



State of New Hampshire

95 - 6/3/26

DEPARTMENT OF SAFETY
JAMES H. HAYES BUILDING
33 HAZEN DRIVE
CONCORD, NEW HAMPSHIRE 03305
603-271-2791



EDDIE EDWARDS
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

April 29, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Pursuant to MOP 150, VII(c), authorize the Department of Safety, Division of State Police, to procure ten (10) new LiveScan digital fingerprint systems on a **Sole Source** basis from IDEMIA Identity & Security USA LLC (VC# 290813), Bedford, MA, in the amount of \$185,000. Effective upon Governor and Council approval. **100% Federal Xfers from Other Agencies.**

Funding is available in account, NH DOT and DOJ Grant, as follows:
02-23-23-234010-33450000-030-500311-Equipment-General (New)

FY2026
\$185,000

EXPLANATION

This request is **Sole Source** because IDEMIA Identity & Security USA LLC (IDEMIA) is the sole developer and authorized provider of the LiveScan systems. These systems are highly specialized and include proprietary hardware designs, proprietary applications, customized LiveScan software, and patented technology. Due to IDEMIA's exclusive ownership of the source materials, the hardware, software, and overall system functionality can be provided and supported only by IDEMIA. The company does not utilize third-party sales channels, partners, or resellers; therefore, the equipment and associated services can only be procured and implemented directly from IDEMIA and in accordance with MOP 150, VII, (C), which requires Governor and Council approval for commodity purchases at or above one hundred thousand dollars (\$100,000).

The Division of State Police seeks to procure ten (10) LiveScan system cabinets (digital fingerprint scanners) for deployment in New Hampshire municipalizes. These systems integrate directly with the Federal Bureau of Investigation's Automated Fingerprint Identification System (AFIS), enabling the electronic capture, submission, and processing of fingerprint records.

The acquisition will enhance the State's ability to support both criminal justice and non-criminal justice fingerprinting needs, including law enforcement processing, licensing, and employment-related background checks. LiveScan technology improves accuracy, reduces processing time, and eliminates the need for ink-based fingerprinting, thereby increasing operational efficiency and data integrity.


Deployment of these systems at the local level will expand access to fingerprinting services and support timely and compliant submissions to federal databases. This investment strengthens statewide public safety infrastructure and ensures continued alignment with federal identification and background check standards.

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council

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This **Sole Source** procurement has been reviewed and approved by the Commissioner of the Department of Administrative Services, on March 31, 2026, pursuant to RSA 21-I:11, (A)(3) and in accordance with Administrative Rule 600 due to the proprietary nature of the hardware and software pending the approval of the Governor and Council.

Respectfully submitted,



Robert L. Quinn
Commissioner of Safety



State of New Hampshire Purchase Order

PURCHASE ORDER NUMBER
1111914
 This number must appear on all invoices, packages, cartons, bills of lading, and packing slips.

Date: 04/21/2026
Status: DRAFT
Ship Via:
FOB: Destination
Freight Terms: Vendor Paid
Terms: Net 30
Due Days: 30

Bill To: ACCOUNTSPAYABLE@DOS.NH.GOV
 SAFETY BUSINESS OFFICE
 33 HAZEN DR
 CONCORD NH 03305

IDEMIA IDENTITY & SECURITY USA
 14 CROSBY DR STE 200
 BEDFORD MA 01730

Ship To:
 DOS EQUIP CONTROL WAREHOUSE
 41 HAZEN DR
 CONCORD NH 03305

Phone: 629-235-2211

Agency contact: Jennifer Verville 603-223-8801

Vendor #: 568853
Contact: Adam Fricks

In accordance with Qte: IDNH-L022626-04A

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	10.00	EA	Deliver on or before June 30, 2026 unless specified by line SYSTEM CABINET IDEMIA LIVESCAN Purchase Order Summary Reference number IDNH-L022626-04A Goods Total: Order Total:	18,500.00000	185,000.00 \$185,000.00 \$185,000.00

Buyer: Jonah Rosa
Phone: 603-271-2550
Process Level: 02300

Total Amount: **\$185,000.00**

1. The State of New Hampshire engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State Proposal and the Vendor's proposal, bid or quotation, any of which are incorporated herein by reference.

2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

3. TERM. The contract and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. CONTRACT PRICE. The contract price, a payment schedule and a maximum limitation of price shall be as specified by the proposal or bid invitation and the Vendor's response. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the contractor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. DELIVERY. If the Vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may repurchase similar items from any other source without competitive process, and the original Vendor may be liable to the state for any excess costs.

If a Vendor is unable to complete delivery by the date specified, he must contact the using branch and or agency. However, the branch and or agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipment.

6. INVOICING. All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the proposal or purchase order, payment will not be due until thirty(30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received, whichever is later.

7. PERSONNEL.

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT; REMEDIES.

8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default").

8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or

8.1.2. failure to submit any report required hereunder; or

8.1.3. failure to perform any of the other covenants and conditions of this agreement.

8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1. give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty(30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

8.2.2. give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof regarding any further or other default on the part of the Vendor.

10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

12. INDEMNIFICATION. The Vendor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the state, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

12.1. PATENT PROTECTION. The Vendor agrees to indemnify and defend the State of New Hampshire from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers Right to Know Act, the Vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

14. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

15. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

17. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. ENTIRE AGREEMENT. This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

Name: Christian Henry

Signature: 

Date: 05/01/2026



11951 Freedom Drive, Suite 1800, Reston, VA 20190

March 13, 2026

Christine Shea, Chief Administrator
NH State Police, Criminal Records Unit
NH Department of Safety
33 Hazen Dr, Concord, NH 03305
Office: (603) 223-8403 | Cell: (603) 931-9262
Email: Christine.M.Shea@dos.nh.gov

Reference No. IDNH-L022626-04A

IDEMIA is pleased to provide New Hampshire State Police with the following price quote for IDEMIA's LiveScan System equipped with accepted standard New Hampshire State Police (NHSP)/ Tri-State (TS) AFIS profiles for submission directly to the Tri-State (Maine, New Hampshire, Vermont) AFIS System.

IDEMIA's fully integrated LiveScan solution provides New Hampshire State Police the following features and benefits:

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- ◆ Digital image capture of upper, lower and writer's palms, slaps and rolls
- ◆ Mug Photo Capture
- ◆ Full compliance with Tri-State AFIS, FBI IAFIS/NGI EBTS and ANSI/NIST image standards
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ All LiveScan Systems include on-site installation, training, and 1 year on-site warranty



Solution Description and Pricing

IDEMIA proposes the equipment and services described in Tables below.

Tenprint, Palm Capture – Fixed Height Cabinet

Table 1. Pricing / Maintenance

	Description	Qty	Unit Price	Extended Price
LS-F-53ED-22T LS-CSTX-NH LS-COMX-SMTP-SSL LS-COMX-POP3-SSL LS-F-MUG LS-UPS LS-IAT-CUSTOM LS-FREIGHT-CAB	IDEMIA LiveScan System Cabinet, including the following: <ul style="list-style-type: none"> • IDEMIA LiveScan System Software • FBI Appendix F Certified Tenprint/Palm 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology • Computer, Wide screen Touch screen monitor, keyboard and mouse • Ruggedized Cabinet fixed-height with foot pedal for hands free advancement • Mugshot Capture Module (Camera, Software, Housing) • UPS • Criminal, Juvenile, Civil Applicant, and Applicant profiles using standard Tri-States workflows • Installation / On-Site Training • Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement • Freight 	10	\$18,500	\$185,000
LS-F-53ED-MAINT-95 LS-X-MUG-MAINT-95	Optional Annual Maintenance: (to start after 1 st Year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	10	\$3,572	\$35,720

Current shipping is 60+ days after receipt by IDEMIA of New Hampshire State Police completed pre-install documentation, or as otherwise scheduled.

Optional Annual Maintenance Support will start immediately following the 1st Year Warranty. Annual Maintenance prices shown above are for Year 2 only. Annual maintenance pricing is subject to increase beginning in Year 3. Please contact the IDEMIA Maintenance Agreement team for pricing details: ContractMaintenance@ps-idemia.com.

Prior to placing an order with IDEMIA, New Hampshire State Police is encouraged to contact the New Hampshire State Police for authorization for connectivity to the Tri-State AFIS.

Options and Pricing

IDEMIA equipment options and pricing described in Table below.

Pricing / Maintenance

	Description	Unit Price	Annual Maintenance
LS-PRNT-M	Printer Black & White Tenprint Card, Duplexer – 1 Tray	\$1,409	\$212
LS-PRNT-M-2	Printer Black & White Tenprint Card, Duplexer – 2 Trays	\$1,648	\$248

Customer Responsibilities

New Hampshire State Police is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ◆ Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- ◆ Installation, testing and troubleshooting any network communication connections, lines and/ or New Hampshire State Police network devices.
- ◆ To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- ◆ Obtaining all required authorizations for connecting to the Tri-State AFIS.
- ◆ Completion and return of IDEMIA pre-install documentation to IDEMIA Program Team.
- ◆ Printer supplies such as ink and toner cartridges (consumables) are New Hampshire State Police responsibility. IDEMIA does not offer or resell these items.

Assumptions

In developing this price quote, IDEMIA has made the following assumptions:

- ◆ Should New Hampshire State Police desire or require the ability to interface the proposed IDEMIA LiveScan with an RMS / JMS, upon request IDEMIA will provide New Hampshire State Police an Interface Control Document (ICD) in which the New Hampshire State Police RMS/JMS vendor can use to ensure compliance for the interface. Set-up will occur at the same time as the installation of the IDEMIA LiveScan. Additional fees may occur if this set-up is requested at a later date.
- ◆ If it is determined that the RMS/JMS cannot meet the requirements of the ICD, IDEMIA will analyze and quote any specific development needs required to establish the interface between the proposed IDEMIA LiveScan and the New Hampshire State Police RMS/JMS.
- ◆ An inter-agency agreement between New Hampshire State Police, Tri-State AFIS and New Hampshire State Police will be in place.
- ◆ New Hampshire State Police will provide all necessary communication to connect to Tri- State AFIS. This includes, but is not limited to hubs, routers, modems, etc.
- ◆ LiveScan System shipment and On-site Installation Services will be scheduled after network connectivity to Tri-State AFIS has been established and verified and IDEMIA's Program team has received the completed pre-install documentation from New Hampshire State Police.

The below items are not included in the scope of IDEMIA's pricing and will be quoted based on current service rates in effect at the time of request: (a) requests for IDEMIA assistance / completion of any agency or governing body required security documentation, surveys or questionnaires; (b) requests for IDEMIA support and potential resolution of issues resulting from agency vulnerability assessments, penetration testing and/or security audits.

Additional engineering efforts by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the New Hampshire State Police's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices exclude any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days of the date of the invoice.

Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

Firm delivery schedules will be provided upon receipt of a purchase order and IDEMIA receipt of completed pre-install documentation.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however, such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

Pricing is valid through: May 31, 2026

Purchase orders should be sent to IDEMIA by electronic mail or U.S. postal mail to:

IDEMIA
14 Crosby Dr., 2nd Floor
Bedford, MA 01730
Email: Daniel.Mordecai@ps-idemia.com

Please direct all questions and order correspondence to:

Daniel Mordecai
IDEMIA Inside Sales
Email: Daniel.Mordecai@ps-idemia.com

We look forward to working with you.

Sincerely,

Christian Henry

Sr. Vice President - IDEMIA Identity & Security USA LLC

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
Software Support 9X5*	Included in Warranty	Available for purchase
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support - On-site 9X5*	Included in Warranty	Available for purchase
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
Hardware Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

*Customer local time

By signing this signature block below, New Hampshire State Police agrees to the terms and pricing stated in this price quote for the products and services as referenced above. My signature below constitutes the acceptance of this offer and authorizes IDEMIA to ship and provide these products and services.

Signature Authorization for Order:

Signature _____

Name _____

Date _____

Total Purchase Price (including any Options): \$ _____

PLEASE ENTER TOTAL ORDER AMOUNT ON THE LINE ABOVE

PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

Please provide Billing Address:

Billing Contact name _____

Telephone number () _____

Email _____

Check if Billing Address is same as Shipping Address:

Please provide Shipping Address (if different from Billing Address):

Technical Contact name _____

Telephone number () _____

Email _____

Idemia Identity & Security USA LLC Short Form Sales Agreement

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 11951 Freedom Drive, Suite 1800, Reston, VA 20190 and _____, ("Customer"), having a place of business at _____,

_____ enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated _____. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. \$_____, excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual

of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Idemia Identity & Security USA LLC ("SELLER"):

Signed _____
Name _____
Title _____
Date _____

NAME ("CUSTOMER")

Signed _____
Name _____
Title _____
Date _____

EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term “Licensor” means Idemia Identity & Security USA LLC, (“IDEMIA”); “Licensee,” means the Customer; “Primary Agreement” means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and “Agreement” means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

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

SECTION 1. DEFINITIONS

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

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

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

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

1.5 “Primary Agreement” means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

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

SECTION 2. SCOPE

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

SECTION 3. GRANT OF LICENSE

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

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee’s use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, IDEMIA will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

SECTION 4. LIMITATIONS ON USE

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

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applicable to the particular procuring agency and procurement transaction.

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11.3. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

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

11.5. **PREVAILING PARTY.** In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.



DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
CONCORD, NEW HAMPSHIRE 03301-6398

DATE: 03/24/2026

TO: CHARLES ARLINGHAUS, COMMISSIONER
 DEPT. OF ADMINISTRATIVE SERVICES

Requester: Jennifer Verville	Agency: Dept. of Safety
Commodity: Live Scan System	Vendor: Idemia
RFB/RFP/RFQ (if applicable) RQ 256223	Contract: N/A
Est. Amount: \$185,000.00	

PERMISSION IS HEREBY REQUESTED TO WAIVE THE COMPETITIVE BID REQUIREMENTS OF RSA 21-I:11, (A)(3) AND ADMINISTRATIVE RULE 600 FOR THE FOLLOWING REASONS:

The Dept. of Safety is requesting to waive the competitive bid requirements in order to purchase fingerprint scanning hardware in the amount of \$185,000.00 from Idemia. This equipment is used to capture fingerprints which is stored in a nationwide database. There are an additional 85 Live Scan Systems in use across the State. Idemia is the sole proprietor of this equipment and corresponding software.

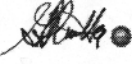
This waiver approval is contingent upon approval by the Governor and Executive Council as directed by MOP 150.

SUBMITTED FOR ACCEPTANCE BY:


Jonah L. Rosa Digitally signed by Jonah L. Rosa dn: cn=Jonah L. Rosa, o=State of New Hampshire, ou=Department of Administrative Services, c=US	Christophe R. Fuller Digitally signed by Christophe R. Fuller dn: cn=Christophe R. Fuller, o=State of New Hampshire, ou=Department of Administrative Services, c=US	Mathew T. Stanton Digitally signed by Mathew T. Stanton dn: cn=Mathew T. Stanton, o=State of New Hampshire, ou=Department of Administrative Services, c=US
.Rosa@das.nh.gov	r.Fuller@das.nh.gov	anton@das.nh.gov
2026.03.24 10:24:07 -0400	2026.03.27 10:21:00 -0400	2026.03.27 11:41:34 -0400

PA / ADMIN / DEPUTY DIRECTOR
 BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

 DN:
 cn=Gary S. Lunetta@das.nh.gov
 Date: 2026.03.30 09:09:47 -0400

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES
 ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER
 THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE
 REVISED STATUTES, ANNOTATED 21-I:14, XII.

 3.31.26
CHARLES M. ARLINGHAUS, COMMISSIONER DATE
DEPARTMENT OF ADMINISTRATIVE SERVICES



State of New Hampshire

DEPARTMENT OF SAFETY
Robert L. Quinn, Commissioner of Safety
Division of State Police



James H. Hayes Safety Building, 33 Hazen Drive, Concord, NH 03305
Telephone: 603-223-8813

Colonel Mark B. Hall
Director

March 13, 2026

Department of Administrative Services
Division of Procurement and Support Services
25 Capitol Street
Concord, NH 03301

RE: Request for Sole Source Vendor

To whom it may concern,

The Division of State Police is requesting a sole source purchase of 10 LiveScan machines through IDEMIA.

Currently the State of New Hampshire, Department of Safety has a contract with IDEMIA which has been responsible for providing the hardware, (IDEMIA's LiveScan Systems), to capture fingerprint impressions from both applicants as well as criminal offenders out in the field and is furthermore responsible for the software by which those fingerprint impressions and associated case data is being processed and ultimately submitted to the FBI for analysis, storage and accessibility nationwide. Tied to this current software infrastructure, is approximately 85 LiveScan Systems, positioned strategically statewide to maximize both applicant and offender accessibility. IDEMIA's LiveScan Systems are highly specialized and include IDEMIA proprietary hardware designs with proprietary application and customized LiveScan Software. Additionally, several components of the LiveScan System include IDEMIA patented technology. Due to the proprietary nature of the design as well as IDEMIA's exclusive ownership of the source materials, the hardware, software and functionality of the LiveScan System can be provided and supported only by IDEMIA. Specifically, IDEMIA does not have other sales channels, partners or resellers. The proposed solution (hardware, software, and support) can only be procured and implemented directly from IDEMIA, therefore, only IDEMIA hardware can be connected to IDEMIA software systems.

Respectfully submitted,

Lt. Colonel Matthew Shapiro
Department of Safety, Division of State Police



11951 Freedom Dr. Suite 1800, Reston, VA 20190

March 13, 2026

Captain Victor G. Muzzey
Commander, Justice Information Bureau
New Hampshire State Police
33 Hazen Drive
Concord, NH 03305
(603) 223-8880-Direct Line
victor.g.muzzey@dos.nh.gov

The proposed IDEMIA LiveScan Fingerprint System are highly specialized and include IDEMIA proprietary hardware designs with proprietary application and customized Software. Additionally, several components of the system include IDEMIA patented technology.

Due to the proprietary nature of the design as well as IDEMIA's exclusive ownership of the source materials, the hardware, software and functionality of the LiveScan Fingerprint System can be provided and supported only by IDEMIA.

IDEMIA's LiveScan Systems are highly specialized and include IDEMIA proprietary hardware designs with proprietary application and customized LiveScan Software. Additionally, several components of the LiveScan System include IDEMIA patented technology.

Due to the proprietary nature of the design as well as IDEMIA's exclusive ownership of the source materials, the hardware and software as well as the functionality of the LiveScan System can be provided and supported by IDEMIA only.

Specifically:

IDEMIA does not have other sales channels, partners or resellers. The proposed solution (hardware, software, and support) can only be procured and implemented directly from IDEMIA.

Should you require further assistance, please contact Daniel Mordecai

Email: Daniel.Mordecai@ps-idemia.com

Sincerely,

Christian Henry
Sr. Vice President - IDEMIA Identity & Security USA LLC