



The Commonwealth of Massachusetts  
Executive Office of Public Safety and Security  
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CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lt. Governor

THOMAS A. TURCO, III  
Secretary

April 26, 2019

VIA E-MAIL

Kade Crockford  
Director, Technology for Liberty Program  
American Civil Liberties Union of Massachusetts  
211 Congress Street, Boston, MA 02110  
[kcrockford@aclum.org](mailto:kcrockford@aclum.org)

Dear Ms. Crockford:

The Executive Office of Public Safety and Security ("EOPSS") has received your public records request dated February 11, 2019, received by this office on the same date.

Your request seeks the following records:

1. Communications between any representative of EOPSS and any representative of any vendor offering any facial-recognition product or service.
2. Internal communications between representatives or employees of EOPSS relating to any facial-recognition product or service.
3. Documents relating to the purchase or use of facial recognition, including but not limited to: purchase orders, RFPs, licensing agreements, invoices, and contracts (including nondisclosure agreements) related to any facial-recognition product or service.
4. Materials relating to how any facial-recognition product or service functions (or functions improperly), including e-mails, handouts, PowerPoint presentations, advertisements, or specification documents. Due to the complexity of your request, we will need additional time to process this production. We currently expect to produce responsive records by April 5, 2019.
5. Manuals, policies, procedures, and practices governing the use or monitoring of a facial recognition product or service or related information or databases. This request includes, but is not limited to:
  - a. Procedures for using, deleting, or retaining photos of subjects to be identified;
  - b. Materials identifying any sources of such photos, such as mobile devices, body cameras, surveillance videos, identification photos, or arrest photos;

- c. Policies or procedures relating to the legal standard, if any, (e.g., probable cause, court order, relevance, consent) that is required before using any facial-recognition product or service.
  - d. Procedures the agency follows after a positive match, such as requiring independent or in-person verification;
  - e. Permitted uses of the information created from a positive match.
6. Training materials related to any facial-recognition product or service by employees of EOPSS.
  7. Records relating to any mobile application related to any facial-recognition product or service.
  8. Records relating to any public process or debate about any facial-recognition product or service, including meeting agendas or minutes, public notice, analyses, or communications between EOPSS and elected or county officials.

As you are aware, pursuant to our communications, requests #1 and #2 resulted in an email search being conducted by The Executive Office of Technology and Security (EOTSS) which yielded a total of almost 5,000 potentially responsive emails. Prior to producing these emails, EOPSS will be required to review and redact exempt, or otherwise privileged, information from each communication. Given the amount of time this will take, we have agreed that EOPSS will provide the first ten emails produced by EOTSS for your review in determining if you would like to continue to receive the remaining 5,000 emails, after appropriate review and redaction, or if you would like to narrow the search. As of this date, EOPSS has not received the initial ten emails from EOTSS to review, redact, and provide to you. As soon as EOPSS receives them, such process shall begin and you will receive them as soon as possible.

With respect to requests #3, please see attached responsive document entitled "Statement of Work between the Executive Office of Public Safety and Security and En Pointe Tehcnologies Sales, Inc. and I2." Please note that after a diligent search, this draft document from 2012 is the only responsive document EOPSS was able to locate.

With respect to requests #4-#8, after a diligent search, EOPSS is unable to identify any records responsive to these requests.

If you object to this response, you may appeal to the Supervisor of Records in accordance with M.G.L. c. 66, §10(b) and 950 CMR 32.00.

Very truly yours,



Arielle Mullaney  
Assistant General Counsel

# OTIS2012-017 - Coplink® Integration Services

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## STATEMENT OF WORK

### BETWEEN

THE EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY AND

EN POINTE TECHNOLOGIES SALES, INC. AND I2

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**FOR RFQ # OTIS2012 - 017, COPLINK INTEGRATION SERVICES**

## 1 INTRODUCTION

This document will serve as a Statement of Work (SOW) between the Executive Office of Public Safety and Security (EOPSS) and En Pointe Technologies Sales, Inc. (En Pointe) and i2 (i2) to apply to work on **RFQ OTIS2012-017 – COPLINK INTEGRATION SERVICES**.

### 1.1 “Three way” Agreements when using Statewide Contract ITS42

“This Services Agreement, dated as of, <Insert Date>, (“Effective Date”) is made and entered by and between En Pointe Technologies Sales, Inc. (“En Pointe”) a software reseller with principal offices at 18701 S. Figueroa Street, Gardena, CA 90248-4506; i2 (“i2”), with principal offices at 7750 E Broadway Blvd. Suite 100, Tucson, Arizona, USA ; and the Executive Office of Public Safety and Security, (“Customer”) with principal offices at One Ashburton, Boston, Massachusetts 02108. The Commonwealth of Massachusetts has contracted with En Pointe, under Contract ITS42 to provide software, maintenance and associated services to various entities within the Commonwealth, and the Commonwealth does not have a direct contractual relationship i2. En Pointe is not a manufacturer of these items, but is a “reseller.” With respect to this agreement Customer wishes to purchase software and associated services manufactured and provided by i2; i2 is responsible for and assumes liability for the below referenced responsibilities and for their performance under this Agreement. En Pointe has subcontracted with i2 for the provision of services under this Agreement. The entire agreement between En Pointe and the Commonwealth in the following order of precedence consists of (1) the Commonwealth’s standard terms and conditions and standard form contract; (2) the Commonwealth’s RFR ITS42; (3) En Pointe’s response thereto and (4) the following Agreement as agreed to by En Pointe and EOPSS.

## 2 OVERVIEW, EFFECTIVE DATE AND TERM

EOPSS solicited qualified Vendors and selected En Pointe and i2 to provide:

1. The integration of up to eleven (11) local law enforcement records management systems (RMS) with the Commonwealth of Massachusetts COPLINK® node.
2. The integration of up to four (4) Commonwealth of Massachusetts Executive Office of Public Safety and Security data sources with the Commonwealth of Massachusetts COPLINK® node.
3. COPLINK® Face Match Software Licenses.
4. COPLINK® Face Match Software License integration services and support.

This SOW shall become effective on the date on which it is executed by all parties and shall terminate on June 30, 2013. Notwithstanding the foregoing, some sections shall survive the termination of this SOW if the EOPSS chooses the option to renew.

This is a fixed price agreement with the total value of the agreement not to exceed **\$677,993.75**.

## 3 SINGLE POINT OF CONTACT

i2, En Pointe, and EOPSS will each assign a single point of contact with respect to this SOW. It is anticipated that the contact person will not change during the period the SOW is in force. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, prompt notice is required.

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En Pointe's contact person is Londy Bracale, Sales Executive, who can be reached at:

En Pointe Technologies Sales Inc.  
18701 S. Figueroa Street  
Gardena, CA 90248-4506  
Tel: 440.985.8005, Fax: 310.300.4462  
Email: [lbracale@enpointe.com](mailto:lbracale@enpointe.com)

I2's contact person is Robert Torres, who can be reached at:

i2, an IBM Company  
7750 E Broadway Blvd. Suite 100  
Tucson, Arizona, USA, 85710  
main office: +1 520-574-1519  
mobile: +1 520-444-7535  
fax: +1 520-574-0870  
email: [Bob.Torres@i2group.com](mailto:Bob.Torres@i2group.com)

EOPSS's contact person is Lieutenant Robert Sojka, who can be reached at:

Executive Office of Public Safety and Security  
Massachusetts State Police  
124 Acton Street, 2d Floor  
Maynard, MA 01754  
978-451-3777  
[robert.sojka@pol.state.ma.us](mailto:robert.sojka@pol.state.ma.us)

#### 4 **SYSTEM SECURITY**

As part of its work effort, i2 will be required to use Commonwealth data and IT resources to fulfill part of its specified tasks. For purposes of this work effort, "Commonwealth Data" shall mean data provided by EOPSS to I2 which may physically reside at a Commonwealth or EOPSS or i2 location. In connection with such data, I2 will implement commercially reasonable safeguards necessary to:

- Prevent unauthorized access to Commonwealth Data from any public or private network;
- Prevent unauthorized physical access to any information technology resources involved in the development effort; and
- Prevent interception and manipulation of data during transmission to and from any servers.

i2 will notify the Commonwealth immediately if any breaches to the system occur.

#### 5 **ACCEPTANCE OR REJECTION PROCESS**

i2 will submit the required deliverables, specified in Section 8.1, Deliverables and Tasks, of this SOW to the EOPSS Project Manager for approval and acceptance. EOPSS Management Team will review the work product for each of the deliverables and evaluate whether each deliverable has clearly met the criteria established in this agreement and the relevant Task Order specifications. i2 and EOPSS Project Managers will define at the beginning of each task the acceptance criteria for the tasks/deliverables. Once reviewed and favorably evaluated, the deliverables will be deemed acceptable.

Within ten (10) working days of receipt of each deliverable, the EOPSS Project Manager will notify i2, in writing, of the acceptance or rejection of said deliverable using the acceptance criteria specified in this section. A form signed by EOPSS Management Team shall indicate acceptance. i2 shall acknowledge

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receipt of acceptance forms in writing. Any rejection will include a written description of the defects of the deliverable.

i2 upon receipt of such rejection will act diligently to correct the specified defects and deliver an updated version of the deliverable to the EOPSS Project Manager. EOPSS Management team will then have an additional seven (7) business days from receipt of the updated deliverable to notify i2 through the EOPSS Project Manager, in writing, of the acceptance or rejection of the updated deliverable. Any such rejections will include a description of the way in which the updated deliverable fails to correct the previously reported deficiency. Failure of EOPSS Management team to reject a deliverable within the above specified notification periods will constitute acceptance by the Commonwealth of said deliverable. Following any acceptance of a deliverable which requires additional work to be entirely compliant with the pertinent specifications, and until the next delivery, i2 will use reasonable efforts to provide a prompt correction or workaround.

### 5.1 ACCEPTANCE OR PROCESS (further defined)

#### 5.1.1 Acceptance Procedure

i2 has defined deliverables throughout the life of the project. These provide the building blocks that move the project towards final completion of the scope as defined in the SOW. Acceptance means that the EOPSS Management Team agrees that the deliverable meets the criteria and can be used as input to related future deliverables.

Acceptance of deliverables on a timely basis is critical to avoid delays to the project. To ensure smooth delivery and acceptance of all deliverables, the following process will be employed:

1. The I2 project team provides the deliverable to the EOPSS Management Team for review, accompanied by a deliverable Acceptance Form. The Acceptance Form includes a description of the deliverable and restates the acceptance criteria defined in the SOW for that deliverable.
2. The I2 Project Manager logs all submissions of deliverables. This log includes the deliverable number, submission date, deliverable description, approval authority, rejection reason (where applicable), and date returned.
3. The Project Manager will schedule through the EOPSS Project Manager a deliverable review meeting. The Project Manager will conduct a walkthrough with the EOPSS Management Team to verify a mutual understanding of the content of the deliverable. This occurs after the deliverable is given to the EOPSS Management Team and before the "due date" (set in point 5, below). This allows time, if/when necessary, to address questions from the walkthrough and still remain on schedule. Where practical, acceptance is obtained at the completion of the walkthrough.
4. Response to each deliverable must be a formal acceptance or rejection in writing (no verbal, conditional or default approvals).
5. Acceptance must occur on a timely basis to avoid delays to the project. For this project, deliverables must be reviewed and updates provided within 10 business days after receipt, unless an alternative time frame is mutually agreed upon. In addition, the time needs to be allocated for the following:
  - Apply corrections, and
  - Final review.

Large, complex deliverables may receive more time, as long as it is pre-defined. The Acceptance Form lists the specific date associated with the timeframe to eliminate any confusion about when approval is needed to stay on schedule.

6. Acceptance of the deliverable is to be based upon the established acceptance criteria. If the deliverable is rejected, the EOPSS Management Team must document on the Acceptance Form the specific reason(s) for rejection. If required, a meeting can be held to discuss the deliverable in detail. All errors and omissions must be detailed.

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7. If the Acceptance Form is not signed by the agreed-upon due date, the item will be added to the issues log and fall under the issues management process. Typically, there will be dependent tasks that are scheduled to start after expiration of the approval timeframe. Therefore, delays in approval can/will impact other activities and these delays may result in the development of a change request.

In addition to the formal deliverable schedule, the project team may employ interim (incremental) deliverable milestones throughout the project. These interim deliverables will be identified as the project progresses. This allows EOPSS Management Team and the project team to review logical works in process for gradual acceptance of the final deliverables.

### 5.1.2 Final Acceptance

At the conclusion of the project, after all project deliverables are approved, a Final Project Acceptance form will be submitted to the EOPSS Management Team to acknowledge completion of all work by the project team and fulfillment of all obligations under this SOW (and as amended through approved change requests).

### 5.1.3 Initiation Documents Acceptance

The first deliverable and initial use of the Acceptance Management process is the approval of the Statement of Work.

## 6 PROJECT MANAGEMENT

### 6.1 Project Managers

#### 6.1.1 EOPSS Project Manager

Project management of this engagement will be performed by EOPSS whose project manager will:

- Work closely with the Project Manager to ensure successful integration of data sources with the Commonwealth of Massachusetts Coplink Node.
- Coordinate this SOW and all contract related Deliverables with the I2 Project Manager.

Curtis Wood, Secretariat Chief Information Officer (SCIO), will sign this SOW and all amendments hereto on behalf of EOPSS.

#### 6.1.2 Vendor Project Manager

The I2 Project Manager will:

- Work closely with the EOPSS's Project Manager to ensure successful delivery of the project.
- Coordinate this SOW and all contract related Deliverables with the EOPSS's Project Manager.
- Liaison between the project team and the EOPSS's Project Manager.
- Ensure timely and accurate communication.
- Refine and revise the project plan as needed based on information gathered during meetings with users and stakeholders.
- Facilitate with the EOPSS's Project Manager for regular team and project status meetings and issue a written summary of the status of the project, identifying key milestones, action items, and due dates.
- Assist in resolution of project issues and escalate problems to appropriate organizations.
- Assist in the mitigation of all identified risks.
- Ensure complete transparency of project status, all project-related documentation, contacts, and other relevant information will be readily available for review at any time.

En Pointe's Contract Specialist, **Gilbert Ginn**, as an authorized signatory named in the En Pointe's response to ITS42, will sign this SOW and all amendments thereto on behalf of En Pointe.

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i2's **<Insert Title and Insert Name>**, will sign this SOW and all amendments hereto on behalf of i2.

Throughout the course of the project, Project Managers monitor project time, cost, staffing and resource usage, and communicate effectively with team members and clients. i2 will maintain a project plan and deliver routine status updates which will identify next steps and action items that must be completed by EOPSS and by other stakeholders to successfully complete the project.

### 6.2 Issue Resolution

The project managers from each organization bear the primary responsibility for ensuring issue resolution. If they mutually agree that they are unable to resolve an issue, they are responsible for escalating the issue to Major Dermott Quinn, Massachusetts State Police.

### 6.3 Changes in Task Order Scope of Work

The project manager who would like to request a change in scope for this engagement will provide the suggested change in writing to the other team's project manager. The project managers will jointly determine whether the change impacts the schedule and/or cost. In addition, the changes to scope should not exceed the total cost of this SOW. The parties can mutually agree to the change through a written amendment to this SOW.

### 6.4 Key Personnel

i2 agrees to provide the following personnel for the following amounts of time for the duration of this project:

**TABLE 1  
KEY PERSONNEL**

<b>Staff Members</b>	<b>Role</b>	<b>Time Commitment expressed as percentage of full time</b>
<b>i2 Needs to complete</b>		

i2 will assign all of the foregoing personnel to this engagement on the time basis set forth in Table 1. In the event that a change is necessary, i2 will provide prompt written notice to EOPSS's Project Manager of the proposed change. If the personnel change is a result of a non-emergency, two-week written notice shall be provided by i2 to the EOPSS's Project Manager. For personnel changes that result from an emergency, prompt written notice shall be provided by i2. The EOPSS Project Manager has the right to accept or reject all personnel.

### 6.5 Equipment, Work Space, Office Supplies

EOPSS will provide cubicles, standard office equipment, and standard network connectivity provided to state employees for i2 team members working on-site for activities defined in task orders, as required by this SOW. i2 will submit a list of employees who will need access to the building and to state systems as required for execution of this SOW. Any i2 employees who have access to IT resources must comply with the Commonwealth of Massachusetts Information Technology Division's (ITD) "Acceptable Use Policy".

### 6.6 Related Project Knowledge

In addition to the "Statewide Contract IT Specifications", i2 shall, prior to commencing any other work under this SOW, become familiar with RFQ **OTIS2012-017 COPLINK INTEGRATION SERVICES**

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document, En Pointe's RFQ Proposal, the Commonwealth's Enterprise Information Technology Policies, Standards and Procedures.

### **6.7 Intellectual Property Agreement for Vendor's Employees, Contractors and Agents**

En Pointe shall ensure that all En Pointe personnel providing services under this SOW, regardless of whether they are En Pointe's employees, contractors, or agents, shall, prior to rendering any services under this SOW, sign the "Intellectual Property Agreement for Vendor's Employees, Contractors and Agents," and return signed copies of the same to the EOPSS's Project Manager prior to the delivery of any services under this SOW.

## **7 ADDITIONAL TERMS**

### **7.1 Definitions**

The terms used in this SOW, unless defined herein, shall have the meaning ascribed to them in the other documents that constitute the Agreement between the parties.

### **7.2 Warranty**

i2 makes the following warranties with respect to any deliverables delivered under this SOW: (1) i2's services shall be performed in a professional and workmanlike manner and in accordance with the specifications and description of services as set forth in the Agreement; (2) the deliverables will substantially conform with the deliverable descriptions set forth in this SOW; (3) all media on which i2 provides any software under this Agreement shall be free from defects; and (4) all software delivered by i2 under this Agreement shall be free of Trojan horses, back doors, and other malicious code.

### **7.3 Title and Intellectual Property Rights**

#### **7.3.1 Definition of Property**

The intellectual property required by i2 to document the Double-Take® Advanced Edition w/YR1 Maintenance and Support (hereinafter the "Property") may consist of data, documentation, the audio, visual and audiovisual content related to the layout and graphic presentation of the COPLINK® Integration Services Project, text, photographs, video, pictures, animation, sound recordings, training materials, images, techniques, methods, algorithms, program images, text visible on the Internet, HTML code and images, illustrations, graphics, pages, storyboards, writings, drawings, sketches, models, samples, other technical or business information, and other works of authorship fixed in any tangible medium.

#### **7.3.2 Source of Property**

The documenting of EOPSS COPLINK® Integration Services Project will involve intellectual property derived from four different sources: (1) third party contractors; (2) that developed by i2 for the open market (i.e. i2's commercial off the shelf documentation); (3) that developed by i2 for other individual clients, or for internal purposes prior to the Effective Date of this SOW and not delivered to any other client of i2's; and (4) developed by i2 specifically for the purposes of fulfilling its obligations to EOPSS under the terms of this SOW and all other documents listed in Section 1 of this Statement of Work.

#### **7.3.3 Contractor Property and License**

i2 will retain all right, title and interest in and to all Property developed by i2 or third party license providers, i) for clients other than the Commonwealth of Massachusetts, and ii) for internal purposes and not yet delivered to any client, including all copyright, patent, trade secret, trademark and other intellectual property rights created by i2 in connection with such work (hereinafter the "Contractor Property"). The Commonwealth of Massachusetts acknowledges that its possession, installation or use of Contractor Property will not transfer to it any title to such property. In the case of any inconsistencies in this SOW and any other forms signed by Contractor, including but not limited to the "Intellectual Property



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Agreement for Vendor's Employees, Contractors and Agents" the terms and conditions of this SOW shall govern.

The Commonwealth of Massachusetts acknowledges that the Contractor Property contains or constitutes commercially valuable and proprietary trade secrets of the Contractor, the development of which involved the expenditure of substantial time and money and the use of skilled development experts. The Commonwealth of Massachusetts acknowledges that the Contractor Property is being disclosed to the Commonwealth of Massachusetts to be used only as expressly permitted under the terms of the license described in the associated SOW. The Commonwealth of Massachusetts will take no affirmative steps to disclose such information to third parties and, if required to do so under the Commonwealth's Public Records Law, M.G.L. c. 66, § 10, or by legal process, will promptly notify i2 of the imminent disclosure so that I2 can take steps to defend itself against such disclosure.

Except as expressly authorized in the associated SOW, the Commonwealth of Massachusetts will not copy, modify, distribute or transfer by any means, display, sublicense, rent, reverse engineer, decompile or disassemble the Contractor Property.

Upon payment of the license fees herein, i2 grants to the Commonwealth of Massachusetts a fully-paid, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable, perpetual, assignable license to make, have made, use, reproduce, distribute, modify, publicly display, publicly perform, digitally perform, transmit and create derivative works based upon the Contractor Property, in any media now known or hereafter known, but only to the extent reasonably necessary for the Commonwealth of Massachusetts' exploitation of the Deliverables to be developed. During the term of the associated SOW and immediately upon any expiration or termination thereof for any reason, i2 will provide to the Commonwealth of Massachusetts the most current copies of any Contractor Property to which the Commonwealth of Massachusetts has rights pursuant to the foregoing, including any related documentation.

Notwithstanding anything contained herein to the contrary, and notwithstanding the Commonwealth of Massachusetts use of the Contractor Property under the license created herein, i2 shall have all the rights and incidents of ownership with respect to the Contractor Property, including the right to use such property for any purpose whatsoever and to grant licenses in the same to third parties.

All third party software shall be provided under the third party's commercial terms and conditions for licensing such software including, but not limited to, all rights, obligations and warranties, unless said terms and conditions conflict with the Commonwealth's Standard Terms and Conditions referenced in paragraph 1 of this Scope of Work, in which case the Standard Terms and Conditions shall take precedence. Nothing in this Agreement shall be deemed to grant any rights to pre-existing Intellectual Property of i2 or any other third party.

### **7.3.4 Commonwealth Property**

In conformance with the Commonwealth's Standard Terms and Conditions, on the date on which EOPSS and/or EOPSS reimburses i2 for a Deliverable accepted by the EOPSS and EOPSS Management Team under the terms of this Statement of Work, all of I2's right, title and interest in all Deliverables developed by i2 under the terms of this SOW shall pass to and vest in the Commonwealth of Massachusetts, including all copyright, patent, trade secret, trademark and other intellectual property rights created by I2 in connection with such work and any causes of action relating to or based upon such work (hereinafter the "Commonwealth Property"). i2 hereby assigns to the Commonwealth, as of the date on which EOPSS and/or EOPSS reimburses i2 for such Deliverables, all intellectual property rights that it may now or hereafter possess in the Commonwealth Property related to such Deliverable and all derivative works thereof. i2 also agrees to execute all documents and take all actions that may be necessary to confirm such rights, including providing any code used exclusively to develop such Deliverables for the COPLINK INTEGRATION SERVICES Project and the documentation for such code. i2 acknowledges that there are currently and that there may be future rights that the Commonwealth may otherwise become entitled to with respect to Commonwealth property that does not yet exist, as well as new uses, media, means and forms of exploitation, current or future technology yet to be developed, and that i2 specifically intends the foregoing ownership or rights by the Commonwealth to include all such now known or unknown uses, media and forms of exploitation.

With respect to web site development contracts, EOPSS will bear sole responsibility for registering the software or system domain name or URL, applying for any trademark registration relating to the software

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or system domain name or URL and applying for any copyright registration related to its copyright ownership with respect to any Commonwealth Property.

i2 agrees to take such actions as may be reasonably requested by the EOPSS and EOPSS Management Team to evidence the transfer of ownership of or license to intellectual property rights described in this section.

### 7.3.5 Clearances

i2 will represent and warrant to the EOPSS and EOPSS Management Team that it has obtained all rights, grants, assignments, conveyances, licenses, permissions and authorizations necessary or incidental to any materials owned by third parties supplied or specified by it for incorporation in the Deliverables to be developed.

### 7.3.6 Third-party Intellectual Property

If the Deliverables contain any third-party intellectual property to which the Contractor intends to transfer, the Contractor must provide copies of all such licenses as early in the process as possible. The license must be included in the Contractor's initial quotation to the Contracting Department, or, if the requirement to utilize licensed intellectual property is not known at the outset of the project, as soon as the requirement becomes known. Licenses to third-party intellectual property can ONLY be provided under **RFQ OTIS2012-017 COPLINK® INTEGRATION SERVICES** if they are provided at no charge to the Commonwealth of Massachusetts unless otherwise agreed to by the parties.

### 7.3.7 EOPSS's Responsibilities

In addition to the tasks set forth in "[Equipment, Work Space, Office Supplies](#)," EOPSS shall be responsible for the following through the EOPSS Project Management Office (PMO):

- Identifying the EOPSS Project Manager and stakeholders prior to i2 engaging in any activities required under this SOW, including EOPSS's stakeholder interviews;
- Facilitate the collection of information required for the COPLINK® INTEGRATION SERVICES Project;
- Working with i2 to mutually identify items determined to be of significance within EOPSS's facilities;
- Working with i2 to follow-up on action items that may arise after interviews with stakeholders; and
- Provide escorted access to EOPSS facilities.

## 7.4 Additional Criminal Offender Record Information (CORI) check requirements

All vendor team members, including sub-contractors, will be required to undergo criminal background checks before being allowed access to security-sensitive information, systems, and sites. All criminal background investigations will include:

1. Completion of CORI Non-Disclosure Forms that will be issued to the vendor by EOPSS and subsequently processed by EOPSS; and
2. As mandated by the Federal Bureau of Investigation (FBI) CJIS Security Policy, Section 4.5, all vendor personnel must conform to the completion of a fingerprint background check. No employee of the vendor or any sub-contractors it employs shall be employed pursuant to the terms of this SOW until a background investigation is completed and the vendor is informed that EOPSS Management Team has approved employment of the employee for purposes of carrying out the terms of this SOW.

**8 I2 TASKS AND DELIVERABLES**

This section describes the tasks and deliverables that i2 will provide to EOPSS and the tasks that I2 will complete by the end of the engagement described in this SOW. Deliverables will be considered “complete” when all the acceptance criteria set forth in this SOW have been met or the prescribed review period for each deliverable or task has expired without written response from EOPSS. The task/deliverable numbers are referred to in subsequent sections throughout this SOW.

All written documents shall be delivered in machine-readable format, capable of being completely and accurately reproduced by computer software on a laser printer. All itemized and/or annotated lists shall be delivered in computer spreadsheets, capable of being imported to Microsoft Excel 2000. All meetings shall be held in EOPSS facility unless agreed to otherwise by the Project Managers. Meetings must be scheduled at least three full business days in advance, with reasonable accommodation of attendees’ schedules. All meeting results will be described in a follow-up report generated by the i2 project manager and approved by the EOPSS project manager.

**8.1 Tasks and Deliverables**

- **Task 1:** Integration of up to eleven (11) local law enforcement records management systems (RMS) with the Commonwealth of Massachusetts Coplink® node.
- **Task 2:** Integration of four (4) Commonwealth of Massachusetts Executive Office of Public Safety and Security (EPS) data sources with the Commonwealth of Massachusetts Coplink® node.
- **Task 3:** Delivery and installation of COPLINK® Face Match Software.
- **Task 4:** Integration of COPLINK® Face Match Software.
- **Task 5:** Configuration of COPLINK® Face Match Software.
- **Task 6:** COPLINK® Software maintenance and support services.

**9 Payment Terms**

En Pointe agrees to invoice the Commonwealth for the deliverables or work completed per the requirements set forth in the appropriate Task Order. EOPSS will make payments to En Pointe only after receiving an accurate invoice for deliverables completed and accepted pursuant to Section VI of this SOW. Payments for specific tasks and deliverables shall be made in accordance with the table below:

<u>Deliverable or Task Number(s)</u>	<u>Deliverable or Task Name</u>	<u>QTY</u>	<u>Milestone Payment</u>
Task 1	Integration of eleven (11) local law enforcement records management systems (RMS) with the Commonwealth of Massachusetts COPLINK® node.	11	\$18,420.65 per integration

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Task 2	Integration of four (4) Commonwealth of Massachusetts Executive Office of Public Safety and Security (EPS) data sources with the Commonwealth of Massachusetts COPLINK® node.	4	\$18,420.65 per integration
Task 3	Delivery and installation of COPLINK® Face Match Software.	1	\$332,404.00
Task 4	COPLINK® Face Match Software integration services.	1	\$13,456.00
Task 5	COPLINK® Face Match Software configuration services	1	\$5965.00
Task 6	COPLINK® Software maintenance and support services.	1	\$49,859.00
<b>Total</b>			<b>Amount</b>
<b>Total Fixed Price Service Amount</b>			<b>\$677,993.75</b>

**Payments will be made in accordance with the Commonwealth's bill paying policy.**

A deliverable or task will be considered “completed” when EOPSS has determined that the acceptance criteria for that specific deliverable or task have been met as specified in Table 2 of this SOW.

### 10 ACCESSIBILITY

#### 10.1 Compliance with Standards

i2 shall ensure that all deliverables delivered under this agreement adhere to (1) the Section 508 Standards for Electronic and Information Technology Accessibility, [36 C.F.R. §1194](#), issued under Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)) (the “Section 508 Standards”), and (2) the Web Accessibility Standards, (the “ITD Standards”) issued by the Commonwealth of Massachusetts’ Information Technology Division (“ITD”), available online at [www.mass.gov/itd](http://www.mass.gov/itd). For purposes of this Agreement, i2’s obligations pertaining to these standards shall be limited to those subsections thereof that have been certified by ITD and the Massachusetts Office on Disability as objective and measurable. Such subsections shall be posted by ITD at [www.mass.gov/itd](http://www.mass.gov/itd). The Section 508 and ITD Standards may be modified from time to time, and i2 is responsible for compliance with the most current version in effect on the date that i2 executes this Agreement.

#### 10.2 Required Specifications for Information Technology

All IT systems and applications developed by or for Executive Department agencies or operating within the Massachusetts Access to Government Network, or MAGNet, must conform to the Enterprise Information Technology Policies, Standards and Procedures promulgated by the Commonwealth’s Chief Information Officer (CIO). Non-conforming IT systems cannot be deployed unless the purchasing agency and its Contractor have jointly applied for and received in writing from the Commonwealth’s CIO, or her designee, notice that a specified deviation will be permitted. The Enterprise Information Technology Policies, Standards and Procedures, with the exception of the Enterprise Public Access Policy for e-Government Applications and the Enterprise Public Access for e-Government Applications Standards, are available at [www.mass.gov/itd](http://www.mass.gov/itd) (Policies, Standards & Legal). The Enterprise Public Access Policy for e-Government Applications and the Enterprise Public Access for e-Government Applications Standards are available in hard copy from the purchasing agency. Purchasing agencies may also obtain a current copy of these documents, on behalf of their contractor, by contacting the Information Technology Division’s (ITD’s) CommonHelp Group at (866) 888-2808 or via ITD’s website, [www.mass.gov/itd](http://www.mass.gov/itd) (Key Resources). Please note that, given the pace of IT innovation, purchasing agencies and their contractors are encouraged to contact the ITD’s CommonHelp group to signal a system or application design and

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development initiative. Such advance notice helps to ensure conformance with the relevant Enterprise Technology Policies, Standards and Procedures. Contractor delivery of IT systems and applications that fail to conform to the Commonwealth's Enterprise Information Technology Policies, Standards and Procedures, absent the Commonwealth CIO's grant of written permission for a deviation, shall constitute breach of any Contract entered into as a result of this RFQ and any subsequent RFQs. The Commonwealth may choose to require the Contractor, at his own cost, to re-engineer the nonconforming system for the purpose of bringing it into compliance with Commonwealth Enterprise Information Technology Policies, Standards and Procedures.

### 11 INFORMATION TECHNOLOGY (IT) STANDARDS

#### 11.1 Access to Security-Sensitive Information

##### 11.1.1 Massachusetts Executive Order 504

Respondents shall describe (1) their own and their proposed subcontractors' respective internal security procedures and policies applicable to work performed by them for customers and (2) the particulars of any circumstances over the past five (5) years in which the bidder or its proposed subcontractor(s) has caused a breach of the security, confidentiality or integrity of a customer's data.

##### 11.1.2 System and Data Security

Section 6 of the Commonwealth Terms and Conditions states: "*Confidentiality*. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems."

11.1.2.1 In addition to the foregoing requirements, i2 must agree that as part of its work effort under the agreement entered pursuant to this RFQ, i2 will be required to use the following Commonwealth personal data under MGL c. 66A and/or personal information under MGL c. 93H, or to work on or with information technology systems that contain such data in order to fulfill part of its specified tasks. For purposes of this work effort, electronic personal data and personal information includes data provided by EOPSS to the winning bidder which may physically reside at a location owned and/or controlled by the Commonwealth or EOPSS or i2 in connection with such data, i2 will implement the maximum feasible safeguards reasonably needed to:

- Ensure the security, confidentiality and integrity of electronic personal data and personal information;
- Prevent unauthorized access to electronic personal data or personal information or any other Commonwealth Data from any public or private network;  
Prevent unauthorized physical access to any information technology resources involved in the winning bidder's performance of a contract entered under this RFQ;
- Prevent interception and manipulation of data during transmission to and from any servers; and
- Notify EOPSS immediately if any breach of such system or of the security, confidentiality, or integrity of electronic personal data or personal information occurs."

#### 11.2 AT/IT Environment List

See: [http://www.mass.gov/?pageID=itdterminal&L=5&L0=Home&L1=Policies%2C+Standards+%26+Guidance&L2=Technical+Guidance&L3=Accessibility+Guidance&L4=IT+Acquisition+Accessibility+Compliance+Program&sid=Aitd&b=terminalcontent&f=accessibility\\_generic\\_at\\_it\\_environment\\_list&csid=Aitd](http://www.mass.gov/?pageID=itdterminal&L=5&L0=Home&L1=Policies%2C+Standards+%26+Guidance&L2=Technical+Guidance&L3=Accessibility+Guidance&L4=IT+Acquisition+Accessibility+Compliance+Program&sid=Aitd&b=terminalcontent&f=accessibility_generic_at_it_environment_list&csid=Aitd)

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The AT/IT Environment List referenced above hereto sets forth a list of the specific assistive technology (AT) (including class, brand, and version) and specific desktop configuration against which i2 Deliverables will be tested under this Agreement (the "AT/IT Environment List").

**12 INDEMNIFICATION OF THE COMMONWEALTH TERMS AND CONDITIONS  
(CLARIFICATION OF LANGUAGE IN SECTION 11)**

Pursuant to Section 11 Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. EOPSS interprets the term "patent and copyright infringement" to mean any intellectual property infringement, but not limited to, misappropriation of trade secrets.

The undersigned hereby represent that they are duly authorized to execute this SOW on behalf of their respective organizations.

**For: Executive Office of Public Safety and Security**

Curtis M. Wood, Secretariat CIO

Date

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**For: En Pointe Technology Sales, Inc.**

Gilbert Ginn, Vice President

Date

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**For: i2**

<Insert Name> <Insert Title>

Date

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