



State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division

Sole Source or Sole Brand  
Acquisition Certification  
74 O.S. § 85.45

Signature on file

type 4

Acquisition Type (check one):  Sole Source  Sole Brand

State Agency: DEPT OF CORRECTIONS

Supplier Name: CROSS MATCH TECHNOLOGIES INC.

Supplier Address: 3950 RCA BLVD - SUITE 5001; PALM BEACH, FL 33410-4227

Supplier Telephone: (561) 624-5385

Supplier E-mail: walter.lopez@crossmatch.com

I hereby affirm that pursuant to the provisions of the attached requisition or contract that (name of supplier) CROSS MATCH TECHNOLOGIES INC. is the only person or business entity singularly qualified to provide the acquisition, and if a product is the only brand or product which is unique, for the following reasons:

As the developer and manufacturer of the Cross Match 10-Print Live Scan Systems and Single Finger CaptureNone Units (Guardian, 500P, 1000 P, Verifier Series) Cross Match Technologies, Inc. is the sole vendor authorized to provide warranty and maintenance services.

The following is a brief description of all efforts which were made to verify that the services or products to be purchased pursuant to the provisions of the attached requisition or contract qualify as a sole source or sole brand acquisition:

None as Cross Match Technologies is the sole source vendor.

I understand that the signing of this certification knowing such information to be false may subject me to punishment for perjury. Signature on file

Chief Administrative Officer Signature

ROBERT PATTON

Chief Administrative Officer Name (PRINT)

Date

3/20/15

Additional Signatures for Requisitioning Agency, if necessary:

Signature on file 3/19/15

Business Svs Coordinator -- Signature & Date

Signature & Date



Mar. 13, 2015

Oklahoma Department of Corrections  
Division of Community Corrections 3700 N Classen Blvd. Suite 110  
Oklahoma City OK 73118 United States

To whom it may concern:

As the developer and manufacturer of the Cross Match 10-Print Live Scan Systems and Single Finger Capture Units (Guardian, 500P, 1000 P, Verifier Series) we are the sole vendor authorized to provide warranty and maintenance services.

Due to the sensitivity of accuracy and maintaining compliance with strict FBI image quality requirements, we provide depot repair only on all our forensic products. There are no third party providers of internal optics service. We provide strict compliance to the highest standards.

We certainly appreciate your continued confidence in choosing Cross Match Technologies as your Live-Scan system and we will always show our responsiveness to your needs.

Sincerely,

*Walter Lopez*

Walter Lopez  
Account and Maintenance Manager  
Warranty and Maintenance Contract Desk

**Cross Match Technologies, Inc.**

3960 RCA Boulevard, Suite 6001, Palm Beach Gardens, Florida 33410  
Tel. (561) 622 1650 - Fax (561) 622 9938  
Internet: [www.crossmatch.com](http://www.crossmatch.com) - E-mail: [sales@crossmatch.com](mailto:sales@crossmatch.com)

# MAINTENANCE CONTRACT QUOTATION

**Party Number :** 101810  
**Customer Name :** Oklahoma Department of Corrections  
**Contract Number :** 021502

**Date:** Mar 6, 2015

**Quote To:**

**Lisa Burlingame**  
**Oklahoma Department of Corrections**  
 Division of Community Corrections,  
 Oklahoma City, OK- 73118  
 918 - 625-3431  
 lisa.burlingame@doc.state.ok.us

**Billing Address:**

**Customer: Oklahoma Department of Corrections**  
**Address 1:** Division of Community Corrections,  
**Address 2:** 3700 N Classen Blvd. Suite 110  
**City, State, ZIP :** Oklahoma City, OK - 73118

**Proposed Contract Information**

Line Number	Item No.	Description	Start Date	End Date	Tax	Amount
1	930160-12	CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR, HW, 500P, DEVICE ONLY, DOMESTIC. In Accordance with Attached Maintenance Plan	Apr 1, 2015	Mar 31, 2016	0.00	11,741.67 GS-35F-0199R

**Type of Equipment**

Line Number	Description
1	BUNDLED ASSEMBLY, 500P WITH LSMS ON LAPTOP
2	BUNDLED ASSEMBLY, 500P WITH LSMS ON DESKTOP
3	BUNDLED ASSEMBLY, 500P WITH LSMS ON LAPTOP
4	BUNDLED ASSEMBLY, 500P WITH LSMS ON LAPTOP
5	BUNDLED ASSEMBLY, 500P WITH LSMS ON LAPTOP
6	BUNDLED ASSEMBLY, 500P WITH LSMS ON LAPTOP
7	BUNDLED ASSEMBLY, 500P WITH LSMS ON LAPTOP
8	BUNDLED ASSEMBLY, 500P WITH LSMS ON LAPTOP
9	BUNDLED ASSEMBLY, 500P WITH LSMS ON DESKTOP

**Proposed Contract Information**

Line Number	Item No.	Description	Start Date	End Date	Tax	Amount
2	950083-12	CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR, STANDARD CMT SW, LSMS. In Accordance with Attached Maintenance Plan	Apr 1, 2015	Mar 31, 2016	0.00	2,720.30 GS-35F-0199R

**Type of Equipment**

Line Number	Description
1	BUNDLED ASSEMBLY, 500P WITH LSMS ON LAPTOP
2	BUNDLED ASSEMBLY, 500P WITH LSMS ON DESKTOP
3	BUNDLED ASSEMBLY, 500P WITH LSMS ON LAPTOP
4	BUNDLED ASSEMBLY, 500P WITH LSMS ON LAPTOP
5	BUNDLED ASSEMBLY, 500P WITH LSMS ON LAPTOP
6	BUNDLED ASSEMBLY, 500P WITH LSMS ON LAPTOP
7	BUNDLED ASSEMBLY, 500P WITH LSMS ON LAPTOP
8	BUNDLED ASSEMBLY, 500P WITH LSMS ON LAPTOP
9	BUNDLED ASSEMBLY, 500P WITH LSMS ON DESKTOP
10	BUNDLED ASSEMBLY, 500P WITH LSMS ON DESKTOP

**Proposed Contract Information**

Line Number	Item No.	Description	Start Date	End Date	Tax	Amount
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4	930158-12	CMT ADVANTAGE MAINT,SUBSEQUENT 1 YR HW, ALL SYSTEM PERIPHERALS INTEGRATED AND PROVIDED BY CMT, DOMESTIC. In Accordance with Attached Maintenance Plan	Apr 1, 2015	Mar 31, 2016	0.00	2,720.30	GS-35F-0199R
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Type of Equipment	
Line Number	Description
1	BUNDLED ASSEMBLY, 500P WITH LSMS ON LAPTOP
2	BUNDLED ASSEMBLY, 500P WITH LSMS ON DESKTOP
3	BUNDLED ASSEMBLY, 500P WITH LSMS ON LAPTOP
4	BUNDLED ASSEMBLY, 500P WITH LSMS ON LAPTOP
5	BUNDLED ASSEMBLY, 500P WITH LSMS ON LAPTOP
6	BUNDLED ASSEMBLY, 500P WITH LSMS ON LAPTOP
7	BUNDLED ASSEMBLY, 500P WITH LSMS ON LAPTOP
8	BUNDLED ASSEMBLY, 500P WITH LSMS ON LAPTOP
9	BUNDLED ASSEMBLY, 500P WITH LSMS ON DESKTOP
10	BUNDLED ASSEMBLY, 500P WITH LSMS ON DESKTOP

Contract Amount	\$17,182.27

If tax exempt, please supply copy of current tax exempt certificate. Cross Match will automatically charge tax on your invoice unless you supply copy of current tax exempt certificate with your order.

To renew your maintenance contract, fax signed copy of Quote or Purchase Order which references the Quote Number in the Body of the Purchase Order by date of expiration to Fax Number (561) 828-7717.

If not renewing, check this box and return by fax.

**Contract Renewal Offered by:**

Walter Lopez  
Maintenance Contracts Administrator  
Phone: 561-624-5385  
Email: [walter.lopez@crossmatch.com](mailto:walter.lopez@crossmatch.com)  
Date : Mar 6, 2015

Contract Accepted by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Customer Name : Oklahoma Department of Corrections

Scanner Serial Number(s) Confirmation:  
\_\_\_\_\_

Customer Notes /Comments (Please use the space below to update address and contact information.)

**CMT ADVANTAGE  
EQUIPMENT MAINTENANCE PLAN**

**Equipment Eligibility:** The contract period for the Maintenance Plan commences after the Limited Warranty or First Year Maintenance Plan ends. Equipment is eligible for a Maintenance Plan provided that the warranty has not expired. Any such Equipment deemed ineligible by reason of not being covered by a current warranty is subject to a technical audit conducted by Cross Match prior to the Equipment being eligible for a Maintenance Plan. This audit may be conducted on-site or through a remote data connection to the Equipment. If the result of the audit indicates the Equipment is ineligible for Maintenance, Cross Match will indicate what changes to the Equipment are required to make the Equipment eligible. The audit and any required changes to the Equipment are a billable service at the hourly and material rates in effect at the time the service is ordered. This Maintenance Plan shall not apply to any software, purchaser-furnished equipment or software, third party software or End-User-furnished equipment.

**Fees and Charges:** The prices for the Maintenance Plan can be found in the Cross Match Price List in effect at the time the plan is purchased. Services requested by Purchaser and delivered by Cross Match that are outside the scope of the Maintenance Plan are billable to Purchaser at Cross Match's hourly and material prices in effect at the time of service.

**Technical Support:** This Maintenance Plan provides Purchaser with post-warranty remedies for Equipment defects. To obtain service under this Maintenance Plan, Purchaser must contact the Cross Match Customer Care Center. Purchasers may report any defects in the Equipment by contacting Cross Match's Customer Care Center twenty-four (24) hours a day, seven days per week, excluding national holidays. Once the defect is verified by Customer Care Center, Cross Match will ship replacement equipment no later than the next business day to locations in the United States. CrossMatch will also facilitate the return of the defective equipment. With certain equipment, the Purchaser may be required to transmit to Cross Match certain electronic files so that the replacement unit can be preconfigured prior to shipment. The Purchaser must pack the defective unit and make it available to Cross Match's common carrier agent at the time of scheduled pick up. Not doing so may result in extra charges to the Purchaser. Purchaser is responsible for removing all Purchaser data and/or personally identifiable information from any equipment prior to shipping the defective unit to Cross Match. All data and or personally identifiable information on any Cross Match Equipment or parts thereof, in either case, replaced repaired by Cross Match will be erased by Cross Match in a manner so as to be unrecoverable.

**THE FOREGOING CONSTITUTES YOUR SOLE AND EXCLUSIVE REMEDY AND CROSS MATCH'S SOLE AND EXCLUSIVE LIABILITY IN CONNECTION WITH YOUR CROSS MATCH EQUIPMENT, AND IS IN LIEU OF ANY AND ALL OTHER REMEDIES WHICH MAY BE AVAILABLE TO YOU.**

**Exclusions:** Cross Match shall incur no liability under this Maintenance Plan and is voidable by Cross Match if in Cross Match's sole reasonable opinion: (a) the Equipment is used other than under normal use and under proper environmental and/or electrical conditions, as specified in the Equipment manual; (b) the Equipment is not maintained as specified in the manual; (c) the Equipment is subject to abuse, misuse, neglect, accident, flooding, storm, lightning, power surges, dirty power, third-party errors or omissions, or acts of God; (d) the Equipment is modified or altered (unless expressly authorized in writing by Cross Match); (e) the Equipment is installed or used in combination or in assembly with Equipment not supplied or authorized by Cross Match; (f) there is a failure to follow specific restrictions or operating instructions; or (g) payment for the Equipment has not been timely made.

The Maintenance Plan does not cover nondurable consumable items including, but not limited to, batteries, paper, silicone membranes, cleaning solution, towels, printer cartridges and cables. Replacement supplies of these items may be ordered by contacting Cross Match Sales at 866-725-3926. The Maintenance Plan covers third party peripheral equipment (such as laptops and printers) that was provided by Cross Match.

Cross Match's obligations hereunder are contingent upon your providing the Equipment serial number as proof-of-purchase, and upon Cross Match's determination that the suspected malfunction is actually due to defects in material or workmanship.

**THIS MAINTENANCE PLAN IS NOT TRANSFERABLE OR ASSIGNABLE TO ANY THIRD PARTY AND SHALL BE FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ORIGINAL PURCHASER OF THE EQUIPMENT COVERED HEREUNDER; ANY ATTEMPTED TRANSFER OR ASSIGNMENT HEREOF SHALL BE VOID AB INITIO.**

Cross Match reserves the right to improve/modify Equipment at any time, at its sole discretion, as it deems necessary. The purchase of this Maintenance Plan is a final sale; it is neither returnable nor refundable.

## CMT ADVANTAGE

### SOFTWARE MAINTENANCE PLAN

**1. SCOPE OF COVERAGE.** Upon payment of applicable fees, Cross Match will provide maintenance services pursuant to this plan ("Maintenance Plan") for a period of twelve (12) months.

**2. MAINTENANCE SERVICES.** Subject to the terms of this Exhibit and Company's payment of all Maintenance fees Cross Match will provide the following:

**2.1. Maintenance.** Cross Match will use commercially reasonable efforts to acknowledge and address reported and reproducible material defects in the Software which prevent the Software from performing substantially in accordance with the Documentation (each a "defect or issue.") Cross Match will receive Company reported defects or issues 24 hours a day, 7 days a week and acknowledge any such reported defect or issue within two (2) hours and use best efforts to address and remedy such defect or issue. At no additional cost to Company, Cross Match will deliver to Company, as made commercially available by Cross Match, bug fixes, maintenance updates and Major Releases for the Software ("Updates"), which will thereafter be considered "Software." As used herein, a "Major Release" is any version of the Software that in Cross Match's sole determination provides substantial new features, additional functionality, or makes use of different architecture. At its expense and as deemed appropriate by Cross Match in its sole discretion, Cross Match will furnish Company with revised Documentation (including release notes identifying each change) with each Update.

**2.2 Resolution.** Except as otherwise expressly set forth herein, Cross Match will use commercially reasonable efforts to resolve each reported defect or issue with the Software by providing either: (i) a reasonable work around, which may consist of specific administrative steps or alternative programming calls; (ii) an object code patch to the Software; or (iii) a specific action plan regarding how Cross Match intends to address the reported defect or issue and an estimate on how long it may take to remedy or work around the error or issue. Company acknowledges that in order to perform Maintenance, Cross Match may require access to and a copy of code in Company's possession (or that of Company's system integrator or consultants) relating to the Software or which may impact the performance of the Software. Company agrees to provide access, assistance and information to Cross Match as required to resolve defects or issues with the Software.

**2.3 Other Defects and Issues.** If Company reports a defect or issue with the Software that is scheduled by Cross Match to be addressed in a later Update, Cross Match may address such defect or issue in such Update. Company agrees to pay Cross Match at Cross Match's standard rates for all effort expended towards resolution of any defect or issue which is later determined to result from any cause other than an error or issue in the Software.

### **3. SUPPORT LINES.**

**3.1 First Line Support.** Company shall establish and maintain the organization and processes to provide first line support directly to any of Company's customers and/or end users. Cross Match shall have no obligation to provide any first line support to Company's customers and/or end users. First line support shall include: (a) a direct response to Company's customers and/or end users with respect to problems or inquiries concerning the performance, functionality or operation of the Software; (b) a diagnosis of problems or performance deficiencies in the Software; and (c) a resolution of problems or performance deficiencies in the Software.

**3.2 Second Line Support.** Cross Match shall maintain the organization and processes necessary to provide second line support for the Software to Company. Such second line support shall be provided to Company only if, after reasonable commercial effort, Company is unable to diagnose and/or resolve problems or performance deficiencies in the Software. Second line support will be provided to designated and trained representatives of Company. Cross Match shall have no obligation to provide second line support directly to any of Company's customers and/or end users. In order to assist Cross Match in providing such second line support, Company will provide Cross Match with the ability to access Company's computer platforms which utilize the Software (including but not limited to access to configuration information and error logs) and provide assistance to Cross Match in order to facilitate Cross Match's use of remote administration tools relating to the Software. Second line support will be provided primarily through web-based support services and through telephone support in English utilizing VOIP or direct dial voice connections toll free in the United States and Canada at (866)276-7761, internationally at +1-561-622-9210 or by email at [CMCC@crossmatch.com](mailto:CMCC@crossmatch.com).

### **4. WARRANTY.**

**4.1 Limited Warranty.** Cross Match represents and warrants that the Maintenance provided hereunder shall be provided in a professional and workmanlike manner; provided, however, that Company's sole and exclusive remedy and Cross Match's sole and exclusive obligation for a breach of the foregoing warranty shall be for Cross Match to re-perform such Maintenance in accordance with the foregoing warranty.

**4.2 Warranty Disclaimer.** EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 4.1, ALL DELIVERABLES AND SERVICES PROVIDED BY CROSS MATCH PURSUANT TO THIS MAINTENANCE EXHIBIT ARE PROVIDED "AS IS," AND CROSS MATCH AND ITS SUPPLIERS HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CROSS MATCH AND ITS SUPPLIERS DO NOT WARRANT OR REPRESENT THAT THE SOFTWARE OR MAINTENANCE WILL BE FREE FROM BUGS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR MAKE ANY OTHER REPRESENTATION REGARDING THE USE, OR THE RESULTS OF THE MAINTENANCE OR THE USE OF THE SOFTWARE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. COMPANY ACKNOWLEDGES THAT CROSS MATCH IS NOT RESPONSIBLE FOR AND WILL HAVE NO LIABILITY FOR HARDWARE, SOFTWARE OR OTHER ITEMS OR ANY SERVICES PROVIDED BY ANY PERSON OR ENTITY OTHER THAN CROSS MATCH, INCLUDING ITEMS SUPPLIED OR SERVICES PERFORMED BY COMPANY.

**5. SERVICE LIMITATIONS.** The Maintenance does not include, nor will Cross Match be obligated to provide, services required as a result of: (a) a 3950 RCA Blvd. Suite 5001 Palm Beach Gardens, FL 33410 PHONE 561.622.1650 FAX 561.828.7717 [www.crossmatch.com](http://www.crossmatch.com)  
MP REV / 08-13-2012

any modification, reconfiguration or maintenance of the Software not performed or recommended by Cross Match; (b) any use of the Software on a system that does not meet Cross Match's minimum standards for such as set forth in the applicable Documentation; (c) any third party hardware or software not supported or embedded by Cross Match; (d) any configuration of the Software (or hardware configurations) other than as recommended by Cross Match; (e) changes in the communications network protocol and configuration parameters after the Software was installed; (f) Company's failure to back up data; (g) data recovery from back up due to hardware failure; (h) data loss, damage, destruction distortion, erasure, corruption or alternation from any cause whatsoever (including but not limited to computer virus); (i) upgrades or changes in the computer platform's hardware or software including but not limited to the operation system or storage control software or storage capacity; or (j) any error caused by Company's or any third party's negligence, abuse, misapplication, or use of Software other than as expressly permitted under the Agreement.

**6. TERM AND TERMINATION.** This Maintenance Exhibit shall remain in effect for one (1) year from the Delivery Date. This Maintenance Exhibit shall automatically renew for additional one (1) year periods, unless either party provides notice of cancellation of Maintenance to the other party at least thirty (30) days prior to the anniversary date of this Agreement. Company may terminate this Exhibit B if Cross Match materially breaches the terms of this Exhibit B and such breach remains uncured for thirty (30) days after written notice, in which case Company's sole and exclusive remedy shall be to receive a refund in an amount equal to the most-recent maintenance fee paid by Company to Cross Match multiplied by a fraction, the numerator of which is the number of whole months remaining in the then current maintenance period and the denominator of which is twelve (12). The expiration or termination of this Exhibit shall not terminate or otherwise affect the Agreement.

## CREDIT CARD AUTHORIZATION FORM

Date:

Attention:

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

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

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

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

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

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

Credit Card Type:  Visa  Master Card  American Express

Is this a Government-wide Commercial Purchase Card?  Yes  No

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

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

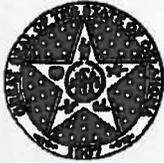
Sec Code: \_\_\_\_\_

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

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

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

Title \_\_\_\_\_



State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division

Terms and Conditions for Sole  
Source Acquisition

**\*\*This document to be used in conjunction with OMES-FORM-CP-002, Sole Source Acquisition Certification.**

1. State Agency: OKLA DEPT OF CORRECTIONS Requisition # 1310017485
2. Brief Description of Acquisition: MAINTENANCE AGREEMENT ON LIVE SCAN FINGERPRINTING DEVICES.
3. Contract Period: The Contract Period is from 04/01/15 to 03/31/16.
4. Contract Officer: DAVID WILLIAMS
5. Contract Officer email address: david.williams@doc.state.ok.us
6. Supplier General Information:  
FEI / SSN : 65-0637546 VEN ID: 0000283690  
Company Name: CROSS MATCH TECHNOLOGIES INC.
7. Supplier Contact Information:  
Address: 3950 RCA BLVD - SUITE 5001  
City: PALM BEACH GARDENS State: FL Zip Code: 33410  
Contact Name: WALTER LOPEZ  
Contact Title: MAINTENANCE SALES SPECIALIST  
Phone #: (561) 624-5385 FAX#: (561) 828-7717  
Email: walter.lopez@crossmatch.com Website: http://www.crossmatch.com
8. Oklahoma Sales Tax Permit<sup>1</sup>:  
 YES - Permit #: 613729  
 NO - Exempt pursuant to Oklahoma Laws or Rules
9. Registration with the Oklahoma Secretary of State:  
 YES - Filing Number: 2300699306  
 NO - Prior to the contract award, the supplier will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911).
10. Workers' Compensation Insurance Coverage:  
Supplier is required to provide with the offer a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.  
 YES - include a certificate of insurance with the offer  
 NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>2</sup>

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/tac/facbus-sales.html>

<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/lags.html#c221>

## **A. PROVISIONS**

### **A.1. Definitions**

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act unless the items, products, supplies, services, or equipment are exempt pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Destination" means delivered to the receiving dock or other point specified in the purchase order.
- A.1.3. "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### **A.2. Applicable Laws**

The Contract shall be subject to Oklahoma case law, the Oklahoma Central Purchasing Act (74 O.S.85.1), Central Purchasing Rules, and other statutory requirements as applicable.

### **A.3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

The Supplier and any subcontractor agree to the following conditions and certify to the best of their knowledge and belief, that they and their principals or participants:

- A.3.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local entity;
- A.3.2. Have not within a three-year period preceding this Contract been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- A.3.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.3.1.2. of this certification; and
- A.3.4. Have not within a three-year period preceding this Contract had one or more public (Federal, State or local) contracts terminated for cause or default.

### **A.4. Open Records**

Financial or proprietary information submitted by a Supplier may be designated by the State Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. § 34.11.1(H)(2) and 74 O.S. § 85.10. Supplier claiming any portion of this contract as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information contained within this contract are public records and subject to disclosure after contract award or the contract is cancelled.

### **A.5. Legal Contract**

- A.5.1. The Contract may consist of the following documents in order of precedence:
  - A.5.1.1. Purchase order, as amended by Change Order (if applicable);
  - A.5.1.2. The Contract Terms and Conditions, as amended (if applicable); and
  - A.5.1.3. Any listed attachments

### **A.6. Contract Modification**

- A.6.1. The Contract is issued under the authority of the State Purchasing Director or through the delegated authority from the State Purchasing Director to the requisitioning agency who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director or the Chief Administrative Officer of the requisitioning agency.
- A.6.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing signed by the State Purchasing Director or through the delegated authority from the State Purchasing Director to the requisitioning agency, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such modifications, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those modifications. No oral statement of any person shall modify or otherwise affect the

terms, conditions, or specifications stated in the resultant Contract.

**A.7. Delivery, inspection and Acceptance**

- A.7.1. Unless otherwise specified in the awarding documents, all deliveries shall be F.O.B. Destination. The Supplier awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the Contract shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the Supplier until accepted by the receiving agency. The Supplier awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.7.2. Supplier awarded the Contract shall be required to deliver products and services as described or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

**A.8. Invoicing and Payment**

- A.8.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid after products or services have been delivered and accepted.
- A.8.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

**A.9. Tax Exemption**

State agency acquisitions are exempt from State sales taxes and Federal excise taxes. Suppliers shall not include these taxes in price quotes.

**A.10. Audit and Records Clause**

- A.10.1. As used in this clause, "records" includes books, documents, 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. In accepting any Contract with the State, the Supplier agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.10.2. The Supplier awarded the Contract 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 and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) 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.

**A.11. Non-Appropriation Clause**

The terms of the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the Supplier and shall be final and binding.

**A.12. Choice of Law**

Any claims, disputes, or litigation relating to the Contract shall be governed by the laws of the State of Oklahoma.

**A.13. Choice of Venue**

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

**A.14. Termination for Cause**

- A.14.1. The Supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the Supplier.
- A.14.2. The State may terminate the Contract immediately, without a 30-day written notice to the Supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.14.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

**A.15. Termination for Convenience**

**A.15.1.** The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by notifying the Supplier through a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 30 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

**A.15.2.** If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the Supplier.

#### **A.16. Insurance**

The Supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The Supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals. Should the Supplier not be able to supply evidence of such insurance and renewals the Supplier will be considered in breach of the Contract and the Contract may be immediately terminated.

#### **A.17. Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The Supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

#### **A.18. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

The Supplier certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

#### **A.19. Compliance with Applicable Laws**

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the Supplier shall maintain all applicable licenses and permit requirements. Upon request the Supplier shall provide to Central Purchasing Division and the procuring agency copies of such licenses and permits.

#### **A.20. Gratuities**

The right of the Supplier to perform under this Contract may be terminated by written notice if the Contracting Officer determines that the Supplier, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of Central Purchasing.

#### **A.21. Patents and Royalties**

The Supplier, without exception, shall indemnify and hold harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the Supplier uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

#### **A.22. Disclosures Regarding Lobbyists**

**A.22.1.** A Supplier may not reimburse itself within its contract pricing for its costs and expenses of lobbyists.

**A.22.2.** Any Supplier using the services of a lobbyist to assist in obtaining a Contract shall (1) disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract (2) not bill or otherwise charge the State for such and (3) certify that no such costs were billed to the State.

**A.22.3.** The Supplier certifies the name and address of each lobbyist or agent of the Supplier or subcontractor who communicated with a state employee about a Contract has been disclosed prior to Contract award.

#### **A.23. Travel Expense**

No reimbursable travel is contemplated under the terms of this contract or contract renewals.

#### **A.24. Oral Agreements**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract. All modifications to the contract must be made in writing by the Central Purchasing Division and signed by the State Purchasing Director.

**A.25. Non-Collusion**

- A.25.1. I am the duly authorized agent of the above named Supplier submitting the documentation herewith, for the purpose of certifying the facts pertaining to the existence of collusion between the Supplier and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract;
- A.25.2. I am fully aware of the facts and circumstances surrounding the making of this contract to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such contract; and
- A.25.3. Neither the Supplier nor anyone subject to the Supplier's direction or control has been a party:
  - a. to any collusion among Suppliers in restraint of freedom of competition by agreement to contract at a fixed price or to refrain from submitting supplier contract information,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between the awarded Supplier and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.
- A.25.4. I certify, if awarded the contract, neither the Supplier nor anyone subject to the Supplier's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.
- A.25.5. For the purpose of a contract for services, the Supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the Supplier to fulfill any of the services provided for under said contract.

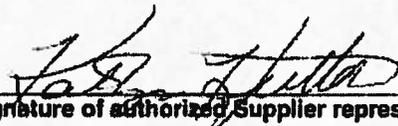
**A.26. Conflict of Interest**

The Contract hereunder is subject to the provisions of the Oklahoma Statutes. The Supplier certifies the name of any officer, director or agency who is also an employee of the State of Oklahoma or any of its agencies has been disclosed. Further, the Supplier certifies the name of any state employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Suppliers' firm or any of its branches has been disclosed prior to the Contract.

**SUMMATION**

This contract constitutes the entire agreement (pages 1 through 5 of this document) and understanding between the parties and supersedes all prior and/or contemporaneous discussions, representations, or contracts (whether written or oral) of the parties relating to the work to be performed.

This contract includes by reference, the following attachments: none

  
 \_\_\_\_\_  
 Signature of authorized Supplier representative

\_\_\_\_\_  
 March 25, 2015  
 Date

\_\_\_\_\_  
 Kathryn Hutton  
 Print Name

\_\_\_\_\_  
 Senior Vice President and General Counsel  
 Title



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/24/2014

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

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

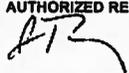
<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of California Inc. 1256 Battery Street #450 San Francisco CA 94111	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): 415-546-9300		FAX (A/C, No.): 415-536-8499
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Cross Match Technologies, Inc. 3950 Rca Blvd West Palm beach, FL 33410-4266	<b>FRANPAR-08</b>		<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A : California Insurance Company</b>		<b>NAIC #</b> 38865
	<b>INSURER B : Continental Indemnity Company</b>		<b>28258</b>
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES**                      **CERTIFICATE NUMBER: 1742276351**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTIONS \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	738594200682 738594200683	9/27/2014 9/27/2014	9/27/2015 9/27/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

<b>CERTIFICATE HOLDER</b>  Cross Match Technologies, Inc. 3950 RCA Boulevard, Suite 5001 Palm Beach Gardens FL 33410 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Purchase Order

**Department of Corrections**  
 DEPARTMENT OF CORRECTIONS  
 3400 MARTIN LUTHER KING AVE  
 OKLAHOMA CITY OK 731360400

**Supplier:** 0000283690  
 CROSS MATCH TECHNOLOGIES INC  
 3950 RCA BLVD STE 5001  
 PALM BEACH GARDENS FL 33410-4227

## CHANGE ORDER

Dispatch via Print

<b>Purchase Order</b> 1319059155	<b>Date</b> 06/10/2014	<b>Revision</b> 1 - 03/31/2015	<b>Page</b> 1
<b>Payment Terms</b> 0 Days	<b>Freight Terms</b> Free on board at Destination		<b>Ship Via</b> Common
<b>Buyer</b> David Williams	<b>Phone</b> 405/425-2636	<b>Currency</b> USD	

**Ship To:** See Detail Below

**Bill To:** DEPARTMENT OF CORRECTIONS  
 DIVISION OF COMMUNITY CORRECTIONS  
 3700 N CLASSEN BLVD, SUITE 110  
 OKLAHOMA CITY OK 731182863

**Tax Exempt?** Y    **Tax Exempt ID:** 736017987

Line-Sch	Cat CD / Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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1- 1	81111812 /	MAINTENANCE AGREEMENT FOR LIVE SCAN SYSTEM	1.0000	EA	19,249.2000	19,249.20	06/10/2014
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**Attn:** Not Specified  
**Ship To:** 131PD  
 DEPARTMENT OF CORRECTIONS  
 DIVISION OF COMMUNITY CORRECTIONS  
 3700 N CLASSEN BLVD, SUITE 110  
 OKLAHOMA CITY OK 731182863

MAINTENANCE AGREEMENT FOR 10 PRINT LIVE SCAN SYSTEMS AND FINGER CAPTURE UNITS

2- 1	81112301 /	SERVICE: HARDWARE/SOFTWARE MAINTENANCE - INFORMATION TECHNOLOGY	1.0000	EA	11,741.6700	11,741.67	03/31/2015
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**Attn:** Debra Leistner  
**Ship To:** 13104  
 DEPARTMENT OF CORRECTIONS  
 INFORMATION TECHNOLOGY UNIT  
 3400 N. MARTIN LUTHER KING AVE  
 OKLAHOMA CITY OK 73111-4298

CMT ADVANTAGE MAINT, SUBSEQUENT 1YR, HW, 500P, DEVICE ONLY, DOMESTIC  
 (In accordance with attached maintenance plan)

**ITEM #:** 930160-12  
**PARTY #:** 101810  
**CONTRACT #:** 021502

**FUNDING:** 13100 533140 1000 19530 8800882 15

Authorized Signature  
 Signature on file



# Purchase Order

**Department of Corrections**  
DEPARTMENT OF CORRECTIONS  
3400 MARTIN LUTHER KING AVE  
OKLAHOMA CITY OK 731360400

## CHANGE ORDER

Dispatch via Print

<b>Purchase Order</b> 1319059155	<b>Date</b> 06/10/2014	<b>Revision</b> 1 - 03/31/2015	<b>Page</b> 2
<b>Payment Terms</b> 0 Days	<b>Freight Terms</b> Free on board at Destination		<b>Ship Via</b> Common
<b>Buyer</b> David Williams	<b>Phone</b> 405/425-2636		<b>Currency</b> USD

Ship To: See Detail Below

**Supplier:** 0000283690  
CROSS MATCH TECHNOLOGIES INC  
3950 RCA BLVD STE 5001  
PALM BEACH GARDENS FL 33410-4227

**Bill To:** DEPARTMENT OF CORRECTIONS  
DIVISION OF COMMUNITY CORRECTIONS  
3700 N CLASSEN BLVD, SUITE 110  
OKLAHOMA CITY OK 731182863

Tax Exempt? Y Tax Exempt ID: 736017987

Line-Sch	Cat CD / Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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3- 1	81112301 /	SERVICE: HARDWARE/SOFTWARE MAINTENANCE - INFORMATION TECHNOLOGY	1.0000	EA	2,720.3000	2,720.30	03/31/2015
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Attn: Debra Leistner  
Ship To: 13104

DEPARTMENT OF CORRECTIONS  
INFORMATION TECHNOLOGY UNIT  
3400 N. MARTIN LUTHER KING AVE  
OKLAHOMA CITY OK 73111-4298

CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR, STANDARD CMT SW, LSMS  
(In accordance with attached maintenance plan)

ITEM #: 950083-12  
PARTY #: 101810  
CONTRACT #: 021502

FUNDING: 13100 533150 1000 19530 8800882 15

4- 1	81112301 /	SERVICE: HARDWARE/SOFTWARE MAINTENANCE - INFORMATION TECHNOLOGY	1.0000	EA	2,720.3000	2,720.30	03/31/2015
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Attn: Debra Leistner  
Ship To: 13104

DEPARTMENT OF CORRECTIONS  
INFORMATION TECHNOLOGY UNIT  
3400 N. MARTIN LUTHER KING AVE  
OKLAHOMA CITY OK 73111-4298

CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR, HW, ALL SYSTEM PERIPHERALS INTEGRATED AND PROVIDED BY CMT,  
DOMESTIC

Authorized Signature  
Signature on file



# Purchase Order

**Department of Corrections**  
DEPARTMENT OF CORRECTIONS  
3400 MARTIN LUTHER KING AVE  
OKLAHOMA CITY OK 731360400

## CHANGE ORDER

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<b>Purchase Order</b> 1319059155	<b>Date</b> 06/10/2014	<b>Revision</b> 1 - 03/31/2015	<b>Page</b> 3
<b>Payment Terms</b> 0 Days	<b>Freight Terms</b> Free on board at Destination		<b>Ship Via</b> Common
<b>Buyer</b> David Williams	<b>Phone</b> 405/425-2636		<b>Currency</b> USD
<b>Ship To:</b> See Detail Below			

**Supplier:** 0000283690  
CROSS MATCH TECHNOLOGIES INC  
3950 RCA BLVD STE 5001  
PALM BEACH GARDENS FL 33410-4227

**Bill To:** DEPARTMENT OF CORRECTIONS  
DIVISION OF COMMUNITY CORRECTIONS  
3700 N CLASSEN BLVD, SUITE 110  
OKLAHOMA CITY OK 731182863

**Tax Exempt?** Y    **Tax Exempt ID:** 736017987

Line-Sch	Cat CD / Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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(In accordance with attached maintenance plan)

**ITEM #:** 930158-12  
**PARTY #:** 101810  
**CONTRACT #:** 021502

**FUNDING:** 13100 533140 1000 19530 8800882 15

**Total PO Amount**

36,431.47

### COMMENTS:

YEAR TO YEAR CONTRACT  
NO AGREEMENT PERIOD

**CONTRACT PERIOD:** APRIL 1, 2014 THRU MARCH 31, 2015

**AGENCY CONTACT:** CINDY WILKETT 405-625-4516

### JUSTIFICATION:

1. Definition of the Requirement: What are we buying? MAINTENANCE AGREEMENT OF LIVE SCAN SYSTEM FOR FINGERPRINTING
2. Analysis of existing Agency Resources: Is the requirement available elsewhere in the agency?  
Yes \_\_\_ No X
3. Objective of the acquisition: Why do we need to buy this? TO MAINTAIN THE EQUIPMENT PURCHASED
4. Evaluation of the procurement method: Bld \_\_\_ Release \_\_\_ OCI/Ag \_\_\_ Spot Buy \_\_\_ Exempt X  
(or) 4. Evaluation of the procurement method: SOLE SOURCE DUE TO VOIDING WARRANTY
5. Development of Specifications: If bidding, are specs non-restrictive to maximize reasonable competition? Yes \_\_\_ No \_\_\_
6. Pertinent Information: List any other information needed to support the acquisition.
7. Labor: Describe any labor that will be involved with the acquisition including who will be doing the labor (i.e. installation, start up, inspection)
8. Total project: If this acquisition is part of a project, what is the estimated total project amount? How much has been spent to date and thru what procurement method the money was spent (i.e. statewide contract, purchase order release or super p-card transaction; inter/intra-agency; open market bids; local p-card) THIS PO

### NOTICE TO VENDORS:

**Offender Contact:** Contractor's employees, agents, and representatives shall minimize interaction with offenders or patients, and shall report any verbal contact to DOC facility security staff before leaving the site.

**Subject to Search:** All persons, vehicles, packages and equipment entering a DOC facility are subject to search.

**Contraband:** Contractor's employees, agents, and representatives shall not have any weapons, tobacco products or any item deemed by facility to be potential contraband.

Authorized Signature  
Signature on file



# Purchase Order

**Department of Corrections**  
 DEPARTMENT OF CORRECTIONS  
 3400 MARTIN LUTHER KING AVE  
 OKLAHOMA CITY OK 731360400

**Supplier:** 0000283690  
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<b>Buyer</b> David Williams	<b>Phone</b> 405/425-2636	<b>Currency</b> USD	

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 OKLAHOMA CITY OK 731182863

**Tax Exempt?** Y    **Tax Exempt ID:** 736017987

Line-Sch	Cat CD / Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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Tobacco Use Prohibited. The use of tobacco products is prohibited throughout all indoor and outdoor areas of property owned, leased, loaned or under the control of DOC, including parking lots owned or under the control of DOC.

131PC 3700 N CLASSEN BLVD #110 OKC,OK 73118  
 533120 19430 8806884 14

3-31-15 SOLE SOURCE CONTRACT RENEWED FOR PERIOD 04-01-15 THRU 03-31-16. DEBRA LEISTNER. DGW  
 3-31-15

Authorized Signature  
 Signature on file