOLICITATION NO. 0900000542**

The Pricing is hereby amended as set forth below and  
supersedes all prior documents submitted by Idemia I&S or discussed by the parties

<b>SW1043 Fingerprinting Devices and Mugshot Capture Stations</b>					
<b>Devices/Hardware Costs</b>					
<b>Description</b>	<b>Unit of Measure</b>	<b>Oklahoma Unit Price</b>	<b>Oklahoma Ext Price</b>	<b>Warranty Period</b>	<b>Post Warranty Costs 9x5</b>
Fixed Height Cabinet Tenprint & Palm Livescan System w/ Mugshot Capture	1	\$ 20,935	\$20,935.00	1 Year	\$ 5,305
Adjustable Height Cabinet Tenprint & Palm Livescan System w/ Mugshot Capture	1	\$ 22,817	\$22,817.00	1 Year	\$ 6,890
Desktop Tenprint & Palm Livescan System	1	\$ 16,695	\$16,695.00	1 Year	\$ 4,838
Laptop Tenprint & Palm Livescan System	1	\$ 18,193	\$18,193.00	1 Year	\$ 5,571
Desktop Tenprint Only Livescan System	1	\$ 8,449	\$ 8,449.00	1 Year	\$ 4,349
Fixed Height Cabinet Tenprint Only Livescan System	1	\$ 11,607	\$11,607.00	1 Year	\$ 4,349
Laptop Tenprint Livescan System	1	\$ 9,947	\$ 9,947.00	1 Year	\$ 2,250
<b>Parts/Accessories Cost</b>					
<b>Technical Support/Software Maintenance/Integration Costs</b>					
<b>Installation and Training Costs</b>					
<b>Description</b>	<b>Unit of Measure</b>	<b>Oklahoma Unit Price</b>	<b>Oklahoma Ext Price</b>	<b>Warranty Period</b>	<b>Post Warranty Costs 9x5</b>
Installation and Training Cost are included as part of the System Price	N/A	N/A	N/A	N/A	N/A
Additional Installation and Training	1	\$ 1,020	\$ 1,020.00	N/A	N/A

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<b>Post Warranty Technical Support/Software Maintenance Plan Costs</b>				
<b>Details/level and types of service included</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b><u>24/7 Annual Maintenance</u></b>				
Fixed Height Cabinet Tenprint & Palm Livescan System w/ Mugshot Capture	\$ 2,988	\$ 3,137	\$ 3,294	\$ 3,459
Adjustable Height Cabinet Tenprint & Palm Livescan System w/ Mugshot Capture	\$ 3,925	\$ 4,121	\$ 4,327	\$ 4,544
Desktop Tenprint & Palm Livescan System	\$ 2,733	\$ 2,870	\$ 3,013	\$ 3,164
Laptop Tenprint & Palm Livescan System	\$ 3,147	\$ 3,304	\$ 3,470	\$ 3,643
Desktop Tenprint Only Livescan System	\$ 2,456	\$ 2,579	\$ 2,708	\$ 2,843
Fixed Height Cabinet Tenprint Only Livescan System	\$ 2,456	\$ 2,579	\$ 2,708	\$ 2,843
Laptop Tenprint Livescan System	\$ 2,860	\$ 3,003	\$ 3,153	\$ 3,311
<b><u>9/5 Annual Maintenance</u></b>				
Fixed Height Cabinet Tenprint & Palm Livescan System w/ Mugshot Capture	\$ 2,317	\$ 2,433	\$ 2,554	\$ 2,682
Adjustable Height Cabinet Tenprint & Palm Livescan System w/ Mugshot Capture	\$ 2,965	\$ 3,113	\$ 3,269	\$ 3,432
Desktop Tenprint & Palm Livescan System	\$ 2,105	\$ 2,210	\$ 2,321	\$ 2,437
Laptop Tenprint & Palm Livescan System	\$ 2,424	\$ 2,545	\$ 2,672	\$ 2,806
Desktop Tenprint Only Livescan System	\$ 1,893	\$ 1,988	\$ 2,087	\$ 2,191
Fixed Height Cabinet Tenprint Only Livescan System	\$ 1,893	\$ 1,988	\$ 2,087	\$ 2,191
Laptop Tenprint Livescan System	2250	\$ 2,363	\$ 2,481	\$ 2,605



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Added Value Items					
Description	Unit of Measure	Oklahoma Unit Price	Oklahoma Ext Price	Warranty Period	Post Warranty Costs 9x5
LIVESCAN OPTION, FIXED HEIGHT CABINET, MUGSHOT CAPTURE, DSLR CAMERA	1	\$ 1,701	\$ 1,701.00	1 Year	See Below
LIVESCAN OPTION, DESKTOP/PORTABLE, MUGSHOT CAPTURE, DSLR CAMERA, TRIPOD	1	\$ 1,409	\$ 1,409.00	1 Year	See Below
MAINTENANCE, LIVESCAN, MUGSHOT, ANNUAL, 9X5	1	\$ 212	\$ 212.00	1 Year	
MAINTENANCE, LIVESCAN, MUGSHOT, ANNUAL, 24X7	1	\$ 255	\$ 255.00	1 Year	
LIVESCAN, PRINTER, MONOCHROME LASER PRINTER, DUPLEXER, TRAY, 1 YEAR WARRANTY	1	\$ 1,409	\$ 1,409.00	1 Year	See Below
MAINTENANCE, LIVESCAN, MONOCHROME PRINTER, 9X5	1	\$ 212	\$ 212.00	1 Year	
MAINTENANCE, LIVESCAN, MONOCHROME PRINTER, 24X7	1	\$ 254	\$ 254.00	1 Year	
LIVESCAN OPTION, DUPLEX PRINTER TRAY, 550 SHEET, DUPLEX, MONOCHROME	1	\$ 239	\$ 239.00	1 Year	See Below
MAINTENANCE, LIVESCAN, MONOCHROME PRINTER TRAY, 9X5	1	\$ 36	\$ 36.00	1 Year	
MAINTENANCE, LIVESCAN, MONOCHROME PRINTER TRAY, 24x7	1	\$ 44	\$ 44.00	1 Year	
LIVESCAN OPTION, UPS	1	\$ 152	\$ 152.00	1 Year	
CARRYING CASE, TP-53XX, PORTABLE LIVESCAN PALMS AND ROLLED FINGERS	1	\$ 1,063	\$ 1,063.00	1 Year	
CARRYING CASE, TOP PORTABLE LIVESCAN PALMS AND ROLLED FINGERS	1	\$ 638	\$ 638.00	1 Year	
Mobile ID Device	1	\$ 1,700	\$ 1,700.00	1 Year	

**Attachment E-2 to  
STATE OF OKLAHOMA CONTRACT WITH IDEMIA I & S  
RESULTING FROM SOLICITATION NO. 0900000542**

The Biometrics Products and System Sales Agreement is hereby amended as set forth below and supersedes all prior documents submitted by Idemia I&S or discussed by the parties

IDEMIA Identity & Security USA LLC, ("IDEMIA I&S" or "Seller") having a place of business at 5515 E. La Palma Ave., Suite 100, Anaheim, CA 92807 and \_\_\_\_\_, ("Customer"), having a place of business at \_\_\_\_\_, enter into this Biometrics Products and System Sales Agreement ("Agreement"), pursuant to which Customer will purchase and Seller will sell the System or Products, as described below. 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 Exhibits A through E will be resolved in the order in which they are listed. None of the Exhibits below, including this Biometrics Products and System Sales Agreement, prevail over any of the State's terms, further identified in Attachment A through Attachment D.

Exhibit A – IDEMIA I&S "Software License Agreement"

Exhibit C – "Technical and Implementation Documents"

Exhibit D – (optional) – "Maintenance and Support Agreement"

Exhibit E – (system sales only) – "System Acceptance Certificate"

**SECTION 2 DEFINITIONS**

Capitalized terms used in this Agreement shall have the following meanings:

2.1 "Acceptance Tests" means those tests described in the Acceptance Test Plan.

2.2 "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

2.3 "Contract Price" means the price for the System or Products

2.4 "Effective Date" means that date upon which the last party to sign this Agreement has executed it.

2.5 "Equipment" means the equipment listed in the List of Deliverables or List of Products that Customer is purchasing from Seller under this Agreement.

2.6 "Infringement Claim" means a third party claim alleging that the Equipment manufactured by IDEMIA I&S or the IDEMIA I&S Software infringes upon the third party's United States patent or copyright.

2.7 "IDEMIA I&S" means IDEMIA Identity & Security USA LLC, a Delaware limited liability company.

2.8 "IDEMIA I&S Software" means Software that IDEMIA I&S or Seller owns.

2.9 "Non-IDEMIA I&S Software" means Software that a party other than IDEMIA I&S or Seller owns.

2.10 "Open Source Software" means software that has its underlying source code freely available to evaluate, copy, and modify. Open Source Software and the terms "freeware" or "shareware" are sometimes used interchangeably.

2.11 "Products" means the Equipment and Software provided by Seller under this Agreement.

2.12 "Intellectual Property Rights" shall have the same meaning as it does in section 1.5 of Attachment D STATE OF OKLAHOMA INFORMATION TECHNOLOGY TERMS.

2.13 "Software" means the IDEMIA I&S Software and Non-IDEMIA I&S Software in object code format that is furnished with the System or Equipment and which may be listed on the List of Deliverables or List of

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Products.

2.14 "Specifications" means the functionality and performance requirements described in the Technical and Implementation Documents.

2.15 "Subsystem" means a major portion of the entire System that performs specific functions or operations as described in the Technical and Implementation Documents.

2.16 "System" means the Equipment, Software, services, supplies, and incidental hardware and materials combined together into a system as more fully described in the Technical and Implementation Documents.

2.17 "System Acceptance" means the Acceptance Tests have been successfully completed.

### **SECTION 3     SCOPE OF AGREEMENT AND TERM**

3.1 SCOPE OF WORK. For System sales, Seller will provide, ship, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement as well as in accordance with the other contract documents. For Product sales, Seller will provide, ship, and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement.

#### **3.2 MAINTENANCE SERVICE.**

3.2.1 System Sales. After the warranty period, Customer may purchase maintenance and support services for the Equipment and IDEMIA I&S Software by executing the Maintenance and Support Agreement.

3.2.2 Product Sales. This Agreement does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Seller will provide a separate maintenance and support proposal upon request.

3.3 IDEMIA I&S SOFTWARE. Any IDEMIA I&S Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement.

3.4 NON-IDEMIA I&S SOFTWARE. Any Non-IDEMIA I&S Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to IDEMIA I&S the right to sublicense the Non-IDEMIA I&S Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. IDEMIA I&S makes no representations or warranties of any kind regarding Non-IDEMIA I&S Software. Non-IDEMIA I&S Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, IDEMIA I&S will use commercially reasonable efforts to

(i) determine whether any Open Source Software will be provided under this Agreement; and if so, (ii) identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where such license may be found); and (iii) provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.5 OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1 of this Agreement, or if the Parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer shall have the right and option to purchase the equipment, software, and related services that are described and

listed in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including

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quantities, if applicable). However, the parties acknowledge that certain contractual provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers to Seller the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

#### **SECTION 4 PERFORMANCE SCHEDULE**

Seller and Customer agree that they will perform their respective responsibilities substantially in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Seller to proceed with performance of this Agreement.

#### **SECTION 6 SITES AND SITE CONDITIONS**

6.1 ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will work to provide (i) a designated project manager; (ii) all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites; and (iii) access to the work sites identified in the Technical and Implementation Documents as reasonably requested by Seller so that it may perform its duties in accordance with the Performance Schedule and Statement of Work.

6.2 SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work specifically states to the contrary, Customer will ensure that these work sites will have (i) adequate physical space for the installation, use and maintenance of the System; (ii) adequate air conditioning and other environmental conditions; (iii) adequate electrical power outlets, distribution and equipment for the installation, use and maintenance of the System; and (iv) adequate telephone or other communication lines for the installation, use and maintenance of the System, including modem access, and adequate interfacing networking capabilities. Before installing the Equipment or Software at a work site, Seller will inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section.

6.3 SITE ISSUES. If Seller or Customer determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, Seller and Customer will investigate the conditions and will select replacement sites or adjust the installation plans and Specifications as necessary. If such change in sites or adjustment to the installation plans and Specifications causes a change in the cost or time to perform, the parties will equitably amend the Contract Price or Performance Schedule, or both, by a change order, agreed to and signed by both parties.

#### **SECTION 7 TRAINING**

Any training to be provided by Seller to Customer under this Agreement will be described in a written training plan that is part of the Statement of Work. Customer will notify Seller immediately if a date change for a scheduled training program is required. If Seller incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Seller is entitled to recover these additional costs.

#### **SECTION 8 ACCEPTANCE**

##### **8.1 SYSTEM ACCEPTANCE**

**8.1.1 COMMENCEMENT OF ACCEPTANCE TESTING.** Seller will provide to Customer at least ten (10) days' notice before the Acceptance Tests commence. System testing will occur only in accordance with the



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The Biometrics Products and System Sales Agreement is hereby amended as set forth below and supersedes all prior documents submitted by Idemia I&S or discussed by the parties

Acceptance Test Plan.

**8.1.2 SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests described in the Acceptance Test Plan. Upon System Acceptance, the parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for such Subsystem or phase, and the parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes that the System has failed the completed Acceptance Tests, Customer will provide to Seller a written notice that includes the specific details of such failure. If Customer does not provide to Seller such notice within ten (10) business days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

**8.1.3 BENEFICIAL USE.** Customer acknowledges that Seller's ability to perform its implementation and testing responsibilities under this Agreement may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance. Seller is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use.

**SECTION 9 REPRESENTATIONS AND WARRANTIES**

**9.1 SYSTEM FUNCTIONALITY** (System sales only). Seller represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Seller is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Seller attached to or used in connection with the System or for reasons beyond Seller's control, such as (i) Customer changes to load usage or configuration outside the Specifications.

**9.2 EQUIPMENT WARRANTY.**

**9.2.1 System Sales.** For one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first, Seller warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

**9.2.2 Product Sales.** For one (1) year from the date of shipment, Seller warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

**9.3 IDEMIA I&S SOFTWARE WARRANTY.**

**9.3.1 System Sales.** Unless otherwise stated in the Software License Agreement, for one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first, Seller warrants the IDEMIA I&S Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the IDEMIA I&S Software. If System Acceptance is delayed beyond six (6) months after shipment of the IDEMIA I&S Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the IDEMIA I&S Software.

**9.3.2 Product Sales.** Unless otherwise stated in the Software License Agreement, for one (1) year from the date of shipment, Seller warrants the IDEMIA I&S Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the IDEMIA I&S Software.

**9.4 EXCLUSIONS TO EQUIPMENT AND IDEMIA I&S SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from use of the Equipment or IDEMIA I&S Software in other than its normal, customary, and authorized manner; (ii) defects or damage occurring from misuse, accident, liquids, neglect, or acts of God; (iii) defects or damage occurring from testing, maintenance,

**Attachment E-2 to  
STATE OF OKLAHOMA CONTRACT WITH IDEMIA I & S  
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disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Seller; (iv) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (v) defects or damage caused by Customer's failure to comply with all applicable industry and OSHA standards; (vi) Equipment that has had the serial number removed or made illegible; (vii) batteries (because they carry their own separate limited warranty); (viii) freight costs to ship Equipment to the repair depot; (ix) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (x) normal or customary wear and tear.

**9.5 WARRANTY CLAIMS.** For Customer to assert a claim that the Equipment or IDEMIA I&S Software does not conform to these warranties, Customer must notify Seller in writing of the claim before the expiration of the warranty period. Upon receipt of such notice, Seller will investigate the warranty claim. If this investigation confirms a valid warranty claim, Seller will (at its option and at no additional charge to Customer) repair the defective Equipment or IDEMIA I&S Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or IDEMIA I&S Software. Repaired or replaced product is warranted for the balance of the original applicable warranty period.

**9.6 ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Seller to the original user purchasing the System or Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

**9.7 DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES, INCLUDING WARRANTIES IN ATTACHMENTS B & D, ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND IDEMIA I&S SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. SELLER DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

**PRESERVATION OF INTELLECTUAL PROPERTY RIGHTS.**

**15.1.1 IDEMIA I&S,** the third party manufacturer of any Equipment, and the copyright owner of any Non-IDEMIA I&S Software own and retain all of their respective Intellectual Property Rights in the Equipment and Software. Nothing in this Agreement is intended to restrict the Intellectual Property Rights of IDEMIA I&S, any copyright owner of Non-IDEMIA I&S Software, or any third party manufacturer of Equipment. All intellectual property developed, originated, or prepared by IDEMIA I&S in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in IDEMIA I&S, and this Agreement does not grant to Customer any shared development rights of intellectual property.

**15.1.2** Except as explicitly provided in the Software License Agreement, nothing in this Agreement will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in the Intellectual Property Rights of IDEMIA I&S or Seller. Customer agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software. The preceding sentence shall not apply to Open Source Software which is governed by the standard license of the copyright owner.

**Attachment E-3 to  
STATE OF OKLAHOMA CONTRACT WITH IDEMIA I & S  
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The Service Level Agreement is hereby amended as set forth below and supersedes all prior documents submitted by Idemia I&S or discussed by the parties

IDEMIA I&S provides this Service Level Agreement (SLA) as requested by the State which outlines the minimum service that the State may expect for services, warranties and support. The LiveScans, Card Capture workstations, and other equipment purchased under this contract will include one year of warranty support at no cost to an agency. The table below summarizes the maintenance services and support available during warranty and following warranty expiration when any purchased maintenance agreement will take effect.

As indicated in the table, both remote and onsite support are included in the warranty. Our on-site CSE working with System Administrators, has the ability to remotely monitor and assist in troubleshooting any LiveScan or Card Capture workstations connected to the network.

This table provides a summary of the maintenance services and support available during warranty and following warranty expiration.

**Livescan Support.**

<b>Livescan Support Features</b>	<b>Warranty Period</b>	<b>Post Warranty</b>
<b>Software Support M-F 8am-5pm Customer Local Time</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
Unlimited Telephone Technical Support (24x7)	√	√
Two Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases - Enhancements	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
<b>Hardware Support-Onsite M-F 8am-5pm Customer Local Time</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
On-Site Response	√	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√



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<b>Livescan Support Features</b>	<b>Warranty Period</b>	<b>Post Warranty</b>
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
<b>Parts Support</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
Advanced Exchange Replacement Parts	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
<b>Software Uplifts</b>		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days / Week	Optional	Optional
One Hour Telephone Response	Optional	Optional
<b>Hardware Uplifts</b>		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days / Week	Optional	Optional
Up to 4 Hours On-site Response	Optional	Optional

IDEMIA I&S service responsibilities include the following:

- 24 x 7 Call Center and telephone support
- Next day defective spares replacement (24 hours)

IDEMIA I&S 24 x 7 x 365 Customer Service Center (CSC) located in Anaheim, CA. The CSC has a toll-free number for support, exchange requests, and dispatching on-site support as needed.

### **Performance Reporting**

IDEMIA I&S has performance reporting capabilities as exemplified below. We will work with The State to identify the reporting capabilities required and reports available to be provided.

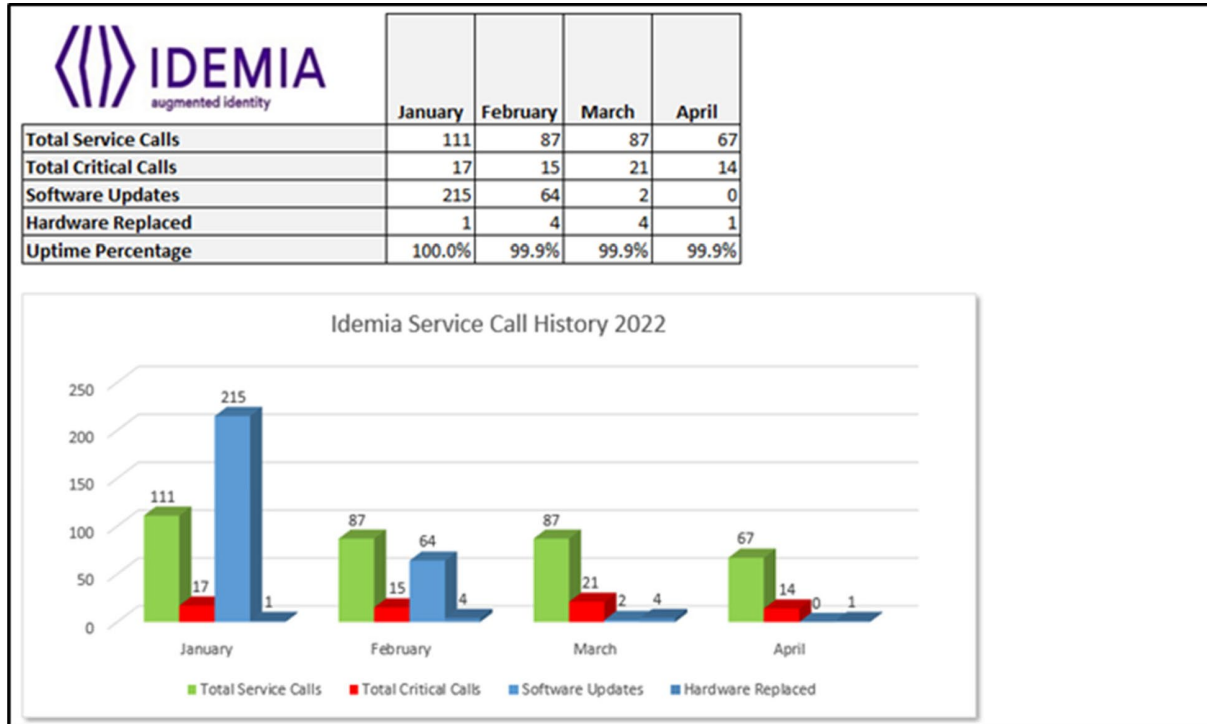
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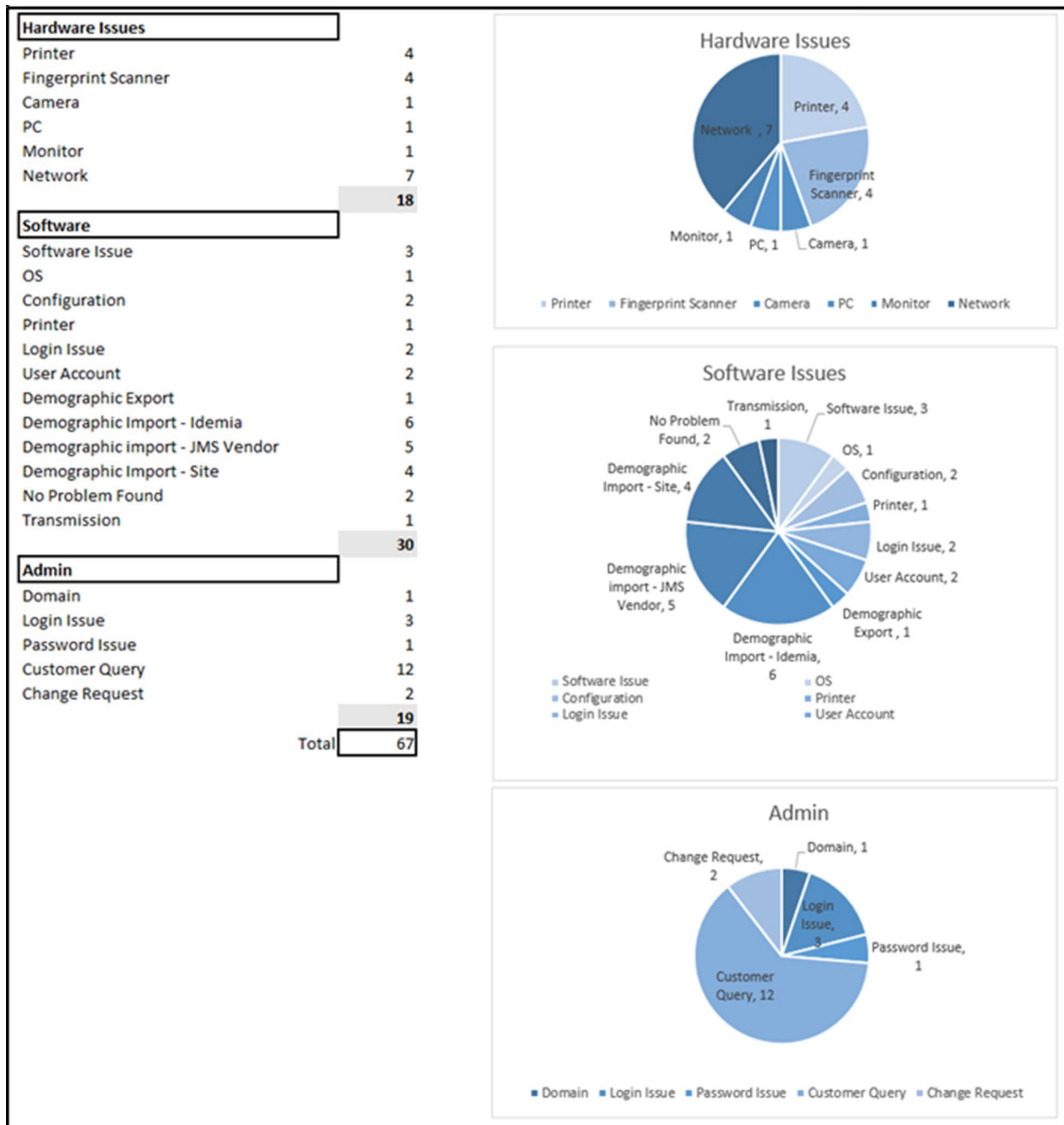
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**IDEMIA I&S Service Call Reporting**



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**Attachment E-4 to  
STATE OF OKLAHOMA CONTRACT WITH IDEMIA I & S  
RESULTING FROM SOLICITATION NO. 0900000542**

The Statement of Work is hereby amended as set forth below and supersedes all prior documents submitted by Idemia I&S or discussed by the parties

**Section Eight v.**

**Statement of Work**

IDEMIA I&S provides the below Installation Plan as a draft Statement of Work for any purchases made under this contract.

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**LIVESCAN INSTALLATION PLAN**

**OVERVIEW**

Upon IDEMIA I&S receiving a Purchase Order for Livescan systems, several steps must be taken for successful deployment of the equipment. The following steps outline this process.

1. The Sales Orders for the Livescan equipment are sent to the Installation Project Manager (IPM). The IPM is the Customer's main point of contact at IDEMIA I&S for the Livescan shipment, installation, and training.
2. The IPM sends the Customer Main Point of Contact the necessary Site Surveys to be completed via email or fax. The Site Surveys outlines the required steps the Customer must take in order to ensure successful Livescan installation. The Site Survey also explains training and gathers necessary shipping information for the equipment.
3. The IPM also relays any steps the customer must take in order to transmit records to a particular receiving agency. The IPM facilitates connecting the customer to this receiving agency for approvals/authorizations.
4. The Customer Main Point of Contact ensures the Site Surveys are completed and returns these to the IPM.
5. The IPM ensures all information is in place for successful Livescan deployment from the Site Surveys, and any authorizations are in place for transmitting to a particular receiving agency.
6. Once all information is in place, the IPM will work with the Customer Main Point of Contact to schedule the shipment, installation, and training of all of the equipment. Scheduling is normally 2 weeks out from the date the Customer's site is deemed ready for install.
7. The IPM will present the Customer Main Point of Contact with available Installation and Training Dates.
8. The Customer Main Point of Contact will verify the dates with the IPM. At this time the dates will be locked in.
9. The IPM will notify Order Admin of the set installation dates which will set up shipping dates in Oracle. Shipment of the equipment by IDEMIA I&S will take place to arrive prior to the set install date.
10. In some cases the Customer may require the equipment be sent to a central location for Security Software to be added or for other reasons. In this case, IDEMIA I&S can arrange for shipments to this central location. The customer must be aware however, that they would be

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responsible for securing the equipment and for getting the equipment to the final install destination prior to the install dates. IDEMIA I&S only ships to one final destination.

11. Prior to the install and training date the IDEMIA I&S Field Service Engineer (FSE) assigned to the install and training will contact the customer to verify the date again and set start times if necessary.

12. On the installation and training date(s), the FSE will come to the customer's site and unpack all equipment, check for any damages, and account for all equipment. Damaged equipment will be ordered for replacement by the FSE if found.

13. The FSE will assemble all equipment make sure it is working properly and test any remote transmissions if necessary.

14. Upon successful testing of the Livescan equipment the FSE will then perform Livescan System Manager and End User Training.

15. Once Training is completed the FSE will present the Customer with a Statement of Installation and Training (SIT). The SIT is the form used by IDEMIA I&S to note acceptance of all the Livescan equipment.

16. The SIT is sent to the IPM by the FSE. The IPM ensures the SIT is sent to IDEMIA I&S Accounting and Maintenance Contracts Departments. IDEMIA I&S Accounting will then invoice for the equipment. The Maintenance Contracts Department will start the customer's Warranty from the date the SIT is signed.

17. After install and training and customer acceptance, any further service needs by the customer will be directed to the IDEMIA I&S 24 hour Help Desk.

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In addition to the above Statement of Work, IDEMIA I&S has addressed the following **Preferred Documentation** requirements found in **Section 8.1 C. iv.**

**Billing Information**

IDEMIA I&S provides billing information using a standardized invoice as shown below. This invoice is typically delivered via email or vendor portal where requested.

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		<b>INVOICE</b>	<b>INVOICE</b>			
		5515 E. La Palma Ave. Suite 100 Anaheim, CA 92807 USA Phone (714) 238-2000	DATE	NUMBER		
<b>Bill To:</b>		<b>Ship To:</b>				
<b>PO#</b>	<b>CUST ID</b>	<b>SALESPERSON</b>	<b>SHIP VIA</b>	<b>PAY TERMS</b>	<b>DUE DATE</b>	<b>ORDER #</b>
<b><u>QUANTITY</u></b>	<b><u>PART NUMBER</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>SERIAL NUMBER</u></b>	<b><u>U OF M</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>EXT PRICE</u></b>
<b>PLEASE REMIT TO:</b>		<b>IDEMIA IDENTITY &amp; SECURITY</b>		<b>Subtotal</b>		
Idemia Identity & Security USA LLC		FED ID # 04-3320515		<b>Tax %</b>		
P.O. Box 207240				<b>Total</b>		
Dallas, TX 75320-7240						
Email EFT Remittance to: EFT@us.idemia.com						
Send ACH/Wire to: Swift Code: WFBUS6S, Acct: 4295325468, ACH Routing: 121000248, Wire Routing: 121000248						
For questions regarding your account please contact Sonia Doner at (714) 575-2923 or Serene Calaci at (714) 238-2052						
Page 1 of 1						

### Documentation

The State can reach our Help Desk 24 hours a day, seven days a week, 365 days a year for documentation. Our Help Desk generates and supplies reports and emails on an ongoing basis to the state's selected distribution list as well as dispatching our Field Service Engineers when needed. Service reports (include services by location and account information) can be generated on a timed basis and can be supplied to the State providing the detailed documentation of services that are provided to State entities as requested. We are also able to generate additional reporting at the State's request.

### Training

Training will be conducted according to a training plan. The information in the table below describes the two types of training provided by IDEMIA I&S for LiveScan systems - System Manager Training and End User Training. Training is performed in front of the LiveScan system as part lecture and part hands-on training.

IDEMIA I&S only provides training on the operation and function of the LiveScan equipment. Customer internal policies on use of the LiveScan equipment and/or receiving agency policies will need to be addressed by the Customer's personnel.

User Manuals are provided for the training. Class sizes need to be kept to a maximum of six users and

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three system managers.

Both training sessions are based on a train-the-trainer platform. Whoever IDEMIA I&S trains will be qualified to train others.

**Training Session Syllabus.**

Training Session Syllabus	
<b>Site Name:</b>	<b>Date:</b>
<b>End User Training:</b> <ul style="list-style-type: none"><li>• Instruction on proper power up of LiveScan system.</li><li>• Logging on and off of the LiveScan system.</li><li>• Searching created record database.</li><li>• Opening a new record for creation.</li><li>• Entering demographics into a record.</li><li>• Proper technique on rolling fingerprints, 2 thumb and 4 finger slaps, and/or palm prints if applicable on the LiveScan system.</li><li>• Transmission of a record if applicable.</li><li>• Hard copy printing of a record if applicable.</li><li>• Re-transmission or re-printing of a record.</li><li>• Editing an existing record.</li><li>• Proper power down of LiveScan system.</li><li>• Training provided on any accessory peripherals such as digital camera, signature, pad, etc. if purchased.</li><li>• Practical hands on time by each trainee to perform the above tasks with Trainer present.</li><li>• Notification of our post installation 24 hour help desk (1-888-435-7439)</li></ul>	<b>Training Notes:</b>

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<b>System Manager Training:</b> <ul style="list-style-type: none"><li>• Instruction on proper power up of LiveScan system.</li><li>• Logging on and off of the LiveScan system.</li><li>• Adding, modifying, and deleting Users.</li><li>• Searching created record database.</li><li>• Opening a new record for creation.</li><li>• Entering demographics into a record.</li><li>• Proper technique on rolling fingerprints, 2 thumb and 4 finger slaps, and/or palm prints if applicable on the LiveScan system.</li><li>• Transmission of a record if applicable.</li><li>• Hard copy printing of a record if applicable.</li><li>• Minor Printer adjustments and troubleshooting if applicable.</li><li>• Re-transmission or re-printing of a record.</li><li>• Editing an existing record.</li><li>• Training on LiveScan equipment connections.</li><li>• Proper power down of LiveScan system.</li><li>• Training provided on any accessory peripherals such as digital camera, signature, pad, etc. if purchased.</li><li>• Practical hands on time by each trainee to perform the above tasks with Trainer present.</li><li>• Notification of our post installation 24 hour help desk (1-888-435-7439)</li></ul>	Training Notes:
<b>Trainer:</b>	



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If any issues are discovered during training, they will be addressed the same day, or the Customer Support Engineer will create an issue list in order to achieve a resolution agreeable with the customer in a timely manner. When any issues have been addressed, the Customer's POC will confirm if all requirements have been met and either sign off on an Acceptance Certificate or communicate additional deficiencies discovered. IDEMIA I&S will address any deficiencies as required.

### **Account Team and Support**

#### **Experienced Service Organization and Local Support**

IDEMIA I&S's continued mission is to provide top quality, world-class support to ensure complete satisfaction by our customers. Through our support services network, IDEMIA I&S provides our End Users with exceptional customer service whether from our dedicated Help Desk personnel or from our on-site knowledgeable Customer Service Engineers (CSEs, formerly called Field Service Engineers). In addition to the experienced Engineers currently supporting your system, our Anaheim, California and Bloomington, Minnesota offices house over 150 technical resources that can support any LiveScan project.

With more than 29 years of working with law enforcement agencies throughout the State of Oklahoma, we have an extensive list of accomplishments that ensured optimal program functionality.

No other LiveScan provider has the local resources, knowledge, and experience to provide the State with high-quality, well-known Livescan products. We will continue to provide all State Users with our worldclass support program that they are accustomed to.

#### **Help Desk**

The Help Desk provides "live answer" of most calls within 17 seconds by a customer support representative (the "wait on hold" time is typically within 17 seconds). Once a customer concern is expressed, a ticket is issued, and problem resolution begins. "Turnaround time" is dependent on the nature of the problem or concern. Software-related issues may be resolved remotely during the technical support response call; hardware-related issues may require on-site response or may be resolved via next day defective spares replacement service. Users are provided with Help Desk contact information (reached via phone at (888) 435-7439) and hours of contact in the event an issue develops (the Help Desk is staffed 24/7).

Ticket logging, dispatching, tracking, and escalation of all service requests are performed at the Help Desk. Service offerings include remote support via telephone and secure remote access, as well as on-site support through field service personnel. Our highly trained and experienced Customer Support team also provides remedial maintenance activities for all IDEMIA I&S- provided software and hardware.

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**One of IDEMIA I&S's Customer Support Centers.**

IDEMIA I&S's state-of-the art Biometrics Solutions Business Unit Customer Support Center is staffed 24 hours a day, 7 days a week.

IDEMIA I&S's Customer Support organization is comprised of about 75 field personnel. A team of 100-plus U.S.-based technical engineers handles technical escalations. To quickly resolve all system-related issues, this team assists field staff as needed. The team's goal is to meet or exceed Service Level Agreement (SLA) requirements, as defined in the Maintenance Support Agreement. The table below provides a summary of the maintenance services and support available during warranty and following warranty expiration. Items designated as Optional are not included in any stated pricing.

**Attachment E-5 to  
STATE OF OKLAHOMA CONTRACT WITH IDEMIA I & S  
RESULTING FROM SOLICITATION NO. 0900000542**

The Additional Bidder Terms are hereby amended as set forth below and supersedes  
all prior documents submitted by Idemia I&S or discussed by the parties

**Section Five. Additional Bidder Terms**  
**IDEMIA IDENTITY & SECURITY USA LLC SYSTEM MAINTENANCE**  
**TERMS AND CONDITIONS**  
for use with  
**U.S. End User Customers**  
covering  
**Idemia® Live Scan Product Line**

**I. GENERAL SCOPE OF COVERAGE**

Subject to payment in full of the applicable maintenance fees for the system ("System") described in Idemia Identity & Security USA LLC's ("Idemia") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), Idemia, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

**II. MAINTENANCE SERVICES**

The Services provided by Idemia are those services selected by Customer from one or more of the following maintenance services programs:

A. Included with All Remedial Maintenance Services. *Included With All Remedial Maintenance Services* are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the Idemia TouchCare Support Center via Edema toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Idemia's technical support staff to resolve unique problems.
- Idemia shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become Idemia's property. Idemia shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Idemia, replacement parts and components needed at international destinations shall be shipped by Idemia to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event Idemia ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties, tariffs, taxes, and all other delivery related charges.
- Idemia shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by Idemia and for which Idemia, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Idemia Maintenance Agreement Addendum. Customer shall provide Idemia with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Idemia shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for 24/7 Maintenance Services and 9/5 Maintenance Services Customers, then Idemia shall install the Update during any subsequently scheduled on-site visit by Idemia for service of the System. An "Update" means a new release of such System software components that are developed by Idemia which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. Idemia's *24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Idemia's Help Desk.
- Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. Idemia shall use its best efforts to have a Idemia field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by Idemia's Help Desk for customers located within a 100 mile radius of an authorized Idemia's service location and within 24 hours for customers located outside such 100 mile radius.
- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia will provide Customer with up to four (4) Customer-requested

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type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of Idemia's Development Management Team, require a significant development or deployment effort.** Generally, a significant development effort is one that takes Idemia more than one full business day to develop, and a significant deployment effort is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. Idemia's *9/5 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with Idemia's Help Desk.
- Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. Idemia shall use its best efforts to have an Idemia's field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Idemia's Help Desk if  
Customer's facility is located within a 100 mile radius of an authorized Idemia's service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Idemia's acceptance of Customer's request for after-hours service, Customer shall pay for such after-hours service on a time and materials basis at Idemia's then current rates.
- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of Idemia's Development Management Team, require a significant development or deployment effort.** Generally, a significant development effort is one that takes Idemia more than one full business day to develop, and a significant deployment effort is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. Idemia's *Help Desk Maintenance Services* are as follows:

- The Services do not include any Idemia on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Idemia Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Idemia trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with Idemia's periodic requirements. Unless otherwise agreed in writing by Idemia, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Idemia's Help Desk.
- Idemia shall furnish all parts and components necessary for the maintenance of the System. Idemia's shipment of a replacement part to Customer will be initiated promptly after the Idemia's Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by Idemia to be returned to Idemia, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to Idemia within two (2) weeks after receipt of the replacement part. Idemia is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]
- Upon Customer's request for Idemia on-site service, Idemia shall use its best efforts to have a Idemia field service engineer

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at the Customer's facility within 48 hours from the time the engineer is dispatched by Idemia's Help Desk. Customer shall pay for such on-site service on a time basis at Idemia's then current rates. Prior to dispatch of a Idemia engineer, Customer shall provide Idemia with a purchase order ("P.O."), complete Idemia's P.O. Waiver form, or provide Idemia with a valid credit card number.

E. Preventive Maintenance Services. Idemia's *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with Idemia's specifications for such System. Idemia and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with Idemia's 24/7 Maintenance Services and Idemia's 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with Idemia's then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

### **III. EXCLUSIONS FROM SERVICES**

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Idemia's control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Idemia's authorized service representatives, or if parts, accessories, or components not authorized by Idemia are fitted to the System.
- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by Idemia to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in Idemia's System documentation.

B. Availability of Additional Services. At Customer's request, Idemia may agree to perform the excluded services described immediately above in accordance with Idemia's then current rates. Other excluded services that may be agreed to be performed by Idemia shall require Idemia's receipt of a Customer P.O., Customer's completion of Idemia's P.O. Waiver form, or Customer providing Idemia with a valid credit card number before work by Idemia is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by Idemia before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. Idemia's inspection will be billed at Idemia's current inspection rate and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from Idemia or an Idemia authorized or identified vendor, at Customer's sole expense: (i) all Idemia and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. Idemia will specify the hardware and third party software requirements for any Updates.

### **IV. SERVICE CALLS**

Customer may contact Idemia's TouchCare Support Center by calling 1-888-HELP-IDX (888- 435-7439). Service calls under this

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Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

**V. TERM AND TERMINATION**

This term of this Agreement shall commence upon Idemia's receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and Idemia's receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty

(30) days from the date the non-breaching party provided the other with written notice of such breach.

**VI. FEES FOR SERVICES**

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be Idemia's current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within forty-five (45) days of the date of Idemia's invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of Idemia, Failure to Pay Fees. If Customer does not pay Idemia's fees for Services or parts as provided hereunder when due: (i) Idemia may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Idemia may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis.

**VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY**

Idemia shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDEMIA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDEMIA'S AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR IDEMIA'S SERVICES ACTUALLY PAID BY CUSTOMER TO IDEMIA UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDEMIA BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND IDEMIA'S REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

**VIII. LIMITED LICENSE TO UPDATES**

Idemia may deliver Idemia-developed Updates to Customer. The terms of the Software License Agreement for the Idemia's software delivered as part of the System shall govern Customer's use of the Updates.

**IX. MISCELLANEOUS**

This Agreement shall be governed by and construed according to the laws of the State of Oklahoma, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of Idemia and the Customer.

**Software License Agreement**

In this Exhibit A, the term "Licensor" means **IDEMIA Identity & Security USA LLC** ("IDEMIA USA"); "Licensee," means the Customer; "Contract" means the agreement to which this exhibit is attached (Biometrics Products and System Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Contract.

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

**SECTION 1      DEFINITIONS**

1.1 "Designated Products" means products provided by IDEMIA USA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for



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all prior documents submitted by Idemia I&S or discussed by the parties

free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Contract" means the agreement to which this exhibit is attached (Biometrics Products and System Sales Agreement) "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.6 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA USA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

**SECTION 2      SCOPE**

IDEMIA USA and Licensee enter into this Agreement in connection with IDEMIA USA's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA USA is providing to Licensee, and Licensee's use of the Software and Documentation.

**SECTION 3      GRANT OF LICENSE**

3.1 Subject to the provisions of this Agreement and the payment of applicable license fees, IDEMIA USA grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under IDEMIA USA's copyrights and Confidential Information (as defined in the Contract embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2 If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will

take precedence over the license grants in this Agreement. If requested by Licensee, IDEMIA USA will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

**SECTION 4      LIMITATIONS ON USE**

4.1 Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Contract. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2 Licensee will not, and will not enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of IDEMIA USA's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3 Unless otherwise authorized by IDEMIA USA in writing, Licensee will not and will not enable any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning if Licensee provides written notice to IDEMIA USA of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from

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the other device. Licensee must provide prompt written notice to IDEMIA USA at the time temporary transfer is discontinued.

**SECTION 5      OWNERSHIP AND TITLE**

IDEMIA USA, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations,

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**SECTION 6      LIMITED WARRANTY: DISCLAIMER OF WARRANTY**

6.1 If Licensee is not in breach of any of its obligations under this Agreement, IDEMIA USA warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by IDEMIA USA solely with reference to the Documentation. IDEMIA USA does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. IDEMIA USA makes no representations or warranties with respect to any third party software included in the Software.

6.2 IDEMIA USA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If IDEMIA USA cannot correct the defect within a reasonable time, then at IDEMIA USA's option, IDEMIA USA will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3 Warranty claims are described in the Contract.

6.4 The express warranties set forth in the Contract and this Section 6 are in lieu of, and IDEMIA USA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not IDEMIA USA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, IDEMIA USA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

**SECTION 7      TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without IDEMIA USA's prior written consent. IDEMIA USA's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

**SECTION 8      TERM AND TERMINATION**

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by IDEMIA USA, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by IDEMIA USA.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA USA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA USA or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that IDEMIA USA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to IDEMIA USA for which monetary damages would be inadequate. If Licensee breaches this Agreement, IDEMIA USA may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

**SECTION 9      UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND**



**Attachment E-5 to  
STATE OF OKLAHOMA CONTRACT WITH IDEMIA I & S  
RESULTING FROM SOLICITATION NO. 0900000542**

The Additional Bidder Terms are hereby amended as set forth below and supersedes  
all prior documents submitted by Idemia I&S or discussed by the parties

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under IDEMIA USA's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software- Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

**SECTION 10 CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain IDEMIA USA's valuable proprietary and Confidential Information and are IDEMIA USA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information, subject to section 11 of ATTACHMENT B STATE OF OKLAHOMA GENERAL TERMS, apply.

**SECTION 11 GENERAL**

**11.1 COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

**11.2 GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of Oklahoma.

**11.3 THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of IDEMIA USA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

**Attachment F to  
STATE OF OKLAHOMA CONTRACT WITH IDEMIA I & S  
RESULTING FROM SOLICITATION NO. 0900000542**

The Solicitation and resulting Contract is hereby amended to include the terms as set forth below and supersedes all prior terms and exceptions and additional terms submitted by **IDEMIA I & S** or discussed by the parties.

Requested Exceptions and Additional Terms not addressed below are declined by the State of Oklahoma.



## Section Four. Requested Exceptions to Terms

Term & Section	Language
“Work Product” Attachment B Section 4.21	Deleted and replaced with the following: Work Product means any and all deliverables produced by Supplier expressly and exclusively for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing.
“Invoices and Payment” Attachment B Section 7.1	No changes to the language of the solicitation.
“Insurance” Attachment B Section 8.1	No changes to the language of the solicitation.
“Termination for Funding Insufficiency” Attachment C Section 3	No changes to the language of the solicitation.
“Termination for Convenience” Attachment C Section 5	No changes to the language of the solicitation.
“Ownership Rights” Attachment D Section 11	The second sentence of this section be amended to the following, the rest of Section 11 shall remain unchanged: “Moreover, except with regard to any deliverable based on and including any Supplier Intellectual Property, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto.

# **OFFICE OF MANAGEMENT & ENTERPRISE SERVICES**

## **Information Technology Services Exhibit 1**



## **Standard Livescan Specification Document 2022 Revision 3-23-2022**

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## 1.0 General Background Overview

The state of Oklahoma has implemented a tightly integrated computerized criminal history system (CCH) and Automated Fingerprint Identification System (AFIS) that supports about 150 Livescan devices deployed statewide. AFIS is designed to support multiple workflows that come from Livescans deployed in the field. The integrated system is built using NIST-ITL-2011 and adheres to the FBI standards.

Given the above stated architecture, the state is seeking to setup a statewide contract for state and local law enforcement to procure Livescan fingerprint and mugshot capture stations that are compliant to the standards and specifications listed on this document. Once established, state and local law enforcement agencies may use this contract to procure new or replacement Livescan devices as needed.

The solicitation has specific functional and technical requirements that must be met for a supplier to have their products listed in the statewide contract.

### **IDEMIA I&S Response:**

#### **Comply**

As the provider of Oklahoma's AFIS and 36 of the approximately 150 Livescans currently deployed within the state, IDEMIA I&S is exceptionally qualified to implement and support additional Livescans under the new contract. Our proposed Livescans are user friendly, reliable, and deployed in all 50 states.

Our Ruggedized Livescan includes an easy-to-use, full featured scanner that is efficiently housed in either a fixed height or adjustable height cabinet. The workstation supports electronic AFIS submissions as well as submissions to card printers. The design draws upon our extensive experience in supplying thousands of Ruggedized Livescan units that are fully integrated with the AFISs of local, state, regional, and federal law enforcement agencies, as well as with 29 state CCH's and numerous local Record Management Systems/Jail Management Systems (RMSs/JMSs).

The Microsoft Windows-based Ruggedized Livescan offers superior scanning capabilities. It includes a Federal Bureau of Investigation (FBI)-certified scanner that can capture and deliver unsurpassed image quality. The scanner provides true 500 pixels per inch (ppi), 256 gray-level input, and captures both 800x750 pixel rolled prints and 1600x1000 pixel slap prints as well as palm capture (upper, lower, and writer's palm prints) and optional 1000 ppi input via software and firmware upgrades. It is fully compliant with FBI Electronic Biometric Transmission Specification and American National Standards Institute/ National Institute of Standards and Technology (ANSI/NIST) image standards.

After the Ruggedized LiveScan captures prints, automatic processing is performed. This includes minutiae extraction, and image-quality measurements that are obtained by using our proprietary image-processing algorithm. Real-time quality assurance automatically detects if fingerprints are rolled correctly and ensures that each fingerprint image is in the correct location. This saves time and reduces the percentage of rejected submissions that are due to poor image quality. At stations equipped for palm print capture, real-time quality assurance compares the left and right palm print images with the fingers from each hand to ensure that the palms and fingers are correctly paired. By using the Ruggedized Livescan, OSBI can evaluate the image data quality and integrity before

acceptance and immediately rescan low-quality prints. A keyboard and mouse are standard equipment, and the monitor is available in a variety of sizes, with or without touchscreen capabilities. The included multidirectional camera provides full-featured mugshot capture capability, and the captured photos may be printed on an available printer.

With the Ruggedized LiveScan, users can track the status of each submission, obtain responses quickly, and resubmit cases when necessary. Our software includes a user-friendly graphical user interface (GUI), as shown in the following requirement responses. We solicit feedback from our Users Group community to drive continual improvement and to achieve the highest customer satisfaction.

We are proposing two Ruggedized LiveScan options.

### **Fixed-height Ruggedized Livescan**

**Figure 1** shows our fixed-height, Ruggedized LiveScan offering. The scanner platen is located at the most ergonomically advantageous height of 39 inches. This height is based upon ergonomic standards for the 50th percentile of the population, making fingerprint processing easy for the largest pool of individuals. The cabinet includes a mugshot camera within a metal protective cover and the keyboard is stored in a retractable tray. The Ruggedized LiveScan includes two industrial wheels on the back. To move the Ruggedized LiveScan, the user tilts the Ruggedized LiveScan back and can wheel it where needed. This Ruggedized LiveScan does not have an adjustable scanner platen.



**Figure 1: Fixed-Height Ruggedized LiveScan.**

### **Motorized, Adjustable Height Ruggedized Livescan**

**Figure 2** shows our motorized adjustable height Ruggedized LiveScan. This model includes an adjustable scanner platen that can be set at the best height for ergonomic use by the operator or subject, with a platen surface height range from the floor of 33  $\frac{3}{4}$  inches to 40  $\frac{3}{4}$  inches. The keyboard resides on the top surface of the Livescan under the monitor (no retractable tray). The

mugshot camera is on a pole mount without enclosure. The LiveScan includes four industrial wheels on the bottom for ease of relocating. Once in position, the wheels lock to stay in place.



**Figure 2: Motorized, Adjustable Height Ruggedized Livescan.**

## 1.1 References

[Automated Fingerprint Identification System | Oklahoma State Bureau of Investigation](#)

ANSI/NIST-ITL 1-2011: NIST Special Publication 500-290 Edition 3 (2015)

OSBI standard NIST Type-2 record specification document-V4.03,  
*Revised July 02, 2018*

Mug Shot Interface Specifications Document Version 4.0

[ELECTRONIC BIOMETRIC TRANSMISSION SPECIFICATION \(EBTS\) Version 10.0](#)  
— BioSpecs ([fbi.gov](http://fbi.gov))

[PalmGuidance v3.0 LFSU — BioSpecs \(\[fbi.gov\]\(http://fbi.gov\)\)](#)

**IDEMIA I&S Response:****Comply**

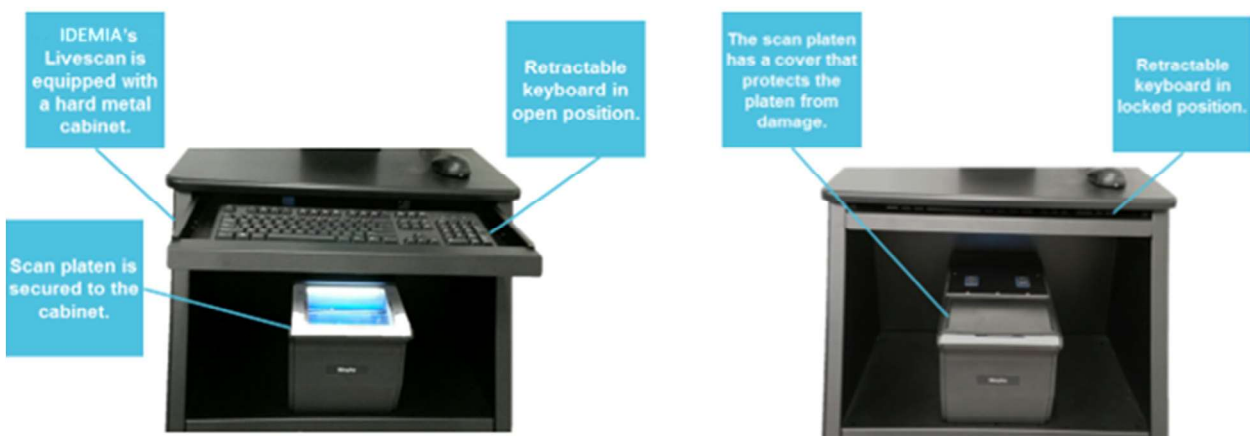
IDEMIA I&S acknowledges and has read and understands the OSBI reference documents and specifications listed in the requirement. As OSBI's AFIS provider, we have extensive experience with OSBI, NIST, and FBI specifications. IDEMIA USA knows the OSBI interface better than any competitor and can troubleshoot any issues from both the AFIS and Livescan end. As the provider of the FBI's AFIS matching algorithms, we are also intimately familiar with the EBTS requirements.

**2.0 General Functional Requirements. (LV-Type-1 – Jail Use)**

1. The Livescan devices shall be equipped with a hard metal cabinet that features a lockable keyboard and scan platen.

**IDEMIA I&S Response:****Partially Comply**

Our Ruggedized LiveScan includes a sturdy steel cabinet proven to work in a jail environment. The scan platen is secured to the cabinet so it cannot be easily removed and has a cover that protects the platen from accidental damage. The keyboard is not lockable.



**Figure 3: Steel Cabinet LiveScan with retractable Keyboard tray and Scan Platen.**

*The Fixed Ruggedized Livescan has a retractable keyboard that can be retracted in the steel cabinet. The scan platen has a cover that protects the platen from accidental damage.*

2. The Livescan devices shall be equipped with a protected metal enclosure for a camera mount; camera mounts shall be adjustable.

**IDEMIA I&S Response:****Comply**

Our proposed Fixed Ruggedized LiveScans include a protective metal enclosure for the camera mount, and the camera mounts are adjustable (**Figure 4**). A multidirectional camera provides full-featured photo capture capability; the captured photos may be printed on an available local or remote



printer. Our adjustable height LiveScan does not include a metal enclosure for the camera, but the camera mount is adjustable in height, swivel left/right, and tilt up/down.



**Figure 4: Adjustable Camera Mounts.**

*The multidirectional camera provides full-featured photo capture capability.*

3. The Livescan devices shall be equipped with a protected mount for a touch screen monitor; screen mounts shall be adjustable.

**IDEMIA I&S Response:**

**Comply**

Both of our proposed Ruggedized LiveScans meet this requirement and are equipped with a secure, protected, adjustable touch screen monitor mount (**Figure 5**).



**Figure 5: Fixed-Height Cabinet's Touch Screen Monitor Mount.**

*The monitor mount is secure, protected, and adjustable.*

4. The Livescan devices shall be equipped with pedal switch for capturing prints.

#### **IDEMIA I&S Response:**

##### **Comply**

Our proposed Ruggedized LiveScans will be equipped with a pair of foot pedals (**Figure 6**), one on each side of the cabinet, to accommodate both right-handed and left-handed operators. Either pedal can be used for capturing prints and advancing the workflow. Alternatively, the operator may use a mouse or the touchscreen monitor.



**Figure 6: Fixed-Height Cabinet's Pedal Switch for Capturing Prints.**

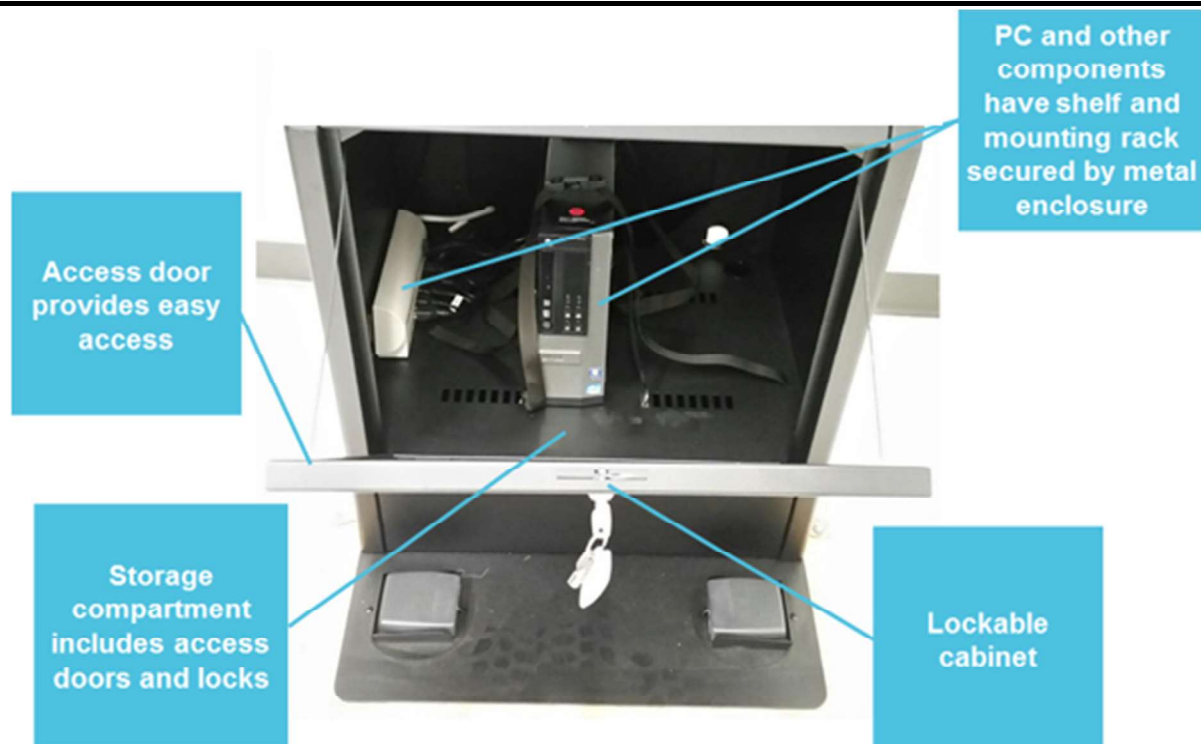
*The pair of foot pedals, one on each side of the cabinet, accommodates both right-handed and left-handed operators.*

5. The Livescan devices shall be equipped with a cabinet that has a lock on the front and back, in case enclosure access is needed. PC and other network components shall be securely mounted inside the cabinet. All components shall be secured in a manner which protects the components from unauthorized use or damage and prevents components from being used as a weapon against jail staff.

#### **IDEMIA I&S Response:**

##### **Comply**

Our proposed Ruggedized LiveScans are equipped with a storage compartment at the bottom of the cabinet that includes a lockable front access door, providing easy access when needed. The rear panel of the LiveScan is secured with screws. The Personal Computer (PC), Uninterruptable Power Supply (UPS), and router are securely mounted to brackets within the compartment, ensuring that they are protected within the metal enclosure.



**Figure 7: Lockable Cabinet and Components.** Cabinet includes a lockable front access door, providing easy access.

6. The Livescan devices shall be equipped with adjustable platen for ADA compliance.

**IDEMIA I&S Response:**

**Comply**

Our proposed adjustable height Ruggedized LiveScans are equipped with an adjustable platen for ADA compliance (**Figure 8**). By allowing the motorized platen to raise and lower with a platen surface height range from the floor of 33  $\frac{3}{4}$  inches to 40  $\frac{3}{4}$  inches, a person who uses a wheelchair can sit to the side of the Ruggedized LiveScans and put their hand flat on the platen without stretch their arm to get it into the Ruggedized LiveScan cabinet. Note: While the fixed-height cabinet does not include an adjustable platen, the height of the platen is ADA compliant.



**Figure 8: Ruggedized LiveScan with Adjustable Platen.** *Because the platen is adjustable in height, a person in a wheelchair can be fingerprinted more easily.*

7. The Livescan devices shall be capable of capturing and producing NIST compliant type-2, type-4, type-10 records and type-15 records.

**IDEMIA I&S Response:**

**Comply**

Our proposed Ruggedized LiveScans will be capable of capturing and producing NIST compliant type-2, type-4, type-10 records and type-15 records. These record types include descriptors; fingerprint images; face and SMT images; and palm images, respectively. We are doing this today on our deployed LiveScans.

8. The Livescan cabinet shall have industrial wheels to move the cabinet by slanting it, once on location the cabinet shall have leveling bolts for the Livescan to be leveled for production work.

**IDEMIA I&S Response:**

**Comply.**

Our proposed fixed Ruggedized LiveScans include a pair of industrial wheels on the back of the base. By slanting the cabinet backward on the wheels, it can be easily rolled to a new location. Our

adjustable height Ruggedized LiveScan cabinet includes four lockable industrial wheels on the base. The user can simply wheel the cabinet into place and then lock the wheels to secure. Our Ruggedized LiveScans do not include leveling bolts as they are level on flat surfaces.

9. The Livescan cabinet shall be equipped with a small power distribution unit to power the Livescan components from within the cabinet enclosure.

**IDEMIA I&S Response:**

**Comply.**

A 685 VA uninterruptible power supply (UPS) is mounted in the compartment within the cabinet enclosure. The UPS provides power to the Ruggedized LiveScan components if there is a power failure for approximately a half an hour, allowing the operator time to save in-progress transactions if a shutdown is necessary.

10. A full one-year warranty, including technical, hardware, and software maintenance (Livescan and Operating System software) support shall be included. See section 6.

**IDEMIA I&S Response:**

**Comply.**

Please see **Table 1** in our following response to requirement #11.

11. An annual technical support/software maintenance plan covering the four years following the expiration of the warranty shall be submitted. The plan shall list the cost for each year of support and provide details about the level and types of service included. See Section 6.

**IDEMIA I&S Response:**

**Comply.**

**Table 1** summarizes the maintenance services and support available during the one-year warranty period and following warranty expiration during the maintenance period. Pricing is provided for four years of support. Items designated as Optional are not included in the stated pricing but may be separately quoted. Our two in-state Customer Support Engineers will ensure that the LiveScans, like the AFIS, are serviced quickly and efficiently.

**Table 1: Advantage Solution Support.**

<b>Biometrics Support Features</b>	<b>Warranty Period</b>	<b>Post Warranty</b>
<b>Software Support M-F 8am-5pm Customer Local Time</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
Unlimited Telephone Technical Support	√	√
Two Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
<b>Hardware Support Onsite M-F 8am-5pm Customer Local Time</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
On-Site Response	√	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
<b>Parts Support</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
Advanced Exchange Replacement Parts	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
<b>Software Uplifts</b>		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days / Week	Optional	Optional
One Hour Telephone Response	Optional	Optional
<b>Hardware Uplifts</b>		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days / Week	Optional	Optional
Up to 4 Hours On-site Response	Optional	Optional

12. Once Microsoft or the State of Oklahoma no longer support the Operating System (OS), an optional OS upgrade plan and cost estimate shall be provided to customers upon request.

#### **IDEMIA I&S Response:**

##### **Comply.**

Upon request, we will provide OSBI with a quote for an optional Operating System (OS) upgrade plan.

13. The Livescan must include all LV Transaction workflows described in sections 4.0 through 4.8.

**IDEMIA I&S Response:**

**Comply.**

Our Ruggedized LiveScans are configured to perform the required transaction workflows, including:

1. LV Transaction (Criminal Adult)
2. LVJ Transaction (Criminal Juvenile)
3. LVA Transaction (Police Applicant)
4. LVCW Transaction (OSBI Handgun License)
5. LVN Transaction (Criminal Inquiry)
6. LVNR Transaction (Criminal Non-Reportable Offense)
7. LVC Transaction (Civilian Applicant)

We have currently proven and fully configured OSBI LV, LVJ, LVA, LVCW, LVN, and LVC workflows on our existing LiveScans deployed throughout Oklahoma.

**3.0 General Functional Requirements. (LV-Type-2 – Public/Non-Jail Use)**

1. The Livescan devices shall be equipped with a camera mount; camera mounts shall be adjustable.

**IDEMIA I&S Response:**

**Comply.**

The proposed Ruggedized LiveScans include a Canon EOS Rebel T7 digital single-lens reflex (DSLR) camera with a pole mount that is adjustable.

2. The Livescan devices shall be equipped with a protected mount for a touch screen monitor; screen mounts shall be adjustable.

**IDEMIA I&S Response:**

**Comply.**

The proposed Ruggedized LiveScans, are equipped with touch screen monitors. The screen mounts are rugged and adjustable and prevent the monitor from being removed and used as a weapon.

3. The Livescan devices shall be capable of capturing and producing NIST compliant type-2, type-4, type-10 records and type-15 records.



**IDEMIA I&S Response:****Comply.**

Our proposed Ruggedized LiveScans are capable of capturing and producing NIST compliant type-2, type-4, type-10 records and type-15 records. These record types include descriptors; fingerprint images; face and SMT images; and palm images, respectively. Our current Livescans are doing this in the field.

4. A full one-year warranty, including technical, hardware, and software maintenance (Livescan and Operating System software) support shall be included. Refer to section 6.

**IDEMIA I&S Response:****Comply.**

Our proposed solutions include a full one-year warranty, covering technical, hardware, and software maintenance (Livescan and Operating System software). **Table 2** below in our response to requirement #5 summarizes the maintenance services and support available during the one year warranty period.

5. An annual technical support/software maintenance plan covering the four years following the expiration of the warranty shall be submitted. The plan shall list the cost for each year of support and provide details about the level and types of service included. See Section 6.

**IDEMIA I&S Response:****Comply.**

**Table 2** summarizes the maintenance services and support available during the one-year warranty period and following warranty expiration during the maintenance period. Pricing is provided in **SECTION Nine** for four years of support. Items designated as Optional are not included in the stated pricing but may be separately quoted. Our two in-state Customer Support Engineers will ensure that the Ruggedized LiveScans, like the AFIS, are serviced quickly and efficiently.

**Table 2: Advantage Solution Support.**

Biometrics Support Features	Warranty Period	Post Warranty
Software Support M-F 8am-5pm Customer Local Time	Included in Warranty	Available for purchase
Unlimited Telephone Technical Support	√	√
Two Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√

Biometrics Support Features	Warranty Period	Post Warranty
Software Customer Alert Bulletins	√	√
Hardware Support-Onsite M-F 8am-5pm Customer Local Time	Included in Warranty	Available for purchase
On-Site Response	√	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Replacement Parts	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days / Week	Optional	Optional
One Hour Telephone Response	Optional	Optional
Hardware Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days / Week	Optional	Optional
Up to 4 Hours On-site Response	Optional	Optional

6. Once Microsoft or the State of Oklahoma no longer support the Operating System (OS), an optional OS upgrade plan and cost estimate shall be provided to customers upon request.

**IDEMIA I&S Response:**

**Comply.**

Upon request, we will provide OSBI with a quote for an optional OS upgrade plan.

7. The Livescan must include all LV Transaction workflows described in sections 4.0 through 4.8.

**IDEMIA I&S Response:**

**Comply.**

Our Ruggedized LiveScans are configured to perform the required transaction workflows, including:

1. LV Transaction (Criminal Adult)
2. LVJ Transaction (Criminal Juvenile)
3. LVA Transaction (Police Applicant)
4. LVCW Transaction (OSBI Handgun License)
5. LVN Transaction (Criminal Inquiry)
6. LVNR Transaction (Criminal Non-Reportable Offense)
7. LVC Transaction (Civilian Applicant)

We have currently proven and fully configured OSBI LV, LVJ, LVA, LVCW, LVN, and LVC workflows on our existing LiveScans deployed throughout Oklahoma.

#### **4.0 Livescan to State AFIS Workflow:**

The Livescan transaction (LV) flow shows the sequence of functions that will occur on a given installation. The list of data elements that must be captured and submitted during the booking process are included on the attached OSBI fingerprint, palm print, filing, and disposition forms. All data submitted to the OSBI following the booking process must match the stated fields and formats shown in the attachments. The OSBI criminal and applicant cards are standard and provided as attachments. The fields that make up the OSBI type-2 record and the corresponding field edits can be found in the OSBI standard NIST Type-2 record specification document, V4.03.


#### **IDEMIA I&S Response:**

##### **Comply.**

As the supplier of 36 Ruggedized LiveScans currently deployed across Oklahoma and the OSBI AFIS, we are the best qualified to ensure that the new Ruggedized LiveScans are fully compliant, easily integrated, and supported as part of your end-to-end solution. Our proposed Ruggedized LiveScans provide the following benefits:

- Include proven workflows and interfaces that are migrated to our latest TouchPrint Enterprise (TPE) Ruggedized LiveScan software.
- Capture true forensic-quality prints and high-quality mugshots that can be used in face matching systems.
- Can be adapted to suit future needs, such as the addition of iris capture or DNA barcode scanning.

As a current provider of LiveScans to Oklahoma, we understand your workflow sequences. We have identified those data elements that are captured and submitted during booking. We currently ensure data submitted to the OSBI after booking matches both fields and formats as shown.

Main Category ▾	Firm ▾	Product & Description ▾	 ▾	FAP ▾	Specification ▾	Certified ▾
Fingerprint Card Printers (Grey Scale)	IDEMIA Identity & Security France	Lexmark MS823 series laser printer with Idemia's fingerprint printing algorithm			Appendix F	3/10/2019

**Figure 10: Card Printer FBI Certification.**

**4.1.2 Remote Printing:** The Livescan devices shall be capable of printing fingerprint cards, palm print cards, mugshots and other OSBI forms –listed and shown in sections 8.0 through 8.9. The printing shall be accomplished utilizing a centralized print server that will handle all the required printing services that come from all the Livescan capture stations. The Livescan device shall be capable of submitting print jobs to a remote queue as designated.

#### **IDEMIA I&S Response:**

The proposed Ruggedized LiveScans are configured to print all the required cards and forms, including the:

- Oklahoma Criminal fingerprint card (front and back)
- Oklahoma palm print card (right and left palms)
- FBI Criminal fingerprint card (front and back)
- FBI Civilian fingerprint card (front)
- Oklahoma Filing report form
- Oklahoma Disposition reporting form
- Oklahoma Mugshot form
- OSBI Hit, No-Hit Response form

Our Ruggedized LiveScan user chooses the card or form from a list, as illustrated in **Figure 9** on the preceding page. Our Ruggedized LiveScan is configured to print to one or more network printers via the Microsoft Windows print server. Our currently deployed Ruggedized LiveScans include this functionality.

## **4.2 LV Transaction Profile**

The Livescan device must have the following profiles included:

1. LV Transaction (Criminal Adult)
2. LVJ Transaction (Criminal Juvenile)
3. LVA Transaction (Police Applicant)

4. LVCW Transaction (OSBI Handgun License)
5. LVN Transaction (Criminal Inquiry)
6. LVNR Transaction (Criminal Non-Reportable Offense)
7. LVC Transaction (Civilian Applicant)

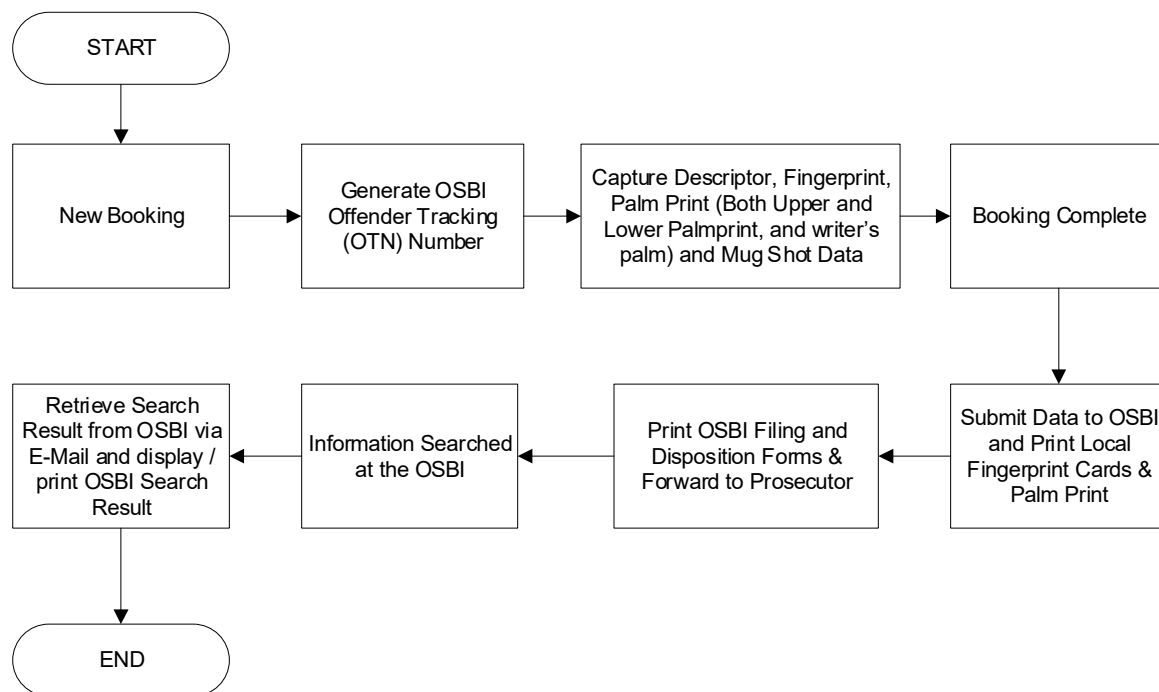
#### **IDEMIA I&S Response:**

##### **Comply.**

Our proposed Ruggedized LiveScan devices include the required transaction profiles, as described in the following sections. They have already been developed for the Ruggedized LiveScans currently in the state, and they are duplicated in the proposed Ruggedized LiveScan software environment. As mentioned previously, we have currently proven and fully configured OSBI LV, LVJ, LVA, LVCW, LVN, and LVC workflows on our existing LiveScans deployed throughout Oklahoma.

### **4.3 LV Transaction (Criminal Adult)**

LV transaction type will be used when booking a criminal over 18 years of age.



#### **LV Data Flow Narrative**

- As soon as the Livescan operator starts a new booking, the Livescan must generate a valid Offender Tracking Number (OTN) using the OSBI OTN check digit algorithm as described in Section 9.0.

#### IDEMIA I&S Response:

##### Comply.

At the start of each booking, the Livescan will auto-generate a unique Offender Tracking Number (OTN) using the OSBI OTN check digit algorithm. The OTN complies with the formatting requirements stated in Section 9.0 of the Livescan Specification Document.

- After the OTN number is generated, the descriptor, fingerprint, palm print, and mug shot (including scars, marks, and tattoos (SMT)) data will be captured. When capturing mug shot and SMT data, the first four photos shall be mug shot (full face frontal, left profile, right profile, and optional angled pose). **Fingerprint, palm print (including upper, lower, and writer's palm prints), and mug shot are required for all Criminal Transaction Submissions.**

#### IDEMIA I&S Response:

##### Comply.

After the OTN is auto-generated, the workflow continues to the next step, which is capturing descriptors (**Figure 11**). Depending on the field, the user may:

- Type the data for fields requiring unique data, such as a name
- Use a pull-down list for standard values and instance gender. For long lists the user can start typing, and then select from displayed values that include the specified characters. For example, by typing \*kem in the Agency Name field, choices for Kemp, Kemp City, and Okemah will be displayed, and the user can select the appropriate one.
- Choose a date from a pop-up calendar.

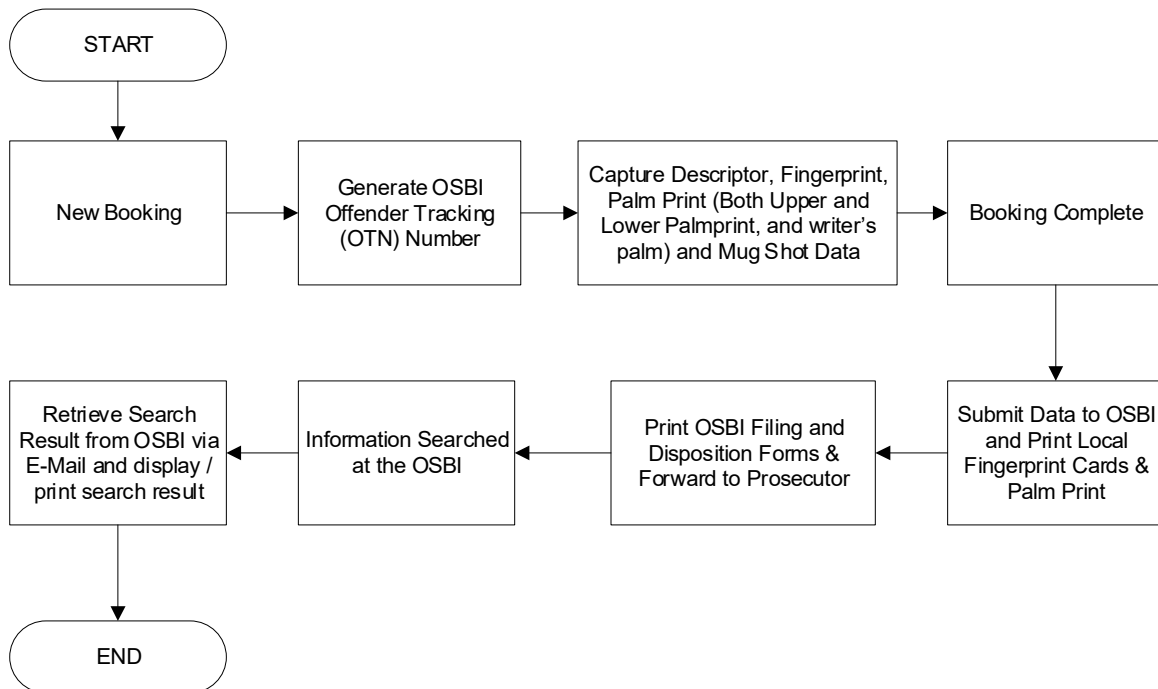
Some fields, such as the OTN and the Booking Number, are auto generated.

#### 4.4 LVJ Transaction (Criminal Juvenile)

LVJ transaction type will be used when booking a criminal under 18 years of age.

##### IDEMIA I&S Response:

Comply.



##### LVJ Data Flow Narrative

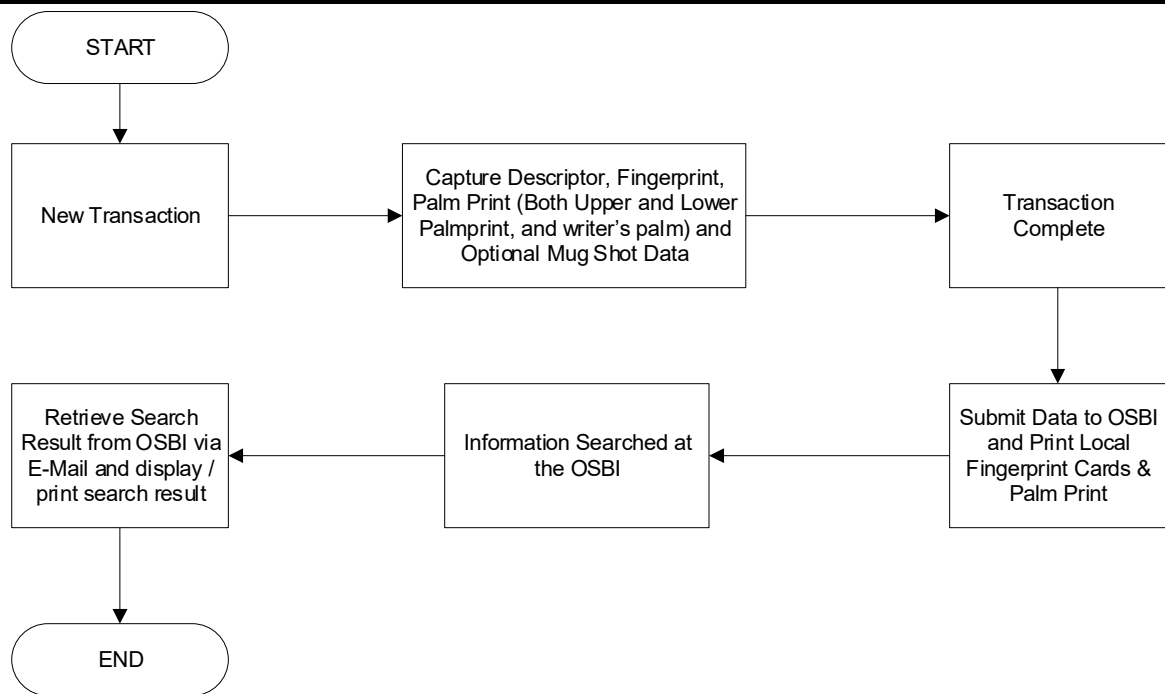
- As soon as the Livescan operator starts a new booking, the Livescan must generate a valid Offender Tracking Number (OTN) using the OSBI OTN check digit algorithm as described in Section 9.0

##### IDEMIA I&S Response:

Comply.

At the start of each booking, the Livescan Auto-generates a unique OTN using the OSBI OTN check digit algorithm as described in Section 9.0 of the Livescan Specification Document.

- After the OTN number is generated, the descriptor, fingerprint, palm print, and mug shot (including scars, marks, and tattoos (SMT)) data will be captured. When capturing mug shot and SMT data, the first four photos shall be mug shot



### LVA Data Flow Narrative

- Descriptor, fingerprint, palm print (including upper, lower, and writer's palm prints), and optional mug shot data will be captured at this point.

### IDEMIA I&S Response:

#### Comply.

At this point in the data flow, descriptor, fingerprint, palm print, and optional mug shot data is captured (**Figure 24**). Depending on the descriptor field, the user may:

- Type the data for fields requiring unique data, such as a name
- Use a pull-down list for standard values, and for instance gender. For long lists, the user can start typing and then select from displayed values that include the specified characters. For example, by typing \*kem in the Agency Name field, choices for Kemp, Kemp City, and Okemah will be displayed, and the user can select the appropriate one.
- Choose a date from a pop-up calendar

Some fields may be auto generated.



Although not requested, the Livescan also provides an option to display results of “Error” messages to handle ERRT message responses. The Livescan includes the ability to retrieve and print out the OSBI Hit, No-Hit Response Form.

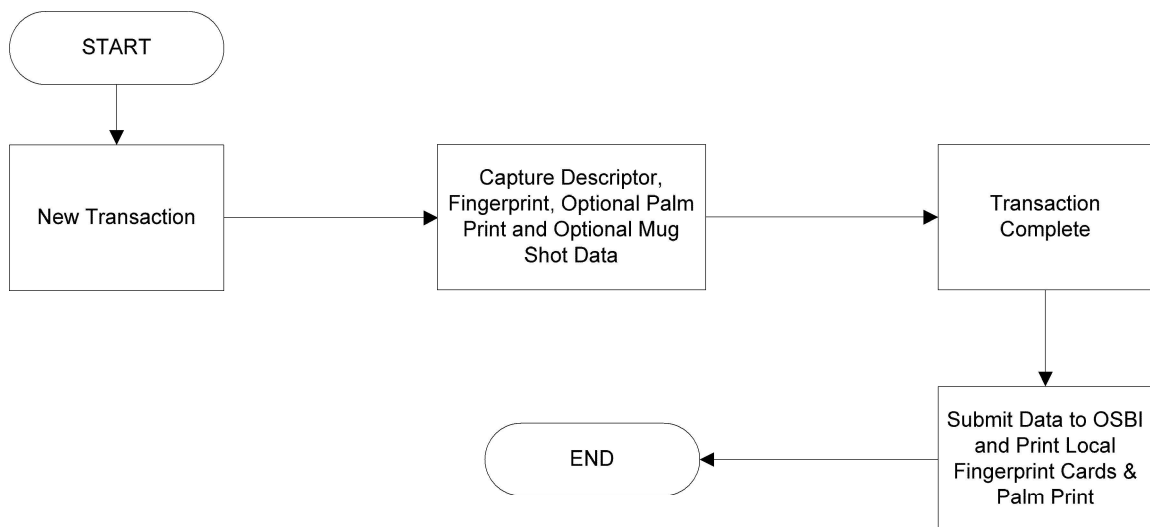
If the response indicates an error, the user has the ability to retrieve the record from storage, edit it, and resubmit it.

#### 4.5.1 LVCW Transaction (OSBI Handgun License/Concealed Weapon License)

LVCW transaction type will be used when processing OSBI Handgun License applicants.

This transaction will NOT need to have an OTN number.

Mug shot and palm print will be optional for this transaction type.



#### LVCW Data Flow Narrative

- Descriptor, fingerprint, optional palm print (including upper, lower, and writer's palm prints), and optional mug shot data will be captured at this point.

#### IDEMIA I&S Response:

**Comply.**

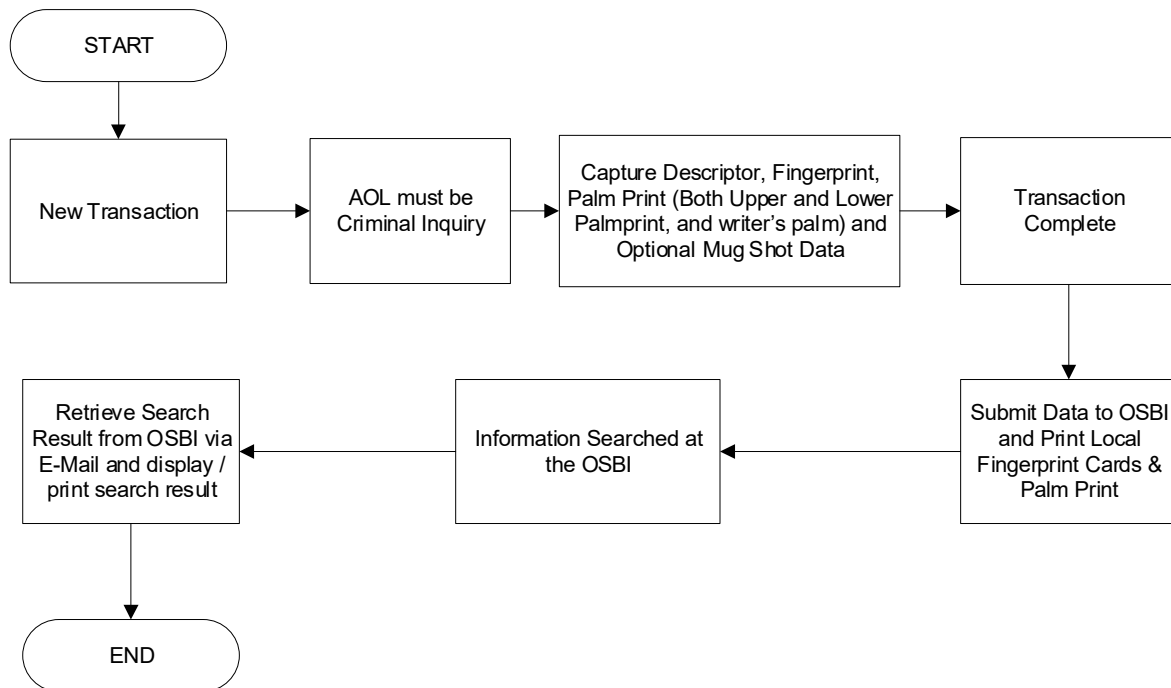
At this point in the data flow, descriptor, fingerprint, optional palm print, and optional mug shot data is captured, shown in **Figure 29**. Depending on the descriptor field, the user may:

- Type the data for fields requiring unique data, such as a name

## 4.6 LVN Transaction (Criminal Inquiry)

LVN transaction type will be used when processing Criminal Inquiry.

**This transaction will NOT need to have the OTN number.**



### LVN Data Flow Narrative

The AOL (Arrest Offense Literal) must be = **Criminal Inquiry**

Descriptor, fingerprint, palm print (including upper, lower, and writer's palm prints), and optional mug shot data will be captured at this point.

### IDEMIA I&S Response:

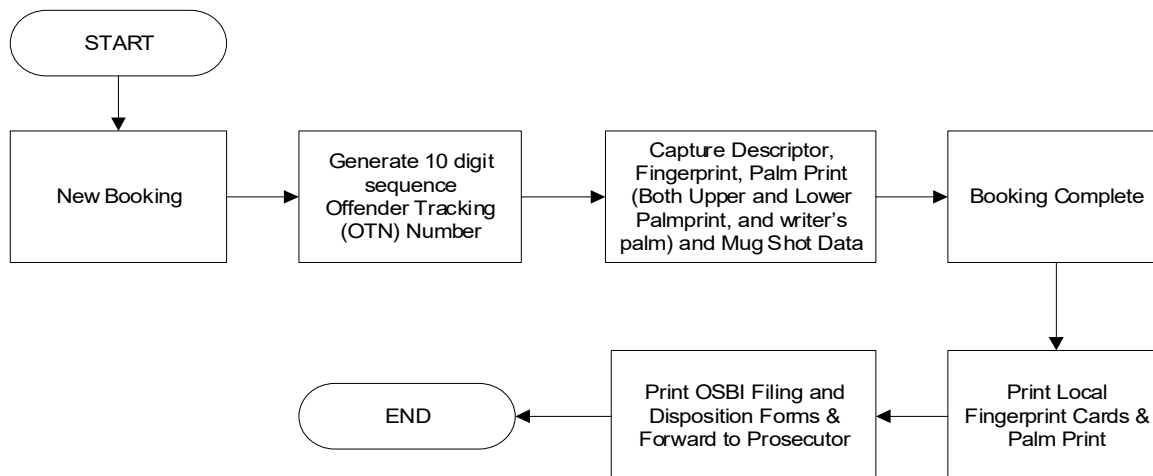
#### Comply.

At this point in the data flow, descriptor, fingerprint, palm print, and optional mug shot data is captured (**Figure 33**). Depending on the field, the user may:

- Type the data for fields requiring unique data, such as a name
- Use a pull-down list for standard values, and for instance gender. For long lists, the user can start typing and then select from displayed values that include the specified characters. For example, by typing \*kem in the Agency Name field, choices for Kemp, Kemp City, and Okemah will be displayed, and the user can select the appropriate one.
- Choose a date from a pop-up calendar

Some fields maybe auto generated.

- This transaction will use a regular sequence 10 digit number OTN (such as 0123456789).
- This transaction WILL NOT BE SENT to OSBI at the end of the booking process.



### LVNR Data Flow Narrative

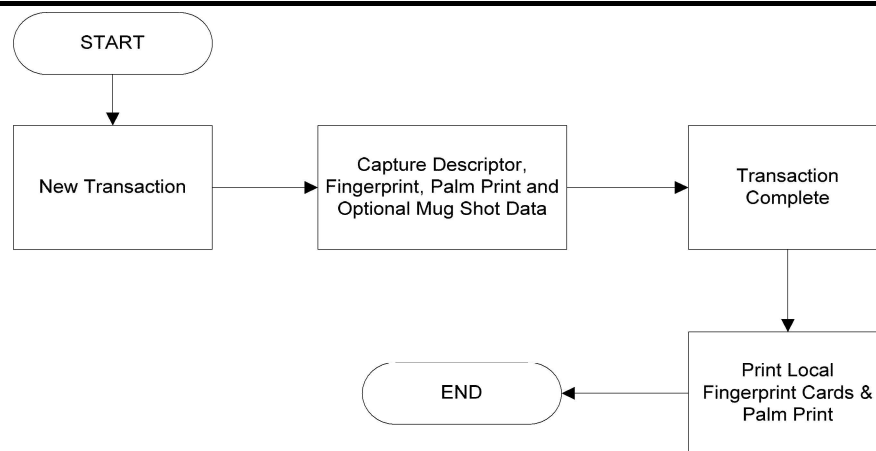
- As soon as the Livescan operator starts a new booking, the Livescan must generate a valid Offender Tracking Number (OTN) using the regular sequence 10 digit number such as 0123456789.
- After the OTN number is generated, the descriptor, fingerprint, palm print, and mug shot (including scars, marks, and tattoo (SMT)) data will be captured. When collecting mug shot and SMT data, the first four photos shall be mug shot (full face frontal, left profile, right profile, and optional angled pose). **Fingerprint, palm prints (including upper, lower, and writer's palm prints), and mug shot are required for all Criminal Non-reportable Offense Transactions.**

### IDEMIA I&S Response:

#### Comply.

At this point in the data flow, descriptor, fingerprint, palm print, and optional mug shot data will be captured, as shown in **Figure 38**. Depending on the field, the user may:

- Type the data for fields requiring unique data, such as a name
- Use a pull-down list for standard values, and for instance gender. For long lists, the user can start typing, and then select from displayed values that include the specified characters. For



### LVC Data Flow Narrative

- After the transaction is generated the descriptor, fingerprint, palm print, and mug shot data will be captured. **Fingerprint data is required for all Civilian Transaction Submissions. Palm print and mug shot data are optional.**

#### IDEMIA I&S Response:

##### Comply.

At this point in the data flow, descriptor, fingerprint, palm print, and optional mug shot data will be captured, as illustrated in **Figure 43**. Depending on the field, the user may:

- Type the data for fields requiring unique data, such as a name
- Use a pull-down list for standard values, and for instance gender. For long lists, the user can start typing, and then select from displayed values that include the specified characters. For example, by typing \*kem in the Agency Name field, choices for Kemp, Kemp City, and Okemah will be displayed, and the user can select the appropriate one.
- Choose a date from a pop-up calendar

Some fields, such as Booking Number, are auto generated.

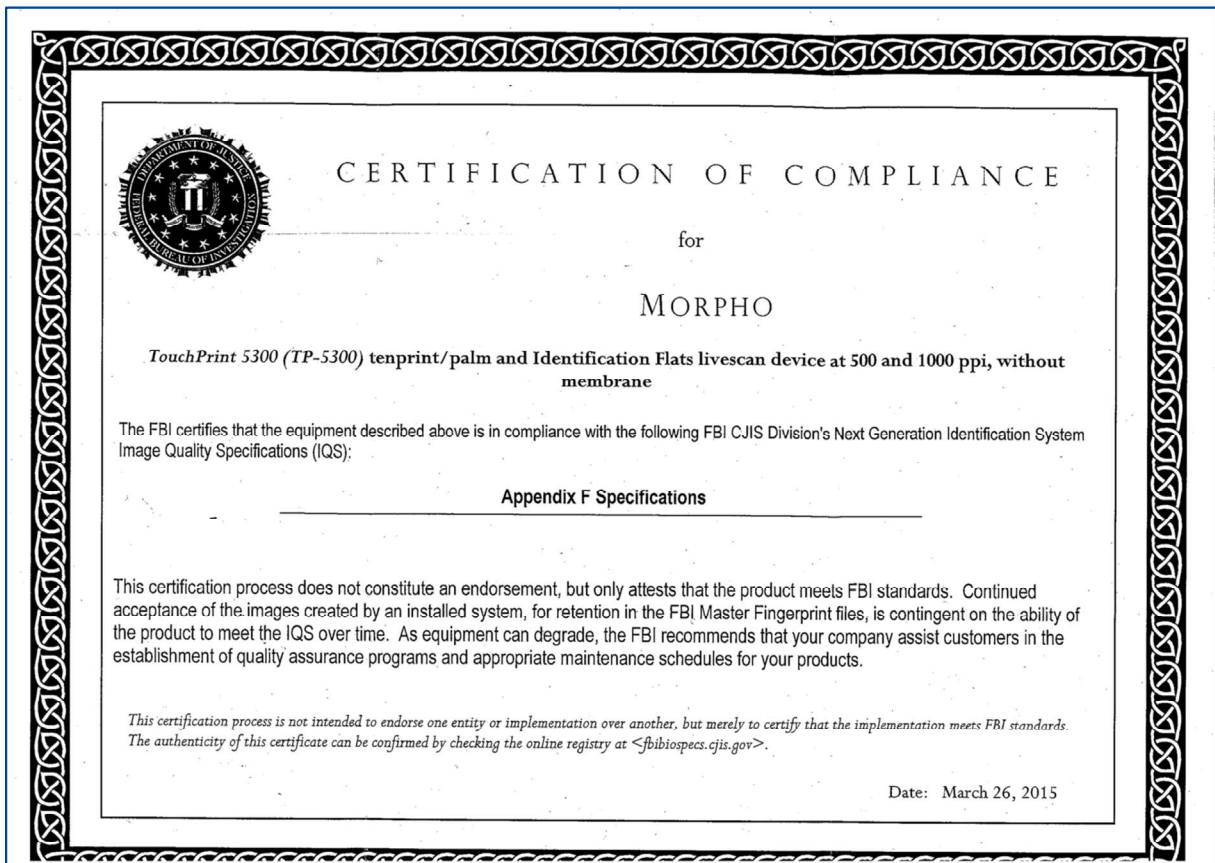
## 5.0 Minimum Technical Requirements

- 5.1** The Livescan system shall be certified by the FBI as tested and in compliance with the FBI's Next Generation Identification (NGI) Image Quality Specifications (IQS) listed in Appendix F of the Electronic Biometric Transmission Specification (EBTS) Version 10.0.

### IDEMIA I&S Response:

#### Comply.

The proposed Livescans include our TP5300 scanners, which are FBI/IQS Appendix F certified for capturing prints at either 500 or 1000 ppi. A copy of the certification certificate is provided as Figure 47 and it can be validated at <https://www.fbibiospecs.cjis.gov/Certifications>.



**Figure 47: The TouchPrint™ 5300A (TP5300) Scanner's FBI/IQS Certification.**

**5.2** The Livescan shall be capable of performing FBI certified WSQ 15:1 compression.

**IDEMIA I&S Response:**

**Comply.**

We have deployed thousands of the TP5300 scanners that submit prints according to FBI WSQ 15:1 compression guidelines, including the 36 in service in Oklahoma.

**5.3** Image transmission must comply with the ANSI/NIST-ITL 1-2011 standard. Type-1, Type-2, Type-4, Type-10 and Type-15 are required for a tenprint transaction.

**IDEMIA I&S Response:**

**Comply.**

Our Ruggedized LiveScans adhere to ANSI/NIST – ITL 1-2011 image transmission standards, and they will submit compliant images for:

- Type-1 header information
- Type-2 descriptors
- Type-4 fingerprint images
- Type-10 face and SMT images
- Type-15 palm images

**5.4** In order to communicate, the Livescan will use redundant Fast Ethernet cards (100Mb/s) using TCP/IP protocol with NFS capability.

**IDEMIA I&S Response:**

**Comply.**

The Livescans will be configured with redundant Fast Ethernet cards (100Mb/s) and will use TCP/IP protocol to communicate using Network File Server (NFS) capability. Using Ethernet is standard functionality for our Livescans.


**5.5** The networkable printer shall contain two card trays, print double-sided, and be FBI certified.

**IDEMIA I&S Response:**

**Comply.**

The networkable printer contains two card trays, prints double-sided, and is FBI/IQS (Appendix F) certified (**Figure 48**).

The proposed printer is a Lexmark MS823DN with two trays. You can verify certification at <https://fbibiospecs.fbi.gov/certifications-1/cpl>

Main Category ▾	Firm ▾	Product & Description ▾	 ▾	FAP ▾	Specification ▾	Certified ▾
Fingerprint Card Printers (Grey Scale)	IDEMIA Identity & Security France	<b>Lexmark MS823 series laser printer</b> with Idemia's fingerprint printing algorithm			Appendix F	3/10/2019

**Figure 48: Card Printer FBI Certification.**

- 5.6** The Livescan shall be able to assign/set a prefix of at least four characters in front of the Livescan transaction control number such as OCPD20010101.

**IDEMIA I&S Response:**

**Comply.**

Our Livescans will be configured to assign or set a prefix of at least four characters at the beginning of the Livescan transaction control number.

- 5.7** The Livescan shall be able to **maintain unique Livescan transaction control numbers** (TCNs) that are date and time stamped, in addition to the booking number that is provided by the law enforcement agency's local booking process.

**IDEMIA I&S Response:**

**Comply.**

Our Ruggedized LiveScan is capable of generating and maintaining unique booking sequence numbers that are date and time stamped in addition to the booking number that is provided by the law enforcement agency's local booking process. When a new case is created, the software automatically generates the unique booking number and places it in the correct entry location so that no entry is required for that field.

- 5.8** The Livescan shall be able to communicate with any agency Jail/Record Management System to import inmate descriptor data into the Livescan. Known jail record management systems currently in use in Oklahoma are listed in section 10. It will be the responsibility of each agency purchasing a Livescan to provide record management system specifications to the successful supplier(s).

**IDEMIA I&S Response:**

**Comply.**

Our proposed Ruggedized LiveScans will be able to interface with Jail Management Systems (JMSs); however, because JMS interfaces are not standardized, an Interface Control Document (ICD) must be provided or developed to define the JMS – Ruggedized LiveScan interface. There is an additional fee for adding a JMS interface. The fee is based upon the effort required.

We have provided and support more than 8,300 Ruggedized LiveScans currently in service in the U.S. Most of these were sold to government agencies that submit transactions to a state AFIS for search, and many include interfaces to JMSs.

- 5.9** In order to have a single capture point, the Livescan shall be able to extract minutiae from captured fingerprints and palm prints and then perform slap to roll comparisons to ensure the correct placement of right and left hands and check for duplicate fingers.

#### **IDEMIA I&S Response:**

##### **Comply.**

Our Ruggedized LiveScans extract minutiae from fingerprints and palm prints and include AFIS-level algorithms that perform the following quality checks:

- Evaluating the slaps (flat impressions) to confirm that the right hand and the left hand are captured in the correct order.
- Comparing the rolled fingerprints (as they are captured) with flat impressions, to verify that the rolled fingers are captured in the correct order.
- Comparing the fingerprints of the upper palm against the slap and rolled prints to ensure the upper palms are captured in the correct order.
- Comparing the interdigital area between the lower palms with the upper palms to ensure they are captured in the correct order.

If there is a sequence error, a message is displayed to alert the Livescan operator; the workflow will not continue until the error is corrected, as shown in Figure 49. In this example, the right ring finger was rolled in the left ring position: the error is detected by comparison with the 4-FP slaps. A popup opens suggesting a move/save of the image to its appropriate position.



**5.12** The Livescan device shall be configured to use Offender Tracking Numbers (OTNs) assigned for each Livescan by the OSBI. The Livescan software shall use the OTN numbers and validate the check digit with every arrest using the algorithm provided by the OSBI. See section 9.0.

**IDEMIA I&S Response:**

**Comply.**

IDEMIA will configure the Livescan software to use the Offender Tracking Numbers (OTN) assigned for each Livescan by OSBI and will perform check digit validation using the algorithms provided by OSBI in section 9.0.

**5.13** The Livescan device shall be able to support 6 different card and form types:

1. Oklahoma State Criminal
2. Oklahoma State Palm Print
3. Oklahoma State Filing Report Form
4. Oklahoma State Disposition Report Form
5. Mugshot Photo Form
6. OSBI Hit, No-Hit Response Form

**IDEMIA I&S Response:**

**Comply.**

Our Ruggedized LiveScans support the creation, transmission, and printing of the four different card types specified as well as four different forms:

- Oklahoma Criminal fingerprint card (front and back)
- Oklahoma palm print card (right and left palms)
- FBI Criminal fingerprint card (front and back)
- FBI Civilian fingerprint card (front)
- Oklahoma Filing report form
- Oklahoma Disposition reporting form
- Oklahoma Mugshot form

These formats are all supported on the current Livescan configuration, and they will all be supported on the new configurations being proposed. **Figure 50** illustrates a sample Print Layout dialog box for printing cards. The system can also be configured to automatically print a card related to a specific workflow.

- 5.17** The Livescan device shall be able to store at least 4,000 compressed bookings / transactions in case of network problems.

**IDEMIA I&S Response:**

**Partially Comply.**

Our proposed Ruggedized LiveScans will include PCs able to store at least 2,000 compressed bookings/transactions in case of network problems. If the storage becomes full, transactions are deleted on a first-in, first-out (FIFO) basis.

- 5.18** The Livescan shall be configured with an email transport service that is able to receive secure email communication from the state AFIS. The software shall be able to present the message that comes from the state AFIS on a modal screen that requires acknowledgment from the operator. The software shall log the acknowledgement in the daily log file stored on the Livescan mirrored disk with a full date and time stamp.

**IDEMIA I&S Response:**

**Partially Comply.**

Our proposed Ruggedized LiveScan supports modal screens that pop up if messages are received. These messages can be viewed in the Case Management screen. By default, logs are stored on the Solid State Drive (SSD).

- 5.19** The Livescan device shall be able to support the installation of software VPN such as Juniper Software VPN. This software VPN can be used to establish a connection from the Livescan device to state AFIS.

**IDEMIA I&S Response:**

**Comply.**

Our proposed Livescans will be able to support software VPN such as Juniper Software VPN to be installed on the Livescan device. This software will be used to establish a VPN connection from the Livescan device to State AFIS.

- 5.20** If the connection to the state AFIS goes down, the Livescan device shall be able to resubmit the transactions once the connection to state AFIS has been re-established.

**IDEMIA I&S Response:**

**Comply.**

If the connection to state AFIS goes down, our Ruggedized LiveScans are able to resubmit the transactions once the connection to state AFIS has been established.

**5.26**The minimum capture and print size for rolled prints is (1.6" x 1.5").

**IDEMIA I&S Response:**

**Comply.**

Our Ruggedized LiveScans capture high-quality, NIST-compliant rolled images that meet or exceed the minimum size.

**5.27**The minimum capture and print size for slaps is (1.9" x 3.2").

**IDEMIA I&S Response:**

**Comply.**

Our Ruggedized LiveScans capture high-quality, NIST-compliant slap images that meet or exceed the minimum size.

**5.28**The maximum capture and print size for palm prints is (5.5" x 8") and writer's palm is (1.75" x 5").

**IDEMIA I&S Response:**

**Comply.**

Our Ruggedized LiveScans capture high-quality, NIST-compliant upper, lower, and writer's palm images that do not exceed the maximum size.

**5.29**The Livescan must be able to capture upper, lower, and writer's palm prints.

**IDEMIA I&S Response:**

**Comply.**

Our Ruggedized LiveScans capture high-quality, NIST-compliant upper, lower, and writer's palm images that do not exceed the maximum size.

**5.30**The Livescan mug shot capture must meet the OSBI Mug Shot Interface Specifications Document Version 4.0. Mug shot resolution should be between 600 and 1000 ppi.

**IDEMIA I&S Response:**

**Comply.**

Our Ruggedized LiveScan mugshot capture meets the OSBI Mugshot Interface Specifications Document Version 4.0, which the OSBI– ISD provided as an attachment to Solicitation 0900000542.