

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

January 18, 2007

CHANGE NOTICE No. 2
TO
CONTRACT NO. 071B3001017
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR ID Networks 7720 Jefferson Road Ashtabula, OH 44004 dblenman@idnetworks.com	TELEPHONE Doug Blenman (800) 982-0751
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-7374 Joan Bosheff
Contract Administrator: Betsy Pash Live Scan Equipment-Statewide/EPP	
CONTRACT PERIOD: From: October 1, 2002 To: September 30, 2007	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGES:

Effective immediately this Contract is hereby INCREASED \$276,000.00. All other terms, conditions, specifications and pricing remain unchanged.

Also please note buyer is changed to Joan Bosheff

AUTHORITY/ REASON:

Per agency request via AS-1, and Administrative Board approval on January 16, 2007.

INCREASE: \$276,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$433,451.00

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET**

November 18, 2005

**ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

**CHANGE NOTICE No. 1
 TO
 CONTRACT NO. 071B3001017
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR ID Networks 7720 Jefferson Road Ashtabula, OH 44004 dbleman@idnetworks.com	TELEPHONE Doug Blenman (800) 982-0751
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-8530 Rebecca Navai
Contract Administrator: Betsy Pash <p align="center">Live Scan Equipment-Statewide/EPP</p>	
CONTRACT PERIOD:	From: October 1, 2002 To: September 30, 2007
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGES:

Effective November 17, 2005, this contract is hereby INCREASED to \$151, 451.00. All other pricing, specifications and terms remain the same.

Also please note buyer is changed to Rebecca Navai.

AUTHORITY/ REASON:

Per vendor and DMB/ Acquisition Services

INCREASE: \$151, 451.00

TOTAL CONTRACT ESTIMATED VALUE: \$157,451.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B3001017

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR ID Networks 7720 Jefferson Road Ashtabula, OH 44004	TELEPHONE Doug Blenman (800) 982-0751 VENDOR NUMBER/MAIL CODE BUYER (517) 373-1080 Melissa Castro
Contract Administrator: Betsy Pash <p style="text-align: center;">Live Scan Equipment-Statewide/EPP</p>	
CONTRACT PERIOD: From: October 1, 2002 To: September 30, 2007	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB #071I2000331. Estimated Contract Value: \$0	

FOR THE VENDOR:

FOR THE STATE:

 Firm Name

 Authorized Agent Signature

 Authorized Agent (Print or Type)

 Date

 Signature
Melissa Castro, Buyer

 Name
Tactical Purchasing, Acquisition Services

 Title

 Date



ACQUISITION SERVICES
STATE OF MICHIGAN

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DEFINITION OF TERMS

TERMS	DEFINITIONS
Contract	A binding agreement entered into by the State of Michigan resulting from a bidder’s proposal; see also “Blanket Purchase Order.”
Contractor	The successful bidder who is awarded a Contract.
DMB	Michigan Department of Management and Budget
RFP	Request For Proposal - A term used by the State to solicit proposals for services such as consulting. Typically used when the requesting agency requires vendor assistance in identifying an acceptable manner of solving a problem.
ITB	Invitation to Bid - A generic form used by Acquisition Services to solicit quotations for services or commodities. The ITB serves as the document for transmitting the RFP to interested potential bidders.
Successful Bidder	The bidder(s) awarded a Contract as a result of a solicitation.
State	The State of Michigan For Purposes of Indemnification as set forth in section I-J, State means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.
Blanket Purchase Order	Alternate term for “Contract” used in the State’s Computer system (Michigan Automated Information Network [MAIN])
Expiration	Except where specifically provided for in the Contract, the ending and termination of the contractual duties and obligations of the parties to the Contract pursuant to a mutually agreed upon date.
Cancellation	Ending all rights and obligations of the State and Contractor, except for any rights and obligations that are due and owing.
Work Product	Work Product means any data compilations, reports, and any other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of and in furtherance of performing the services required by this Contract.



**SECTION I
CONTRACTUAL SERVICES TERMS AND CONDITIONS**

I-A PURPOSE

The purpose of this Contract is to establish pricing and service levels to assist new and existing users to purchase live scan equipment, upgrades, replacement components, or additional options to insure conformity and meet standards in electronic submission of fingerprints and mugshot images.

This is a unit price contract.

I-B TERM OF CONTRACT

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of this Contract by all parties. The Contract cover the period of approximately October 1, 2002 through September 30, 2007. The State fiscal year is October 1st through September 30th. The Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations.

I-C ISSUING OFFICE

This Contract is issued by the State of Michigan, Department of Management and Budget (DMB), Acquisition Services, hereafter known as Acquisition Services, for the State of Michigan, **Michigan State Police (MSP) - Criminal Justice Information Center (CJIC)**. Where actions are a combination of those of Acquisition Services and **MSP-CJIC**, the authority will be known as the State.

Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the prices, specifications, terms, and conditions of this Contract. All communications concerning this contractual issues must be addressed to:

Melissa Castro
 DMB, Acquisition Services
 2nd Floor, Mason Building
 P.O. Box 30026
 Lansing, MI 48909
 phone: 517-373-1080
 email: castrom@michigan.gov

I-D CONTRACT ADMINISTRATOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement, it is the Director of Acquisition Services will direct that the person named below or any other person so designated be authorized to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of this Contract implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications of the Contract. That authority is retained by Acquisition Services.



The Contract Administrator for this project is:

Betsy Pash, Administrator
MI Dept. of Community Health, Office of Drug Control Policy
320 S. Walnut Street, 2nd Floor
Lansing, MI 48913
phone: 517-241-0519
email: pashe@michigan.gov

I-E COST LIABILITY

The State of Michigan assumes no responsibility or liability for costs incurred by the Contractor prior to the signing of this Contract. Total liability of the State is limited to the terms and conditions of the Contract.

I-F CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities offered in this Contract whether or not that Contractor performs them. Further, the State will consider the Prime Contractor to be the sole point of contact with regard to contractual matters, including but not limited to payment of any and all costs resulting from the Contract. If any part of the work is to be subcontracted, the contractor must notify the state and identify the subcontractor(s), including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. The State reserves the right to approve subcontractors for this project and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract.

I-G NEWS RELEASES

News releases pertaining to this document or the services, study, data, or project to which it relates will not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the program are to be released without prior approval of the State and then only to persons designated.

I-H DISCLOSURE

All information in the Contractor's proposal and this Contract is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, *et seq.*

I-I ACCOUNTING RECORDS

The Contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three (3) years from the expiration date and final payment on the Contract or extension thereof.



I-J INDEMNIFICATION

1. General Indemnification

Upon receipt of written notice, as required herein, the CONTRACTOR shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

- a. any claim, demand, action, citation or legal proceeding against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents for any negligence or wrongful acts arising out of or resulting from (1) the services and products provided or (2) performance of the work, duties, responsibilities, actions or omissions of the CONTRACTOR or any of its subcontractors under this CONTRACT;
- b. any claim, demand, action, citation or legal proceeding against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents arising out of or resulting from a material breach by the CONTRACTOR of any representation or warranty made by the CONTRACTOR in the CONTRACT;
- c. any claim, demand, action, citation or legal proceeding against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents arising out of or related to occurrences that the CONTRACTOR is required to insure against as provided for in this CONTRACT;
- d. any claim, demand, action, citation or legal proceeding against the State, its departments divisions, agencies, sections, commissions, officers, employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the CONTRACTOR, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused by the negligence or reckless or intentional wrongful conduct of the State;
- e. any claim, demand, action, citation or legal proceeding against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents which results from an act or omission of the CONTRACTOR or any of its subcontractors in its or their capacity as an employer of a person.

2. Patent/Copyright Infringement Indemnification

The CONTRACTOR shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State by a third party to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the CONTRACTOR or its subcontractors, or the operation of such equipment, software, commodity or service, infringes any United States or foreign patent, copyright, trade secret or other proprietary



right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the CONTRACTOR shall at the Contractor's sole expense (I) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the CONTRACTOR, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to CONTRACTOR, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

3. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the CONTRACTOR or any of its subcontractors, the indemnification obligation under the CONTRACT shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclauses.

4. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of the contract with respect to any claims based on facts or conditions, which occurred prior to termination.

I-K NON INFRINGEMENT/COMPLIANCE WITH LAWS

The Contractor warrants that in performing the services called for by this Contract it will not violate any applicable law, rule, or regulation, any contracts with third parties, or any intellectual rights of any third party, including but not limited to, any United States patent, trademark, copyright, or trade secret.

I-L WARRANTIES AND REPRESENTATIONS

This Contract includes customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;



6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor has not provided any gifts, payments or other inducements to any officer, employee or agent of the State;
9. The Contractor will maintain all equipment and software for which it has maintenance responsibilities in good operating condition and will undertake all repairs and preventive maintenance in accordance with applicable manufacturer's recommendations;
10. The Contractor will use its best efforts to ensure that no viruses or similar items are coded or introduced into the systems used to provide the services;
11. The Contractor will not insert or activate any disabling code into the systems used to provide the services without the State's prior written approval;

I-M TIME IS OF THE ESSENCE

The Contractor agrees that time is of the essence in the performance of the Contractor's obligations under this Contract.

I-N STAFFING OBLIGATIONS

The State reserves the right to approve the Contractor's assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State.

The Contractor shall not remove or reassign, without the State's prior written approval any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. The Contractor agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written consent of the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation or termination of the Key Personnel's employment.

The State and the Contractor agree that the following personnel are Key Personnel for purposes of this Contract:

- Product Designer: Doug Blenman, Sr.
- Product Manager: Kevin Burke
- Research: Michael Henderson
- Lead Technical Programmer: Dean Hollister
- Customer Service Supervisor: David Moore
- Manager of Development and Project Implementation: Doug Blenman, II
- Programming Supervisor: David Zatkiewicz
- Senior Programmer: Tim Covert



I-O WORK PRODUCT AND OWNERSHIP

1. Work Products shall be considered works made by the Contractor for hire by the State and shall belong exclusively to the State and its designees, unless specifically provided otherwise by mutual agreement of the Contractor and the State. If by operation of law any of the Work Product, including all related intellectual property rights, is not owned in its entirety by the State automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to the State and its designees the ownership of such Work Product, including all related intellectual property rights. The Contractor agrees to provide, at no additional charge, any assistance and to execute any action reasonably required for the State to perfect its intellectual property rights with respect to the aforementioned Work Product.

2. Notwithstanding any provision of this Contract to the contrary, any preexisting work or materials including, but not limited to, any routines, libraries, tools, methodologies, processes or technologies (collectively, the “Development Tools”) created, adapted or used by the Contractor in its business generally, including any and all associated intellectual property rights, shall be and remain the sole property of the Contractor, and the State shall have no interest in or claim to such preexisting work, materials or Development Tools, except as necessary to exercise its rights in the Work Product. Such rights belonging to the State shall include, but not be limited to, the right to use, execute, reproduce, display, perform and distribute copies of and prepare derivative works based upon the Work Product, and the right to authorize others to do any of the foregoing, irrespective of the existence therein of preexisting work, materials and Development Tools, except as specifically limited herein.

3. The Contractor and its subcontractors shall be free to use and employ their general skills, knowledge and expertise, and to use, disclose, and employ any generalized ideas, concepts, knowledge, methods, techniques or skills gained or learned during the course of performing the services under this Contract, so long as the Contractor or its subcontractors acquire and apply such information without disclosure of any confidential or proprietary information of the State, and without any unauthorized use or disclosure of any Work Product resulting from this Contract.

I-P CONFIDENTIALITY OF DATA AND INFORMATION

1. All financial, statistical, personnel, technical and other data and information relating to the State’s operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State’s procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor’s data and information are deemed by the State to be adequate for the protection of the State’s confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this section.

2. The Contractor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Contractor without restriction, (3) information independently developed or acquired by the Contractor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Contractor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.



I-Q REMEDIES FOR BREACH OF CONFIDENTIALITY

The Contractor acknowledges that a breach of its confidentiality obligations as set forth in section I-P of this Contract, shall be considered a material breach of the Contract. Furthermore the Contractor acknowledges that in the event of such a breach the State shall be irreparably harmed. Accordingly, if a court should find that the Contractor has breached or attempted to breach any such obligations, the Contractor will not oppose the entry of an appropriate order restraining it from any further breaches or attempted or threatened breaches. This remedy shall be in addition to and not in limitation of any other remedy or damages provided by law.

I-R CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him/her from claims set forth below which may arise out of or result from the Contractor's operations under the Contract (Purchase Order), whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' disability compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' disability compensation laws of any other State the Contractor shall have insurance or participate in a mandatory State fund to cover the benefits payable to any such employee.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees, subject to limits of liability of not less than \$300,000.00 each occurrence and, when applicable \$1,000,000.00 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000.00 each occurrence for non-automobile hazards and as required by law for automobile hazards.
5. Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$300,000.00 each occurrence and when applicable, \$1,000,000.00 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under the Indemnification clause of the Contract (Purchase Order).

UPON CONTRACT EXECUTION, THE CONTRACTOR'S INSURANCE AGENCY MUST FURNISH TO THE DIRECTOR OF ACQUISITION SERVICES, ORIGINAL CERTIFICATE(S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled until at least fifteen days prior written notice bearing the Contract Number or Purchase Order Number has been given to the Director of Acquisition Services.



I-S NOTICE AND RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

I-T CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.



3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.

5. Approvals Rescinded. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Article 11, Section 5 of the Michigan Constitution of 1963, and Chapter 7 of the Civil Service Rules. Notwithstanding any other provision of this Contract to the contrary, the State Personnel Director is authorized to disapprove contractual disbursements for personal services if the Director determines that the Contract of the disbursements under the Contract violate Article 11, Section 5 of the Constitution or violate applicable Civil Service rules or regulations. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

I-U RIGHTS AND OBLIGATIONS UPON CANCELLATION

1. If the Contract is canceled by the State for any reason, the Contractor shall, (a) stop all work as specified in the notice of cancellation, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Work Product or other property derived or resulting from the Contract that may be in the Contractor's possession, (c) return all materials and property provided directly or indirectly to the Contractor by any entity, agent or employee of the State, (d) transfer title and deliver to the State, unless otherwise directed by the Contract Administrator or his or her designee, all Work Product resulting from the Contract, and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or cancellation settlement costs, to the maximum practical extent, including, but not limited to, canceling or limiting as otherwise applicable, those subcontracts, and outstanding orders for material and supplies resulting from the canceled Contract.

2. In the event the State cancels this Contract prior to its expiration for its own convenience, the State shall pay the Contractor for all charges due for services provided prior to the date of cancellation and if applicable as a separate item of payment pursuant to the Contract, for partially completed Work Product, on a percentage of completion basis. In the event of a cancellation for cause, or any other reason under the Contract, the State will pay, if applicable, as a separate item of payment pursuant to the Contract, for all partially completed Work Products, to the extent that the State requires the Contractor to submit to the State any such deliverables, and for all charges due under the Contract for any cancelled services provided by the Contractor prior to the cancellation date. All completed or partially completed Work Product prepared by the Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and the Contractor shall be



entitled to receive just and fair compensation for such Work Product. Regardless of the basis for the cancellation, the State shall not be obligated to pay, or otherwise compensate, the Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

3. If any such cancellation by the State is for cause, the State shall have the right to set-off against any amounts due the Contractor, the amount of any damages for which the Contractor is liable to the State under this Contract or pursuant to law and equity.
4. Upon a good faith cancellation, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Work Product under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

I-V EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State’s functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State’s option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable thereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor’s default or delay in performance through the use of alternate sources, workaround plans or other means.



I-W ASSIGNMENT

The Contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Acquisition Services.

I-X DELEGATION

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named in the bid unless the Director of Acquisition Services has given written consent to the delegation.

I-Y NON-DISCRIMINATION CLAUSE

In the performance of any Contract or purchase order resulting herefrom, the bidder agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The bidder further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, *et seq*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

I-Z WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at www.michigan.gov/mdcs .

I-AA MODIFICATION OF SERVICE

The Director of Acquisition Services reserves the right to modify this service during the course of this Contract. Such modification may include adding or deleting tasks that this service shall encompass and/or any other modifications deemed necessary.

This Contract may not be revised, modified, amended, extended, or augmented, except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

The State reserves the right to request from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. The Contractor shall provide a change order process and all requisite forms. The State reserves the right to negotiate the process during contract negotiation. At a minimum, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.



1. Within five (5) business days of receipt of a request by the State for any such change, or such other period of time as to which the parties may agree mutually in writing, the Contractor shall submit to the State a proposal describing any changes in products, services, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The price adjustment shall be based on a good faith determination and calculation by the Contractor of the additional cost to the Contractor in implementing the change request less any savings realized by the Contractor as a result of implementing the change request. The Contractor's proposal shall describe in reasonable detail the basis for the Contractor's proposed price adjustment, including the estimated number of hours by task by labor category required to implement the change request.

2. If the State accepts the Contractor's proposal, it will issue a change notice and the Contractor will implement the change request described therein. The Contractor will not implement any change request until a change notice has been issued validly. The Contractor shall not be entitled to any compensation for implementing any change request or change notice except as provided explicitly in an approved change notice.

3. If the State does not accept the Contractor's proposal, the State may:
 - a. withdraw its change request; or
 - b. modify its change request, in which case the procedures set forth above will apply to the modified change request.

If the State requests or directs the Contractor to perform any activities that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to so notify the State prior to commencing performance of the requested activities, any such activities performed before notice is given by the Contractor shall be conclusively considered to be In-scope Services, not New Work.

If the State requests or directs the Contractor to perform any services or functions that are consistent with and similar to the services being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the scope of the Contractor's responsibilities and charges as set forth in the Contract, then prior to performing such services or function, the Contractor shall promptly notify the State in writing that it considers the services or function to be an "Additional Service" for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing such services or functions. If the Contractor does so notify the State, then such a service or function shall be governed by the change request procedure set forth in the preceding paragraph.

IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATIONS.

I-BB NOTICES

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.



For the Contractor: **ID Networks**
 Attn: Kevin Burke
 7720 Jefferson Rd.
 Ashtabula, OH 44004

For the State: **Melissa Castro, Buyer**
 DMB, Acquisition Services
 Mason Building, 2nd Floor
 530 W Allegan
 Lansing, MI 48909

Either party may change its address where notices are to be sent giving written notice in accordance with this section.

I-CC ENTIRE AGREEMENT

This Contract shall represent the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

I-DD NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of this Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the Contract.

I-EE SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

I-FF HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

I-GG RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

I-HH UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board.



A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

I-II SURVIVOR

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor’s indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

I-JJ GOVERNING LAW

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

I-KK YEAR 2000 SOFTWARE COMPLIANCE

The vendor warrants that all software for which the vendor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

I-LL CONTRACT DISTRIBUTION

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

I-MM STATEWIDE CONTRACTS

If the contract is for the use of more than one agency and if the goods or services provided under the contract do not meet the form, function and utility required by an agency, that agency may, subject to state purchasing policies, procure the goods or services from another source.

I-NN STATE STANDARDS

1. **EXISTING TECHNOLOGY STANDARDS.** The Contractor will adhere to all existing standards as described within the comprehensive listing of the State’s existing technology standards at www.michigan.gov/dit



- 2. PM METHODOLOGY STANDARDS.** The State has adopted a standard, documented Project Management Methodology (PMM) for use on all Information Technology (IT) based projects. This policy is referenced in the document titled “Project Management Methodology” – DMB Administrative Guide Procedure 1380.02 issued June 2000. Vendors may obtain a copy of this procedure by contacting the DMB Office of Information Technology Solutions. The State of Michigan Project Management Methodology can be obtained from the DMB Office of Project Management’s website at <http://www.state.mi.us/cio/opm>.

The contractor shall use the State’s PMM to manage State of Michigan Information Technology (IT) based projects. The requesting agency will provide the applicable documentation and internal agency processes for the methodology. If the vendor requires training on the methodology, those costs shall be the responsibility of the vendor, unless otherwise stated.

- 3. ADHERANCE TO PORTAL TECHNOLOGY TOOLS.** For all projects involving e-Government, all bidders are expected to read, understand and support compliance with the provisions of Executive Order No. 2000-6 and Executive Directive 2001-1, issued by the State of Michigan, Office of the Governor.

The State of Michigan, e-Michigan Office has adopted the following tools as its Portal Technology development efforts:

- Vignette Content Management and personalization Tool
- Inktomi Search Engine
- Tivoli Directory Services (Presentation Layer)
- WebSphere Application Server
- WebSphere e-Pay Payment Processing Module

Vendors must use the Portal Technology Tools to implement web content management and deployment efforts for agencies. Tools used for web based application development must work in conjunction with Vignette and Inktomi. The interaction with Vignette and Inktomi must be coordinated with the Center of Excellence at the Office of e-Michigan.

Under special circumstances vendors that are compelled to use alternate tools must submit an exception request to the e-Michigan Office for evaluation and approval of each alternate tool prior to proposal evaluation by the State.



SECTION II

WORK STATEMENT

II-A BACKGROUND/PROBLEM STATEMENT

Since the inception of the AFIS/Live Scan program approximately 100 Live scan devices have achieved connectivity to the AFIS database.

As of June 5, 2002, County statistics show:

- 40 Counties have live scan installed (16 are submitting and 3 are testing)
- 9 Counties are scheduled for installation pending grant funding
- 34 Counties are not yet scheduled for live scan devices
- Total of 83 Counties in Michigan

The number of actual live scan devices installed throughout the State are more than double the number of live scan devices that are actually transmitting. Previously, users were left to their own resources to select a live scan vendor and achieve connectivity to the State communications line. Consequently, many users have existing live scan devices that are still not ready to transmit records to the State's database.

By allowing users to purchase equipment and optional services through the State bid process, the user is provided an alternative to rely on the expertise of the State and the Contractor when their own resources are not sufficient. In addition, by providing optional connectivity options the user should have more control over time frames and be able to achieve connectivity with the State in a shorter time frame.

The State of Michigan is striving to achieve 95% compliance of fingerprint submissions by November 1, 2002.

II-B OBJECTIVES

Michigan State Police Criminal Justice Information Center maintains databases to identify and store fingerprint and mugshot images. These database are fed from live scan devices throughout the State that electronically transmit alphanumeric descriptive data, fingerprint images, and mugshot photos.

This project is being developed to assist new & existing users to purchase live scan equipment, upgrades, replacement components, or additional options to insure conformity and meet standards in electronic submission of fingerprints and mugshot images.

Michigan State Police Criminal Justice Information Center has identified the following requirements and options:

1) LIVE SCAN EQUIPMENT

- a) Live scan device must be FBI IQS certified.
- b) Fingerprint images must meet FBI WSQ gray scale compression specifications.
- c) Electronic fingerprint images and demographic data must be captured and transmitted in accordance with the standard for the electronic interchange of fingerprint information (ANSI/NIST-ITL 1-2000) and Michigan EFTS.
- d) Must employ a multi-tasking operating system with application software providing simultaneous image capture, image printing, transmission, and record creation/editing.
- e) Must provide speed independent capture of the fingerprint images with real-time display of the fingerprint and plain impression images as they are rolled and captured on separate display monitors.



- f) Must permit the use of defined passwords that would allow for both "user-only" and "supervisory" access, including a key-lock.
- g) Must provide for site manager entry of data to tables pertaining to the site that are used for the purpose of demographic data edits associated with printing or transmission of the record.
- h) Must be equipped with an image quality assurance feature that allows supervisors or system managers to set the minimum acceptable parameters for fingerprint images. Part of the quality control will be the software for the system to do a "slap to roll" comparison to assure that each finger is rolled in its proper sequence and in its proper box.
- i) Duplex printer (allows for printing on both sides of the fingerprint card) must contain a minimum of one (1) tray feed and a manual feed.
- j) Must be able to print several types of fingerprint cards and supplemental forms that meet specific dimensions set by the User Agency and Michigan State Police from a single input.
- k) Must be able to print selected fingerprint card from on blank paper stock.
- l) Live scan device must be capable of storing 200+ records in a queue for possible retransmission or printing of the fingerprint records.
- m) Live scan device must provide user with a pop-up window notifying them of transmission error message.
- n) Live scan device should not allow a record to be retransmitted after successful transmission is received by the State.

User Optional Equipment and Add-ons:

- o) Card Scan system which allows an inked card to be scanned, data entered, and transmitted to the State. This equipment must meet the same standards as a live scan.
- p) Palm Print scanner.
- q) Desktop/portable live scan. This equipment must meet the same standards as a live scan.
- r) Additional Duplex printer (allows for printing on both sides of the fingerprint card) must contain a minimum of one (1) tray feed and a manual feed.
- s) Upgrade to Duplex printer (allows for printing on both sides of the fingerprint card) must contain a minimum of two (2) tray feed and a manual feed.
- t) Additional Duplex printer (allows for printing on both sides of the fingerprint card) must contain a minimum of two (2) tray feed and a manual feed.
- u) Uninterrupted power supply (UPS)
- v) Ability to print selected fingerprint card form on blank paper stock (see item "k" above).
- w) Additional record storage capacity available in increments of 100 (see item "l" above).

2) COMMUNICATIONS / CONNECTIVITY

The State will provide and be responsible for the communications line between the live scan and the AFIS server. The telecommunications line will either be a 56k or a T1 frame relay circuit.

- a) Live scan must support TCP/IP protocol.
- b) Live scan must use FTP when communicating with the State system for electronic fingerprint transmission.

User Optional Connectivity and Interfaces:

- c) Mugshot Interface – which meets the ANSI/NIST-ITL standards and Michigan Type-10.
- d) Booking Interface – must support the capability to interface with the local operating environments specific to the purchasing agency.
- e) Hourly rate for the Contractor to provide connectivity from the router to the live scan unit.

3) SECURITY

- a) The application must support two (2) factor authentication. The Contractor must provide information and pricing on Secure ID, Biometrics, and Certificate Authority solutions. The procured application must also have the capability to authenticate to the individual level by supporting unique sign-ons and passwords for each individual accessing the application.



- b) User IDs, passwords, and authorization codes must be stored in a secure manner. The system must also restrict access and use of administrative reports and transaction reports by user type, communications source, and individual user.
- c) Ability to support inactivity time-outs that are defined by the system administrator.
- d) Ability to require that passwords be changed on a system administrator defined time interval.
- e) The proposed system should maintain audit trail information, logging all user functions performed within the application by User ID, date, time, function type, etc. The same type of information should be logged for all administration functions performed or attempted.
- f) The procured application must support the CJIS requirements for 128-bit encryption.

4) INSTALLATION AND TRAINING

- a) Thirty (30) days prior to the installation of equipment, the Contractor must provide user site specification, which will contain at a minimum:
 - i. Power Requirements
 - ii. Space requirements
 - iii. Equipment dimensions and weight
 - iv. Air conditioning requirements
 - v. Number and type of each power receptacle
 - vi. Any other information the contractor deems necessary for the proper installation and utilization of the equipment.
- b) The Contractor will be responsible for formally notifying the State Project Manager that all equipment is fully installed, tested, and operational on a site-by-site basis.
- c) The Contractor must provide on-site training in the administration and use of the device with detailed user manuals and technical documentation.
- d) The Contractor shall provide user training materials for each live scan user site up to six (6) people (ex: 2 people per shift).

5) LIVE SCAN ACCEPTANCE

- a) The Contractor shall be responsible for preparation, in conjunction with the Project Manager, of a Live Scan Acceptance Test Plan to verify that all furnished equipment and software operates in accordance with the specifications as identified in this CONTRACT and that the requirements of the Contract have been met in full.
- b) The Live Scan Acceptance Test Plan shall include, but not be limited to, the following hardware acceptance criteria:
 - i. The hardware meets all specifications documented in this CONTRACT and is completely operational.
 - ii. All hardware and operating system components have been installed according to requirements and have been tested using hardware supplier diagnostics.
 - iii. All user devices have been tested while connected to the server.
 - iv. All connectivity has been tested.
 - v. All hardware documentation has been delivered.
 - vi. Training has been completed.
 - vii. All hardware supplier operating system software documentation has been delivered.
- c) The Live Scan Acceptance Test Plan shall include, but not be limited to, the following software acceptance criteria:
 - i. The software is operating in accordance with the specifications and requirements as documented in this CONTRACT.
 - ii. All software documentation has been delivered.
- d) The Live Scan Acceptance Test Plan shall include, but not be limited to, the following final system acceptance criteria:
 - i. Satisfactory quantitative performance as specified in this CONTRACT has been met.



- ii. Satisfactory quantitative performance as specified in the approved Live Scan Acceptance Test Plan document has been met.
- iii. All required deliverables have been provided to and accepted by the user agency.

6) SERVICE AND SUPPORT

- a) Hardware warranty:
 - i. All hardware to be free from defects for a period of one (1) year from the date of final system acceptance plan.
 - ii. All required repairs or replacements, including parts and labor, at no expense to the user for a period of one (1) year from the date of final system acceptance.
 - iii. Routine preventive maintenance for a period of one (1) year from the date of final system acceptance.
- b) Software warranty:
 - i. All software to be free of defects or imperfections that prevent performance as specified herein for a period of one (1) year from the date of final live scan acceptance.
 - ii. Correction, at the Contractor's expense, of errors found during this warranty period including all software upgrades, patches, etc.
- c) Hardware maintenance:
 - i. The Contractor must make optional hardware maintenance agreements available for purchase by the user.
 - ii. The Contractor must provide remedial and preventive maintenance for all hardware and software at each individual live scan user site.
 - iii. Telephone assistance within two (2) hours.
 - iv. On-site response within twenty-four hours, as necessary.
- d) Software support:
 - i. Shall include all updates, revisions, new versions, and patches.
 - ii. Must provide a remote diagnostic capability to assist in vendor resolution of technical support problems.
 - iii. The Contractor must provide backup provisions and data recovery functions with detailed manual and supporting documentation.
 - iv. On-site problem correction twenty-four (24) hours per day.
 - v. Problem resolution time of eight (8) hours or less.
 - vi. The Contractor must make optional software maintenance agreements available for purchase by the user.
- e) Help desk:
 - i. The Contractor shall provide a live scan help desk.
 - ii. The help desk shall be available via a toll-free telephone number.
 - iii. The help desk shall be accessible 24 hours per day, 7 days per week.
 - iv. When a user's call to the help desk requires escalation to resolve a problem, the help desk shall be the conduit for obtaining problem resolution (i.e. the user shall not be instructed to contact a technician at another number for problem resolution).

II-C TASKS

1. Contractor shall determine user agency's needs and optional features.
2. Contractor shall develop and submit detailed work plan.
3. Contractor shall provide user with site specifications and preparation procedures prior to system delivery and configuration.
4. Contractor shall create any necessary edit tables and selection menus.
5. Contractor shall install live scan device and interface with booking and/or mugshot system.
6. Contractor will provide on-site training.



7. Contractor shall advise and assist local agencies with any issue related to installation and connectivity.
8. Contractor will notify MSP-CJIC of new installation site.
9. Contractor shall establish connectivity to State communications line.
10. Contractor shall assist in testing interfaces and transmission test records to State.

II-D PROJECT CONTROL AND REPORTS

1. Project Control

- a. The Contractor will carry out this project under the direction and control of the MSP-CJIC.
- b. Although there will be continuous liaison with the Contractor team, the client agency's project director will meet biweekly, either in person or via teleconference with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.
- c. The Contractor will submit brief written biweekly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the client agency's project director; and notification of any significant deviation from previously agreed-upon work plans. A copy of this report will be forwarded to the named buyer in Acquisition Services.

2. Reports

- a. Project Delay Reporting
 The Contractor will immediately bring to the attention of the contract administrator any activity or problem which would appear to cause a delay in the proposed delivery schedule. A written report shall be prepared which identifies:
 1. The impact of such delay(s).
 2. The reason for the delay.
 3. What corrective action is available.
 4. Recommendation on action.
 5. New schedule showing new dates.
 6. Cost (if any) resulting from delay.
- b. New Live Scan Installation sites
 Within 10 days of the installation, the Contractor shall submit a written report identifying:
 1. Name of Agency
 2. Contact Person and telephone number
 3. Agency Address
 4. Quantity
 5. Model
 6. Description of devices
 7. IP addresses
 8. Mugshot availability
 9. Prosecutor notification available



II-E PRICE PROPOSAL

All prices/rates in this Contract are firm for the duration of the Contract. No price changes will be permitted. See Appendix A and B.

II-F CONTRACT PAYMENT

Payment will be arranged between the ordering agency and the Contractor. Contractors should be aware that agencies that are purchasing with grant funds provided by the Michigan Department of Community Health, Office of Drug Control Policy, will be paid on the following schedule:

- 25 % when grant application, agreement, and security plan accepted by MSP
- 25 % at Criminal Justice Information System (CJIS) Policy Council approval and successful connectivity check
- 25 % upon delivery and installation of approved live scan equipment
- 25 % at successful submission of complete record builds.

Contractors can expect all ordering agencies to use the same payment schedule.



APPENDIX A - PRICING

Mandatory Items Comparative Price Response Form:

	Item Description	Unit Price
Base System	Part Number: FR2002-Base-MI	
Base Live scan System	<p>FingerRoll Live scan Booking System, FBI Compliant, with Photo Capture software, optical scanner, and platen kit. Also includes FREE Fingerprint History (20,000 10-prints), Photo History, and Data History in an online data base, with search, retrieve, reprint, and export functions. Also includes FREE demographic data import to eliminate double typing of arrest/booking data, UPS Power supply</p> <p>(FBI IQS Appendix F Certified) MSP and ANSI/NIST-ITL 1-2000 EFTS certified, FBI WSQ compression, Fingerprint image quality control system, Automatic “slap to roll” sequence checking, FBI certified Duplex Printer with tray feed and manual feed (network version)</p> <p>The following MSP EFTS Transaction types are delivered as standard with each FingerRoll Live scan:</p> <p>FingerRoll contains all current MSP required Types of Transactions (TOT’s) including MAP Michigan Applicant Civil, NFUF Non Federal Applicant User Fee, CAR Michigan Criminal Arrest, CAR Michigan Criminal Build with Court Segment, CAR Michigan Criminal ID and AMN Michigan Amnesia Victim.</p>	\$28,995
Card Printing	<p>The following printed Tenprint cards and supplemental. Included forms are delivered standard with each FingerRoll live scan:</p> <p>MI RI-7 MI RI-8 FBI Applicant FD-258 FBI Criminal FD-259 FBI Personal ID FD-353 MI RI-7 Arrest Supplemental Form Court Sentence Booking Supplemental Form</p> <p>(All are printed to blank FBI card stock and 8-1/2” x 11” paper stock from a single card feed tray).</p>	Included
Other Items	LAN Card for network connection to MSP LEIN router	Included
Shipping	Shipping, FOB Customer location	Included
State EFTS	Michigan AFIS, EFTS Submission, LEIN Network	Included
Delivery, Install, Training, and	Delivery, Installation, Training – One day Onsite – Travel included	Included
Travel Service – 1 st year	First Year Annual Service Support and Maintenance, to include full coverage for all equipment and software being provided	Included



Optional Items Comparative Price Form:

Item	Description	Cost
CS	Card Scan System – Installed and Trained	\$18,895
PS	Palm Print Scanner – Installed and Trained	\$18,000
PORT	Desktop/Portable live scan – Additional Incremental Cost	None
DUP1	Additional Duplex Printer 1 tray feed and one manual feed	225
DUP2	Additional Duplex Printer 2 tray feed and one manual feed	225
Import	Live Scan direct demographic data import of MSP EFTS Type 2 record to Live scan from agency local booking/arrest record system vendor	Included
LANC	LAN Card for network connection to local agency booking computer/LAN for demographic interface	Included
MS-Import	Existing Agency Mugshot System Type 10 Image Import Interface	Included
MS-Capture	Digital Mugshot Type 10 Capture Software Application, Includes front, Profile, w/wo glasses, Additional Scars Marks, Tattoos & Others	Included
MS-Submit	MSP Digital Image Type 10 EFTS Submission module to State AFIS with tenprint transmission	Included
TOT	Cost per each additional fingerprint transaction type (TOT) not required as mandatory	\$795/day
O-Form	Cost per each additional Tenprint output form for those not required as mandatory (to be printed on blank FBI Card Stock)	\$795/day
S-ID	Secure ID (If this is standard security system, with user ID and password, then there is no charge).	TBD
BIO	Biometric Log-on	\$995 pending spec
Cert	Certificate of Authority Solution	TBD, pending spec
HR-Router	Hourly technical service rate to provide connectivity from the router to the live scan unit	\$100
HR-FS	Hourly rate for additional technical field services for integration, training, field service	\$100
Storage	Additional and permanent, live scan record storage capacity in increments of 100 (for data, photos, and fingerprints)	Included to 20,000+ records
Pros	Local Prosecutors AIRBS compliant electronic inquiry with MSP Type 2 CTN, TCN, OCA, state provided SID and other required demographic data via secure Web enabled viewer.	Included
E-Pros	Automated FingerRoll live scan AIRBS E-mail notifications to Prosecutor, arresting agency and Clerk of Court	\$2,500
UPS	Uninterrupted Power Supply (UPS) – Minimum 20 minutes UPS for full system load	Included
Base-Service	Annual service for the FingerRoll Base System – subsequent years	\$3,495, prepaid annually
Service	What is the basis or calculation of Additional Annual Service Support and Maintenance contract for optional items?	10% of Price per year, prepaid annually



Backup	Automated Live scan Data Back up Drive & Utility	Included
Install	Additional installation Services (Non-Standard) Installation of network cable and wall jack from LEIN Router to Live scan location.	\$795 Day plus per-diem
Touch	17" Touch screen monitor	\$995
Camera	Hi-Resolution, color camera kit, with R/T capture, remote control, lights, dimmer, camera controls in software, camera mount, and paint	\$2,195
Lineups	Investigative Photo lineups, with classifications and searches	\$2,995 for first license, \$250 per WS thereafter



APPENDIX B
ADDITIONAL INFORMATION

IDN has a ruggedized cabinet solution for the Livescan. The cabinet includes a Touchscreen monitor and UPS system. The selling price for this particular unit is \$3,995.

IDN also offers two rugged carrying cases that are foam lined. The hand held case is priced at \$180 and a case on wheels is \$450.