Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE **OF MICHIGAN**
DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET **December 9, 2010**
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B0200189

(Replaces 071B7200080)

between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR **NEC Corporation of America** **10850 Gold Center Drive, Suite #200** **Rancho Cordova, CA 95670** **Email: Chuck.Thomas@necam.com**	TELEPHONE Chuck Thomas **(630) 694-5533** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-3215 **Steve Motz**
Contract Compliance Inspector: Barb Suska **Automated Fingerprint Identification System – DIT/MSP**	
CONTRACT PERIOD: From: **April 30, 2010** To: **December 31, 2011**	
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION: **Estimated Contract Value: $4,675,442.96**	

NATURE OF CHANGE(S):

Effective January 1, 2011, this contract is hereby INCREASED by $1,318,009.00 and EXTENDED for one year to December 31, 2011. New pricing and quotes for this change are attached. All other terms, conditions, and specifications remain unchanged.

AUTHORITY/REASON(S):

Per agency request, vendor agreement and Administrative Board approval on 12/7/2010.

INCREASE: $1,318,009.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: $6,130,811.96

071B0200189
Change Notice No. 2
Signature Block

FOR THE VENDOR:	**FOR THE STATE:**
NEC Corporation of America	
Firm Name	Signature
	Seleana Samuel, Acting Manager
Authorized Agent Signature	Name
	Contract Administration Unit
Authorized Agent (Print or Type)	Title
Date	Date

NEC
NEC Corporation of America

NEC Corporation of America
Central Region
500 Park Blvd., suite 901
Itasca, IL 60143
630-694-5533 Office
630-694-5533 FAX

NEC Corporation of America
Identification Solutions Division
US Headquarters
10850 Gold Center Drive, Suite 200
Rancho Cordova, CA 95670

October 28, 2010

Scott L. Blanchard, Manager
Identification Section
AFIS/Live Scan Automated Reporting
Criminal Records Division
Michigan State Police
333 S. Grand Avenue
Lansing, Michigan 48933
517-241-0620

RE: Extension & Additions to Contract Number 071B0200189 ("Contract") between Michigan State Police ("MSP") and NEC Corporation of America ("NEC").

Dear Mr. Blanchard:

I am responding to your request for approval to exercise the option to add funding and time to Contract 071B0200189. NEC has submitted change orders and proposals for additional equipment and services to MSP.

- Maintenance for February 1, through December 31, 2011 $389,445.00
- MSP-2010-002 Upgrade to the quality control (QC) edit. $ 24,380.00
- MSP-2010-003 Disaster Recovery (DR) system. $ 58,699.00
- Quote 2215 GWS-TVN Workstation. $ 81,716.00
- Quote 2215 Seven monitors and dual video cards. $ 3,892.00
- Quote 2216 GWS-V (add Ten-print/NSW Functionality. $ 215,923.00
- Quote 2217 Additonal MID (Mobile ID) Units. $500,014.00
- MSP-2010-001 Mobile ID workflow Change. $ 43,940.00

Total amount added $1,318,009.00

When services identified in the NEC change order(s) and quote(s) are actually drawn from the Contract, NEC and MSP will submit a mutually agreed Statement of Work ("SOW").

NEC agrees to extend the Contract from 1/1/2011 through 12/31/2011 and approves the above items to be added to this Contract.

If you have any questions or comments please contact me at 630-694-5533 or via e-mail at chuck.thomas@necam.com. Thank you for your time and consideration

Sincerely,

Chuck Thomas

Chuck Thomas
National Sales Director

NEC AFIS PROJECT CHANGE ORDER

NEC Corporation of America, Inc.

Use additional sheets as necessary

Seq. # MSP–2010-002 (r1)

Project Name: Michigan State Police QC edit upgrade

1. Change Requested:
MSP has requested an upgrade to the QC edit process so that when type 4 fingerprint data is re-sequenced that change is saved, archived and forwarded to the FBI. Currently the type 4 updates are saved only in the local AFIS system.

2. Original Request Date: October 20, 2010

3. Target Implementation Date:

4. Sales Manager: Chuck Thomas

5. Project Manager: Laylin Johnson

6. Recommendation:

7. Resources Required: NECAM and NEC/Tokyo

8. Estimated Time to Complete: 60-90 days from receipt of PO

9. Considerations:

10. Resolution:

- ☐ Accept
- ☐ Accept with changes as above
- ☐ Contract Amendment required
- ☐ Quality Assurance review after major changes
- ☐ Quality assurance review after redevelopment
- **X** Total Billable at **$24,380**

11. Reviewed by: Greg Uher
NEC technical manager: NEC/T NECAM

Customer Approval:	**NEC Approval:**
	Chuck Thomas
Signature	**Signature**
Title **Date**	**Client Solutions Manager** **10/20/10**
	Title **Date**

NEC AFIS PROJECT CHANGE ORDER

NEC Corporation of America, Inc.

Use additional sheets as necessary

Seq. # MSP–2010-003 (r1)

Project Name: Michigan State Police DR System

1. Change Requested:

MSP would like a DR system that uses the FBI for all Tenprint searches. All Livescan would feed MSP's backup landing server. The landing server would be modified to place the NIST record into an input directory and save the NIST record to an external storage device. A new service/script would pick the NIST record from the input directory, forward it to the FBI, receive results from the FBI and save those results to a external storage device.

MSP would like a DR system that uses the FBI for all latent searches. The users would use the ULW software on their current GWS and send latent searches through a DR ULW server. This service could reside on the Landing Server (Linux) or on the external storage device.

2. Original Request Date: October 20, 2010

3. Target Implementation Date:

4. Sales Manager: Chuck Thomas

5. Project Manager: Laylin Johnson

6. Recommendation:

7. Resources Required: NECAM and NEC/Tokyo

8. Estimated Time to Complete: 90-120 days from receipt of PO

9. Considerations:

10. Resolution:

- ☐ Accept
- ☐ Accept with changes as above
- ☐ Contract Amendment required
- ☐ Quality Assurance review after major changes
- ☐ Quality assurance review after redevelopment
- **x** Total Billable at ***see attached price sheet***

11. Reviewed by: Greg Uher

NEC technical manager: NEC/T NECAM

Customer Approval:	NEC Approval:
	Chuck Thomas
Signature	Signature
Title Date	Client Solutions Manager 10/20/10 Title Date

NEC

NEC CORPORATION OF AMERICA

QUOTE

10850 Gold Center Drive, Suite 200
Rancho Cordova, Ca 95670
Tel: (916) 463-7000
Fax: (916) 463-7041

Chuck.Thomas@necam.com

Date of Quotation: 10/20/2010
EXPIRATION DATE: 1/18/2011
Quote # 2112

Sales Person:	Quote Issued to: Michigan State Police	Delivery Date
Chuck Thomas	Scott Blanchard	
Payment Terms:	**Shipping Address:**	**Shipping Method**
Due Upon Completion		
Customer ID:	**Billing Address:**	**Shipping Terms**

MSP - Disaster Recovery (MSP-2010-003)

Quantity	AFIS Component	MFR	Item	Item Description	Unit Price	Line Total	Annual HW/SW Maintenance
1	Landing Server		Landing Server	Landing Server to be provided and maintained by customer	-	-	-
1	Storage Server	Dell	PowerEdge R610 Rack Mount	*Chassis for Up to Six 2.5-Inch Hard Drives *Windows Server 2008 R2, Standard Edition,x64, Includes 5 CALS *12GB Memory (6x2GB), 1333MHz Single Ranked RDIMMs for 2 Procs, Optimized *Intel® Xeon® X5670, 2.93Ghz, 12M Cache,Turbo, HT, 1333MHz Max Mem *Intel® Xeon® X5670, 2.93Ghz, 12M Cache,Turbo, HT, 1333MHz Max Mem *PERC 6/i SAS RAID Controller, 2x4 Connectors, Internal, PCIe, 256MB Cache *2x Broadcom 5709 Dual Port 1GbE NIC w/TOE iSCSI, PCIe-4 *DVD ROM, SATA, Internal *RAID 5 for H700 or PERC 6/i Controllers *High Output Power Supply, Redundant, 717W *40GB Microsoft OS Partition Override *(5) 300GB 10K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive	$12,233	$12,233	$979
1	Rack, KVM Switch	Dell	2420 24U Rack	*Dell 2420 24U Rack with Doors and Side Panels, Ground Ship, NOT for AK / HI *1U KMM Console with Touchpad, Keyboard and 17 LCD, Rapid Rails *PDU Power Cord L5-20P to C19, 20A, 125V, 3.7m *PDU,Metered,16A,120V,(12)5-15R,Half-Height,input cord not included *PowerEdge 180AS 8 Port Keyboard/Video/Mouse Analog Switch, 180AS	$3,374	$3,374	$270
1	8 Port Network Switch	Dell	PowerConnect 2808	PowerConnect 2808, 8 1GbE PortWeb Managed	$900	$900	$72

1		ArGo Soft	ArGoSoft Mail Server .NET	# Full support of SMTP/ESMTP, POP3, IMAP protocols, and complete direct delivery service via MX records, smart server, or our relay service; # Unlimited users and domains; # SMTP extensions SIZE, DSN, PIPELINING, VRFY, ETRN...: # Archiver - completely transparent archiving of all messages that go through server; # Shared Folders - accessible via IMAP and web interface;	$188	$188	$15
1		NEC	Livescan Interface	Livescan Interface	$8,334	$8,334	$1,500
					Subtotal	$25,029	$2,836
					NEC System Implementation (Includes Shipping)	$33,670	
					TOTAL	$58,699	$2,836

Maintenance and Warranty

- 24 X 7 Support
- 2 Year Warranty

Quotation prepared by: Chuck Thomas

This is a quotation on the goods named, subject to the conditions noted below:

- *Quote is valid for 90 days after submission*
- *The price does not include applicable State /Federal taxes*
- *Configuration may change due to current best practices and equipment availability.*

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

NEC

NEC CORPORATION OF AMERICA

QUOTE

10850 Gold Center Drive, Suite 200
Rancho Cordova, Ca 95670
Tel: (916) 463-7000
Fax: (916) 463-7041

Chuck.Thomas@necam.com

Date of Quotation:	1020/2010
EXPIRATION DATE:	**1/18/2011**
Quote #	2215

Sales Person:	**Quote Issued to:** Michigan State Police	**Delivery Date**
Chuck Thomas	Scott Blanchard	
Payment Terms:	**Shipping Address:**	**Shipping Method**
Due Upon Completion		
Customer ID:	**Billing Address:**	**Shipping Terms**

MSP GWS-TVN Workstation (with Dual Monitor Setup) and 7 Monitor (with video cards) Option

Quantity	MFR	Item	Item Description	Unit Price	Line Total	Annual HW/SW Maintenance
1	Dell	Optiplex 960 Mini-Tower	OptiPlex 960 Minitower Base Standard PSU OptiPlex 960, Core 2 Duo E8600 with VT/3.33GHz,6M,1333FSB 2GB,Non-ECC,800MHz DDR2,2X1GB OptiPlex Dell QuietKey Keyboard, No Hot Keys, No Palmrest, English, OptiPlex Integrated Video,GMA 4500,Dell OptiPlex 760,960 and 980 160GB SATA 3.0Gb/s and 8MB Data Burst Cache,Dell OptiPlex755 Windows 7 Professional Downgrade to XP Professional SP3, Media, Optiplex, English 16X DVD-ROM SATA,Data Only Dell OptiPlex 760 Desktop and Minitower Cyberlink Power DVD 8.3,with Media, Dell Relationship LOB	$1,942	$1,942	$4,800
1	Dell	Monitor	Dell UltraSharp 2007FP, Standard, 20in Viewable Image Size, HAS, VGA/ DVI, CLIENT	-	Included	-
1	Dell	Monitor	Dell UltraSharp 2007FP, Standard, 20in Viewable Image Size, HAS, VGA/ DVI, CLIENT	$390	-	$31
1	Epson	Flat bed scanner	Epson v700 Flatbed Scanner (USB 2.0)	$660	$660	-
1	HP	B & W Laser Printer	HP 3015D (USB 2.0 Direct Connect) Laser Printer	$623	$623	-
1	Belkin	Printer cable	Belkin Pro Series USB 2.0 Printer Cable	$10	$10	-
1	Windows	Client License	CAL	$36	$36	-
1	Aware	NISTPack	Aware NISTPack for Workstation	$548	$548	-
1	Mentalix	Runtime API	Mentalix Runtime API for V700 scanner (IQS Certification Compliance)	$2,125	$2,125	-
1	NEC	GWS-TVN-CORE -FP	Global Workstation (TVN - Finger and Palm) License	$65,000	$65,000	-
				Subtotal	$70,944	$4,831
				NEC System Implementation (Includes Shipping)	$10,772	
				TOTAL	$81,716	$4,831

MSP - 7 Monitors with Video Card

Quantity	AFIS Component	Item	Item Description	Unit Price	Line Total	Annual HW/SW Maintenance
7		Monitor	Dell UltraSharp 2007FP Flat Panel with Height Adjustable Stand,20.0 Inch VIS,OptiPlex and Precision,Custom	$390	$2,730	$217
7		Dual DVI Video Card	256MB nVidia GeForce 9300 GE Dual DVI/ VGA and TV Out,Full Height,Dell OptiPlex,Customer Install	$88	$616	$49
				Subtotal	$3,346	$266
				Shipping	$546	
				TOTAL	**$3,892**	**$266**

Quotation prepared by: Chuck Thomas

Maintenance and Warranty

- 24 X 7 Support
- 2 Year Warranty

This is a quotation on the goods named, subject to the conditions noted below:
- *Quote is valid for 90 days after submission*
- *The price does not include applicable State /Federal taxes*
- *Configuration may change due to current best practices and equipment availability.*

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

NEC

NEC CORPORATION OF AMERICA

QUOTE

10850 Gold Center Drive, Suite 200
Rancho Cordova, Ca 95670
Tel: (916) 463-7000
Fax: (916) 463-7041

Chuck.Thomas@necam.com

Date of Quotation:	10/20/2010
EXPIRATION DATE:	**1/18/2011**
Quote #	2216

Sales Person:	**Quote Issued to:** Michigan State Police	**Delivery Date**
Chuck Thomas	Scott Blanchard	
Payment Terms:	**Shipping Address:**	**Shipping Method**
Due Upon Completion		
Customer ID:	**Billing Address:**	**Shipping Terms**

Michigan State Police - GWS-V (Add Tenprint / NSW Functionality)

Quantity	MFR	Item	Item Description	Unit Price	Line Total	Annual HW/SW Maintenance
4			Customer to use existing workstation. Maintenance upgraded to GWS-TVN. New annual maintenance cost $4,800 per unit	-	-	$19,200
4	Dell	Flat bed scanner	Epson v700 Flatbed Scanner (USB 2.0)	$660	$2,640	-
4	Mentalix	Runtime API	Mentalix Runtime API for V700 scanner (IQS Certification Compliance)	$2,125	$8,500	-
4	NEC	GWS-TVN- UPG-FP	GWS V - (Add Tenprint / NSW Functionality - Finger & Palm)	$42,500	$170,000	-
				Subtotal	$181,140	$19,200
				NEC System Implementation (Includes Shipping)	$34,783	
				TOTAL	**$215,923**	**$19,200**

Quotation prepared by: Chuck Thomas

This is a quotation on the goods named, subject to the conditions noted below:
- *Quote is valid for 90 days after submission*
- *The price does not include applicable State /Federal taxes*
- *Configuration may change due to current best practices and equipment availability.*

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Maintenance and Warranty
- 24 X 7 Support
- 2 Year Warranty
- **Customer to use existing workstation. Maintenance upgraded to GWS-TVN. New annual maintenance cost $4,800 per unit**

NEC

NEC CORPORATION OF AMERICA

QUOTE

10850 Gold Center Drive, Suite 200
Rancho Cordova, Ca 95670
Tel: (916) 463-7000
Fax: (916) 463-7041

Chuck.Thomas@necam.com

Date of Quotation:	10/21/10
EXPIRATION DATE:	**1/19/2011**
Quote #	2217

Sales Person:	**Quote Issued to:** Michigan State Police	**Delivery Date**
Chuck Thomas	Scott Blanchard	
Payment Terms:	**Shipping Address:**	**Shipping Method**
Due Upon Completion		
Customer ID:	**Billing Address:**	**Shipping Terms**

MSP Additional MID Units (L1 IBIS) with Blackberry Application

Unit Price for Hardware

Quantity	MFR	Item	Item Description	Unit Price	Annual HW/SW Maintenance
1	L1	IBIS-EXTREME	IIBIS Handheld, Rugged. Designed to IP-54 and MIL-STD-810F requirements. Unit does NOT include magnetic stripe or 2-D barcode reader. Provides a Bluetooth connection to a customer provided platform. Includes power supply and four AAA Ni-MH rechargeable batteries. Order L-1 application software RDT4-SW-xxx (IBIS, WSQ, and VPN) separately. If the order includes L-1 application software the order also MUST INCLUDE software installation RDT4-SW-IAT. Includes one year warranty; 24/7 help desk with spare in the air. Add IBIS-EXTREME-HW-MHD for extended coverage, HW only. Add IBIS-EXTREME-HW-SW-MHD for extended coverage if quote includes Identix Software.	$1,994	$275
1	L1	RDT4R-HOLSTER-L	HOLSTER,IBIS EXTREME,LOOP	$99	-

Unit Prices for Application License (based on Quantity Purchased)

Quantity	MFR	Item	Item Description	Unit Price	Annual HW/SW Maintenance
1	NEC	MobileID CL(0-49)	MobileID Client Licenses (0-49 Devices)	$225	$41
1	NEC	MobileID CL(50-99)	MobileID Client Licenses (50-99 Devices)	$210	$38
1	NEC	MobileID CL(100-249)	MobileID Client Licenses (100-249 Devices)	$190	$34
1	NEC	MobileID CL(250-499)	MobileID Client Licenses (250-499 Devices)	$175	$32
1	NEC	MobileID CL(500-999)	MobileID Client Licenses (500-999 Devices)	$165	$30
1	NEC	MobileID CL(1,000+)	MobileID Client Licenses (1,000+ Devices)	$150	$27

Total Price by Quantity Increments*

# Units	Total Price	Annual HW/SW Maintenance
42	**$100,529**	**$13,272**
84	**$199,799**	**$26,292**
127	**$299,537**	**$39,243**
170	**$400,954**	**$52,530**
212	**$500,014**	**$65,508**

*Includes System Implementation and Shipping/Handling

Maintenance and Warranty

- 24 X 7 Support
- 2 Year Warranty

Quotation prepared by: Chuck Thomas

This is a quotation on the goods named, subject to the conditions noted below:

- *Quote is valid for 90 days after submission*
- *The price does not include applicable State /Federal taxes*
- *Configuration may change due to current best practices and equipment availability.*

To accept this quotation, sign here and return: _____

NEC Empowered by Innovation

551-11-048

NEC AFIS PROJECT CHANGE ORDER

NEC Corporation of America, Inc.

Use additional sheets as necessary

Seq. # MSP-2010-001 (r1)

Project Name: Michigan State Police Mobile ID workflow change

1. Change Requested:
MSP has requested that NEC update the MID FLOW so that all TPIS transactions are sent to the FBI RISC system. Receive the result from RISC and place it in the designated out directories for the MID servers to pick up and return/display the results to the end user. MID Server would have to be updated to handle/return the RISC hit no-hit message to the hand held device.

   1. Landing servers would pick up TPIS transaction and convert them to RPIS and place them in an input directory to be forwarded to the RISC system.
   2. A process would be developed to pick up the transaction from the input directory, send them to the RISC system, retrieve the RPISR response and place them in the out directory on the landing server for the MID server to pick up. All sending and receiving of the RPIS and RPISR messages will be logged for MSP so they can pick them up for reporting purposes.
   3. The NEC MID server would pick up the RPISR response from the out directory and return/display the results to the end user.

2. Original Request Date: October 20, 2010	3. Target Implementation Date:
4. Sales Manager: Chuck Thomas	5. Project Manager: Laylin Johnson

6. Recommendation:

7. Resources Required: NECAM and NEC/Tokyo

8. Estimated Time to Complete: 60-90 days from receipt of PO

9. Considerations:

10. Resolution:

- ☐ Accept
- ☐ Accept with changes as above
- ☐ Contract Amendment required
- ☐ Quality Assurance review after major changes
- ☐ Quality assurance review after redevelopment
- X Total Billable at $43,940

11. Reviewed by: Greg Uher
NEC technical manager: NEC/T NECAM

Customer Approval:	NEC Approval:
	Chuck Thomas
Signature	Signature
Title Date	Client Solutions Manager 10/20/10 Title Date

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

May 4, 2010

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B0200189

(Replaces 071B7200080)

between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR **NEC Corporation of America** **10850 Gold Center Drive, Suite #200** **Rancho Cordova, CA 95670** **Email: Chuck.Thomas@necam.com**	TELEPHONE Chuck Thomas **(630) 694-5533** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-3215 **Steve Motz**
Contract Compliance Inspector: Barb Suska **Automated Fingerprint Identification System – DIT/MSP**	
CONTRACT PERIOD: From: **April 30, 2010**	To: **December 31, 2010**
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION: **Estimated Contract Value: $4,675,442.96**	

NATURE OF CHANGE(S):

Effective immediately this contract is amended to include additional services as outlined in the attached. The contract is also INCREASED by $137,360.00. All other terms, conditions, and specifications remain unchanged.

AUTHORITY/REASON(S):

Per agency request, vendor agreement and Administrative Board approval on 5/4/2010.

INCREASE: $ 137,360.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: $4,812,802.96

NEC
NEC Corporation of America

NEC Corporation of America
Central Region
500 Park Blvd., suite 901
Itasca, IL 60143
630-694-5533 Office
630-694-5533 FAX

NEC Corporation of America
Identification Solutions Division
US Headquarters
10850 Gold Center Drive, Suite 200
Rancho Cordova, CA 95670

December 16, 2009

Mr. Scott L. Blanchard
Identification Section
AFIS/Live Scan Automated Reporting
Criminal Records Division
Michigan State Police
106 W. Allegan
Lansing, Michigan 48933
Phone: 517-322-5173

RE: Additions to contract 071B7200080 between the State of Michigan and NEC Corporation of America.

Dear Mr. Blanchard:

I am responding to your request for approval to add items to contract 071B7200080.

NEC agrees to allow NEC change order MSP-2009-007r2 dated December 16, 2009 (Request Date) to be added to the contract. This change order will provide modifications to the MSP AFIS to allow electronic Mobile ID submissions to AFIS utilizing a new TPIS workflow that is specific for Mobile ID.

This change order will add $106,960 to the contract value.

If you have any questions or comments please contact me at 630-694-5533 or via e-mail at chuck.thomas@necam.com. Thank you for your time and consideration

Sincerely,

Chuck Thomas

Chuck Thomas
National Sales Director

PROJECT CHANGE ORDER

NEC Corporation of America

Use additional sheets as necessary

Seq. # MSP-2009-007r2

Project Name: MSP Mobile ID enhancements to AFIS

1. Change Requested:

1. MSP requests that AFIS be made Mobile ID ready. This includes a specific lights-out workflow and TOT (TPIS). Please see attached workflow diagram.
2. MSP anticipates up to 200 MID 1: N searches per day. MSP has a limited budget so there will be no response time guarantee.
3. For this project the MSP AFIS will communicate with the L1 workflow manager (S&F) using (NATMS) connection to the S&F. All MID devices will use the same device ID (first 2 characters of the TCN), but each device will populate the 2.067 field with a serial number. This 2.067 field will be displayed on the AFIS job queue in the remarks column. Mandatory fields will be TCN, serial number and create date.
4. The AFIS workflow will be lights out with a separate adjustable threshold for TPIS transactions for the following:

   Hit (Score Example > 5000)
   UTD (Score Example > 1000 and < 5000)
   No Hit (Score Example < 1000)

5. MSP also requires an interface to the DataWorks *Plus* mugshot repository (MSP SNAP) to retrieve a mugshot and certain demographic data for Hit candidates as well as up to 5 UTD candidates (based on threshold).
6. The demographic data returned from the MSP SNAP system will include name, race, sex, DOB.
7. The entire package sent back in the response for HIT or UTD candidate will be SID, photo, name, race, sex, DOB.
8. The MID devices will send 1-4 known fingers, most likely thumbs and/or Index for search.
9. Landing server will be modified to throttle TPIS transaction input.
10. Validation spec will be updated so that image data is checked not just 1.03 Image consistencies. A record will be rejected (MRJ) when there are no images present. If all images are Blank the record is rejected during the validation check. This is to be done for all not just TPIS transactions.
11. For TPIS transactions there will be a Name Check Switch or setting that if set would allow the system to do a Name Check/1:1 search. (See Flow)
12. For TPIS transactions there will be an Edit Check Switch or setting that if set would allow the transaction to go to QC edit.
13. For TPIS transactions there will be a Verification Check Switch or setting that if set would allow the transaction to go to Visual Verification.
14. The hit and UTD message will contain
    a. If Hit or UTD and is found on SNAP send: SID and get name, race, sex, dob and photo from SNAP.
    b. If Hit or UTD and not on SNAP send: SID, race, sex and DOB from AFIS. With message stating not found on SNAP.

**See attached workflow diagram

2. Request Date: 12/16/2009	**3. Target Implementation Date:** 90-120 days from receipt of purchase order.
4. Client Solutions Manager: Chuck Thomas	**5. Project Manager:** Laylin Johnson

6. Recommendation:

7. Resources Required: NEC Tokyo, NEC Rancho, local Zone.

8. Requested Change:

Considerations:

Due to limited budget and urgency NEC cannot guarantee any specific response time back to the MID devices. NEC will require additional analysis and additional matching resources to provide a guaranteed response time to MSP. This change order only makes the NEC AFIS Mobile ID ready.

*****This pricing is valid for 90 days from Request Date*****

9. Resolution:

- ☐ Accept
- ☐ Accept with changes as above
- ☐ Contract Amendment required
- ☐ Quality Assurance review after major changes
- ☐ Quality assurance review after redevelopment

Billable at **$106,960**

Reviewed by: G. Uher

Customer Approval:	**NEC Approval:**
Name/Title	Chuck Thomas, Client Solutions Manager Name/Title
Signature Date	Chuck Thomas 12/16/2009 Signature Date

NEC AFIS PROJECT CHANGE ORDER

Use additional sheets as necessary

Seq. # MSP–2009-009 (r1)

Project Name: Michigan State Police

1. Change Requested:
MSP requests NEC to assist in moving equipment at the Central Site by de-installing it from the MSP HQ location to a new location where NEC will re-install it and put into operation.

2. Original Request Date: October 20, 2009
Updated request date: February 19, 2010

3. Target Implementation Date: March-April 2010

4. Sales Manager: Chuck Thomas

5. Project Manager: Laylin Johnson

Requested Changes:
Disconnect power, network, and peripherals from all NEC maintained equipment at MSP HQ. This will include all cables between cabinets, the removal of the disk array units, labeling of cables. Reconnect all at the new HQ location. Make all necessary modifications that are needed to connect to a new network using new IP addresses as provided by MSP. Test re-installed equipment for proper operation after moving. This will also include the disconnecting and reconnecting of the workstations, printers, scanners, HVS' and other peripheral equipment associated with the AFIS configuration at MSP HQ. NEC will also supervise the movers to ensure that all equipment is wrapped or boxed properly before transferring it to the new location. NEC will also work with the MSP network staff in testing of the network prior to the move to ensure connectivity is working to all remote Livescan devices in the field.

6. Recommendation:

7. Senior Programmer Resources Required:

8. Estimated Time to Complete:

9. Considerations:
The physical move of the equipment will be the responsibility of MSP using bonded movers. For purposes of this change order NEC assumes network addresses will change and modifications to systems will be necessary. All work for this move will be completed by local NEC Zone personnel with remote support from NECAM HQ personnel and NEC Tokyo personnel. NEC assumes no responsibility for any equipment or components damaged during the move. In the event there are unforeseen problems related to this move NEC will bill any additional hours or parts on a Time and Material basis as quoted in the current maintenance agreement. NEC will bring additional customer engineering support onsite to assist and facilitate as needed. The move will be done in two phases. Phase I will be the fingerprint tech workstations and related hardware and Phase II will be the AFIS servers and computer room components. Each Phase will be relocated to a different area at the new HQ building.

NEC is requesting this project be setup with two billing milestones if there is more than 30 days between Phase I and Phase II.

Billing Milestone #1 – relocation of fingerprint tech equipment invoiced at $5,000 upon completion.
Billing Milestone #2 – relocation of AFIS servers and racks invoiced at $25,400 upon completion.

If both phases are done together there will be one invoice for $30,400.

10. Resolution:

- ☐ Accept
- ☐ Accept with changes as above
- ☐ Contract Amendment required
- ☐ Quality Assurance review after major changes
- ☐ Quality assurance review after redevelopment
- X Total Billable at $ 30,400

11. Reviewed by: Greg Uher
NEC technical manager: NEC/T NECAM

Customer Approval:	NEC Approval:
Signature	Chuck Thomas Signature
Title Date	Client Solutions Manager 2/19/10 Title Date

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

May 4, 2010

NOTICE
OF
CONTRACT NO. 071B0200189

(Replaces 071B7200080)

between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR **NEC Corporation of America** **10850 Gold Center Drive, Suite #200** **Rancho Cordova, CA 95670** **Email: Chuck.Thomas@necam.com**	TELEPHONE Chuck Thomas **(630) 694-5533** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-3215 **Steve Motz**
Contract Compliance Inspector: Barb Suska **Automated Fingerprint Identification System – DIT/MSP**	
CONTRACT PERIOD: From: **April 30, 2010**	To: **December 31, 2010**
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION:	

Estimated Contract Value: $4,675,442.96

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
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P.O. BOX 30026, LANSING, MI 48909
OR
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MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION: **Estimated Contract Value: $4,675,442.96**	

FOR THE VENDOR:	**FOR THE STATE:**
Firm Name	Signature **Greg Faremouth, IT Division Director**
Authorized Agent Signature	Name **Business Services Administration**
Authorized Agent (Print or Type)	Title
Date	Date

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Article 1 – Statement of Work (SOW)

1.0 Project Identification

1.001 PROJECT REQUEST

All the technical requirements for this contract are referenced in Article 1.

The State of Michigan (State), through the Michigan Department of Management & Budget (MDMB), with assistance of, the Michigan Department of State Police (MSP) and Michigan Department of Information Technology (MDIT), has issued this Contract to allow for:

1. The purchase of hardware, system software, and operating system environment for the upgrade of the application and obtain additional storage and throughput capabilities for application and archive databases,
2. software enhancement to address changes needed to the search capability,
3. equipment and software required for a fingerprint card server and printing to replace the existing print server system, and
4. one medium volume high speed scanner

For Michigan's current Automated Fingerprint Identification System (AFIS) to meet requirements of federal and state laws.

The services and expertise to be provided by the Contractor for this project include: installation, configuration, customization, training, interfacing, data conversion, a documented software configuration management methodology, all associated documentation, maintenance, and implementation assistance and business requirements.

This contract is composed of Phase 0A and 0B (Expansion/Storage) plus eight (8) additional optional Phases. Phases I-VIII may be requested with or after successful completion of Phase 0B, as additional funding becomes available.

1.002 BACKGROUND

The State of Michigan installed the Automated Fingerprint Identification System (AFIS) in 1988. This system services fingerprint identification, both latent and ten-print, for the entire state. At the time of installation, Michigan converted 724,000 ten-print fingerprint cards. This was a very costly and time consuming task, which Michigan is not prepared to do again. Today, Michigan has over 3 million persons on the AFIS, with about 2.1 million on the archive system.

Michigan has 20 sites across the state that have AFIS terminals to access AFIS for ten-print and/or latent searches that are used to search the state and Federal Bureau of Investigation (FBI) AFIS. Michigan has over 620 law enforcement agencies and over 550 live scan devices connected to the state AFIS. The live scan devices are provided through three vendors operating with three different protocols over TCP/IP.

The Michigan AFIS is connected to the state's Criminal History System (CHS), State-wide Network of Agency Photos (SNAP, central repository of photos), the FBI Integrated Automated Fingerprint Identification System (IAFIS) and over 550 live scan devices. The requirements, interfaces and configurations to the systems will not change and are required to be maintained.

The AFIS is a critical component of MSP's existing infrastructure. The AFIS is responsible for managing the arrest, fingerprint, mug shot and message flow between the State of Michigan and the FBI's IAFIS, Michigan's Criminal History System (CHS), Michigan's Statewide Network of Agency Photos (SNAP), for all of the 620 plus law enforcement agencies of Michigan and all of the public and private entities that are required to submit fingerprint checks by law.

1.1 Scope of Work and Deliverables

1.101 IN SCOPE

Contractor (henceforth contractor, vendor, and NEC will be used synonymously) will provide the following services for the complete and successful implementation of the upgrade(s) to the AFIS, and ongoing maintenance, providing the functionality required for the State's business operations for the Michigan Department of State Police. The Contractor will provide the services meeting the requirements described in Section 1.104, Work and Deliverables and identified Appendices:

- Identification of business requirements in partnership with MSP & MDIT (Phases I – VIII)
    - Federal Bureau of Investigation (FBI) Electronic Fingerprint Transmission Specifications (EFTS).
    - Michigan Electronic Fingerprint Transmission Specifications (MEFTS).
    - National Institute of Standards and Technology (NIST) American National Standards Institute (ANSI) standard, Data Format for the Interchange of Fingerprint Information (ANSI NIST-CSL 1).
    - NIST ANSI, Data Format for Interchange of Fingerprint, Facial & SMT Information (ANSI/NIST-ITL 1-2000).
    - Fingerprint Vendor Technology Evaluation 2003: Summary of Results and Analysis Report NISTIR 7123.
    - Fingerprint Vendor Technology Evaluation 2003 Details of Results.
    - CJIS Security Policy.
        - Due to the confidentiality of these documents, copies of these documents will be made available to the selected contractor on an as needed basis to be determined by the CJIS Policy Council.
- Verification and validation of business requirements in partnership with MSP & MDIT for Phase 0.
- Verify and validate technical specifications for the equipment.
    - Hardware, system software, and operating system environment for the upgrade of the application and to obtain additional storage and throughput capabilities
    - Equipment and software required for a fingerprint card server and printing to replace the existing print server system
    - One medium volume high speed scanner
- Procure the equipment.
- Deliver the equipment.
- Installation of hardware.
- Installation of all associated software.
- Maintenance of existing equipment and equipment to be purchased and all associated software.
- Provide the configuration, modification, migration, integration and testing of the equipment for full functionality and use of the equipment.
- Train users and technical staff in use and operation of the system.
- Provide documentation, to include user and technical manuals.
- Services to implement the enhanced software, including configuration, customization, modification, interfaces, data conversion, migration, and integration and testing.
- Document software configuration management methodology.
- Transition of business operations to the enhanced software, including data migration and data integration.
- Training documentation to include user manuals and technical manuals.
- Help Desk and Technical support.

The AFIS system must continue to meet all of the existing system requirements, workflows, interfaces, reports, archive and response times.

This Contract is composed of Phase 0A and 0B (Expansion/Storage) plus eight (8) optional Phases identified below. The requested expansion and system maintenance is identified as Phase 0A and 0B. As of the effective date of this contract Phases 0A, 0B, I, II, III, and V have been purchased and were accepted by the State on February 1, 2009. Payment was made under Purchase Order #084N7202228. Phases IV, VI, VII, and VIII have not been purchased yet.

Phase 0A – Automated Fingerprint Identification System Expansion, Expansion/Storage
Phase 0B - Automated Fingerprint Identification System Expansion, B
Phase I – Automated Fingerprint Identification System, Palm Print System
Phase II – Automated Fingerprint Identification System, Slap Storage, Ten Print Search and Latent Search
Phase III – Automated Fingerprint Identification System, Four Finger-Ten Print Fingerprint Searching
Phase IV – Automated Fingerprint Identification System, Event Based Ten Print Fingerprint Searching
Phase V – Automated Fingerprint Identification System, Enhance Latent Search
Phase VI – Automated Fingerprint Identification System, Mobile Identification
Phase VII – Automated Fingerprint Identification System, Integrated AFIS Image System
Phase VIII – Automated Fingerprint Identification System, Disaster Recovery

1.102 OUT OF SCOPE (Reserved)

1.103 ENVIRONMENT

All hardware and software used shall be compatible with the AFIS Standard Information Technology Environment for development, testing and production environments with specific configurations finalized with AFIS Central and AFIS Admin, MDIT, and the MSP Project Office after contract award based on then-current technology. The Contractor may request, in writing, a change in the standard environment. Any changes shall be approved, in writing, by the State, before work may proceed based on the changed environment.

The Michigan AFIS central processors and database servers are housed at the Michigan Department of State Police, Headquarters location (AFIS Central): 714 S. Harrison Road, East Lansing, MI 48823, where the on-site support staff office is also located. This site is will be moved to 333 S Grand Avenue, Lansing, MI 48913 in first part of 2010.

The AFIS administrative and technical support staff offices (AFIS Admin) are located in the State Police Headquarters, Criminal Records Division, 333 S. Grand Avenue, Lansing, Michigan 48913, five miles away, where the ten-print operations are also housed.

Administrative, operational and technical functions shall still be maintainable from both the AFIS Central and AFIS Admin sites.

The Contractor shall maintain all of the existing application software and hardware. A list of the equipment and software to be maintained at all sites is attached as Appendix E. The existing list of sites may change at no change in maintenance price unless additional number of sites and equipment are added.

The current AFIS is sized to hold 7 million AFIS ten-print, AFIS image and archive records and 60,000 unsolved latents. The current search capacity is a minimum of 5,500 ten-print searches per day, with a minimum of 2 million ten-print searches per year.

AFIS interfaces include:

1. Criminal History System
2. The three live scan vendors with over 550 devices. Current protocols used by live scan are FTP and SSH.
3. Federal Bureau of Investigation's AFIS (IAFIS) for ten-print submissions.
4. Federal Bureau of Investigation's AFIS (IAFIS) for latent submissions and retrievals.
5. AFIS Archive System.
6. The state's central mug shot repository, Statewide Network of Agency Photos (SNAP).

1.104 WORK AND DELIVERABLE

Contractor shall provide deliverables, services and staff, and perform tasks necessary or incidental, for the complete and successful enhancement of the equipment and software of the AFIS, and continued maintenance of existing and new equipment and software, providing the functionality required for the State's business operations for the Michigan State Police, in accordance with the requirements as set forth below.

A. Technical Requirements – Contractor shall provide the services and deliverables meeting the requirements stated in Appendix A.

B. General System Requirements - Contractor shall provide the services and deliverables meeting the requirements stated in Appendix B.

C. Functional Requirements - Contractor shall provide the services and deliverables meeting the requirements stated in Appendix C.

D. Additional Business Requirements

1. **System Requirements as stated in Appendix H**
   a. The hardware and software shall meet all applicable legal and policy requirements as defined by Federal law and systems policies including those concerning system integrity, response time, physical and data security, user and administrator clearances, dissemination restrictions, and others.
   b. The system shall meet the message handling requirements of the Federal Bureau of Investigation (FBI) IAFIS and State of Michigan.
   c. The system shall be compatible with the FBI's CJIS WAN protocols and network infrastructure.
   d. The system shall route transactions, jobs and messages to terminals, printers, individual users, and groups that consist of terminals, printers, individuals, and computer interface agencies.
   e. The system shall allow transactions, jobs and messages to be delivered immediately.
   f. The system shall allow transactions, jobs and messages to be queued for later delivery.
   g. The system shall log all transactions, jobs and messages regardless of origination point or destination.
      i. Both message as sent and message as delivered.
   h. The system shall provide for an audit trail showing when the transaction, job or message:
      i. Was created
      ii. Was delivered
      iii. If it was viewed/printed and
      iv. By whom, with full date/time stamp.
   i. The system shall display transactions, jobs and messages queued at any terminal/printer or user destination or individual.
   j. The system shall deliver all transactions, jobs and messages in real time.
      i. The location or method of storage shall not impact delivery time.
      ii. All messages delivered, but not logged to the database, shall be logged automatically when the database becomes available.
   k. The system shall use TCP/IP for connectivity.
   l. The system shall provide:
      i. Maintenance applications to startup, shutdown, and
      ii. Show current status (including send/receive/error statistics) of jobs in each state of processing and delivery to terminals and other systems with which it interfaces.
   m. The system shall self-monitor the status of connections to terminals, live scan, servers and other systems with which it interfaces.
      i. If errors are encountered, notify a designated terminal, log, user, or destination list, and automatically retry to reacquire the connection experiencing the errors.
   n. The system shall provide the ability to send messages to and from both test and production Criminal History Systems.
   o. The system shall provide the ability to create user groups for message delivery.
   p. The system shall provide asynchronous task processing to send queries and to respond to queries.
   q. The system shall provide connectivity using existing defined interfaces and protocols to:

i. IAFIS for ten-print submissions
ii. IAFIS for latent submissions
iii. SNAP
iv. Criminal History System (test, production and development) and
v. Live scan.

r. The system shall provide the ability to add, delete, change AFIS stations, AFIS users, and live scan devices without interruption.
s. The system shall provide the ability to record, store, and display error messages received or produced as part of the log.
t. The system shall accept and validate user group profiles for submission and distribution of data.
u. The system shall maintain a history of all transactions for 7 days after "DONE".
   i. Done is identified as when all steps for the transaction are complete.
   ii. These steps include from time the transaction is received, name search, 1 to 1, ten-print search, edit, verify, FBI search and response, and Ten-print to latent verifications complete.
v. The system shall prioritize processing of message transactions based on:
   i. The type of transaction,
   ii. The agency, and
   iii. The requested priority level.
w. The system shall:
   i. Hold undeliverable messages,
   ii. Store them until they can be successfully forwarded, and
   iii. Notify the sender of the delay and the nature of the delay.
x. Hardware and software licenses shall conform to the State IT or agency-specific standards approved by MDIT.
y. Operating systems on servers and terminals will only be upgraded with the approval of MDIT/MSP.
z. Administrative, operational and technical functions shall still be maintainable from both the AFIS Central and AFIS Administrative sites.

2. **Delivery Conditions**
   a. The State and Contractor shall agree on a schedule of events regarding the delivery of required services and products to achieve the State's project plan.
   b. All items shall be bid Free on Board (FOB) destination to the location specified in the Purchase Order.
      i. The term FOB destination shall mean delivered and accepted at the identified agency destination receiving site and with all charges for transportation and unloading paid by the Contractor. These charges are to be built into the price of each item bid.
      ii. **"**Accepted**"** means delivered as specified in a Purchase Order for purchase of the equipment. Mere acknowledgement by State personnel of the delivery or receipt of the equipment shall not be deemed or construed as accepted.
   c. All deliveries shall be "Inside Deliveries".
   d. The Contractor will pay title and risk of loss or damage charges.

3. **Training**
   a. The Contractor shall provide classroom style training on upgrades and modifications of the system that affect end-user functionality at no additional cost to the State.
   b. The Contractor shall provide all training manuals, training plans and other documentation to the State.
   c. Training materials provided shall become the property of the State.
   d. Training shall be conducted at location(s) determined in the future but primarily in the Lansing Michigan area.
   e. The State will be responsible for the class room facility.
   f. The Administrator training shall consist of one (1) class of up to ten (10) people.
   g. The Latent User training sessions shall consist of six (6) classes of up to ten (10) persons in attendance at each class.
   h. The Ten-print User training sessions shall consist of up to two (2) classes of up to ten (10) persons.

4. **Documentation**
   a. The Contractor shall provide documentation in State-approved electronic format of upgrades/modifications of the applications that affect end-user functionality (i.e. updates to the data element dictionary, the entity relationship diagrams, and the vg table schemas, etc.).
   b. The Contractor shall provide documentation updates for all appropriate manuals as additional capabilities, enhancements, or improvements are made to the system.
   c. The Contractor shall submit the following documentation.
      i. System-wide documentation and specifications.
      ii. Baseline End-User training manuals for “User Manuals” and online help.
      iii. Administrative and technical manuals.
      iv. Configuration documents for configuration maintenance purposes.
      v. User Authorization manual.
      vi. Terminal configuration manual.
      vii. Live scan connectivity and configuration manual.
      viii. Specification documentation.

5. **Maintenance and Support**
   a. Contractor shall provide maintenance for the current AFIS existing equipment and equipment to be purchased and all associated software for the duration of this contract and all phases of this contract.
      i. Contractor shall provide their plan to provide maintenance for the existing AFIS equipment, including how maintenance services will be transitioned from the current contract without interruption of services.
      ii. Maintenance for the current system must be in place until the enhanced system is installed; Performance and Reliability Evaluation (PARE) completed, and signed-off by the State.
      iii. Upgrades shall be included within the cost of maintenance.
   b. As the State or Contractor upgrades, augments or installs replacement equipment and software products, an updated Appendix E shall be agreed to by the Contractor and the State which, upon approval by MSP, shall automatically amend the Contract without further action by the State or the Contractor to reflect the addition or deletion of an identified hardware or software component. Such amendments shall be incorporated in the Contract, and the hardware and software described therein shall be covered by the Contract for the unexpired term.
      i. If the addition of equipment or software results in an increase in costs to be paid by the State under the Contract, the proposed increase will not be effective unless and until approved using the Change Management process of Section 1.403 of this SOW.
   c. Contractor shall support 24X7 hardware and software system on call support staff.
   d. Contractor shall have 8X5 on-site hardware and software system support staff.
   e. Contractor shall support all equipment at the 20+ AFIS sites across the state.
   f. The Contractor shall provide 24X7 support to address any problems with the system and equipment at central site and ten-print operations site with two (2) hour response.
   g. The Contractor shall provide 8X5 support for remote AFIS terminals and equipment with next day response.
   h. The Contractor shall provide 8X5 on-site support at either AFIS Central site or AFIS Admin sites.
   i. The Contractor shall provide ongoing technical system support.
   j. The Contractor shall provide online technical system documentation.
   k. The Contractor shall provide telephone technical support with 24X7 availability.
   l. The Contractor shall provide email technical system support with a maximum 24-hour turnaround on questions.
   m. The Contractor shall provide on-site technical support upon the State’s request at the expense of the Contractor.
   n. The Contractor shall provide an escalation process for technical support.
   o. The Contractor shall respond to the telephone requests for maintenance service, within two (2) hours, for calls made at any time for central site and ten-print operations site.
   p. The Contractor, with the State’s approval, may provide remedial maintenance off-site via telephone or secure connection to the system.

q. The Contractor's maintenance program for new equipment shall commence at the end of the two (2) year minimum warranty period.
r. All maintenance shall be performed by qualified personnel who are familiar with the system.
s. The Contractor shall provide backup maintenance resources.
t. The Contractor shall provide for escalation of maintenance issues to ensure critical issues are resolved.
u. The Contractor shall provide remote diagnostic capabilities.
v. The Contractor shall provide one point of contact to report system malfunction whether malfunction is due to software or is of unknown origin. The Contractor shall be responsible for providing the appropriate remedy.
w. Maintenance Dispatch System/ Record
    i. Contractor shall utilize an agreed upon maintenance record/log for reporting all maintenance services performed.
    ii. Problem Tickets - The Contractor help desk will open problem tickets within l5 minutes of when the problem is reported during regular Contractor business hours, and within one hour otherwise.
    iii. The State and the Contractor will jointly agree on a mechanism to keep the State's Call Center advised of hardware and software issues affecting system availability and/or performance.

The State classifies problems / outages as high, medium, and low severity.

- High – the problem renders the product inoperable
- Medium – the problem has a significant impact to the product's ability to perform, but a workaround is available or operations can continue in a degraded state.
- Low – the problem slightly impacts the product's ability to perform. Questions also fall in this category.

    i. Contractor shall provide:
        1. Remote support to commence resolution of the reported problem within 15 minutes of the report of a high or medium problem
        2. On-site support to commence resolution of the reported problem within 2 hours for a high problem
        3. On-site support to commence resolution of the reported problem within 4 hours for a medium problem
        4. Same or next day support to commence resolution of the reported inquiry/question for a low inquiry / question.
    ii. Once support is assigned, Contractor agrees to maintain a continuous effort to resolve reported high and medium severity problems.
        1. Contractor shall commit sufficient resources to resolve any high severity level problems as immediately as possible.
    iii. If Contractor determines it cannot correct the problem within a reasonable period of time, Contractor shall promptly initiate an escalation procedure to assign sufficient skilled personnel to correct the problem.
        1. Contractor staff shall notify senior Contractor management and MDIT/MSP management that a reported problem has not been corrected.
        2. Status reports shall be provided as identified by the State on problem correction activities.

w. Contractor shall identify how bug fixes and software errors are reported and resolved.
x. The Contractor shall make maintenance of the system available from the Contractor on an annually renewable Contract basis.
y. The Contractor shall provide the following services for the system, for the term of the contract, commencing upon installation of the deliverable(s):
    i. Error Correction. Upon notice by State of a problem with the system, the Contractor shall correct or provide a working solution for the problem.
    ii. The Contractor shall notify the State of any material errors or defects in the deliverables known, or made known to the Contractor from any source during the Contract term that could cause the production of inaccurate or otherwise materially incorrect results.
        1. The Contractor shall initiate actions, as may be commercially necessary or proper to effect corrections of any errors or defects.

6. **Modification to Meet New Requirements**
   a. During the Contract period, if changes occur in federal or state systems standards which require modifications to hardware, software or components, such changes will be accepted through procedures outlined in Change Management Requests, Section 1.403.
      i. The Contractor shall make minor and routine system and software modifications at no additional charge; this includes any upgrades, reports, system configuration or other tasks than can be performed by the on-site staff.
   b. The Contractor shall perform the following at no additional cost:
      i. Apply Contractor-opted modifications to all previously-installed systems at no cost to the State when a system is covered by an existing maintenance agreement.
      ii. Contractor shall notify entities if 3rd Party software upgrades are required.
         1. The purchase of any upgrades of 3rd Party software shall be the responsibility of the Contractor.
         2. These upgrades will be scheduled at an acceptable time with MSP and MDIT.
         3. A minimum of 30 days notification is required.

7. **Warranties**
   a. The Contractor shall provide a warranty for all products and services resulting from this Contract commencing on the first day following PARE, acceptance, and formal written acceptance by the State for a particular phase or software component.
   b. The minimum warranty period is two (2) years.
   c. During the warranty period, Contractor must correct any element of the system which fails to perform in accordance with the requirements of this Contract and/or published specifications, at no cost to the State.
      i. Corrective action by the Contractor shall include, but is not limited to, redesigning, repairing or replacing the nonconforming element.
   d. The two (2) year warranty shall provide that all hardware, software and firmware is free from imperfections in design and free from any and all defects and is able to perform continuously and satisfactorily under normal operating conditions.
   e. The two (2) year warranty following acceptance must include all parts, labor and travel expenses.
      i. Coverage and response time for remedial maintenance requests during the warranty period shall be as defined in the remedial maintenance requirements of this section.
   f. The Contractor shall assign all third party warranties for deliverables to the State.

8. **State and Agency Rules**
   a. Contractor shall follow State/Agency rules for computer and Internet usage and will be required to sign any agreements, as required of the State's own employees.

9. **Security and Confidentiality**
   a. The MSP shall retain administration of data access security, including application security (granting of access, resetting of passwords, definition of password syntax rules, monitoring of access violation reports, etc.).
   b. The MSP shall administer all user security profiles.
   c. The Contractor shall be responsible for the function of security software implementation and maintenance if the changes implemented under this Contract warrant a change from the current system.
   d. Confidentiality of Data and Information
      i. All financial, statistical, personal, 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.
      ii. 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. 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 to obtain reasonable protection for such information in connection with such disclosure**.**

e. Remedies for Breach of Confidentiality
   i. The Contractor acknowledges that a breach of its confidentiality obligations as set forth in 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.

10. **Discovery and Design Specification**
    a. Contractor shall provide a formal period of discovery, working with State personnel, to create the design specification.
    b. Contractor shall detail the requirements including the definition of all transactions, the proper processing of transactions, transaction spawning, editing and formatting.
    c. The design specification shall detail requirements related to the configurations for Stations, Users, Group and associated configurations.

E. Service Levels (Quality Requirements)

The State's requirements for service include:

- All components of the system must maintain a 95% up time for that component's service level work hours (24X7 AFIS Central and AFIS Admin ten-print; 8X5 remote AFIS terminals).
- Contractor shall have support staff at AFIS Central site or AFIS Admin ten-print site 8 X 5.
- Contractor shall be on 24-hour call for AFIS Central site and AFIS Admin ten-print with 2-hour response time.
- For remote sites, Contractor shall be on-site next day if a problem occurs that requires Contractor site visit.
- Jobs that result in a one-to-one name search hits must be completed within one (1) minute.
- Jobs that require an automated full AFIS search are required to be completed within 15 minutes.

F. Phase 0A - Phase 0A is the expansion of the existing and search volumes and to obtain future maintenance on the current and expanded AFIS. This phase will allow for quick expansion of existing system and continued AFIS operations.

<u>AFIS Expansion Requirements include:</u>

1. Process up to 1 million ten-print transactions per year (3,000 per day).
2. Process up to 1 million ten-print to latent transactions per year (3,000 per day).
3. Peak process 3,000 ten-print transactions per day.
4. Peak process 180 ten-print transactions per hour.
5. Store 3 million ten-print records on AFIS.
6. Store 3 million cards on archive.
7. Store 60,000 unsolved latents.
8. Process 25,000 latent searches per year.
9. Peak of 100 latent to unsolved latent searches per day.

10. Peak of 100 latent searches per day.

Contractor will provide the hardware and software necessary to expand the existing AFIS to achieve the above Phase 0-A storage and search volumes on a "loaner" basis at no charge to the State. This will keep MSP AFIS operations running smoothly until such time the replacement AFIS system (Phase 0-B) that will achieve all required Phase 0 storage and search volumes is installed and operational. Contractor will only charge the State for the services (development, installation, and implementation) required to complete Phase 0A.

A new medium volume high-speed scanner and NIST/FBI certified Card Print Server can be incorporated at anytime during Phase 0-A or 0-B.

Phase OB - Phase 0B is the expansion of the existing AFIS storage and search volumes, system refreshing, and to obtain future maintenance on the current and expanded AFIS.

<u>AFIS Expansion Requirements include:</u>

a. Contractor shall be required to maintain the current AFIS workflow, search requirements and interface requirements. Listed interfaces, specifications and requirements will be provided to selected contractor.
b. Contractor shall be required to meet all current system requirements and functionality.
c. Future upgrades shall not affect, or cause other applications, such as CHR, to be modified.
d. Contractor shall maintain interfaces as currently defined and configured.
    i. Criminal History System
    ii. The three live scan vendors using three protocols over TCP/IP, with over 550 devices.
        1. Live scan vendors: Crossmatch, Identix, ID Networks
        2. Live scan protocols: FTP, SSH
    iii. Federal Bureau of Investigation's AFIS (IAFIS) for ten-print submissions.
    iv. Federal Bureau of Investigation's AFIS (IAFIS) for latent submissions and retrievals.
    v. AFIS Archive System.
    vi. The state's central mug shot repository, Statewide Network of Agency Photos (SNAP).
e. Contractor shall provide a fingerprint print server capability that interfaces with the existing AFIS Archive system and the AFIS terminals.
f. The Contractor shall include pricing for equipment and software required for a fingerprint card server and printing to replace the existing print server system. The printers must be NIST and FBI approved. They must be duplex and handle card stock.
g. The expanded system must meet the new system throughput and size requirements of:
    i. Process up to 1 million ten-print transactions per year.
    ii. Process up to 1 million ten-print to latent transactions per year.
    iii. Peak process 3,500 ten-print transactions per day.
    iv. Peak process 300 ten-print transactions per hour.
    v. Store 5 million ten-print records on AFIS.
    vi. Store 7 million cards on archive.
    vii. Store 60,000 unsolved latents.
    viii. System must be able to process 25,000 latent searches per year.
    ix. Peak of 100 latent to unsolved latent searches per day.
    x. Peak of 100 latent searches per day.
h. Sex must be removed as a search criterion for the automated ten-print searches.
    i. Sex will be submitted and stored but not used as part of the search criteria in the automated searches.
    ii. Sex will be an optional field in the manual ten-print searches.

i. The Contractor shall include pricing for one medium volume high speed scanner. The scanner must be NIST and FBI approved. It must scan the fingerprint images and the TCN, which is on the card in bar code format. The scanner must scan a minimum of 150 cards per hour.
j. The contractor shall convert the current AFIS database to include Full PSR.

k. The system must include a single User Authorization File that controls all functions for ten-print, latent and archive.

1. **Phase I – AFIS Palm Print System**
   The following requirements must be met:
   a. Contractor shall upgrade AFIS to accept the NIST type-15 record, the national standard for transmitting and storing palm records.
      i. The archive system will be modified to store these records in NIST format.
      ii. Upgrade AFIS to support AFIS storage of the palm and latent search of the palms.
   b. The Palm Print System must include the capability to receive palm prints electronically with the current live scan transactions.
      i. These transactions currently have arrest, slap and roll prints and photos. This is defined as the NIST type 1, 2, 4, and 10.
      ii. Adding palm will add the type 15 to this transaction.
   c. The Palm Print System must include the storage and latent search capability of palms.
   d. Full hand search shall be an option of the Palm Print System.
   e. The Palm System must have:
      i. Full hand search capability and
      ii. Search in terms of thenar, hypothenar, interdigital, joint and writers.
   f. Latent palm scanning capability shall be added to all of the existing 20 latent AFIS terminal locations.
   g. Contractor shall provide terminals, scanners and software to allow for conversion of existing palm cards.
      i Two workstations must be supplied to enter data and scan palm cards into the system.
   h. The Palm Print System shall provide for unsolved latent palm database and electronic NIST archive of palms.
   i. The palm database must be sized to hold 2,000,000 palms.
      i. Contractor must provide cost breakdown for incremental expansions.
   j. Palm archive must be sized to hold 3,000,000 palms.
      i. Contractor must provide cost breakdown for incremental expansions.
   k. The unsolved palm latent database must hold 50,000 unsolved palms.
   l. Contractor must include the cost to convert 100,000 palm cards into the system as an option.
   m. System must handle 1,000 palm submissions daily.
      i. Contractor must provide cost breakdown for incremental expansions.
   n. The Palm Print System shall provide for ten-print palm to unsolved palm, 1,000 searches per day.
   o. The Palm Print System shall provide for latent palm to ten-print palm, 50 searches per day.
   p. The Palm Print System shall provide for latent palm registrations, 50 per day.

2. **Phase II – AFIS - Slap Print Storage, Ten Print Search and Latent Search**
   The following requirements must be met:
   a. Contractor shall use volume numbers from Phase 0B to size this feature with and without converted database.
   b. Contractor shall upgrade AFIS to allow for storage of the slap prints for ten-print and latent matching.
   c. The searching of the slap database will be administratively configurable for the following options:
      i. For every latent search against the rolled database there shall be an automatic search against the slap database. This will result in one candidate list for verification.
      ii. The latent search against the slap database will only happen if there is a no-hit against the rolled database.
      iii. The operator can select to search rolled, slap or both.

3. **Phase III – AFIS - Four Finger-Ten Print Fingerprint Searching** The following requirements must be met:
   a. Contractor shall upgrade AFIS to add the capability of using up to four fingers for ten-print searches.
      i. The quality of the fingers and threshold settings will determine the number of fingers used for the ten-print search. This function shall have configurable thresholds.

ii. If throughput becomes a concern, this function must be able to be administered by MSP or the on-site contractor staff, at no additional cost, to the current two finger search.

b. The same number of transactions and storage is required as with Phase 0B.

4. **Phase IV – AFIS – Event-Based Ten Print Fingerprint Searching -** The following requirements must be met:
   a. The event-based AFIS will store all records, including the images and feature sets for each event. This option increases the accuracy of the system by having more fingerprints from each individual to search but increases the storage capacities and matching power.
   b. The system shall use all fingerprint records received for the subject for identification purposes.
      i. No composite record is created.
      ii. All fingerprint records are held in the search database and all are used for identification.
   c. Throughput requirements of Phase 0B must be met with this phase and must be considered in the pricing of this phase.

5. **Phase V – AFIS - Enhance Latent Search and Matching -** The following requirements must be met:
   a. Enhanced Latent Matching capability must be designed based on previously designed and used algorithms used to create the existing AFIS minutia database.
   b. Different algorithms may be used to increase the latent search based on how and when the ten-print was captured.
      i. This software and matching power shall be quoted as an option.

6. **Phase VI – AFIS - Mobile Identification**
   The following requirements must be met:
   a. Contractor shall enhance the system to allow Mobile ID, a wireless handheld fingerprint capture device for real time ID in the field.
      i. Mobile devices shall allow for two finger capture, magnetic strip/barcode reader to collect minimum data.
      ii. Device will allow for data and photo return as the search response to the mobile capture device.
   b. The central server shall have the option to interface to one or more of the centralized photo systems.
   c. Central system is required to interface with at least one of the existing photo systems: Statewide Network of Agency Photos (SNAP) and/or Michigan Digital Image Retrieval System (MIDIRS) to return photo for search response.
   d. Mobile device pricing must include incremental quantity and unit pricing.
      i. This will be proposed in incremental purchase for both system throughput and number of remote devices.
      ii. The quote shall meet the minimum sizing of: 200 transactions per day, 20 per hour, five minute response time with 60 devices.

7. **Phase VII – AFIS - Integrated AFIS Image System and Integrated AFIS Image Archive System. -** The following requirements must be met if the current archive system and AFIS image system need to be replaced during the term of this contract:
   a. Contractor will assist MSP in merging the AFIS image system with the AFIS Archive system to reduce the number of server systems and reduce the required disk space.
   b. This system shall have the option to be accessed from users going through MSP portal.
      i. This would allow for any law enforcement agency in the State of Michigan to gain access to the archive data and images.
      ii. User access and authentication would be handled through the MSP portal.
   c. The archived image will contain the minutia, zone, core/axis information in Archive in the same fashion as IIC today only it will be in the NIST format.
      i. There is no longer the need for a proprietary image database. Archive will provide the images for all verifications.

Phase VIII – AFIS - Disaster Recovery - The following requirements must be met:

a. A disaster recovery system shall be designed to be used as a test system for new Michigan AFIS software, to test functionality and test other systems connected to AFIS, such as a new Criminal History System (CHS).
b. A disaster recovery system shall include on-site, off-site data replication and full or partial production volume processing should the AFIS Central become inoperative.
c. Disaster recovery system shall meet all the requirements of the primary system, Phase 0B.
    i. Pricing for incremental expansions and for the additional phases are required.
    ii. This shall include all flow and interface requirements.
d. System must accept and store 3,000 ten-print transactions per day.
    i. Some of these may need to be stored for later or lower priority processing.
    ii. Criminal ten-print record builds shall be priority, second shall be Criminal ten-print non-retains (Id only) and ten-print applicant shall be a lower priority and can be stored until processor is available or if necessary until the production system is back on-line.
    iii. Latent and latent palm searches will have the same priority as the production system.
    iv. Priority must be administratively configurable.
    v. Specific jobs can be administratively selected and initiated for matching.
e. Ten-print to latent transactions can be held until processor becomes available or productions system is available.
    i. Holding this job for later processing shall not delay the submission of transactions to the FBI IAFIS.
f. Peak process 2,000 ten-print transactions per day.
g. Peak process 150 ten-print transactions per hour.
h. 50 latent searches per day.
i. Ten-print palm to unsolved palm can be held until processor becomes available or productions system is available.
j. Latent palm to ten-print palm, 20 searches per day.
k. Latent palm registrations can be held until processor becomes available or productions system is available.

G. Services to be Provided

The following is a list of major tasks the Contractor must provide for the project. The Contractor is not constrained from recommending additional tasks based on experience with similar engagements, to better accomplish the stated objectives of the contract.

1. **Project Plan** - Within thirty (30) working days of the award of the Contract, the Contractor shall work with MSP and MDIT to develop an agreed upon project plan of tasks and schedule to include:
    a. The Contractor's project organizational structure.
    b. The Contractor's staffing table with names and title of personnel assigned to the project. Substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
    c. The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.
    d. The time-phased plan, showing each event, task, and decision point in the work plan, such as:
        i. Customization requirements
        ii. Integration needed with other State systems
        iii. Establishment of goals and objectives for implementation
        iv. Delivery
        v. Training
        vi. Identifying designated trainers and acceptance testers
        vii. Any issues
        viii. Specification of configuration and communication paths
        ix. Definition of any modifications required
        x. Development of reports
        xi. Develop Training plan

xii. Testing
xiii. User and technical training sessions
xiv. Implementation
xv. Support

e. The Contractor agrees that the approved project plan shall become incorporated as part of the Contract and Scope of Services.
   i. The project plan will serve as the State's measurement tool, outlining all tasks, their delivery dates, together with testing periods and implementation dates.
   ii. Each of the agreed upon tasks will become a Deliverable subject to the liquidated damages; specifically:
      1. $1,000 per calendar day for each calendar day beyond the agreed upon delivery date of an acceptable key deliverable.
      2. If a Key Deliverable Date is exceeded by more than thirty (30) calendar days from the date the Key Deliverable is originally due, then by written notice to the Contractor, the State may immediately terminate the right of Contractor to deliver the services and the State may obtain substitute services from another Contractor. In this event, the Contractor shall be liable for fixed and agreed liquidated damages, in lieu of all other damages due to such delay, in the amount specified above for a maximum of sixty (60) calendar days from the original Delivery Date.

f. The Contractor will provide sufficient service hours to assist the State in migrating from the current system to the upgraded version.

2. **Requirements Gathering and Validation** – The Contractor shall:
   a. Describe and follow their methodology to conduct and document requirements gathering and validation sessions with MSP and MDIT.
   b. Ensure requirements meet federal, state and industry standards.
      i. Federal Bureau of Investigation (FBI) Electronic Fingerprint Transmission Specifications (EFTS).
      ii. Michigan Electronic Fingerprint Transmission Specifications (MEFTS).
      iii. National Institute of Standards and Technology (NIST) American National Standards Institute (ANSI) standard, Data Format for the Interchange of Fingerprint Information (ANSI NIST-CSL 1).
      iv. NIST ANSI, Data Format for Interchange of Fingerprint, Facial & SMT Information (ANSI/NIST-ITL 1-2000).
      v. Fingerprint Vendor Technology Evaluation 2003: Summary of Results and Analysis Report NISTIR 7123.
      vi. Fingerprint Vendor Technology Evaluation 2003 Details of Results.
      vii. CJIS Security Policy.
   c. Clarify any unclear or ambiguous requirements which could have an impact on system design or implementation. The requirements validation activities must include, but are not limited to:
      i. Review and analysis of current system.
      ii. System application and database requirements
      iii. Network WAN, LAN, and telecommunications requirements
      iv. Hardware and operating system requirements and technical specifications.

3. **Staging, Installation and Testing** –
   a. The Contractor shall stage the equipment at its offsite location.
      i. Staging is defined as loading all of the software and insuring that all is in working condition prior to the deployment on site at the State.
   b. Once the systems have been shipped to the State, the Contractor will work with State personnel to install the hardware and insure proper operation in the assigned area.
   b. The Contractor shall work with State personnel to provide testing of all software components as well as system testing.
   c. The Contractor shall first test all components and once proper operation has been achieved will turn the system over to the State for additional testing prior to the system entering production.
   d. Once both parties agree that the system is ready for production in writing, the system will be placed into production.

e. The Contractor, in cooperation with the State, shall monitor the operation closely and shall fix any problems related to improper operation.
   i. The design specification shall act as the document that describes proper operation.
f. The Contractor shall test the system to ensure that the requirements are satisfied.
g. Contractor shall provide a test environment (a test side) as a function of delivery to validate each upgrade, etc.
h. The Contractor shall correct all test errors, implement corrections, and re-execute tests in their entirety.
i. The Contractor shall request the State's project manager approval of the content and completeness of the test scripts.
j. The Contractor shall accept all errors and is responsible to correct and request a re-test until the State is satisfied with the results.
k. During testing, the State and the Contractor shall work together to measure response time.
   i. This will be measured from the time the transaction reaches the system to the time the job is completed. In automated flow this is after SID is given to CHS, transaction given to FBI, transaction archived, transaction place for SNAP retrieval and transaction is forwarded for T/LI.
   ii. For manual functions this is when job is complete.
   iii. If candidates exist, operator is able to access verifications.

4. **Acceptance** – The State is responsible for acceptance of the equipment and system using a two-phased, Performance and Reliability Evaluation (PARE) as described below:
   a. The first phase shall review the equipment listed on the ordering documents for compliance with business requirements and specifications.
      i. In the event that the State determines that any component or feature of the delivered equipment or software does not comply with the requirements, the State shall notify the Contractor.
      ii. Contractor shall have 14 calendar days to correct identified deficiencies.
      iii. If the Contractor is unable to correct the deficiency, the State reserves the right to cancel the ordering document.
      iv. On successful completion of phase one of the PARE, the equipment shall enter phase two of the PARE.
   b. Phase two consists of the following:
      i. Determination of System Readiness
         1. Prior to the PARE, a committee of three persons will be identified to evaluate the system's performance on a daily basis. The committee will consist of one Contractor representative and two State personnel.
         2. The PARE will begin on the installation dates when the Contractor certifies that the equipment is ready for use by the State.
         3. A functional benchmark demonstration will be run for the PARE Committee to confirm that the installed system is capable of performing the same functions that were demonstrated. This run must be completed to the satisfaction of the PARE Committee.
      ii. Standard of Performance
         1. The performance period (a period of thirty (30) consecutive calendar days) shall commence when the system is fully operational and system is ready for full production use. The date and time of start of PARE will be agreed upon by the Contractor and the State. The average effectiveness level is a percentage figure determined by dividing the total operational use time by the total operational use time plus associated down-time.
            a. During the successful performance period, all rerun time resulting from equipment failure, all reconfigurations and reload time, and preventive maintenance time shall be excluded from the performance period hours. Equipment failure down-time shall be measured by those intervals during the performance period between the time that the Contractor is notified of equipment failure and the time that the equipment is returned to the State in operating condition.

b. During the successful performance period, a minimum of six hundred and eighty-four (684) hours of operational use time on each component will be required as a basis for computation of the average effectiveness level.
    1. If each component operates at an average level of effectiveness of ninety-five (95) percent or more for a period of thirty (30) consecutive days from the commencement date of the performance period, it shall be deemed to have met the State's standard of performance.
    2. The State shall notify the Contractor in writing of the successful completion of the performance period.
    3. The equipment shall operate in substantial conformance with the Contractor's published specifications applicable to such equipment on the date of this Agreement.
    4. Equipment added by amendment to this contract shall operate in conformance with the Contractor's published specifications applicable to such equipment at the time of such amendment.
    5. If successful completion of the performance period is not attained within ninety (90) days of the installation date, the State shall have the option of terminating the Contract, or continuing the performance tests. The State's option to terminate the contract shall remain in effect until such time as a successful completion of the performance period is attained. The Contractor shall be liable for all outbound preparation and shipping costs for contracted items returned under this clause.
    6. The PARE will be complete when the equipment has met the required effectiveness level for the prescribed time period.

5. **Data Conversion** - The State of Michigan is expecting to use the existing AFIS Database. Data Conversion from paper to electronic is not an option.
    a. The Contractor must successfully electronically convert the state AFIS electronic databases. Conversion of paper is not acceptable to meet this requirement.

6. **Interfaces**
    a. All system requirements, workflow and interfaces must be maintained as they are currently defined and configured with the current AFIS. These interfaces include:
        i. Criminal History System
        ii. The three live scan vendors using three protocols over TCP/IP, with over 550 devices.
            1. Live scan vendors: Crossmatch, Identix, ID Networks
            2. Live scan protocols: FTP, SSH
        iii. Federal Bureau of Investigation's AFIS (IAFIS) for ten-print submissions.
        iv. Federal Bureau of Investigation's AFIS (IAFIS) for latent submissions and retrievals.
        v. AFIS Archive System.
        vi. The state's central mug shot repository, Statewide Network of Agency Photos (SNAP).

7. **Deliverables –**
    a. Work for any deliverable shall not begin for this project until both parties have agreed to and signed off on written documentation which describes the final deliverable and shown acceptance of its terms.
        i. The sign off process will be initiated by the Contractor and submitted to the State.
        ii. The State will have the ability to require any changes to the document and request resubmission of the document.
        iii. Deliverable work shall not begin until MSP Project Manager, MDIT, and MSP Project Office have signed off on them.
    b. Deliverables for each of the six (6) milestones of the ten (10) possible phases of this project include:
        - Ongoing Reports
        - Change Order Documentation
        - Monthly Status Reports
        - Budgetary Updates

- Project Management Documentation as requested by MSP Project Manager, MSP Project Management Office and MDIT.

c. Payments to the Contractor will be made upon the completion and acceptance of each phase, not to exceed contractual costs of the phase.
   i. A phase is defined as complete when all of the deliverables within the phase have been accepted by MSP Project Manager, MDIT, and MSP Project Office.

d. The following table identifies the milestones, deliverables, payments and acceptance criteria that will be used for each phase of this contract (Phases 0A, 0B-VIII).

Milestones	Deliverables	Acceptance Criteria
Discovery Phase to be complete within 2 months of contract signing 10% of Total Cost of each individual Phase Payment to the Contractor will be made upon the completion and acceptance of this milestone, not to exceed contractual costs of the phase. A milestone is defined as complete when all of the deliverables within the milestone have been accepted by MSP Project Manager, MDIT, and MSP Project Office.	Hardware and infrastructure configuration specification MSP flow processes Review current Standard Operating Procedures and recommend changes Contractor is to provide a Conceptual Design Plan to address high-level solution design Technical Design Plan to outline hardware and software configuration requirements Project Plan to solidify project timeline (including identifying each phase) and staffing (state and contractor) plan through final implementation.	Hardware and infrastructure configuration specification reviewed and approved by SOM MSP Project Manager, MDIT, and MSP Project Office Flow processes must be reviewed and approved by SOM MSP Project Manager, MDIT, and MSP Project Office Proposed SOP changes reviewed and approved by SOM MSP Project Manager, MDIT, and MSP Project Office Conceptual Design Plan reviewed and approved by SOM MSP Project Manager, MDIT, and MSP Project Office Technical Design Plan reviewed and approved by SOM MSP Project Manager, MDIT, and MSP Project Office Project Plan reviewed and approved by SOM MSP Project Manager, MDIT, and MSP Project Office
Design and Specification to be complete within 5 months of contract signing 15% of Total Cost of each individual Phase If deadline is not met, Liquidated Damages will be enforced. Payment to the Contractor will be made upon the completion and acceptance of this milestone, not to exceed contractual costs of the phase. A milestone is defined as complete when all of the deliverables within the milestone have been accepted by MSP Project Manager, MDIT, and MSP Project Office.	Design system security Functional Specification/Design Development Plan to communicate development and customization activities and points requiring customer interaction and user acceptance Reports Functional Specification Training Plan Test Specifications	Security design specification reviewed and approved by SOM MSP Project Manager, MDIT, and MSP Project Office Functional Specification/Design reviewed and approved by SOM MSP Project Manager, MDIT, and MSP Project Office Development Plan reviewed and approved by SOM MSP Project Manager, MDIT, and MSP Project Office Training Plan reviewed and approved by SOM MSP Project Manager, MDIT, and MSP Project Office). Test Specifications reviewed and approved by SOM MSP Project Manager, MDIT, and MSP Project Office
Development and Implementation complete within 7 months of contract signing 15% of Total Cost of each individual Phase	User Acceptance Test and PARE Plan Pilot Plan Data Migration Plan	User Acceptance Test and PARE Plan reviewed and approved by SOM MSP Project Manager, MDIT, and MSP Project Office Pilot Plan reviewed and approved by SOM MSP Project Manager, MDIT, and MSP Project Office

Milestones	Deliverables	Acceptance Criteria
Payment to the Contractor will be made upon the completion and acceptance of this milestone, not to exceed contractual costs of the phase. A milestone is defined as complete when all of the deliverables within the milestone have been accepted by MSP Project Manager, MDIT, and MSP Project Office.	User Documentation System Administrator Documentation User Training Materials System Administrator Training Materials Deployment and Operations Guide	Data Migration Plan reviewed and approved by SOM MSP Project Manager, MDIT, and MSP Project Office User Documentation reviewed and approved by MSP Project Manager, MDIT, and MSP Project Office System Administrator Documentation reviewed and approved by SOM MSP Project Manager, MDIT, and MSP Project Office User Training Materials reviewed and approved by SOM MSP Project Manager, MDIT, and MSP Project Office System Administrator Training Materials reviewed and approved by SOM MSP Project Manager, MDIT, and MSP Project Office Deployment and Operations Guide reviewed and approved by SOM MSP Project Manager, MDIT, and MSP Project Office
Hardware/Software 25% of total cost for each individual Phase Payment to the Contractor will be made upon the completion and acceptance of this milestone, not to exceed contractual costs of the phase. A milestone is defined as complete when all of the deliverables within the milestone have been accepted by MSP Project Manager, MDIT, and MSP Project Office.	Central System, hardware, and software delivered and installed at customer site.	SOM CRD is granted access to the software. Screen and system functionality and testing can start. This includes ten-print and latent functional testing. This amount is refundable until MSP Project Manager, MDIT, and MSP Project Office has reviewed and accepted the system.
Production Preparation, Training and Acceptance to be complete within 12 months of contract signing 25% of Total Cost of each individual Phase Payment to the Contractor will be made upon the completion and acceptance of this milestone, not to exceed contractual costs of the phase. A milestone is defined as complete when all of the deliverables within the milestone have been accepted by MSP Project Manager, MDIT, and MSP Project Office.	Software and hardware procurement and delivery User and System Administrator Training to perform user and system administrator training User Acceptance and PARE Testing to facilitate User Acceptance Testing Facilitate and Support Pilot Testing Support Plan to address alternative methods for providing user and administrator support	Software and hardware procured, delivered and installed. Users have a working knowledge and are prepared to leverage the application to complete daily tasks. Test results meet and/or exceed criteria outlined in User Acceptance Test and PARE Plans SOM (MSP Project Manager, MDIT, and MSP Project Office) confirms that Pilot System continues to meet and/or exceed criteria outlined in User Acceptance Test and PARE Plans. Support Plan reviewed and approved by SOM (MSP Project Manager, MDIT, and MSP Project Office).
Enterprise Deployment 10% of Total Cost of each individual Phase	Deployment and installation of application and hardware	System deployed successfully to all named SOM users.

Milestones	Deliverables	Acceptance Criteria
Payment to the Contractor will be made upon the completion and acceptance of this milestone, not to exceed contractual costs of the phase. A milestone is defined as complete when all of the deliverables within the milestone have been accepted by MSP Project Manager, MDIT, and MSP Project Office.	Data migration Facilitate and support Final Testing System Support and Maintenance to provide ongoing support and maintenance of solution Backup and Recovery Plan, Prescriptive guidance regarding proper system backup and recovery methodologies Post project Analysis. Review engagement, outlining opportunities for improving ongoing communication and support	SOM (MSP Project Manager, MDIT, and MSP Project Office) confirms that legacy data has been completely and accurately migrated according to Data Migration Plan SOM (MSP Project Manager, MDIT, and MSP Project Office) confirms that System continues to meet and/or exceed criteria outlined in User Acceptance Test and PARE Plans. SOM (MSP Project Manager, MDIT, and MSP Project Office) confirms that Support Plan implemented per approved Support Plan. Backup and Recovery Plan reviewed and approved by SOM (MSP Project Manager, MDIT, and MSP Project Office Post Project Analysis Document has been reviewed and approved by SOM (MSP Project Manager, MDIT, and MSP Project Office).

1.2 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

Contractor's staff must be able to pass a security clearance check conducted by the Contractor. Contractors must present certifications evidencing satisfactory background checks and drug tests for all staff identified for assignment to this project. Contractor is responsible for any costs associated with ensuring their staff meets all requirements.

The Contractor shall authorize the investigation of its personnel proposed to have access to State facilities and systems on a case by case basis. The scope of the background check is at the discretion of the State and MSP. The results will be used to determine Contractor personnel eligibility for working within State facilities and systems. Such investigations will include Michigan State Police Background checks including State and FBI (IAFIS) Fingerprint check. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the Fingerprint Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See http://www.michigan.gov/ditservice/0,1607,7-179-25781-73760--,00.html. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

The Contractor shall provide, and update when changed, an organizational chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm shall have prime responsibility and final authority for the work.

The Contractor shall provide resumes for staff, including subcontractors, who will be assigned to the Contract, indicating the responsibilities and qualifications of such personnel, and stating the amount of time each will be assigned to the project. Any staff substitution must have the prior approval of the State.

The Contractor shall identify a Contract Administrator. The duties of the Contract Administrator shall include, but not be limited to: i) supporting the management of the Contract, ii) facilitating dispute resolution, and iii) advising the State of performance under the terms and conditions of the Contract. The State reserves the right to require a change in the current Contract Administrator if the assigned Contract Administrator is not, in the opinion of the State, adequately serving the needs of the State.

The Contract Administrator shall be identified as a Key Personnel and subject to the MSP's interview and approval. This interview will be on-site at MSP or at a location agreed upon. Any costs for travel will be at the expense of the Contractor.

The Contractor will provide a project manager to work closely with the designated personnel from the State to insure a smooth transition to the new system. The project manager will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by State.

The Contractor shall assign a project manager, which must be approved by MSP, for the services. The Contractor's project manager responsibilities include, at a minimum:

- Manage all defined Contractor responsibilities in this Scope of Services.
- Manage Contractor's subcontractors, if any.
- Develop the project plan and schedule, and update as needed.
- Serve as the point person for all project issues.
- Coordinate and oversee the day-to-day project activities of the project team.
- Assess and report project feedback and status.
- Escalate project issues, project risks, and other concerns.
- Review all project deliverables and provide feedback.
- Proactively propose/suggest options and alternatives for consideration.
- Utilize change control procedures.
- Prepare project documents and materials.
- Manage and report on the project's budget.

The Contractor shall provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work and project schedule.

AFIS Expansion Requirements Contractor shall:

- Have at least fifteen (15) years of experience building, selling, supporting and maintaining Automated Fingerprint Identifications Systems.
- Have technical experience maintaining an AFIS21.
- Be capable of maintaining the current fingerprint minutia databases, AFIS image database, unsolved latent database and the archive database.
- Be capable of maintaining the current AFIS software configuration.
- Be required to maintain the current AFIS workflow, search requirements and interface requirements.
- Be required to meet all current system requirements and functionality.

Location of Work

a. The work is to be performed, completed, and managed at the following locations:
   i. Michigan State Police Headquarters (AFIS Central), 714 S. Harrison Road, East Lansing, Michigan, 48823, or 333 S. Grand Avenue, Lansing Michigan 48913..
   ii. Michigan Department of State Police, Criminal Records Division (AFIS Administration), 333 S. Grand Avenue, Lansing Michigan 48913
   iii. AFIS remote sites, 20, as identified in the project. Below are the existing sites. AFIS sites can change if agencies withdraw from the AFIS program or new agencies are added to the AFIS program. The Contractor agrees that as the list of sites is changed, such changes will automatically amend the contract without the need for further action by the parties.

CRD Ten-print
714 S. Harrison Road, East Lansing, Michigan, 48823, or 333 S. Grand Avenue, Lansing Michigan 48933

Battle Creek Police Department
20 North Division
Battle Creek, MI 49014

Data Center
714 Harrison Rd
E. Lansing, MI 48823 or 333 S. Grand Avenue, Lansing Michigan 48933

Lansing Lab
7422 N. Canal Rd.
Lansing, MI 48913

Northville Lab
42145 W. Seven Mile Rd
Northville, MI 48167

Sterling Heights Lab
42800 Merrill
Sterling Heights, MI 48314

Bridgeport Lab
6296 Dixie Highway
Bridgeport, MI 48722

Grand Rapids
720 Fuller Ave. N.E.
Grand Rapids, MI 49503

Marquette Lab
309 S. Third, Suite 202
Marquette, MI 49855

Grayling Lab
103 James Street
Grayling, MI 49738

Dearborn PD
16099 Michigan Ave
Dearborn, MI 48126

Detroit PD
1300 Beaubien
Detroit, MI 48226

Livonia PD
15050 Farmington Rd
Livonia, MI 48154

Taylor PD
23515 Goddard
Taylor, MI 48180

Redford Township PD
25833 Elsinore
Redford TWP, MI 48239

Lansing PD
120 W Michigan Ave
Lansing, MI 48933

Oakland Co Sheriff
1200 N. Telegraph Rd. Building 38 East
Pontiac, MI 48341

Flint PD
210 E Fifth St
Flint, MI 48502

Grand Rapids PD
333 Monroe Ave. NW
Grand Rapids, MI 49503

Wyoming PD
260 Dehoop
Wyoming, MI 49509

Ottawa County Sheriff Department
12220 Fillmore Street
West Olive, MI 49460

iv. Contractor's offsite location as agreed upon by the State of Michigan.

b. For work performed at State facilities, the State will provide work space which will include desk, telephone, access to copiers and fax machine.

Travel

a. No travel or expenses will be reimbursed.
b. Travel time will not be reimbursed.

Hours of Operation

a. Normal State working hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, with work performed as necessary after those hours to meet project deadlines.
b. AFIS Central and AFIS Admin sites working hours are 24 hours per day 7 days a week.
c. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.
d. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

State Project Team

The State project team shall consist of an Executive Subcommittee (ESC), Subject Matter Experts (SMEs), project support, and a project manager from MSP. MDIT's project manager shall assist the MSP project manager. MDIT shall be responsible for the State's infrastructure and work together with the Contractor in determining system configuration and integration with the State's information technology resources.

Members of the ESC shall include MSP CRD Director, MSP FSD Director, MDIT staff and MSP AFIS Manager.

SMEs shall include MSP AFIS Manager, MSP AFIS Programmer Analyst, MSP AFIS Ten-print staff, MSP FSD Latent Staff and up to two (2) local agency AFIS Latent experts.

Project Support shall include MDIT staff, MSP Project Office staff, and MDIT contract personnel.

- MSP Project Manager is Mr. Scott Blanchard, AFIS Manager, Michigan State Police.
- MSP AFIS Programmer Analyst is Mr. Craig Wilkinson, Michigan State Police.
- MSP AFIS Ten-print staff is Mr. Doug Thorne, Fingerprint Tech. Supervisor, MSP.
- MSP FSD Latent staff is Lt. Greg Michaud, FSD, MSP.
- MSP Project Office Liaison is Darlene Smith.

The ESC shall be available on an as needed basis. They will be solicited for a decision by the MSP project manager when there is a need to:

- Approve the project schedule.
- Authorize modifications for scope, resources, and budget.
- Ensure senior management commitment to the project.
- Act as a final arbiter on proposed changes that significantly affect the business interests of the State.

The SMEs shall provide the vision for the business design and how the application shall provide for that vision. They shall be available on an as needed basis. The SMEs shall be empowered to:

- Resolve project issues in a timely manner.
- Review project plan, status, and issues.
- Resolve deviations from the project plan.
- Provide acceptance sign-off.
- Utilize change control procedures.
- Ensure timely availability of State resources.
- Make key implementation decisions, as identified by the Contractor's project manager, within 48 hours of their expected decision date.

The Project Manager will provide the following services:

- Provide State facilities, as needed.
- Coordinate the State resources necessary for the project.
- Facilitate coordination between various external contractors.
- Facilitate communication between different State departments/divisions.
- Milestone acceptance sign-off.
- Resolution of project issues.
- Escalation of outstanding/high priority issues to the ESC.
- Utilize change control procedures.
- Conducting regular and ongoing review of the project to confirm that it meets original objectives and requirements.
- Documentation and archiving of all important project decisions.
- Arrange, schedule and facilitate State staff attendance at all project meetings.

Issues shall be escalated for resolution from level 1 through level 6, as defined below:

- Level 1 – Business leads
- Level 2 – Project Managers
- Level 3 – SMEs
- Level 4 – ESC
- Level 5 – Project Office
- Level 6 – MDIT Contracts Office

In addition, the following State personnel/resources may be required at stages for the project. The Contractor's Project Manager will provide the State with advance notice of when those services may be required.

- Systems Analyst
- Application Administrator
- User Implementation Coordinator
- Network Administrator
- Database Administrator
- Remote access to test database environment
- Enterprise Security

MDIT shall provide a Contract Administrator whose duties shall include but not be limited to: i) supporting the management of the Contract, ii) advising the MSP project manager of Contractor's performance under the terms and conditions of the Contract, and iii) periodic verification of pricing and monthly reports submitted by Contractor.

1.203 OTHER ROLES AND RESPONSIBILITIES

Local agency AFIS staff will be part of the State's project team, as detailed in Section 1.202.

1.3 Project Plan

1.301 PROJECT PLAN MANAGEMENT

A. Orientation Meeting

1. Upon ten (10) calendar days from execution of the Contract, the Contractor may be required to attend an orientation meeting to discuss the content and procedures of the Contract.
2. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor.
3. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

B. Performance Review Meetings

1. The State will require the Contractor to attend monthly meetings, at a minimum, to review the Contractor's performance under the Contract.
2. The meetings will be held in Lansing, Michigan, or by teleconference, as mutually agreed by the State and the Contractor.
3. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

C. Project Control

1. The Contractor will carry out this project under the direction and control of the MSP and MDIT.
2. Contractor will submit a draft project plan.
    a. The project plan must be in agreement with section 1.104 Work and Deliverables, and must include the following:
        i. The Contractor's project organizational structure.
        ii. The Contractor's staffing table with names and title of personnel assigned to the project.
        iii. The project breakdown (work plan) showing sub-projects, activities and tasks, and resources required and allocated to each.
        iv. The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the work plan.
3. The Contractor will manage the project in accordance with the PMBOK® (Project Management Body of Knowledge from the Project Management Institute) and the state's Project Management Methodology (PMM). Methodology is available at www.michigan.gov/projectmanagement.
    a. Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract.

b. Contractor shall use automated project management tools, as reasonably necessary, in order to perform the cited Services, which shall include, through the end of the Contract, the capability to produce:
   i. Staffing tables with names of personnel assigned to Contract tasks.
   ii. Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all Services to be performed within the next sixty (60) calendar days, updated semi-monthly).
   iii. Updates must include actual time spent on each task and a revised estimate to complete.
   iv. Graphs showing critical events, dependencies and decision points during the course of the Contract.

c. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State's standard to the extent such standard is described with reasonable detail in the Statement of Work.

1.302 REPORTS

Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract.

Contractor shall provide a monthly Status Report.

a. The Status Report will briefly describe the project activity during the status period, the project activity next status period, and charges.
b. Each section will provide:
   i. overall summarization of the project progress;
   ii. deliverables achieved;
   iii. deliverables remaining, progress, and expected delivery on each; and
   iv. issues and concerns affecting specific deliverables and the project schedule or any other aspect of the project.)

Contractor's monthly Status Report is due to the MSP project manager on the first (1st) of each month.

1.4 Project Management

1.401 ISSUE MANAGEMENT

An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget.

The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State's Project Manager on an agreed upon schedule, with email notifications and updates. The issue log must be updated and must contain the following minimum elements:

- Description of issue
- Issue identification date
- Responsibility for resolving issue.
- Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
- Resources assigned responsibility for resolution
- Resolution date
- Resolution description

1.402 RISK MANAGEMENT

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the Contract. Risk management generally involves (1) identification of the risk, (2) assigning a level of priority based on the probability of occurrence and impact to the project, (3) definition of mitigation strategies, and (4) monitoring of risk and mitigation strategy.

The Contractor shall create a risk management plan. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of the contract. The plan must be monitored and updated bi-weekly, or as agreed upon. The risk management plan will be developed in accordance with the State's PMM methodology and the PMBOK® (Project Management Institute).

1.403 CHANGE MANAGEMENT

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. The State also employs change management in its administration of the Contract.

If a proposed contract change is approved by the State's Project Managers and the Contract Administrator, the Contract Administrator will submit a request for change to the Department of Management and Budget, Purchasing Operations Buyer, who will make recommendations to the Director of Purchasing Operations regarding ultimate approval/disapproval of change request. If the DMB Purchasing Operations Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Purchasing Operations Buyer will issue an addendum to the Contract, via a Contract Change Notice. **Vendors who provide products or services prior to the issuance of a Contract Change Notice by the DMB Office of Purchasing Operations, risk non-payment for the out-of-scope/pricing products and/or services.**

The Contractor must employ change management procedures to handle such things as "out-of-scope" requests or changing business needs of the State while the migration is underway.

The Contractor shall employ the change control methodologies to justify changes in the processing environment, and to ensure those changes will not adversely affect performance or availability.

1.5 Acceptance

1.501 CRITERIA

The following criteria will be used by the State to determine Acceptance of the services and/or deliverables provided under this SOW.

The system shall not be deemed accepted by the State and no charges will be paid by the State until the standard of performance is met as defined in Section 1.104, Performance and Reliability Evaluation (PARE).

1. Acceptance testing identified in 1.104 must be sufficiently detailed to demonstrate the system's compliance with key criteria of this contract. At a minimum, the acceptance testing will confirm the following:
   a. Functional - the capabilities of the system with respect to the functions and features described in the technical portion of this Contract.
   b. Performance - the ability of the application to perform the workload throughput requirements. All problems should be completed satisfactorily within the allotted time frame.

1.502 FINAL ACCEPTANCE

Final acceptance is expressly conditioned upon completion of all delivery of equipment, completion of all tasks in the project plan as approved, delivery of services, and the certification by the State that the system meets the defined requirements.

1.6 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

1. Cost Proposal – See Appendix G

a. Contractor must provide purchasing options to include, but not limited to, payments based on deliverables, one cash payment, financial lease purchase and periodic payments to Contractor.

b. The Contractor shall include pricing for incremental storage and throughput for AFIS and archive databases. The next expansion increment would be 7 million for AFIS and 10 million for archive and 2 million transactions per year.
c. Contractor shall include pricing for up to an additional 10 AFIS sites.
d. Contractor must identify all information related, directly or indirectly, to the Contractor's proposed charges for services and deliverables including, but not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.

2. Price Protection

a. For the entire term of the Contract, the Contractor must guarantee to provide the changes/upgrades at the proposed rates. Such rates cannot increase during any term of the Contract.
b. For the initial term of the Contract, the Contractor must guarantee to provide the implementation/tailoring services at the proposed rates. Services rates shall not be increased during the initial term of the Contract. At least ninety (90) calendar days before the end of the initial term, Contractor may propose, in writing, labor rate increases not to exceed the labor rate increases reflected in the U.S. Department of Labor Consumer Price Index for services in this region. Proposed price adjustments will be taken into consideration when determining whether to extend any Contract.
c. For the initial term of the Contract, the Contractor must guarantee to provide the maintenance and support services at the proposed rates. Support rates shall not be increased during the initial term of the Contract. At least ninety (90) calendar days before the end of the initial term, Contractor may propose, in writing, maintenance and support renewal increases not to exceed five percent (5%) in any one year above the immediately preceding year's fee.
d. Price Decrease Guarantee - The Contractor, at its discretion, may elect to provide Services, including changes/upgrades and support specified in this Contract at a lower price than originally quoted at any time during the term of the Contract.
e. Costs Not Specified - Where there is no charge or rate for the Services, including changes/upgrades and support, specified enter N/C (no charge) or zero (0) on the Price List or Cost Models, as applicable. If the Contractor fails to provide a price, the State will assume the item is free. If the Contractor States "no charge" for an item in the model, the State will receive that item free for the period represented in the model.

3. **Billing Methodology and Payment**

Payments to the Contractor will be made upon the completion and acceptance of each of the six (6) milestones for each of the possible nine (9) phases, not to exceed the contractual costs of the phase. A milestone is defined as complete when all of the deliverables within the milestone have been accepted by MSP Project Manager, MDIT, and MSP Project Office.

Payments for ongoing costs, such as lease or maintenance payments, shall be made monthly following the State's acceptance of the Contractor's invoice.

1.7 Additional Terms and Conditions Specific to this SOW

1.701 ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO THIS SOW

1. The Contractor, during the performance of services detailed in this Contract, shall be responsible for any loss or damage to original documents, belonging to the State that are in the Contractor's possession. Restoration of lost or damaged original documents shall be at the Contractor's expense.

2. The Contractor shall agree that it will not volunteer, offer or sell its services to any litigant against the State with respect to any services that it has agreed to perform for the State, provided that this provision shall not apply either when the Contractor is issued a valid subpoena to testify in a judicial or administrative proceeding or when the enforcement of this provision would cause the Contractor to be in violation of any Michigan or Federal law.

Article 1, Attachment A

Pricing

See Appendix G
Summary of the Project Cost

Article 1, Attachment B

NEC understands and will comply with the State's project staff requirements.

The Michigan State AFIS project has the support of NEC representatives from the top down. In addition to on-site staff, the regional office has professional staff that will be involve in each step of the project and continues through warranty and maintenance. The following organization chart highlights key personnel in blue.

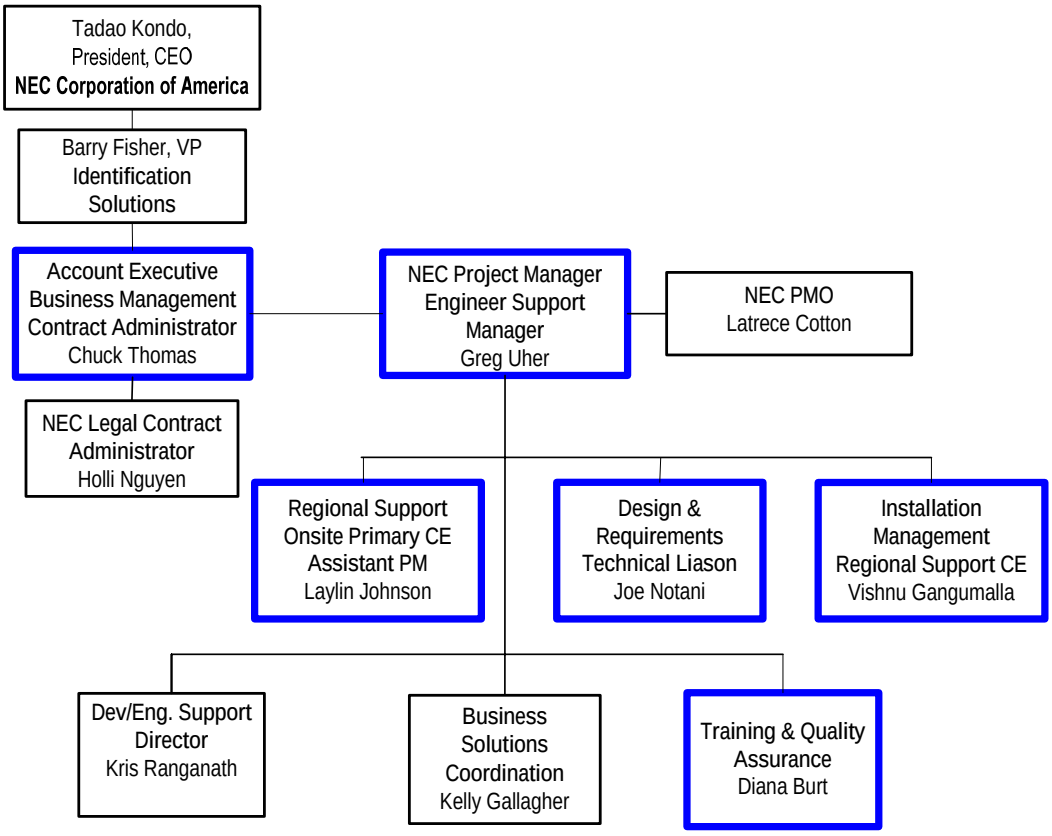

Figure 1 – NEC Organizational Chart & Key Personnel

Proposed Project Personnel

The following lists the proposed Key Personnel assigned to the project and a brief summary of their responsibilities. These team members are responsible for ensuring successful implementation of the project and serve as the primary contacts for the project. Key project personnel will be available on-site for weekly and monthly client meetings and will provide additional support and assistance as appropriate at milestone delivery.

Project Staff Position	Major Project Responsibilities	Project Tasks
Chuck Thomas **Account Executive** **Business Management** **Contract Administrator**	Leads contract negotiation responsibilities for project and deliverables Understand Client business needs Provides management experience to project leader Attends program reviews & briefings as needed Oversees milestones & key deliverables	Negotiates contract items Monitor task deliverables and milestones Reviews project progress against Master Schedule Resolves risk areas when needed Monitors customer satisfaction with project
Greg Uher **Project Manager** **Engineer Support Manager**	Project status reporting & control Keeps NEC senior management informed of progress against customer defined objectives Interacts with customer on all project management issues Responsible for approval & site access coordination Primary liaison concerning project status & direction NEC project leader	Tracks deliverables Develop project plans and schedules Tracks resource allocations Supervises site processes Coordinates change management Leads project team Responsible for all phases of program Program status reporting
Laylin Johnson **On-site Primary Customer Engineer Installation Support** **Assistant Project Manager**	Assists with coordinating site facility preparation Assists Project Manager with customer deliverables On site point of contact for day-to-day issues Assumes project leader responsibilities in his absence Site access coordination Performs all maintenance activities after acceptance	Performs quality assurance testing at national facility Assists with system installation & testing Reviews site survey & planning Tracks status of programming errors & resolutions
Vishnu Gangumalla **Installation Management** **Regional Support Customer Engineer**	Risk mitigation strategies Direct supervision of on-site team engineers Implements work schedules for program components Coordinates installation as directed by Project manager Provides h/w and s/w support through life of project	Oversees contract deliverables Directs & aligns resources Escalation point for problem resolution Manages quality maintenance services for program lifecycle
Joe Notani **Design & Technical Requirements**	Manages & directs overall design analysis, specification and production Resolves technical issues Assumes key liaison role with NEC engineers & subcontractor engineers Reviews project schedule for resource allocation & progress	Responds to change order requests against requirements analysis specifications Delivers final design specification for project Coordinates Implementation Plan

Project Staff Position	Major Project Responsibilities	Project Tasks
Diana Burt **Quality Assurance & User Training**	Coordinates & monitors quality assurance procedures for technical services Manages training plan & user documentation Recommends annual training plan for site productivity	Tracks technical problems & resolutions Performs duties for coordinating testing controls & processes Produces Training Plan Delivers user documentation Schedules training for successful implementation Audits customer performance for remedial needs

Article 1, Attachment C

The following are NEC's labor rates:

Category	Hourly Rate	
Requirement Analysis	$	240
Specifications	$	180
Customization, Coding	$	160
Offsite System Testing	$	150
Onsite System Testing	$	140
Project Management Tasks	$	180
Documentation / User Guide	$	110

Article 1, Attachment D

Deliverables

Below is a listing of deliverables for the Michigan AFIS project. The items listed here include specific deliverables outline in Article 1 Section 1.104 and the project task that will deliver that item.

- Task Deliverables – The name of the task on the project plan that satisfies the deliverable requirement.

For more information on additional deliverables requested throughout the Contract document, deliverables that comply with PMM guidelines and deliverables that comply with software development and system integration Best Practices please refer to the Work Breakdown Structure or the Microsoft Project Schedule. Please note that some items on the list are internal NEC project deliverables that contain proprietary and confidential information. These documents will not be distributed to MSP and MDIT for review. The NEC Project Manager will note these documents in the communication matrix outlined in the project scheduled delivered during the Discovery Phase.

Deliverable Requirement Description	Task Deliverable
Discovery Phase	
Project Plan to solidify project timeline (including identifying each phase) and staffing (state and contractor) plan through final implementation	Project Plan – Schedule Section
MSP flow processes Conceptual Design Plan Review current Standard Operating Procedures and recommend changes	Conceptual Design
Hardware and infrastructure configuration specification Technical Design Plan to outline hardware and software configuration requirements	Technical Design Plan (Site Plan)
Design and Specification	
Design system security	General System Design Detailed System Design (DSD)
Functional Specifications	General System Design
Development Plan to communicate development and customization activities and points requiring customer interaction and user acceptance	Project Plan – Communication Section
Reports Functional Specification	General System Design Detailed System Design
Training Plan	Training Agenda Training Plan
Test Specifications	Testing Plan
Development and Implementation	
User Acceptance Test and PARE Plan	UAT and PARE Plan
Pilot Plan	Implementation Plan
Data Migration Plan	Implementation Plan
User Documentation	User Guide
System Administrator Documentation	System Administrator Guide
User Training Materials	User Guide
System Administrator Training materials	System Administrator Guide
Deployment and Operations Guide	System Administrator Guide
Hardware/Software	
Central System, hardware, and software delivered and installed at customer site	Hardware Installed at Client Software Loaded at Client

Deliverable Requirement Description	Task Deliverable
Production Preparation, Training and Acceptance	
Software and hardware procurement and delivery	Bill of Materials (Not on the project schedule). Hardware Delivered to Client Software Delivered to Client
User and System Administrator Training	User Training System Admin Training
User Acceptance and PARE Testing to facilitate User Acceptance Testing	UAT
Facility and Support Pilot Testing	Pilot Test Execution
Support Plan to address alternative methods for providing user and administrator support	Maintenance and Support Plan
Enterprise Deployment	
Deployment and Installation of application hardware	Production Switchover Activities
Data Migration	Data Conversion
System Support and maintenance to provide ongoing support and maintenance solutions	System Support and Maintenance
Backup and Recovery Plan Prescriptive guidance regarding proper system backup and recover methodologies Post project Analysis. Review engagement, outlining opportunities for improving ongoing communication and support.	Switchover Plan System Administrator Guide Project Audit Lessons Learned Documentation

Article 1, Attachment E

Project Plan

Below are the project plan components for this Contract.

E.1 Project Organization Structure

The State of Michigan Automated Fingerprint System project has the support of the NEC Identification Solutions (AFIS) Division from the top down. In addition to on-site staff, the Regional Office has professional staff that will be involve in each step of the project through warranty and maintenance. NEC understands and will comply with the project staff requirements outlined in the State of Michigan Automated Fingerprint System Contract. This project organization chart below is identical to that requested for Article 1, Attachment B.

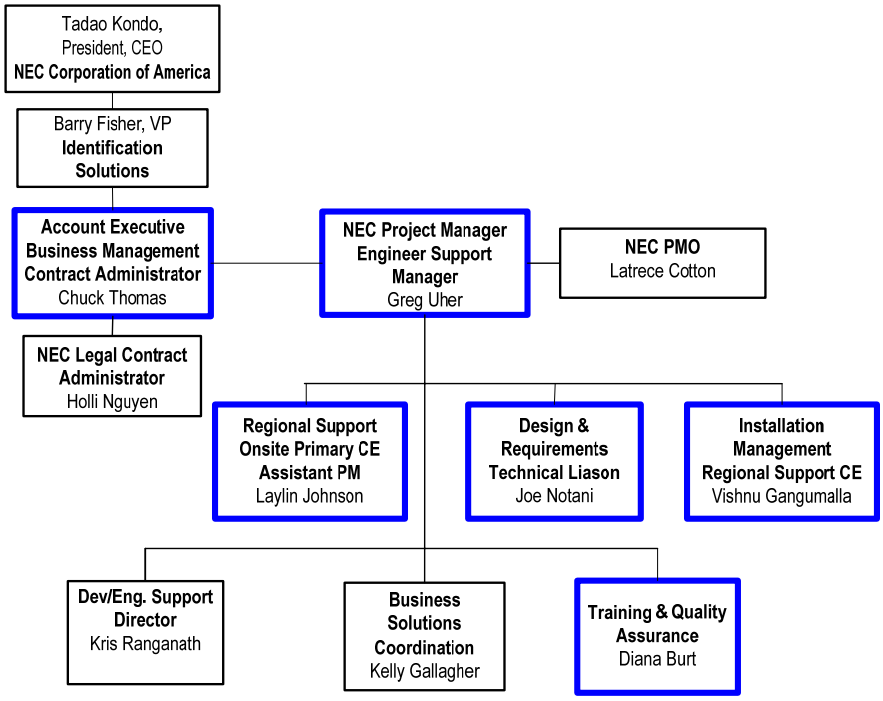

Figure 2 NEC Organization & Key Personnel

E.2 Project Staffing

NEC has selected a skilled project team based on their experience with the design and implementation of large, complicated AFIS projects. The selected team is highly qualified to support the implementation of the State of Michigan AFIS project. Each team member has strong individual project design and implementation backgrounds, and they also have past experience working together on a number of contracts. The primary points of support and communication with MSP and MDIT will be the NEC Project Manager. NEC has extensive resources for this project. Therefore, MSP and MDIT can be assured of our corporate commitment to the project with a well-planned and timely project.

Project Staff Position	Major Project Responsibilities	Project Tasks
Chuck Thomas **Account Executive** **Business Management** **Contract Administrator**	Leads contract negotiation responsibilities for project and deliverables Understand Client business needs Provides management experience to project leader Attends program reviews & briefings as needed Oversees milestones & key deliverables	Negotiates contract items Monitor task deliverables and milestones Reviews project progress against Master Schedule Resolves risk areas when needed Monitors customer satisfaction with project
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Joe Notani **Design & Technical Requirements**	Manages & directs overall design analysis, specification and production Resolves technical issues Assumes key liaison role with NEC engineers & subcontractor engineers Reviews project schedule for resource allocation & progress	Responds to change order requests against requirements analysis specifications Delivers final design specification for project Coordinates Implementation Plan
Diana Burt **Quality Assurance & User Training**	Coordinates & monitors quality assurance procedures for technical services Manages training plan & user documentation Recommends annual training plan for site productivity	Tracks technical problems & resolutions Performs duties for coordinating testing controls & processes Produces Training Plan Delivers user documentation Schedules training for successful implementation Audits customer performance for remedial needs

Table 1 NEC Key Personnel

E.3 Work Breakdown Structure – Phase 0 Expansion

Building the project schedule begins with the identification of work deliverables. These deliverables represent logical work products that the team produces in order to meet the project objectives. This project plan documents the preliminary activities identified to meet the project goals. The figures below represent a high-level work breakdown structure for the Michigan AFIS Project. The tasks identified in this section are also represented in Microsoft Project Schedule format. Please reference the provided electronic version of the project schedule on the CD for a complete view of the project schedule Gantt chart.

Microsoft Project File: Attachment E_MSP_Complete_Project_Schedule_Final.mpp

Figure 3 – Michigan AFIS shows eight first level headings. The first two items on the chart; Contract Award and Contract Start are milestones used to anchor the network diagram in the following section. The Project Management Heading represents project management services that will be provided throughout the duration of the project. The remaining five headings represent the major project milestones.

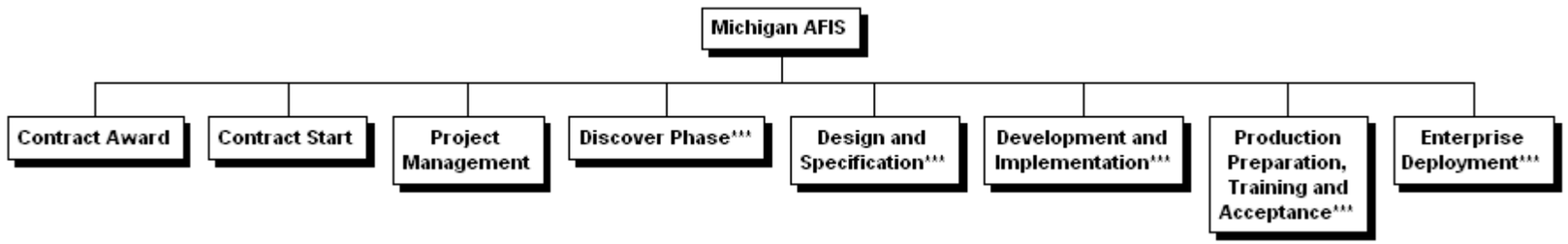


Figure 3 – Michigan AFIS

Figure 4 - Project Management Tasks documents NEC's responsibility to provide project management services for the project

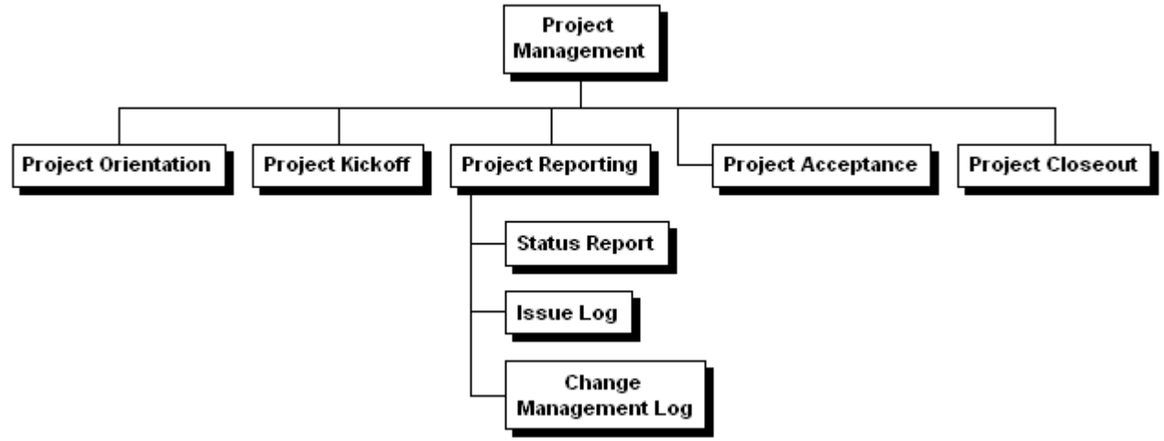


Figure 4 - Project Management Tasks

Figure 5 – Discovery Phase, Project Plan Tasks documents the content and tasks associated with creating the Project Plan to initiate the project.

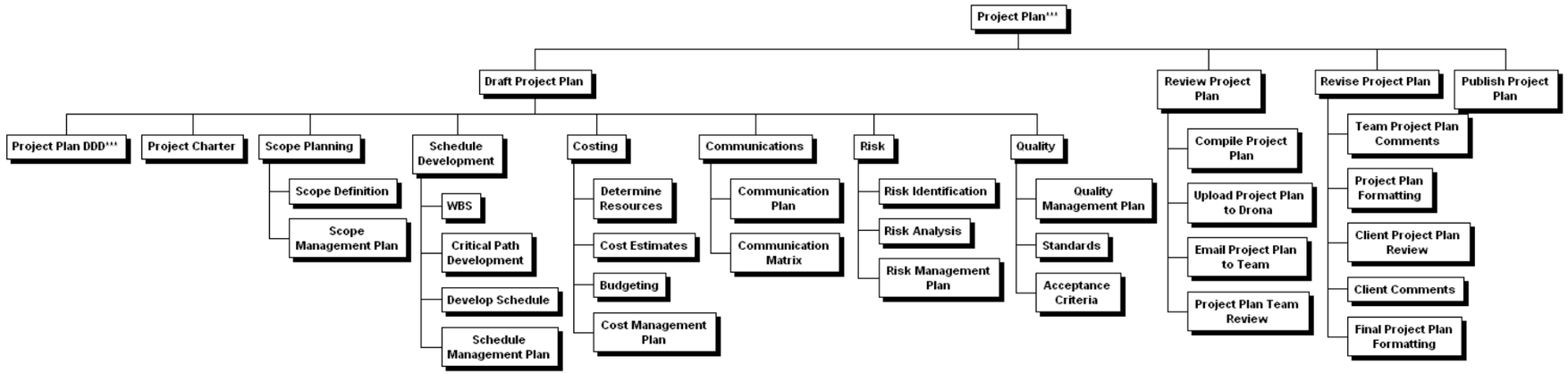


Figure 5 – Discovery Phase, Project Plan Tasks

Figure 6 – Discovery Phase, Requirements Gathering & Validation Tasks outlines the content of the requirements document and the tasks associated with gathering and creating Requirements Document and Traceability Matrix used to verify all system and project functionality.

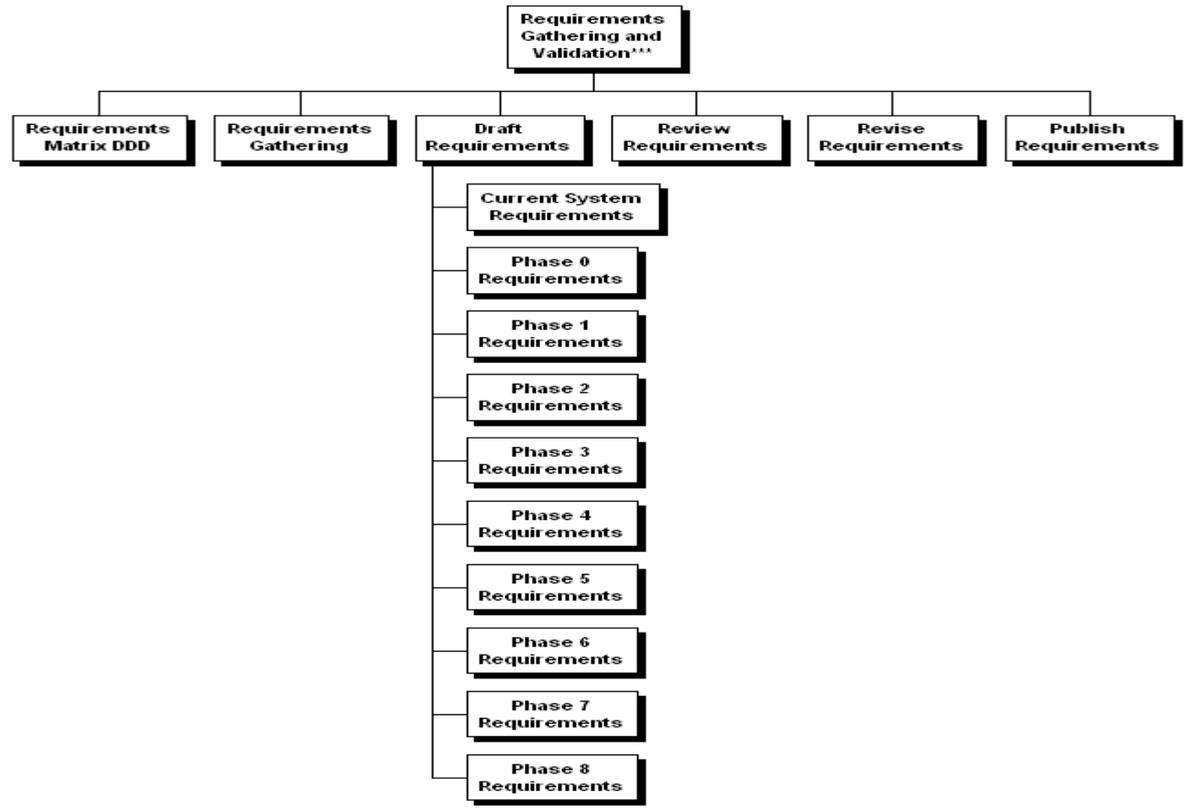


Figure 6 – Discovery Phase, Requirements Gathering & Validation Tasks

Figure 7 – Discovery Phase, Conceptual Design Tasks documents the content and tasks associated with creating the Conceptual Design to provide a high level understanding of the system components, configuration and functionality.

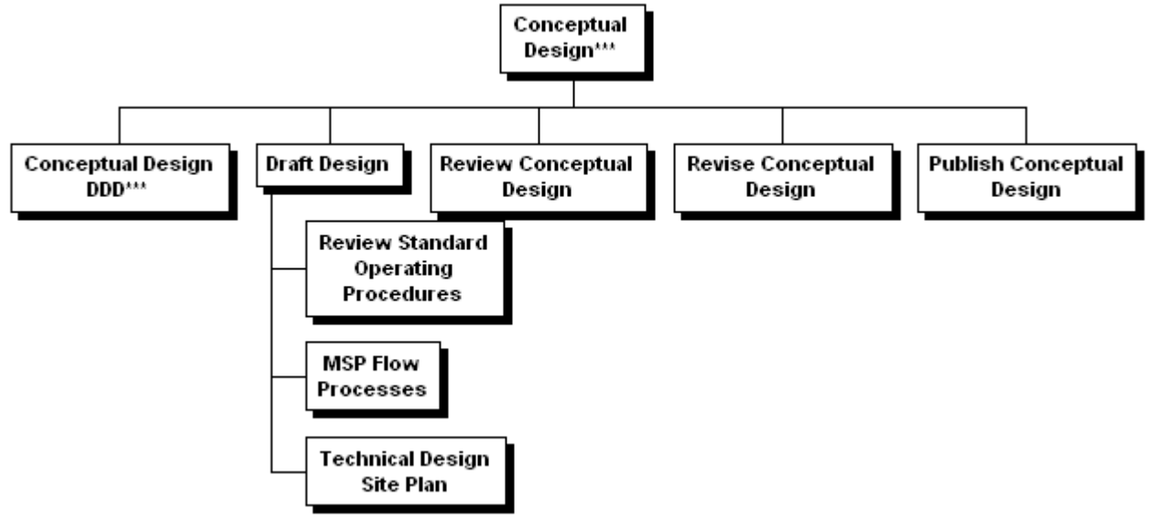


Figure 7 – Discovery Phase, Conceptual Design Tasks

Figure **8** – Design & Specification Phase, General System Design Tasks documents the content and tasks associated with creating the GSD to document the system functionality that will satisfy the requirements.

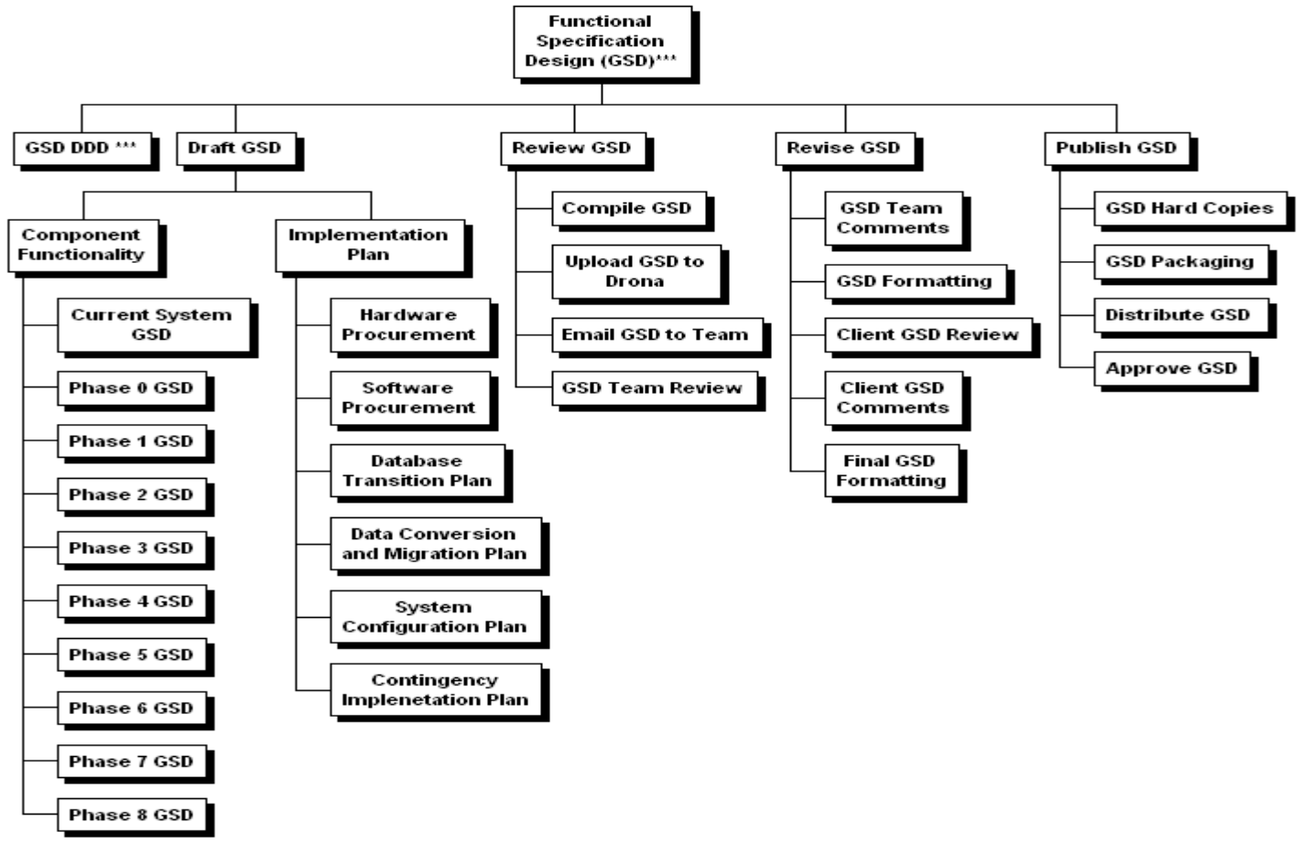


Figure 8 – Design & Specification Phase, General System Design Tasks

Figure **9** – Design & Specification Phase, Detailed System Design Tasks documents the content and tasks associated with creating the DSD to provide detailed technical specifications on how the system will technically enact the functionality outlined in the GSD.

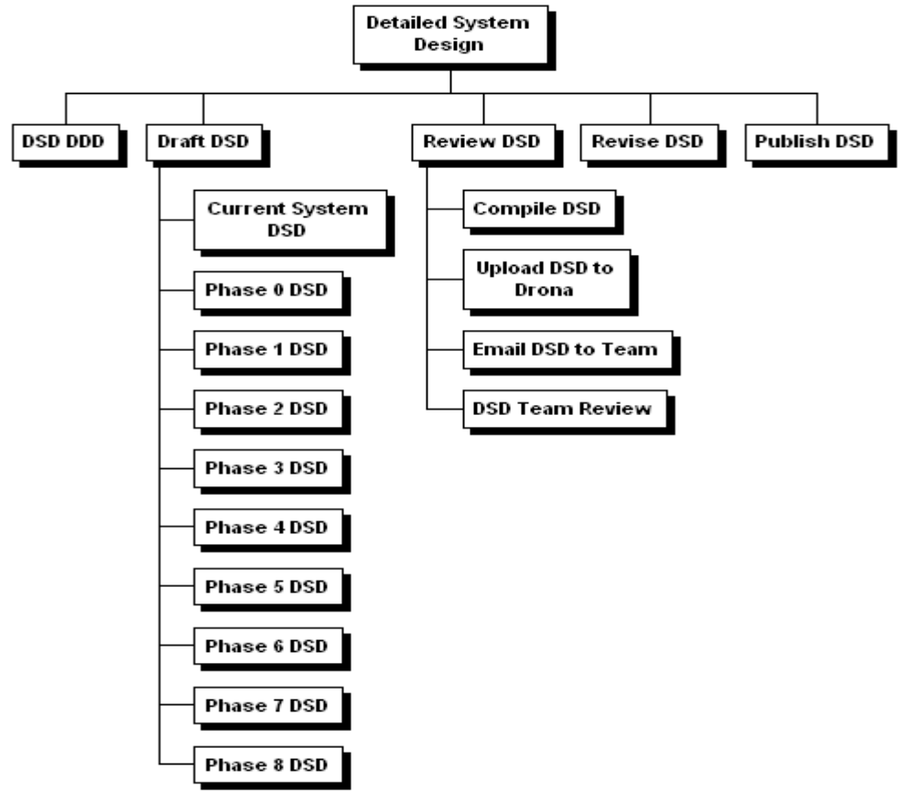


Figure 9 – Design & Specification Phase, Detailed System Design Tasks

Figure 10 – Design & Specification Phase, Test Plan Tasks documents the content and tasks associated with creating the Test Plan used to ensure validation of system requirements and ensure product quality.

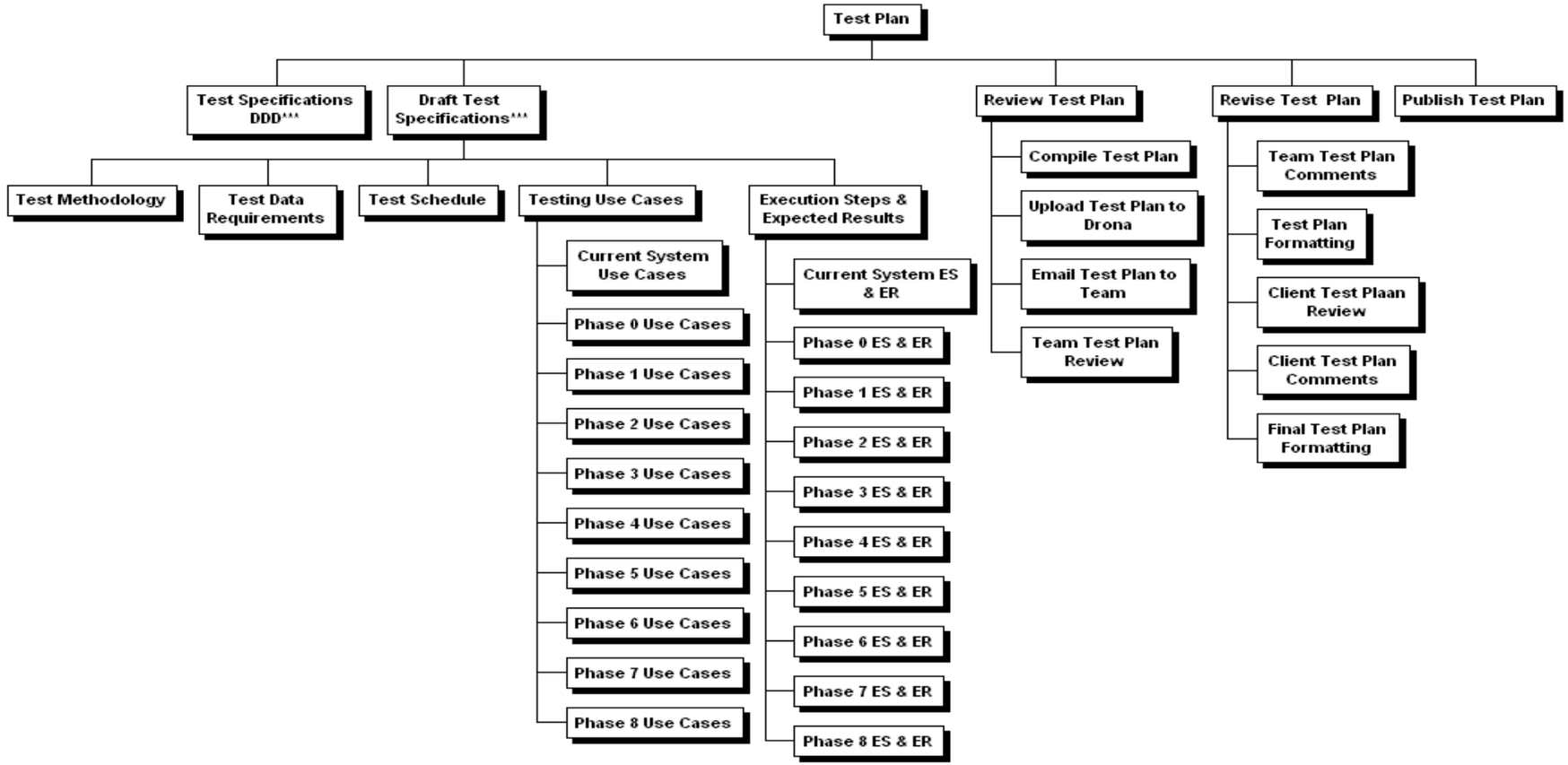


Figure 10 – Design & Specification Phase, Test Plan Tasks

Figure 11 – Design & Specification Phase – Training & Documentation Tasks documents the content and tasks associated with creating the Training Plans for User Training.

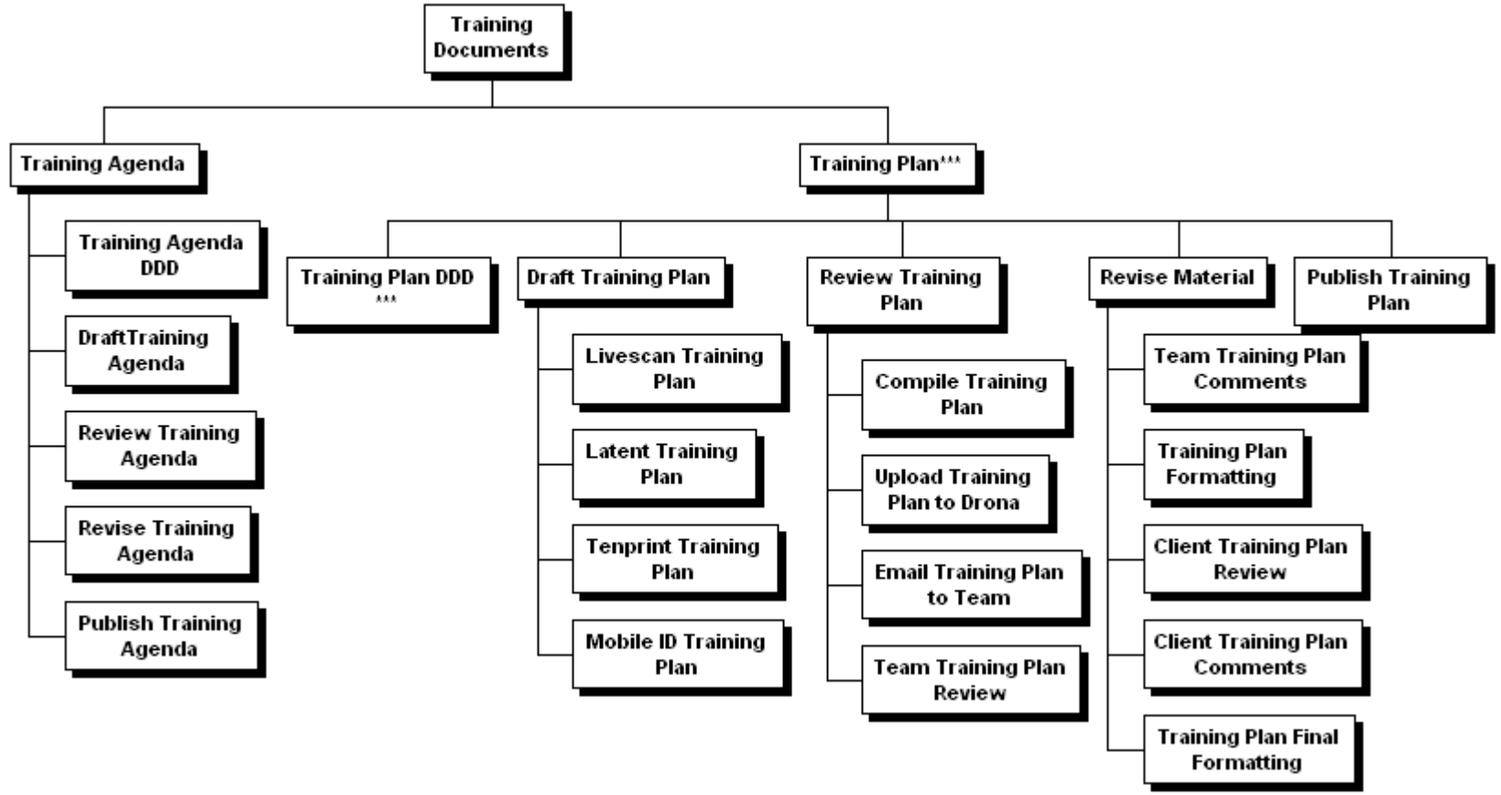


Figure 11 – Design & Specification Phase – Training & Documentation Tasks

Figure 12 – Development & Implementation Phase, Tokyo Coding Tasks documents the components that will be coded by our Tokyo team members and delivered to the client as part of the AFIS solution.

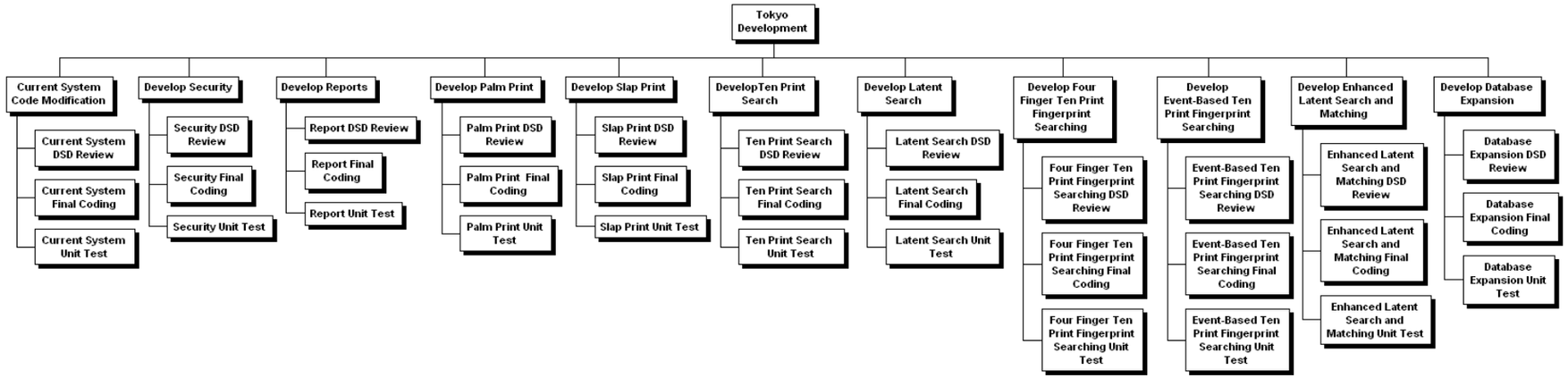


Figure 12 – Development & Implementation Phase, Tokyo Coding Tasks

Figure 13 – Development & Implementation Phase, NECAM Coding Tasks documents the components that will be coded by our NECAM team members and delivered to the client as part of the AFIS solution.

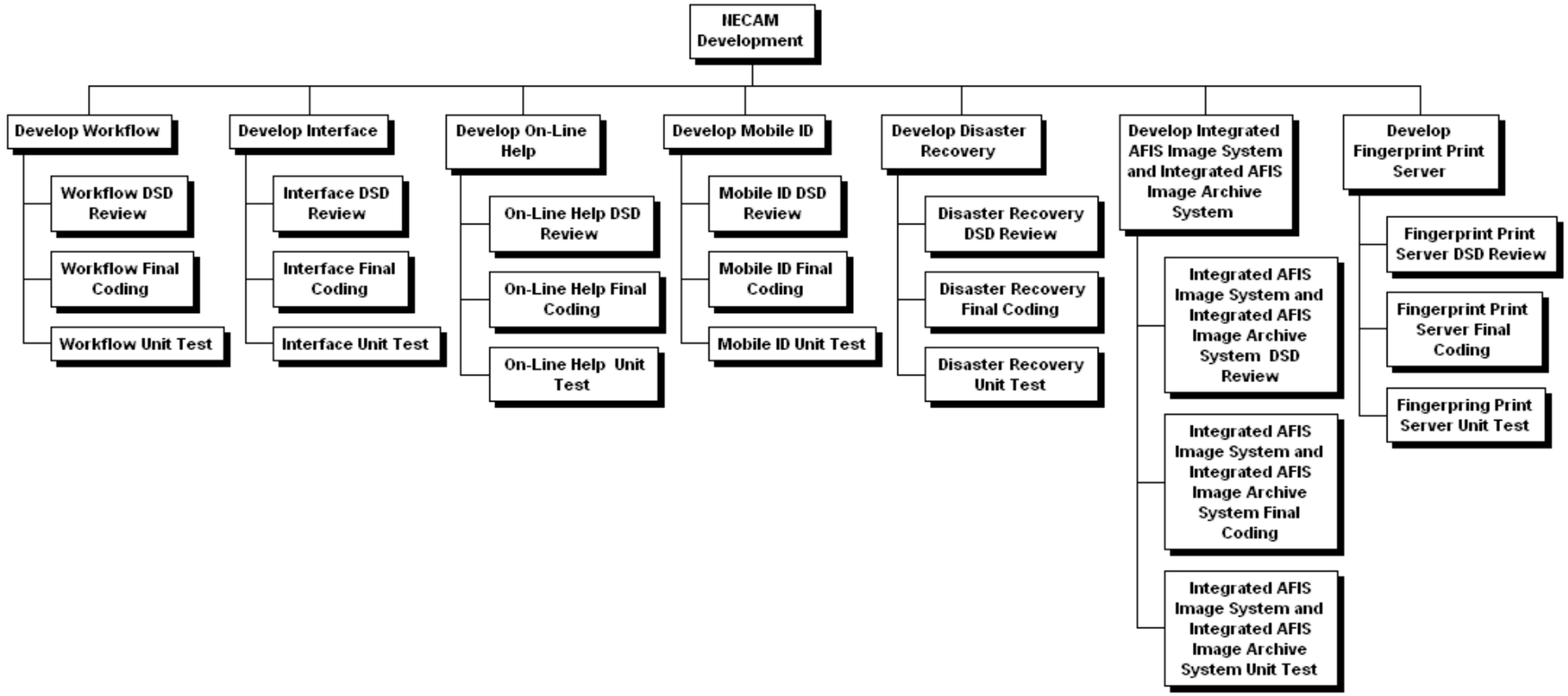


Figure 13 – Development & Implementation Phase, NECAM Coding Tasks

Figure 14 – Development & Implementation Phase, Test Setup Tasks documents different testing activities that will be performed on the project to validate the system.

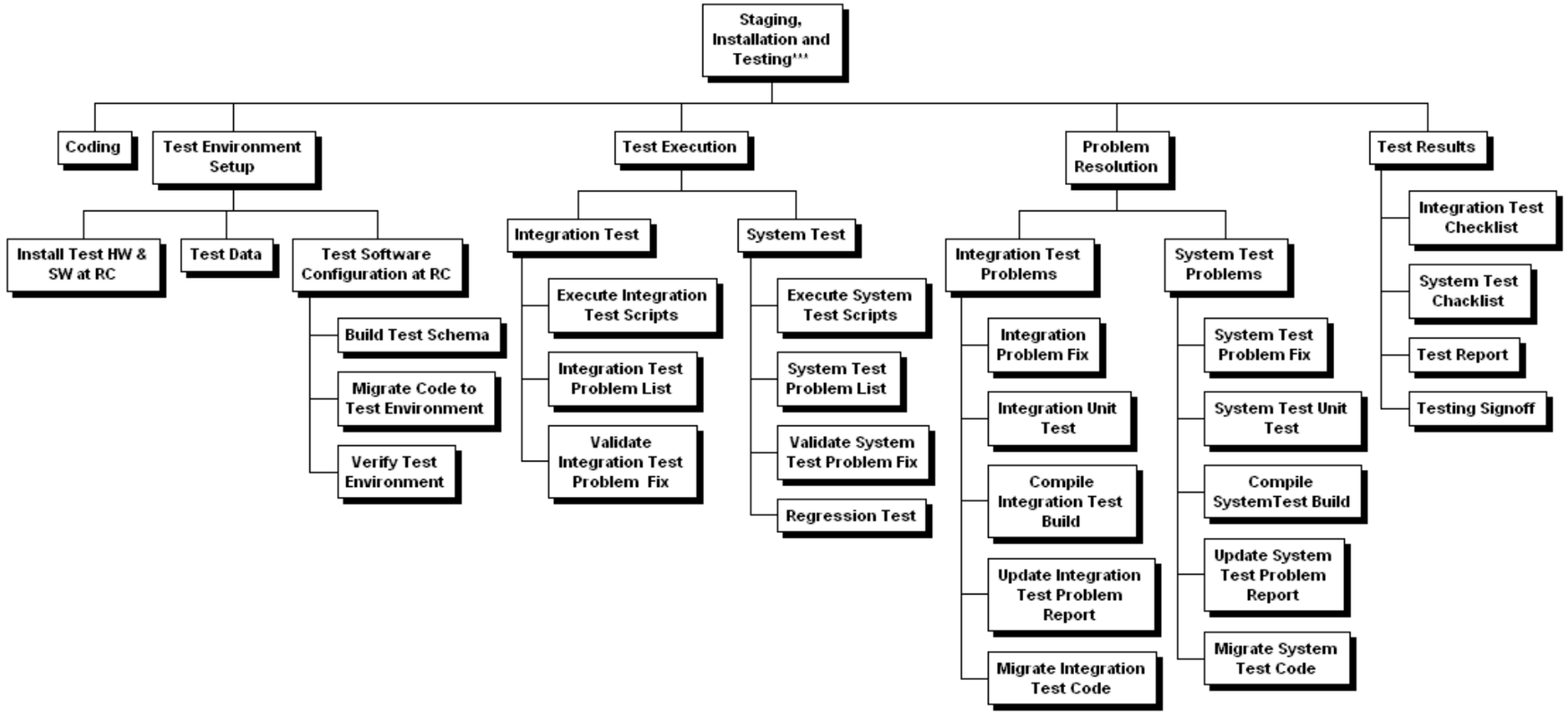


Figure 14 – Development & Implementation Phase, Test Setup Tasks

Figure 15 - Development and Implementation Phase – UAT and PARE Plan Tasks documents the content and tasks associated with creating the User Acceptance Test Plan that the client will use to ensure reliability and performance of the system.

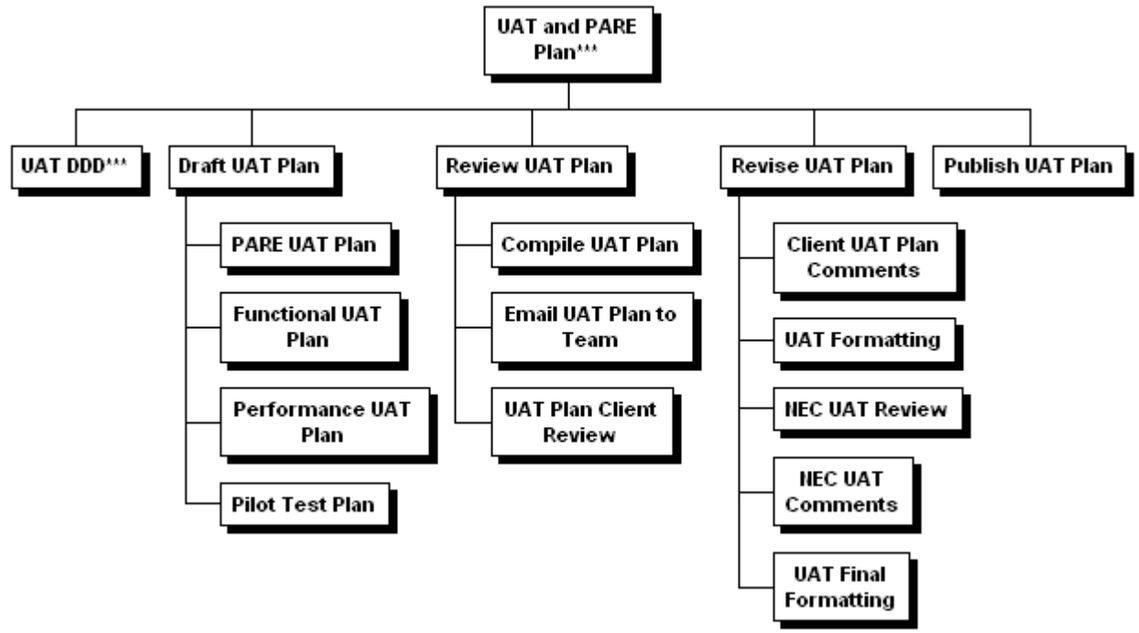


Figure 15 - Development and Implementation Phase – UAT and PARE Plan Tasks

Figure 16 – Development & Implementation Phase, User Guide Tasks documents the content and tasks associated with creating the User Guides that will be utilized in the User Training.

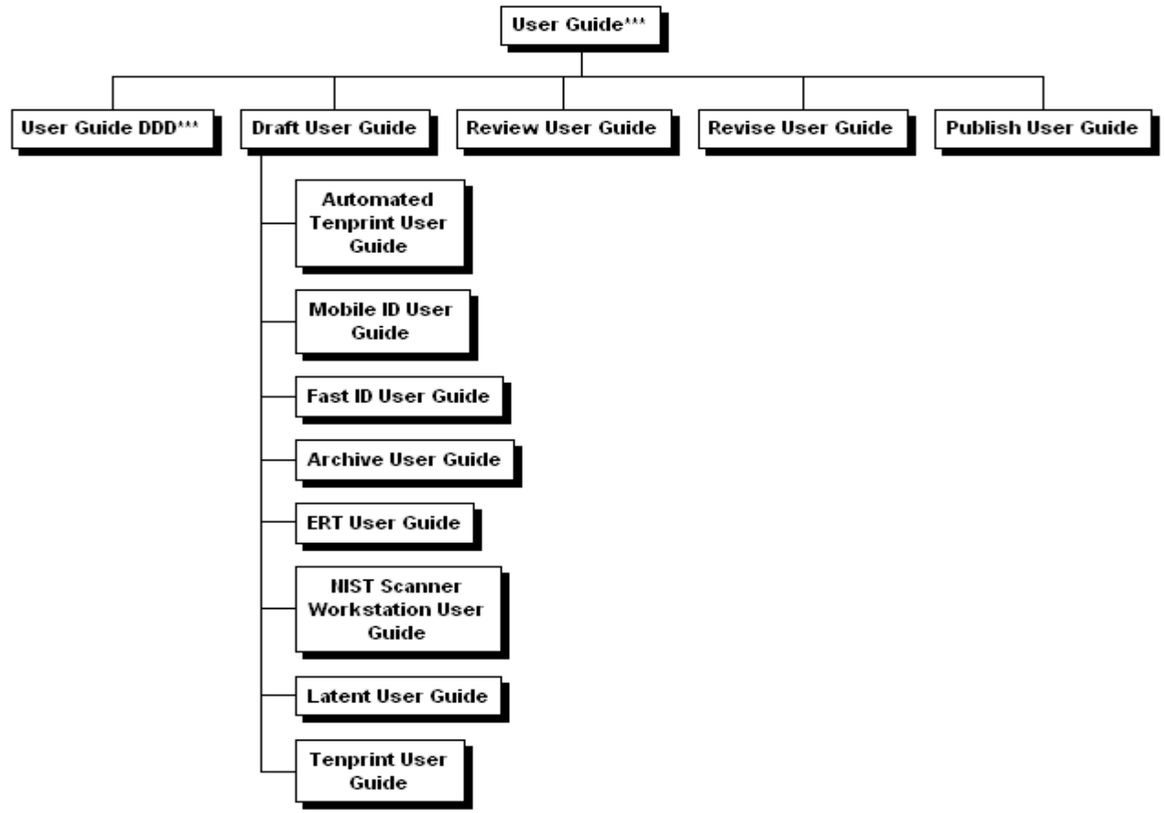


Figure 16 – Development & Implementation Phase, User Guide Tasks

Figure 17 – Development & Implementation Phase – System Administrator Guide Tasks documents the content and tasks associated with creating the User Acceptance Test Plan that the client will use to ensure reliability and performance of the system.

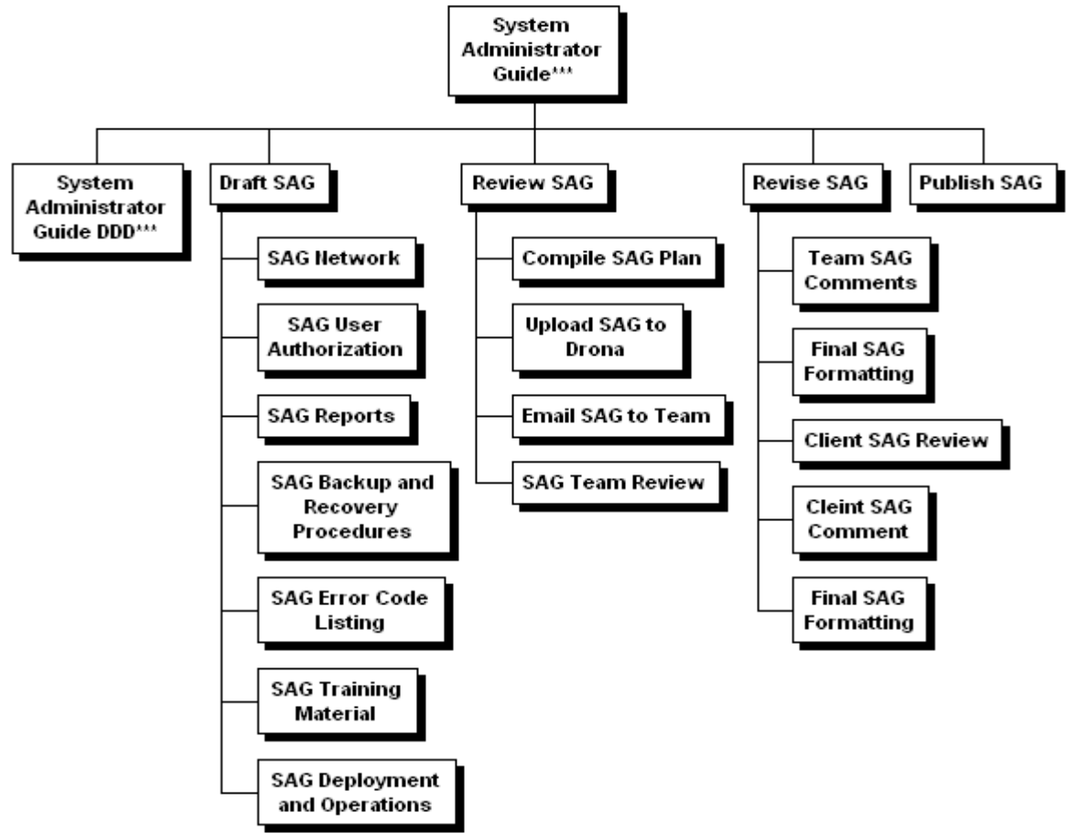


Figure 17 – Development & Implementation Phase – System Administrator Guide Tasks

Figure 18 – Production Preparation Tasks documents tasks associated with converting current data to the new system database, training and performance of the user acceptance test.

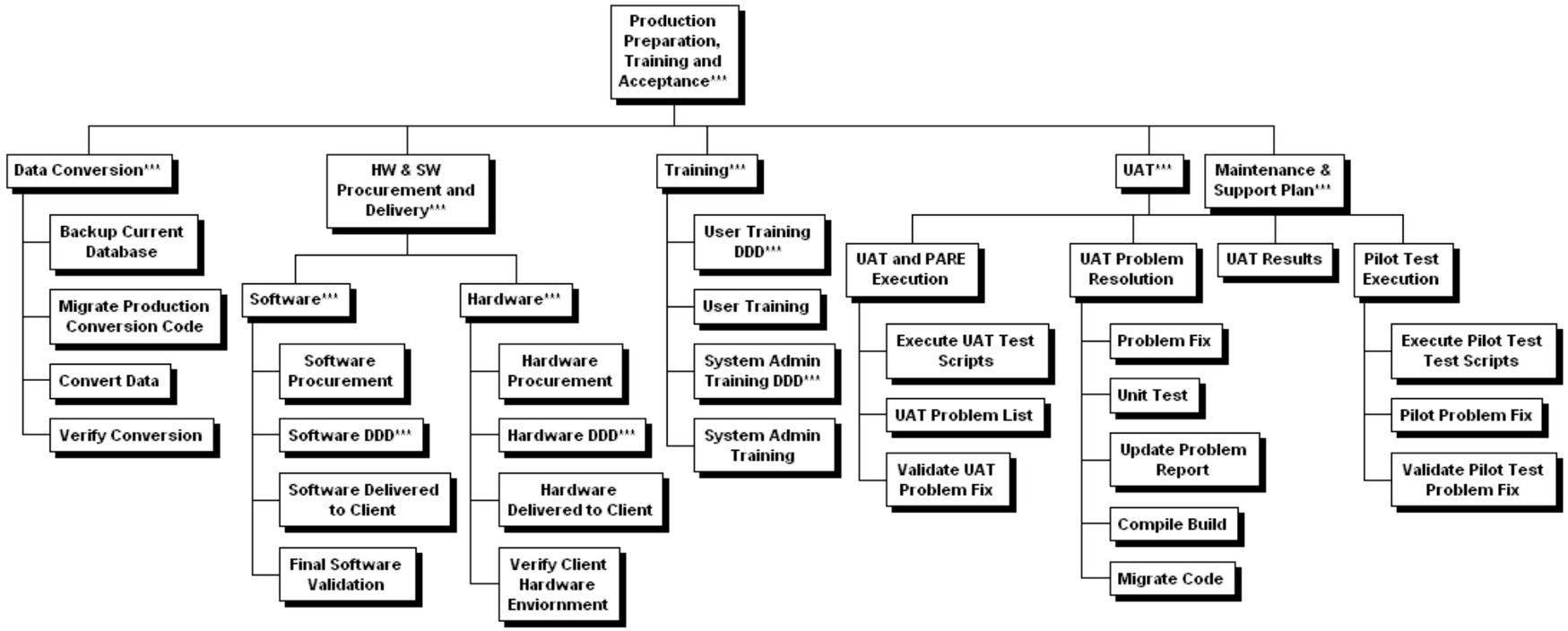


Figure 18 – Production Preparation Tasks

Figure 19 – Enterprise Deployment Tasks documents the switchover activities to cutover to the new system.

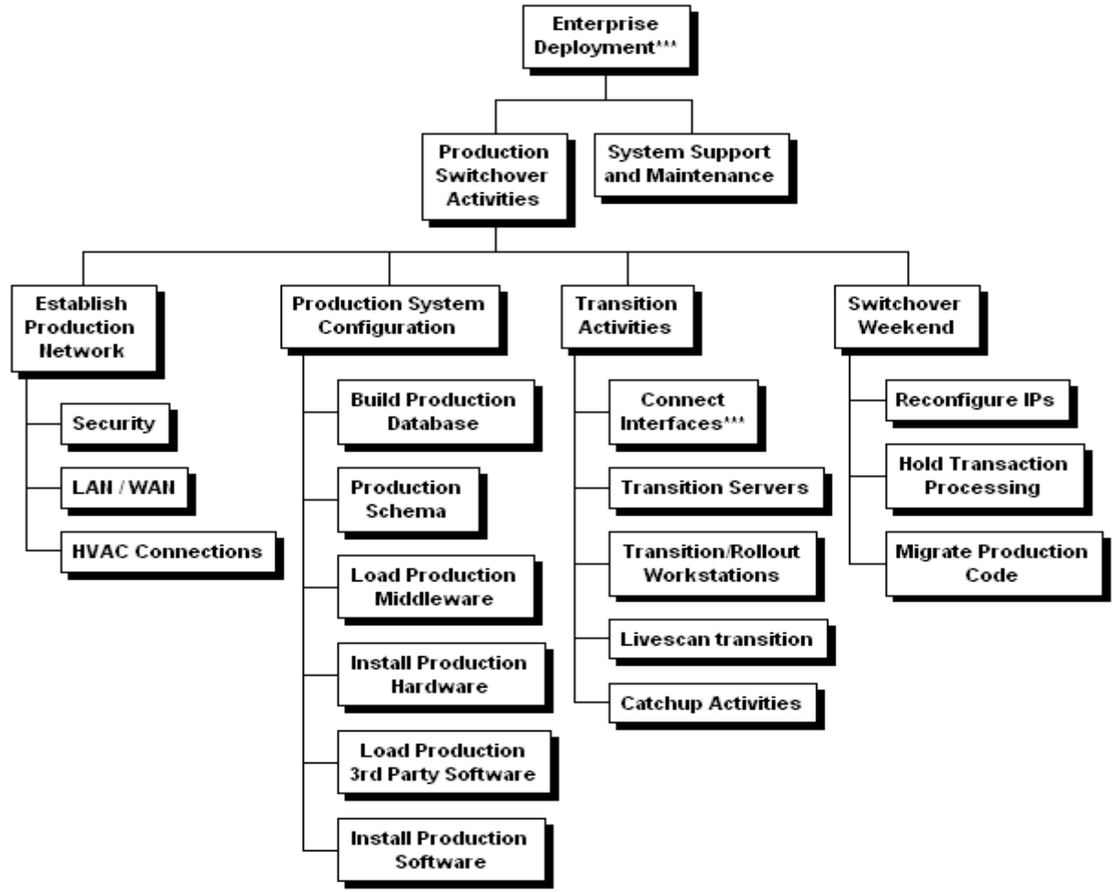


Figure 19 – Enterprise Deployment Tasks

E.4 High Level Critical Path Network Diagram for the Michigan AFIS Project

The charts that follow show the tasks provided in the Work Breakdown Structure for the Michigan AFIS Project. To provide discernable information, the network diagram has been subdivided in the sections. All dependencies are outlined however; the critical path critical path indicated in these charts is not that of the complete project. The full network diagram is provided in PDF format and shows the project critical path. The NEC Project Manager will be able to manage critical tasks effectively to facilitate timely completion of deliverables for milestones and final project acceptance. Please see the Microsoft Project Schedule associated with these planning diagrams for tasks due dates and resources.

Figure 20 – Discovery Phase Network Diagram
Figure 21 – Design Phase Network Diagram
Figure 22 – Development Network Diagram
Figure 23 – Design Phase Network Diagram
Figure 24 – Documentation Network Diagram
Figure 25 – Environment Setup Network Diagram
Figure 26 – Acceptance Network Diagram

Article 1, Attachment F

Service Level Agreement

The parties acknowledge that unscheduled downtime will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any such delay. Therefore, Contractor and the State agree that in the case of any such unscheduled downtime in respect of which the State does not elect to exercise its rights under **Section 2.191**, the State may assess Monetary Assessments against Contractor as specified in this Section.

The Contractor is expected to meet a service level objective of 99.9% availability, less than .75 (point 75) hours of unscheduled downtime per calendar month. If unscheduled downtime occurs that exceeds this expectation, then the State shall be entitled to collect damages in the amount specified in the following chart. The amount of the Monetary Assessment will be based on the number of downtime occurrences each month and the total length of time the system is down each month. The purpose of including the number of occurrences in the damage calculation is to emphasize the State's expectation that continuous, ongoing downtime of short duration is unacceptable. The Monetary Assessment will be a percentage of the Contractor's per transaction charges for the month that the downtime occurred. At the start of a new month, the State will provide the Contractor with a list of downtime that occurred the previous month that it expects to receive Monetary Assessments for. Amounts due the State will be reflected as a credit on the corresponding monthly invoice. No delay by the State in assessing or collecting Monetary Assessments shall be construed as a waiver of such rights. The State also reserves the right to waive Monetary Assessments based on the Contractors recent system performance.

The Contractor shall not be liable for Monetary Assessments when incidents or delays result directly from causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God, fires, floods, epidemics, acts of terrorism, and labor unrest; but in every case the delays must be beyond the control and without the fault or negligence of the Contractor. In addition, any outages related to the following causes shall be excluded from any calculation of downtime:

- Periods of scheduled or emergency maintenance activities or a scheduled outage;
- Problems with the State's site content or the State's or other third party's programming errors;
- Problems caused by systems administration, commands, or file transfers performed by the State's representatives;
- Interruptions in third party networks that prevent users of the Internet from accessing the State Web site;
- Other activities the State directs, denial of service attacks, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against parties (including carriers and the Contractor's other vendors), and other force majeure events;
- Lack of availability or untimely response by the State to incidents that require the State's participation for problem source identification and/or resolution; and
- The State's breach of its obligations under this Statement of Work.

Monetary Assessments will be assessed as follows:

Number of Occurrences				
>10	10%	15%	20%	25%
7-9	7.5%	10%	15%	20%
4-6	5%	7.5%	10%	15%
1-3	2.5%	5%	7.5%	10%
	.75-2	**>2-4**	**>4-8**	**>8**

Hours of Downtime

For example, if the Contractor experien[illegible]eduled downtime for the month, and the hours of downtime totaled 4 hours, the Contractor would be subject to Monetary Assessments of 7.5% of the monthly invoice amount for the month the downtime occurred.

Article 1, Attachment G

Pass through from ID Networks for 24 Additional Palm Scanner Devices

These devices were accepted by the State on January 1, 2009.
Payment was made under Purchase Order #084N8204444

SCOPE OF WORK:
The purchase of 24 palm print scanner devices for post that have live scan devices. Vendor will deliver and install equipment at MSP sites that currently have livescan devices.

TASKS:
1. Vendor will deliver palm scan devices to following MSP sites: Brighton, Coldwater, Lansing, Groveland, Houghton Lake, Ithaca, Negaunee, Jackson, Newaygo, Lakeview, Flint, Lapeer, Detroit, Metro North (Oak Park), Bridgman, Paw Paw, Richmond, Reed City, Metro South (Taylor), Stephenson, Niles, Ypsilanti, Adrian, and Battle Creek.
2. Vendor will install and connect palm devices to current livescan devices.
3. Vendor will provide on-site configuration of each palm scan device
4. Vendor will test and verify the palm devices are properly capturing and submitting palm prints to the Michigan's AFIS.
5. Vendor will provide on-site training to designated staff at each site to include use and basic maintenance of the new equipment.

DELIVERABLES:
Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables for this project include:
1. Delivery and installation at each identified site.
2. Configuration, testing and verification of each device.
3. On-site training to designated staff at each site.

PROJECT CONTROL AND REPORTS:
A bi-weekly progress report must be submitted to the Agency Project Manager throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours**: Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.

2. **Accomplishments**: Indicate what was worked on and what was completed during the current reporting period.

3. **Funds**: Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:
Agency standards, if any, in addition to MDIT standards.

Vendor installation and maintenance staff will require background checks.

PAYMENT SCHEDULE:
- Payment will be made on a ***Satisfactory acceptance of each Deliverable***

basis. DIT will pay CONTRACTOR upon receipt of properly completed invoices which shall be submitted to the Project Manager not more often than monthly. All invoices should reflect actual work completed by payment date, and must be approved by the Agency Project Manager prior to payment. The invoices shall

describe and document to the Project Manager's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, provide a detailed breakdown of each type.

Payment shall be considered timely if made by the DIT within forty five (45) days after receipt of properly completed invoices.

EXPENSES:
The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:
The designated Agency Project Manager for the ID Network Equipment pass through is:

Pete Langenfeld
MSP
CRD Identification Section
Hollister Bld 4E
106 W Allegan
Lansing, Mi 48933
Phone Number 517-636-0122
Fax Number 517-322-6326
langenfp@michigan.gov

The DIT Contract Administrator for the ID Network Equipment pass through is:

Barb Suska
Michigan Department of Information Technology
1st Floor North Tower Constitution Hall
525 West Allegan St.
Lansing, MI 48933
Phone Number: 517-335-4067
Fax Number: 517-241-8852
suskab2@michigan.gov

AGENCY RESPONSIBILITIES/ASSUMPTIONS:
Agency will coordinate with vendor for testing and verification that palm scan devices are accurately configured to submit to the Michigan AFIS.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:
Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

NEC

NEC Corporation of America
500 Park Blvd., Suite 901
Itasca, IL 60143
630-694-5533

May 14, 2008

Peter Lengenfeld
Michigan State Police
106 W. Allegan
Lansing, MI 48933
(517) 636-0122

Re: Pricing for AFIS Palm Livescan upgrade:

Dear Mr. Lengenfeld,

On behalf of NEC Corporation of America, I am pleased to provide you with pricing for the upgrade of the ID Networks, Inc. Livescan to include palm print capture. NEC and ID Networks will enter into an agreement to allow the purchase of the ID Networks solution for the Michigan State Police. The pricing quoted here was based on ID Networks quote # 08-0513-01 dated 5/13/08. This upgrade will replace the existing Lite Xe 10 print scanner with the TP4800 finger & palm scanner at 24 locations throughout Michigan. This quote does not include maintenance pricing or maintenance provisions; it is strictly for the purchase of the upgrade scanners. Please refer to the tables below for an explanation of the products and services being offered for your consideration:

Equipment and Services

NEC *ID Networks, Inc. Livescan upgrade*

No.	Code	Description	Qty.	Unit Price	Total Price
1	Palm Upgrade	Integrated Palm Capture (includes Identix TP4800 Palm scanner).	24	$ 24,375	$ 585,000
2	Installation	Onsite installation, training, travel.	24	$ 1,244	$ 29,856
3	Trade-in	Trade-in of existing Lite-Xe 10-print scanner.	24	$ (2,500)	$ (60,000)
				SUB TOTAL	**$ 554,856**
				DISCOUNT	**$ (33,600)**
				TOTAL	**$ 521,256**

The above prices do not include any sales, use, value added, federal, state, local or other taxes. All such taxes shall be paid by the customer, or in lieu thereof, customer shall provide an appropriate tax exemption form.

NEC

Michigan State Police

Warranty

The ID Networks, Inc. Livescan upgrade comes with a one year warranty provided by ID Networks. Post warranty maintenance is available from ID Networks under a separate agreement. NEC is not responsible for any warranty or post warranty related items.

The delivery schedule is dependant upon ID Networks. NEC will not make delivery estimates. The price quoted above excludes any necessary site preparation, and is exclusive of communications line costs, as well as maintenance costs after warranty.

Michigan State Police is responsible for all power and network connectivity.

I hope this information is beneficial to you at this time. Upon receipt of this proposal please do not hesitate to contact me at any time with any questions or concerns.

Sincerely,

Chuck Thomas

Chuck Thomas
National Sales Director

NEC Corporation of America
Phone: 630-694-5533
Email: Chuck.Thomas@necam.com

cc: Barry Fisher VP

SUBCONTRACT AGREEMENT

NEC Corporation of America, a Delaware corporation having offices at 10850 Gold Center Drive, Suite 200, Rancho Cordova, CA 95670 ("NECAM") and ID Networks, Inc. an Ohio corporation having offices at 7720 Jefferson Road, Ashatabula, Ohio 44004 ("Subcontractor or ID Networks"), enter into this Subcontract Agreement as of the _____ ("Effective Date"). In consideration of the mutual obligations set forth hereinafter and intending to be legally bound, NECAM and Subcontractor hereby agree as follows:

1. DEFINITIONS.

(a) "Agreement" means this Subcontract Agreement, its terms and conditions, attached Exhibits, and any future Exhibits, which are incorporated by reference and executed by the parties.

(b) "Client" means the entity with which NECAM has entered into a Prime Contract (as defined below) and which is the recipient of the Services and Deliverables provided by Subcontractor pursuant to this Agreement and the SOW. The Client shall be identified in each SOW issued hereunder.

(c) "Documentation" means any operating manuals, technical manuals, programming manuals, modification manuals, flow charts, drawings and software listings that are designed to assist or supplement the understanding or application of the Deliverables.

(d) "Deliverables" means that portion of the (i) Documentation, (ii) Resold Products, (iii) other products and (iv) services required under the Prime Contract, which Subcontractor shall provide to Client and/or NECAM as subcontractor to NECAM as more fully described in the SOW.

(e) "Exhibit(s)" means any SOW (including the Prime Contract and any other attachments incorporated therein), addendum, or change order attached hereto, which incorporates the terms and conditions by reference and is executed by the parties.

(f) RESERVED

(g) "Prime Contract" means, with respect to each SOW, the contract between NECAM and the Client in connection with which such SOW is issued to Subcontractor.

(h) "Resold Products" means the goods, equipment, hardware, computer programs, licenses, documentation, and services originally manufactured or provided by a party other than NECAM and resold to Client, as more fully described in the applicable SOW.

(i) "Services" means that portion of the services required under the Prime Contract, which Subcontractor shall provide to Client and/or NECAM as subcontractor to NECAM as more fully described in the SOW.

(j) "Specifications" means the functional performance parameters for the Deliverables as more fully described in the applicable SOW.

(k) "Statement of Work" or "SOW" means each document agreed upon by NECAM and Subcontractor which further specifies Services to be performed and the Deliverables to be provided to NECAM or the Client, and any other performance requirements mutually agreed to between the NECAM and Subcontractor.

(l) "Subcontractor's Work Product" means any and all items and information delivered to NECAM or generated by Subcontractor or its subcontractor(s) in the course of providing Services and Deliverables under this Agreement, whether in hard copy or electronic form, including but not limited to, works of authorship, programming tools, reports, designs, analyses, source and object code, user or procedural manuals and other supporting material, summaries, literature, test results, recommendations, drawings and

work papers. Notwithstanding the foregoing, Subcontractor Work Product shall not include any Resold Products or Licensed Products.

2. DUTIES OF SUBCONTRACTOR

2.1 Provision of Services and Deliverables. Subcontractor shall perform the Services and deliver the Deliverables during the term of this Agreement in accordance with the terms and conditions of this Agreement and each SOW as applicable. Subcontractor shall not perform any act, or fail to take any act, that would cause NECAM to be in breach of the Prime Contract. Subcontractor will provide all resources, facilities, management, labor, expertise, skills, tools and equipment necessary for the performance of this Agreement.

2.2 Client Contact. Subcontractor agrees that NECAM shall be the primary interface and shall control all contractual communications with Client, and shall direct and coordinate all activity with respect to this Agreement. If any communications are initiated by Client directly with Subcontractor concerning this Agreement, then Subcontractor shall coordinate and obtain authorization from NECAM prior to communicating with Client. This limitation does not apply to routine Client contacts necessary to perform onsite work pursuant to this Agreement. Subcontractor will provide to NECAM all relevant operational information regarding the Services, will participate in meetings with Client and NECAM as requested by NECAM and will take all reasonable actions requested by NECAM.

2.3 Compliance with Instructions. Subcontractor shall comply with all reasonable instructions given by NECAM in connection with performance of this Agreement.

2.4 Subcontracting. Subcontractor's duties and responsibilities under this Agreement shall not be subcontracted to any other person or entity, in whole or in part, without prior written consent from NECAM.

3. RESERVE

4. RESERVE

5. ACCEPTANCE. **For purposes of this Agreement, acceptance of the Services and Deliverables shall occur on the date such Services and Deliverables have met the completion criteria and Specifications described in this Agreement and the SOW. to the satisfaction of NECAM and Client, as evidenced by issuance of written confirmation of completion and acceptance by NECAM and Client.**

6. COMPENSATION

6.1 Fees. Subcontractor shall be paid the Subcontractor Fees set forth in Subcontractor's Sales Quotation, dated September 8, 2008 and in accordance with the milestone payment scheduled set forth below for the Services and Deliverables accepted by NECAM pursuant to this Agreement. Such payments shall be Subcontractor's sole compensation for its performance of the Services and preparation and delivery of the Deliverables.

- 50% (fifty percent) upon fully executed Agreement
- 50% (fifty percent) upon Acceptance from Client

6.2 Payment Terms. Subcontractor shall submit invoices to NECAM at the address set forth in the first page of this Agreement after notification from NECAM of acceptance of the Services and/or Deliverables. NECAM will pay invoices (with supporting documents) forty-five (45) days after receipt.

6.3 Expenses. NECAM shall not compensate or reimburse Subcontractor for any expenses incurred without NECAM's prior written consent.

7. RELATIONSHIP OF PARTIES. The relationship of Subcontractor and its employees and subcontractors to NECAM shall be that of an independent contractor, and neither this Agreement nor Services or the

Deliverables provided hereunder shall for any purpose whatsoever or in any manner either create an employer-employee relationship between Subcontractor and NECAM or make Subcontractor an agent of NECAM. Subcontractor shall have sole and exclusive responsibility for the payment of all federal, state and local income taxes, for all employment and disability insurance, and for Social Security and other similar taxes with respect to any compensation or benefits provided to Subcontractor's employees and subcontractors hereunder.

8. SUBCONTRACTOR'S REPRESENTATIONS AND WARRANTIES. Subcontractor represents and warrants as follows:

8.1 Subcontractor warrants to NECAM that the performance of the Services and/or the provision of the Deliverables shall not cause NECAM to be in breach of any representation, warranty, covenant or other obligation of NECAM which relate to the Services and/or the Deliverables. Subcontractor warrants to NECAM that NECAM's resale of any of the Services and/or Deliverables hereunder shall not violate any rights of Subcontractor or any third party.

8.2 Subcontractor, its employees and subcontractor(s), during the term of the Agreement:

(a) shall comply with all applicable state and local laws, ordinances, codes, regulations, rules, policies and procedures and all applicable federal laws, Presidential Executive Orders, and government regulations, and the requirements of any other public or private authority, respecting the performance by Subcontractor of its duties and responsibilities under this Agreement; and

(b) shall take no action, nor fail to take any action, which action or failure to act could result in NECAM's being in violation of any law or regulation relating to the performance of either party's obligations under this Agreement.

8.3 Subcontractor will use qualified individuals with suitable training, experience, capabilities, skill and licenses to perform its obligations under this Agreement and any SOW. Notwithstanding Subcontractor's compliance with this provision, such individuals shall be subject to the reasonable approval by NECAM and shall be removed (and immediately replaced by Subcontractor with personnel meeting the requirements of this Section 8.3) at NECAM's request.

8.4 In the event of a breach of the warranties in this Section 8, Subcontractor shall without charge and without delay repair, replace, re-perform or modify the affected Services or Deliverables so as to promptly correct such breach or default. All warranties shall survive inspection, acceptance and payment. Nothing in this Section 8 shall be construed to limit any other rights or remedies available to NECAM at law, in equity or otherwise.

9. RESERVE

10. RESERVE

11. RESERVE

12. TRAINING

12.1 Training. Subcontractor shall provide training for NECAM's and/or Client's personnel (at NECAM's option) with respect to the operation of the Deliverables ("Training") as set forth in the SOW. Subcontractor shall provide any additional Training at a cost set forth in such SOW.

13. NON-SOLICITATION

13.1 Non-Solicitation of Subcontractor Employees by NECAM. For the term of this Agreement and for a period of six (6) months thereafter, NECAM shall not, without Subcontractor's prior written consent, directly or

indirectly solicit for employment any person employed by Subcontractor or any authorized representative of Subcontractor with whom NECAM had contact during the term hereof.

13.2 Non-Solicitation of NECAM Employees by Subcontractor. For the term of this Agreement and for a period of six (6) months thereafter, Subcontractor shall not, without NECAM's prior written consent, directly or indirectly solicit for employment any person employed by NECAM or Client with whom Subcontractor had contact during the term hereof in the course of providing Services or Deliverables to NECAM or Client.

13.3 Non-Solicitation of Clients by Subcontractor recognizes that NECAM has invested substantial time, money and effort in developing its client relationships and that these client relationships are extremely important to the success of NECAM's business. Therefore, Subcontractor agrees that, during the term of this Agreement and for a period of twelve (12) months after its expiration or termination for any reason, it shall not either, directly or indirectly, for either its own benefit or for the benefit of any other person, business or other entity: (a) contract to do business with past or current clients of NECAM for whom Subcontractor directly or indirectly performed services during the term of this Agreement; or (b) encourage, attempt to bring about the inducement, solicitation or recruitment of any past or current clients of NECAM to cease doing business with NECAM in whole or in part.

14. TERM AND TERMINATION

14.1 Term. This Agreement will commence on the Effective Date and will expire at the end of the one (1) year warranty period after Final Acceptance by NECAM and Client or until terminated as provided in this Agreement.

14.2 RESERVED

14.4 RESERVED

14.5 Bankruptcy Events. Unless otherwise agreed between the parties in writing, this Agreement shall terminate immediately and without notice if: (a) either party makes any assignment for the benefit of its creditors or makes any compositions with its creditors; (b) any actions or proceedings under any bankruptcy or insolvency law are taken by or against either party; (c) either party shall pass a resolution for its voluntary or compulsory liquidation; or (d) either party suffers execution to be levied against any of its goods, chattels or other assets.

14.6 Effect of Termination. Upon termination of this Agreement, each of the parties shall return or destroy, at the direction of the other party, all Confidential Information and other property owned by the other party. Termination of this Agreement shall not affect any rights or obligations accrued prior thereto. Sections 3, 4, 6, 8 through 14, and 17 through 21 shall survive termination of this Agreement.

15. CHANGES TO SOW. NECAM may at any time by written notice make changes to a SOW, provided such changes are within the general scope of the SOW, and Subcontractor shall proceed without delay to perform the SOW as changed. Should any change to an SOW directly result in a change to the time, place or cost of performance of the SOW, Subcontractor shall, within the earlier of the time specified in such request or five (5) business days of being directed to implement the change, notify NECAM that there will be an impact to the SOW cost or schedule and describe such impact. In the event NECAM reasonably determines such a change increases or decreases the cost of, or the time required for, performance of the Services or preparation of the Subcontractor Work Product under any SOW, NECAM shall make an equitable adjustment to the SOW, including possible adjustment of prices or delivery schedules. For changes issued by NECAM at Client's request or direction, such equitable adjustment shall be subject to Client's approval and funding.

16. RESERVE

17. RESERVE

18. ASSIGNMENT. This Agreement shall be binding upon NECAM's or Subcontractor's successors or permitted assigns. Any party (the "Seller") may assign its rights hereunder to the purchaser or surviving entity (the "Purchaser") in any stock, assets, merger or other transaction in which all or substantially all of the business of such party is transferred, regardless of the form such transaction may take; provided that the Purchaser assumes all of the obligations of the Seller hereunder and the Seller hereunder remains jointly and severally liable for such obligations. Except as expressly authorized in this Section 18, neither this Agreement nor any right hereunder may be assigned, licensed, sublicensed, sold, mortgaged, pledged or otherwise disposed of by any party in whole or part without the prior written consent of the other party.

19. NOTICE. All notices shall be in writing and sent by first class mail or overnight mail (or courier), or transmitted by facsimile (if confirmed by such mailing), or such other address as either party may indicate by at least ten (10) days prior written notice to the other party.

Notice to NEC:
NEC Corporation of America
Attn: VP of Identification Solutions Division
10850 Gold Center Drive, Suite 200
Rancho Cordova, CA 95670

With a copy to:

Attn: Contracts Management

Notice to Subcontractor:
ID Networks Incorporated
Attn: Doug Blenman, Sr.
7720 Jefferson Road
Ashatabula, Ohio 44004

20. ATTORNEY'S FEES. In any suit or proceeding between the parties relating to this Agreement or any SOW hereunder, the prevailing party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in any judgment in its favor issued by a court or other tribunal or decision maker of competent jurisdiction. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.

21. FORCE MAJEURE. Neither party shall be deemed responsible for delays or failures on performance resulting from acts beyond the control of such party. Such acts shall include but not be limited to acts of God, fire, natural disaster, accident, strikes, lockouts, riots, acts of war, terrorist acts, epidemics, act of government, communication line failures, power failures, shortages of materials or supplies, or any other cause beyond the control of such party ("Force Majeure"). Force Majeure, however, shall not apply to or delay any obligation to make payments of money required by this Agreement.

22. GENERAL. This Agreement contains the entire agreement between the parties relating to the matters covered by it, superseding all other oral or written representations, understandings, proposals or other communications between the parties. The terms and conditions of this Agreement and no others shall apply to all Services and/or the Deliverables rendered by Subcontractor notwithstanding any different or additional terms on any other document, which shall be void and of no effect. This Agreement may be modified only by a written instrument signed by an authorized representative of each of the parties. In the event that any provision of this

Agreement is for any reason void or unenforceable in any respect, such provision shall be without effect to the extent of the voidness or unenforceability without affecting such provision in any other respect and without affecting any other provision. To the extent that any provision of any Exhibit, which has been made a part of this Agreement, directly conflicts with any term or condition of this Agreement, the terms of the Exhibit shall be deemed the controlling provision.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

ID Networks	**NEC CORPORATION OF AMERICA**
By: ___	***By:*** _____
Authorized Signature	Authorized Signature
Name: _____	Name: Barry Fisher
Title: _____	Title: VP of Identification Solutions Division
Date: _____	Date: _____

EXHIBIT A

STATE OF MICHIGAN PRIME CONTRACT NO. 071B0200189
FLOW DOWN REQUIREMENTS
TO
SUBCONTRACT AGREEMENT
BETWEEN
NEC CORPORATION OF AMERICA
AND
ID NETWORKS, INC

The following provisions of Prime Contract No. 071B0200189 is hereby incorporated into the Agreement with the modification that in all instances the words "Contractor" shall be substituted with "ID Networks" and "State" shall be substituted with "NECAM" as applicable.

1.2 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

Contractor's staff must be able to pass a security clearance check conducted by the Contractor. Contractors must present certifications evidencing satisfactory background checks and drug tests for all staff identified for assignment to this project. Contractor is responsible for any costs associated with ensuring their staff meets all requirements.

The Contractor shall authorize the investigation of its personnel proposed to have access to State facilities and systems on a case by case basis. The scope of the background check is at the discretion of the State and MSP. The results will be used to determine Contractor personnel eligibility for working within State facilities and systems. Such investigations will include Michigan State Police Background checks including State and FBI (IAFIS) Fingerprint check. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the Fingerprint Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See http://www.michigan.gov/ditservice/0,1607,7-179-25781-73760--,00.html. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

The Contractor shall provide, and update when changed, an organizational chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm shall have prime responsibility and final authority for the work.

The Contractor shall provide resumes for staff, including subcontractors, who will be assigned to the Contract, indicating the responsibilities and qualifications of such personnel, and stating the amount of time each will be assigned to the project. The Contractor shall commit that staff identified in its proposal shall actually perform the assigned work. Any staff substitution must have the prior approval of the State.

The Contractor shall identify a Contract Administrator. The duties of the Contract Administrator shall include, but not be limited to: i) supporting the management of the Contract, ii) facilitating dispute resolution, and iii) advising the State of performance under the terms and conditions of the Contract. The State reserves the right

to require a change in the current Contract Administrator if the assigned Contract Administrator is not, in the opinion of the State, adequately serving the needs of the State.

The Contract Administrator shall be identified as a Key Personnel and subject to the MSP's interview and approval. This interview will be on-site at MSP or at a location agreed upon. Any costs for travel will be at the expense of the Contractor.

The Contractor will provide a project manager to work closely with the designated personnel from the State to insure a smooth transition to the new system. The project manager will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by State.

The Contractor shall assign a project manager, which must be approved by MSP, for the services. The Contractor's project manager responsibilities include, at a minimum:

- Manage all defined Contractor responsibilities in this Scope of Services.
- Manage Contractor's subcontractors, if any.
- Develop the project plan and schedule, and update as needed.
- Serve as the point person for all project issues.
- Coordinate and oversee the day-to-day project activities of the project team.
- Assess and report project feedback and status.
- Escalate project issues, project risks, and other concerns.
- Review all project deliverables and provide feedback.
- Proactively propose/suggest options and alternatives for consideration.
- Utilize change control procedures.
- Prepare project documents and materials.
- Manage and report on the project's budget.

1.5 Acceptance

1.501 CRITERIA

The following criteria will be used by the State to determine Acceptance of the services and/or deliverables provided under this SOW.

1.502 FINAL ACCEPTANCE

Final acceptance is expressly conditioned upon completion of all delivery of equipment, completion of all tasks in the SOW as approved, delivery of services, and the certification by the State that the Deliverables and Services meets the defined requirements.

2.040 Contractor Personnel

2.041 Contractor Personnel

(a) Personnel Qualifications. All persons assigned by Contractor to the performance of Services under this Contract shall be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and shall be fully qualified to perform the work assigned to them. Contractor shall include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role shall be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

(b) Key Personnel

(i) In discharging its obligations under this Contract, Contractor provides the following Key Personnel on the terms indicated herein.

Doug Blenman, Sr., President

(ii) Key Personnel shall be dedicated as defined herein to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.

(iii) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. Additionally, the State's request shall be based on legitimate, good-faith reasons. Proposed alternative for the individual denied, shall be fully qualified for the position.

(iv) Contractor shall not remove any Key Personnel from their assigned roles or the Contract without the prior written consent of the State. If the Contractor does remove Key Personnel without the prior written consent of the State, it shall be considered an unauthorized removal ("Unauthorized Removal"). It shall not be considered an Unauthorized Removal if Key Personnel must be replaced for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. It shall not be considered an Unauthorized Removal if Key Personnel must be replaced because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides thirty (30) days of shadowing unless parties agree to a different time period. The Contractor with the State shall review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its rights under **Section 2.210**.

(v) It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 2.210**, the State may assess liquidated damages against Contractor as specified below.

For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount shall be $25,000.00 per individual provided Contractor identifies a replacement approved by the State pursuant to **Section 2.041** and assigns the replacement to the Project to shadow the Key Personnel s/he is replacing for a period of at least thirty (30) days prior to such Key Personnel's removal.

If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least thirty (30) days, in addition to the $25,000.00 liquidated damages for an Unauthorized Removal, Contractor shall pay the amount of $833.33 per day for each day of the thirty (30) day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to $25,000.00 maximum per individual. The total liquidated damages that may be assessed per Unauthorized Removal and failure to provide thirty (30) days of shadowing shall not exceed $50,000.00 per individual.

(c) Re-assignment of non-Key Personnel. Prior to re-deploying to other projects, at the completion of their assigned tasks on the Project, teams of its non-Key Personnel who are performing Services on-

site at State facilities or who are otherwise dedicated primarily to the Project, Contractor will give the State at least ten (10) Business Days notice of the proposed re-deployment to give the State an opportunity to object to the re-deployment if the State reasonably believes such team's Contract responsibilities are not likely to be completed and approved by the State prior to the proposed date of re-deployment.

(d) Re-assignment of Personnel at the State's Request. The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. The Contractor will be given five (5) days advance notice of this action.

Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement personnel for the removed person shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with removed personnel results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted in **Section 2.076** for a time as agreed to by the parties.

(e) Staffing Levels.

(i) All staff requirements not specified in the applicable Statement of Work or State-approved project plan as State personnel will be supplied by Contractor. This includes secretarial, clerical and Contract administration support staff necessary for Contractor to perform its obligations hereunder.

(ii) Contractor shall provide sufficient personnel resources for the completion of Contract tasks indicated in Contractor's project plan approved by the State. If the level of personnel resources is insufficient to complete any Contractor Contract tasks in accordance with the Contract time schedule as demonstrated by Contractor's failure to meet mutually agreed to time schedules, Contractor shall promptly add additional qualified personnel resources to the performance of the affected tasks, at no additional charge to the State, in an amount sufficient to complete performance of Contractor's tasks in accordance with the Contract time schedule.

(f) Personnel Turnover. The Parties agree that it is in their best interests to keep the turnover rate of employees of Contractor and its Subcontractors who are performing the Services to a reasonable minimum. Accordingly, if the State determines that the turnover rate of such employees is excessive and so notifies Contractor, Contractor will meet with the State to discuss the reasons for the turnover rate and otherwise use commercially reasonable efforts to minimize such turnover rate. If requested to do so by the State, Contractor will submit to the State its proposals for reducing the turnover rate to an acceptable level. In any event, notwithstanding the turnover of personnel, Contractor remains obligated to perform the Services without degradation and in accordance with the State-approved Contract schedule.

(g) Location. All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.042 Contractor Identification

Contractor employees shall be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.043 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel, and, as reasonably requested by the State, to provide to the State's agents and other contractors with reasonable access to Contractor's Project personnel, systems and facilities to the extent they relate to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities and provided Contractor receives reasonable prior written notice of such request. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with such requests for access.

2.044 Subcontracting by Contractor

(a) Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

(b) Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Office of Acquisition Services has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal.

(c) In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract.

(d) Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.040, 2.110, 2.150, 2.160, 2.171(c), 2.172(b), 2.180, 2.260, 2.276, 2.297** in all of its agreements with any Subcontractors.

(e) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.045 Contractor Responsibility for Personnel

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services.

2.110 Records and Inspections

2.111a Records and Inspections

(a) Inspection of Work Performed. The State's authorized representatives shall at all reasonable times and with ten (10) days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon ten (10) Days prior written notice and at all reasonable times, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that such access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

(b) Examination of Records. Contractor agrees that the State, including its duly authorized representatives, until the expiration of seven (7) years following the creation of the material (collectively, the "Audit Period"), shall, upon twenty (20) days prior written notice, have access to and the right to examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules, including the State's procurement rules, regulations and procedures, and actual performance of the Contract for the purpose of conducting an audit, examination, excerpt and/or transcription but the State shall not have access to any information deemed confidential to Contractor to the extent such access would require such confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

(c) Retention of Records. Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

(d) Audit Resolution. If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within thirty (30) days from receipt of such report, unless a shorter response time is specified in such report. The Contractor and the State shall develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in such audit report.

2.112 Errors

(a) If the audit demonstrates any errors in the statements provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) quarterly statements. If a balance remains after four (4) quarterly statements, then the remaining amount will be due as a payment or refund within forty-five (45) days of the last quarterly statement that the balance appeared on or termination of the contract, whichever is earlier.

(b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than ten percent (10%), then the Contractor shall pay all of the reasonable costs of the audit.

2.150 Confidentiality

2.151 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.152 Confidentiality

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor shall mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State shall mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State pursuant to applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State pursuant to its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. In the case of information of either Contractor or the State "Confidential Information" shall exclude any information (including this Contract) that is publicly available pursuant to the Michigan FOIA.

2.153 Protection of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access in order to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) such disclosure is necessary or otherwise naturally occurs in connection with work that is within such Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect such Confidential Information from unauthorized use or disclosure.

2.154 Exclusions

Notwithstanding the foregoing, the provisions of this Section will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose such Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of such disclosure as reasonably requested by the furnishing party.

2.155 No Implied Rights

Nothing contained in this Section shall be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.156 Remedies

Each party acknowledges that, if it breaches (or attempts or threatens to breach) its obligations under this Section, the other party may be irreparably harmed. Accordingly, if a court of competent jurisdiction should find that a party has breached (or attempted or threatened to breach) any such obligations, the non-breaching party shall be entitled to seek an injunction preventing such breach (or attempted or threatened breach).

2.157 Security Breach Notification

In the event of a breach of this Section, Contractor shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor shall report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within ten (10) days of becoming aware of such use or disclosure or such shorter time period as is reasonable under the circumstances.

2.158 Survival

The parties' respective obligations under this Section shall survive the termination or expiration of this Contract for any reason.

2.159 Destruction of Confidential Information

Promptly upon termination or cancellation of the Contract for any reason, Contractor shall certify to the State that Contractor has destroyed all State Confidential Information.

2.160 Proprietary Rights

2.161a Ownership (Reserved)

2.163 Rights in Data

(a) The State will be and remain the owner of all data made available by the State to Contractor or its agents, Subcontractors or representatives pursuant to the Contract. Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of Contractor, nor will any employee of Contractor or Contractor's parent company (NEC Corporation) or contractor other than those on a strictly need to know basis have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, Contractor shall only use personally identifiable information as strictly necessary to provide the Services and shall disclose such information only to its employees who have a strict need to know such information. Contractor shall comply at all times with all laws and regulations applicable to such personally identifiable information.

(b) The State is and shall remain the owner of all State-specific data pursuant to the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State shall only use personally identifiable information as strictly necessary to utilize the Services and shall disclose such information only to its employees who have a strict need to know such information, except as provided by law. The State shall comply at all times with all laws and regulations applicable to such personally identifiable information. Other material developed and provided to the State shall remain the State's sole and exclusive property.

2.164 Ownership of Materials

State and Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.167 General Skills

Notwithstanding anything to the contrary in this Section, each party, its Subcontractors and their personnel shall be free to use and employ its and their general skills, know-how and expertise, and to use, disclose and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of performing the Services, so long as it or they acquire and apply the foregoing without disclosure of any confidential or proprietary information of the other party.

2.170 Warranties and Representations

2.171 Warranties and Representations

The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and shall fulfill all of its obligations under this Contract. The performance of all obligations under this Contract shall be provided in a timely, professional, and workman-like manner and shall meet the performance and operational standards required under this Contract.

(b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

(d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.

(e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.

(h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or shall accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor shall not attempt to influence any State employee by the direct or indirect offer of anything of value.

(i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or such Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other contractor for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other contractor; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to this Contract or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.

(m) All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, it true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

(n) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or such department within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of such contract.

2.172(b) Software Warranties

No Surreptitious Code Warranty

The Contractor represents and warrants that no copy of licensed Software provided to the State contains or will contain any Self-Help Code or any Unauthorized Code as defined below. This warranty is referred to in this Contract as the “No Surreptitious Code Warranty.”

As used in this Contract, “Self-Help Code” means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee’s computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Contract, “Unauthorized Code” means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code. Unauthorized Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee’s computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

In addition, Contractor will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the State.

2.173 Equipment Warranty

ID Networks is responsible under this Contract for maintaining equipment/system(s), ID Networks represents and warrants that it will maintain such equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance in accordance with the applicable manufacturer's recommendations for the period specified in this Contract.

ID Networks represents and warrants that the equipment/system(s) shall be in good operating condition and shall operate and perform to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of one (1) year commencing upon the first day following Final Acceptance.

Within thirty (30) business days of notification from the State, the ID Networks shall adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. ID Networks shall assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

ID Networks shall provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

ID Networks agrees that all warranty service it provides under this Contract shall be performed by ID Networks or original equipment manufacturer (OEM) trained, certified and authorized technicians.

ID Networks shall act as the sole point of contact for warranty service. NECAM has no warranty or maintenance support obligations whatsoever to the State. ID Networks warrants that it shall pass through to the State any and all warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

All warranty work shall be performed on the State of Michigan worksite(s).

THE FOREGOING EXPRESS WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND EACH PARTY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.176 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, such breach may be considered as a default in the performance of a material obligation of this Contract.

2.180 Insurance

2.181 Liability Insurance

(a) Liability Insurance

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract.

The insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract shall be issued by companies that have been approved to do business in the State. See http://www.mi.gov/cis/0,1607,7-154-10555_22535---,00.html.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Before the Contract is signed by both parties or before the purchase order is issued by the State of Michigan, the Contractor must furnish to the State of Michigan, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "Acord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider or by a broker authorized by the Insurance Provider to issue such Certificates. All Certificate(s) shall contain a provision that the issuing for ten insurer will endeavor to mail the State of Michigan SIXTY (60) days prior written notice for any policy cancellation, except (10) days for non-payment of premium. The Contractor shall notify the State of any reduction in coverage that does not meet the requirements of this agreement. Such notification will be given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Purchasing Operations, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option; result in this Contract's termination.

The Contractor is required to pay for and provide the type and amount of insurance checked ☑ below:

☑ 1. Commercial General Liability with the following minimum coverage:
$2,000,000 General Aggregate Limit other than Products/Completed Operations
$2,000,000 Products/Completed Operations Aggregate Limit
$1,000,000 Personal & Advertising Injury Limit
$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ 3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must

provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states in which the work is performed under this contract..
The Contractor also agrees to provide evidence that insurance policies for automobile and workers compensation contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☑ 4. Employers liability insurance with the following minimum limits:
$100,000 each accident
$100,000 each employee by disease
$500,000 aggregate disease

☑ 5. RESERVED

☑ 6. RESERVED

☑ 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: one million dollars ($1,000,000.00) each occurrence and one million dollars ($1,000,000.00) annual aggregate.

☑ 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Contractor. Such policy shall cover all risks of direct physical loss or damage, including without limitation, coverage for computer hardware and software. The State shall be designated as a loss payee as its interests appear.

(b) Subcontractors

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

(c) Certificates of Insurance and Other Requirements

Contractor shall furnish to the Office of Acquisition Services certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 10 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. A Broker Letter shall suffice in meeting this requirement until new certificates of insurance are mailed to the State. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed; to limit any liability or

indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

2.190 Indemnification

2.191 Indemnification

(a) General Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

(b) Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

(c) Employee Indemnification

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 provisions, 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 provisions.

(d) Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State 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, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or 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 to the State's satisfaction 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.

Notwithstanding the foregoing, the Contractor shall have no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment or software developed based on written specifications of the State; or (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.192 Continuation of Indemnification Obligations

The Contractor's duty to indemnify pursuant to this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or cancellation.

2.193 Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

(a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

2.200 Limits of Liability and Excusable Failure

2.201 Limits of Liability

The Contractor's liability for damages to the State shall be limited to one times the value of the Contract.

The State's liability for damages to the Contractor shall be limited to the value of the Contract.

Neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor.

2.202 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent such default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; 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 commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay and provided further that such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay Contractor's performance of the Services/provision of Deliverables for more than ten (10) Business 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/Deliverables from an alternate source, and the State shall not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance shall continue; (b) the State may terminate any portion of the Contract so affected and the charges payable there under shall be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to Contractor, except to the extent that the State shall pay for Services/Deliverables provided through the date of termination. 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/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and 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.

2.210 Termination/Cancellation by the State

The State may terminate 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:

2.211 Termination for Cause

(a) In the event that Contractor breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA as defined in **Section 2.076**), 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 (such time period not to be less than thirty (30) days), 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 termination to Contractor, terminate this Contract in whole or in part, for cause, as of the date specified in the notice of termination.

(b) In the event that this Contract is terminated for cause, in addition to any legal remedies otherwise available to the State by law or equity, Contractor shall be responsible for all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs shall not be considered by the parties to be consequential, indirect or incidental damages, and shall not be excluded by any other terms otherwise included in this Contract, provided such costs are not in excess of fifty percent (50%) more than the prices for such Service/Deliverables provided under this Contract.

(c) In the event the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State shall pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause shall cease on the effective date of the termination.

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

2.212 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such termination 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 Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least thirty (30) days prior to the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause shall cease on the effective date of the termination.

2.213 Non-Appropriation

(a) 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 Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State shall have the right to terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State shall give Contractor at least thirty (30) days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than thirty (30) days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise made available, the State may, upon thirty (30) days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in such manner and for such periods of time as the State

may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of such reduction.

(c) In the event the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor pursuant to this Section, the State shall pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. For the avoidance of doubt, this Section will not preclude Contractor from reducing or stopping Services/Deliverables and/or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.214 Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense incident to the application for, or performance of, a State, public or private Contract or subcontract; convicted of a criminal offense, including 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 Contractor's business integrity.

2.215 Approvals Rescinded

The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

2.216 Rights and Obligations Upon Termination

(a) If this Contract is terminated by the State for any reason, Contractor shall (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) in the event that the Contractor maintains title in Deliverables that is intended to be transferred to the State at the termination of the Contract, Contractor will transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which shall be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of such items included compensation to Contractor for the provision of warranty services in respect of such materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) In the event the State terminates this Contract prior to its expiration for its own convenience, the State shall pay Contractor for all charges due for Services provided prior to the date of termination and, if applicable, as a separate item of payment pursuant to this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and Contractor shall be entitled to receive equitable fair compensation for such Deliverables. Regardless of the basis for the termination, the State shall not be obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.217 Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party shall be with full reservation of, and without prejudice to, any rights or remedies otherwise available to such party with respect to any claims arising prior to or as a result of such termination.

2.218 Contractor Transition Responsibilities

In the event this contract is terminated, for convenience or cause, dissolved, voided, rescinded, nullified, expires or is otherwise rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. In the event of termination or the expiration of this Contract, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed ninety (90) days. These efforts shall include, but are not limited to, the following:

(a) Personnel - The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor shall allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

(b) Information - The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

(d) Software. - The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This shall include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses shall, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

(e) Payment - If the transition results from a termination for any reason, reimbursement shall be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates specified in the SOW. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.219 State Transition Responsibilities

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

(a) Reconciling all accounts between the State and the Contractor;

(b) Completing any pending post-project reviews.

2.220 Termination by Contractor

2.221 Termination by Contractor

If the State materially breaches its obligation to pay Contractor undisputed amounts due and owing under this Contract in accordance with **Section 2.090**, or if the State breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for Contractor to perform the Services, and if the State does not cure the breach within the time period specified in a written notice of breach provided to the State by Contractor (such time period not to be less than thirty (30) days), then Contractor may terminate this Contract, in whole or in part based on Statement of Work for cause, as of the date specified in the notice of

termination; provided, however, that Contractor must discharge its obligations under **Section 2.250** before any such termination.

2.240 Reserved

2.250 Dispute Resolution

2.251 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work shall be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor shall submit a letter executed by Contractor's Contract Administrator or his designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the supporting data provided with such an affidavit are current and complete to Contractor's best knowledge and belief.

2.252 Informal Dispute Resolution

(a) All operational disputes between the parties shall be resolved under the Contract Management procedures developed pursuant to **Section 2.100**. If the parties are unable to resolve any disputes after compliance with such processes, the parties shall meet with the Director of Acquisition Services, DMB, or designee, for the purpose of attempting to resolve such dispute without the need for formal legal proceedings, as follows:

(i) The representatives of Contractor and the State shall meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.

(iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(iv) Following the completion of this process within sixty (60) calendar days, the Director of Acquisition Services, DMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within thirty (30) calendar days. The opinion regarding the dispute shall be considered the State's final action and the exhaustion of administrative remedies.

(b) This **Section 2.250** will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or pursuant to **Section 2.253**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work pursuant to the Contract.

2.253 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.252** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is such that the damages to such party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.254 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment shall not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.210** and **2.220**, as the case may be.

2.260 Federal and State Contract Requirements

2.261 Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her 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. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq*., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq*., and any breach of this provision may be regarded as a material breach of the Contract.

2.262 Unfair Labor Practices

Pursuant to 1980 PA 278, 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 PA 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.263 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor shall comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html.

2.270 Litigation

2.271 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions thereto, to which Contractor (or, to the extent Contractor is aware, any Subcontractor hereunder) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor hereunder; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. Any such litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") must be disclosed in a written statement to the Contract Administrator within thirty (30) days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated as such.

Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. In the event that any such Proceeding disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

(i) the ability of Contractor (or a Subcontractor hereunder) to continue to perform this Contract in accordance with its terms and conditions, or

(ii) whether Contractor (or a Subcontractor hereunder) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in such Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then Contractor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that:

(A) Contractor and/or its Subcontractors hereunder will be able to continue to perform this Contract and any Statements of Work in accordance with its terms and conditions, and

(B) Contractor and/or its Subcontractors hereunder have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in such Proceeding.

(c) Contractor shall make the following notifications in writing:

(1) Within thirty (30) days of Contractor becoming aware that a change in its ownership has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor shall notify the Office of Purchasing Operations.

(2) Contractor shall also notify the Office of Purchasing Operations within thirty (30) days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

2.272 Governing Law

The Contract shall in all respects be governed by, and construed in accordance with, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.273 Compliance with Laws

Contractor shall comply with all applicable state, federal, and local laws and ordinances ("Applicable Laws") in providing the Services/Deliverables.

2.297 Media Releases and Contract Distribution

(a) Media Releases

Neither Contractor nor the State will make any news releases, public announcements or public disclosures, nor will they have any conversations with representatives of the news media, pertaining to the Contract, the Services or the Contract without the prior written approval of the other party, and then only in accordance with explicit written instructions provided by that party. In addition, neither Contractor nor the State will use the name, trademarks or other proprietary identifying symbol of the other party or its affiliates without such party's prior written consent. Prior written consent of the Contractor must be obtained from authorized representatives.

(b) 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.

Article 2 – General Terms and Conditions

2.010 Contract Structure and Administration

2.011 Definitions

Capitalized terms used in this Contract (including its Exhibits) shall have the meanings given below, unless the context requires otherwise:

(a) "Days" means calendar days unless otherwise specified.
(b) "24x7x365" means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
(c) "Additional Service" means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration. "Additional Service" does not include New Work.
(d) "Amendment Labor Rates" means the schedule of fully-loaded hourly labor rates attached as **Article 1, Attachment C**.
(e) "Audit Period" has the meaning given in **Section 2.111**.
(f) "Business Day," whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
(g) "Incident" means any interruption in Services.
(h) "Business Critical" means any function identified in any Statement of Work as Business Critical.
(i) "Deliverable" means physical goods and/or commodities as required or identified by a Statement of Work
(j) "Key Personnel" means any Personnel designated in **Article 1, Section 1.201 and/or Attachment B,** as Key Personnel.
(k) "New Work" means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration. "New Work" does not include Additional Service.
(l) "Services" means any function performed for the benefit of the State.
(m) "State Location" means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
(n) "Subcontractor" means a company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
(o) "Work in Process" means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

2.012 Attachments and Exhibits

All Attachments and/or Exhibits attached to any, and all Statement(s) of Work, attached to, or referencing this Contract, are incorporated in their entirety into, and form part of, this Contract.

2.013 Statements of Work

(a) The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract, or an amendment to this Contract (see 2.106). Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.
(b) Unless otherwise agreed by the parties, each Statement of Work (as defined in Article 1) will include, or incorporate by reference to the appropriate Contract Article 1 Attachment containing, the following information:
- a description of the Services to be performed by Contractor under the Statement of Work;

- a project schedule (including the commencement and completion dates for all tasks, subtasks (for all projects of sufficient duration and complexity to warrant sub task breakdown), and Deliverables;
- a list of the Deliverables to be provided, if any, including any particular specifications and acceptance criteria for such Deliverables, and the dates on which the Deliverables are scheduled to be completed and delivered to the State;
- all Deliverable price schedules and other charges associated with the Statement of Work, the overall fixed price for such Statement of Work and any other appropriate pricing and payment terms;
- a specification of Contractor's and the State's respective performance responsibilities with respect to the performance or completion of all tasks, subtasks and Deliverables;
- a listing of any Key Personnel of Contractor and/or its Subcontractors for that Statement of Work and any future Statements of Work;
- any other information or provisions the parties agree to include.

(c) Reserved.

(d) The initial Statements of Work, as of the Effective Date, are attached to this Contract.

2.014 Issuing Office

This Contract is issued by the Department of Management and Budget, Purchasing Operations (DMB PO) and Michigan Department of State Police (MSP), and Michigan Department of Information Technology (MDIT). DMB PO is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. DMB **PO is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within the Office of Purchasing Operations for this Contract is:

Steve Motz
Purchasing Operations
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
motzs@michigan.gov
(517) 241-3215

2.015 Contract Compliance Inspector

Upon receipt at DMB PO of the properly executed Contract, it is anticipated that the Director of Purchasing Operations, in consultation with MSP and MDIT, will direct that the person named below, or any other person so designated, be authorized to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of such Contract as that authority is retained by the Office of** Purchasing Operations. The Contract Compliance Inspector for this Contract is:

Barbara Suska
Department of Information Technology
Constitution Hall, 1st Floor - North Tower
525 W. Allegan
Lansing, MI 48933
Email suskab2@michigan.gov
Phone (517)335-4067

2.016 Project Manager

The following individual will oversee the project:

Scott Blanchard
Michigan Department of State Police
Criminal Records Division
Identification Section
333 S. Grand Avenue
Lansing, MI 48933
517-241-0620:
Fax: 517-241-9596
Email: BlanchaS@michigan.gov

2.020 Contract Objectives/Scope/Background

2.021 Background

See Article 1.

2.022 Purpose

See Article 1.

2.023 Objectives and Scope

See Article 1.

2.024 Interpretation

Sections 2.021 through 2.023 are intended to provide background and context for this Contract and are not intended to expand the scope of the obligations under this Contract or to alter the plain meaning of the terms and conditions of this Contract. However, to the extent the terms and conditions of this Contract are unclear or otherwise ambiguous, such terms and conditions are to be interpreted and construed in light of the provisions of this Section.

2.025 Form, Function and Utility

If the Contract is for use of more than one State agency and if the Deliverable/Service does not the meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.030 Legal Effect and Term

2.031 Legal Effect

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.032 Contract Term

This Contract is for the period of April 30, 2010 through 12/31/2010. All outstanding Purchase Orders shall also expire upon the termination (cancellation for any of the reasons listed in 2.210) of the Contract, unless otherwise extended pursuant to the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.033 Renewal(s)
This Contract may be renewed in writing by mutual agreement of the parties. The Contract may be renewed for an additional one (1) year period. Successful completion of negotiations surrounding the terms of the extension, will be a pre-requisite for the exercise of any option year.

2.040 Contractor Personnel

2.041 Contractor Personnel

(a) Personnel Qualifications. All persons assigned by Contractor to the performance of Services under this Contract shall be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and shall be fully qualified to perform the work assigned to them. Contractor shall include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role shall be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

(b) Key Personnel

(i) In discharging its obligations under this Contract, Contractor shall provide the named Key Personnel on the terms indicated. **Attachment B** provides an organization chart showing the roles of certain Key Personnel, if any.

(ii) Key Personnel shall be dedicated as defined in **Attachment B** to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.

(iii) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. Additionally, the State's request shall be based on legitimate, good-faith reasons. Proposed alternative for the individual denied, shall be fully qualified for the position.

(iv) Contractor shall not remove any Key Personnel from their assigned roles or the Contract without the prior written consent of the State. If the Contractor does remove Key Personnel without the prior written consent of the State, it shall be considered an unauthorized removal ("Unauthorized Removal"). It shall not be considered an Unauthorized Removal if Key Personnel must be replaced for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. It shall not be considered an Unauthorized Removal if Key Personnel must be replaced because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides thirty (30) days of shadowing unless parties agree to a different time period. The Contractor with the State shall review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its rights under **Section 2.210**.

(v) It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any

Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 2.210**, the State may assess liquidated damages against Contractor as specified below.

For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount shall be $25,000.00 per individual provided Contractor identifies a replacement approved by the State pursuant to **Section 2.041** and assigns the replacement to the Project to shadow the Key Personnel s/he is replacing for a period of at least thirty (30) days prior to such Key Personnel's removal.

If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least thirty (30) days, in addition to the $25,000.00 liquidated damages for an Unauthorized Removal, Contractor shall pay the amount of $833.33 per day for each day of the thirty (30) day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to $25,000.00 maximum per individual. The total liquidated damages that may be assessed per Unauthorized Removal and failure to provide thirty (30) days of shadowing shall not exceed $50,000.00 per individual.

(c) Re-assignment of non-Key Personnel. Prior to re-deploying to other projects, at the completion of their assigned tasks on the Project, teams of its non-Key Personnel who are performing Services on-site at State facilities or who are otherwise dedicated primarily to the Project, Contractor will give the State at least ten (10) Business Days notice of the proposed re-deployment to give the State an opportunity to object to the re-deployment if the State reasonably believes such team's Contract responsibilities are not likely to be completed and approved by the State prior to the proposed date of re-deployment.

(d) Re-assignment of Personnel at the State's Request. The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. The Contractor will be given five (5) days advance notice of this action.

Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement personnel for the removed person shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with removed personnel results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted in **Section 2.076** for a time as agreed to by the parties.

(e) Staffing Levels.

(i) All staff requirements not specified in the applicable Statement of Work or State-approved project plan as State personnel will be supplied by Contractor. This includes secretarial, clerical and Contract administration support staff necessary for Contractor to perform its obligations hereunder.

(ii) Contractor shall provide sufficient personnel resources for the completion of Contract tasks indicated in Contractor's project plan approved by the State. If the level of personnel resources is insufficient to complete any Contractor Contract tasks in accordance with the Contract time schedule as demonstrated by Contractor's failure to meet mutually agreed to time schedules, Contractor shall promptly add additional qualified personnel resources to the performance of the affected tasks, at no additional charge to the State, in an amount sufficient to complete performance of Contractor's tasks in accordance with the Contract time schedule.

(f) Personnel Turnover. The Parties agree that it is in their best interests to keep the turnover rate of employees of Contractor and its Subcontractors who are performing the Services to a reasonable minimum. Accordingly, if the State determines that the turnover rate of such employees is excessive and so notifies Contractor, Contractor will meet with the State to discuss the reasons for the turnover rate and otherwise use commercially reasonable efforts to minimize such turnover rate. If requested to do so by the State, Contractor will submit to the State its proposals for reducing the turnover rate to an acceptable level. In any event, notwithstanding the turnover of personnel, Contractor remains obligated to perform the Services without degradation and in accordance with the State-approved Contract schedule.

(g) Location. All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.042 Contractor Identification

Contractor employees shall be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.043 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel, and, as reasonably requested by the State, to provide to the State's agents and other contractors with reasonable access to Contractor's Project personnel, systems and facilities to the extent they relate to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities and provided Contractor receives reasonable prior written notice of such request. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with such requests for access.

2.044 Subcontracting by Contractor

(a) Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

(b) Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Office of Acquisition Services has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.076** for a time agreed upon by the parties.

(c) In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. Attached as **Exhibit A** is a list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract.

(d) Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.040, 2.110, 2.150, 2.160, 2.171(c), 2.172(b), 2.180, 2.260, 2.276, 2.297** in all of its agreements with any Subcontractors.

(e) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.045 Contractor Responsibility for Personnel

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services.

2.050 State Standards

2.051 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 http://www.michigan.gov/dit/0,1607,7-139-30639_30655---,00.html. Where standards do not exist, the acceptance of a new technique, technology, or design will rest with the Contractor Administrator. The Contractor can recommend alternatives to the standards.

2.052 PM Methodology Standards

The State has adopted a standard documented Project Management Methodology (PMM) for use on all Information Technology (IT) based projects. See the State's PMM website at http://www.michigan.gov/projectmanagement.

The Contractor shall use the State's PPM to manage this Contract. If the Contractor requires training on the PMM, those costs shall be the responsibility of the Contractor, unless otherwise stated.

2.053 Adherence to Portal Technology Tools

The State has adopted the following tools for its Portal Technology development efforts:

- Vignette Content Management and personalization Tool
- Inktomi Search Engine
- E-Pay Payment Processing Module
- Websphere Commerce Suite for e-Store applications

Unless otherwise stated, Contractor must use the Portal Technology Tools to implement web content management and deployment efforts. 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 DIT, Enterprise Application Services Office, e-Michigan Web Development team.

Contractors that are compelled to use alternate tools must have received an exception from DIT, Enterprise Application Services Office, e-Michigan Web Development team, before this Contract is effective.

2.054 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see http://www.michigan.gov/ditservice/0,1607,7-179-25781-73760--,00.html. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.060 Deliverables

2.061 Ordering

(a) Any Services/Deliverables to be furnished under this Contract shall be ordered by issuance of written Purchase Orders/Blanket Purchase Order by the State after approval by the Contract Administrator or his/her designee. All orders are subject to the terms and conditions of this Contract. In the event of conflict between an order and this Contract, the Contract shall take precedence as stated in **Section 2.293**. In no event shall any additional terms and conditions contained on a Purchase Order/Blanket Purchase Order be applicable, unless specifically contained in that Purchase Order/Blanket Purchase Order's accompanying Statement of Work.

(b) DIT will continue to oversee the use of this Contract by End Users. DIT may, in writing, delegate to agencies the authority to submit requests for certain services directly to the Contractor. DIT may also designate, in writing, some services as non-delegated and require DIT review and approval before agency acquisition. DIT will use Contractor provided management reports and periodic random agency audits to monitor and administer contract usage for delegated services.

2.062 Software

Exhibit C lists the items of software the State is required to purchase for execution the Contract. The list in **Exhibit C** includes all software required to complete the Contract and make the Deliverables operable; if any additional software is required in order for the Deliverables to meet the requirements of this Contract, such software shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Statement of Work or Contract Change Notice). **Exhibit C** also identifies certain items of software to be provided by the State.

2.063 Hardware

Exhibit B lists the items of hardware the State is required to purchase for execution the Contract. The list in **Exhibit B** includes all hardware required to complete the Contract and make the Deliverables operable; if any additional hardware is required in order for the Deliverables to meet the requirements of this Contract, such hardware shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Contract Change Notice). **Exhibit B** also identifies certain items of hardware to be provided by the State.

2.064 Equipment to be New and Prohibited Products

(a) Equipment to be New

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that

are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

(b) Prohibited Products

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Acquisition Services has approved a change order pursuant to **Section 2.106**.

2.070 Performance

2.071 Performance, In General

The State engages Contractor to execute the Contract and perform the Services/provide the Deliverables, and Contractor undertakes to execute and complete the Contract in its entirety in accordance with the terms and conditions of this Contract and with the participation of State representatives as specified in this Contract.

2.072 Time of Performance

(a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables in accordance with the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.

(b) Without limiting the generality of **Section 2.072(a)**, Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and, in such event, shall inform the State of the projected actual delivery date.

(c) If Contractor believes that a delay in performance by the State has caused or will cause Contractor to be unable to perform its obligations in accordance with specified Contract time periods, Contractor shall notify the State in a timely manner and shall use commercially reasonable efforts to perform its obligations in accordance with such Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent such delay is caused by the State.

2.073 Reserved

2.074 Bankruptcy

If Contractor shall file for protection under the bankruptcy laws, or if an involuntary petition shall be filed against Contractor and not removed within thirty (30) days, or if the Contractor becomes insolvent, be adjudicated bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver shall be appointed due to its insolvency, and Contractor and/or its affiliates are unable to provide reasonable assurances that Contractor and/or its affiliates can deliver the services provided herein, the State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish such Works in Process by whatever appropriate method the State may deem expedient. Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process shall be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

To secure the State's progress payments before the delivery of any services or materials required for the execution of Contractor's obligations hereunder, and any work which Contractor may subcontract in the support of the performance of its obligations hereunder, title shall vest in the State to the extent the State has made progress payments hereunder.

2.075 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

2.076 Service Level Agreements (SLAs)

(a) SLAs will be completed with the following operational considerations:

(i) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has occurred as defined in **Section 2.202**,

(ii) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification and/or coordination.

(iii) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. In order to invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.

(iv) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following ("Stop-Clock Conditions"):

1. Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
2. Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.

(b) Chronic Failure for any Service(s) will be defined as three (3) unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling thirty (30) day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three (3) additional months. The termination of the Service will not affect any tiered pricing levels.

(c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two (2) weeks of outage(s) and provide a recommendation for resolution.

(d) All decimals shall be rounded to two decimal places with 5 and greater rounding up and 4 and less rounding down unless otherwise specified.

2.080 Delivery and Acceptance of Deliverables

2.081 Delivery of Deliverables

Attachment D contains a list of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable") or a Custom Software Deliverable. All Deliverables shall be completed and delivered for State review and written approval and, where applicable, installed in accordance with the State-approved delivery schedule and any other applicable terms and conditions of this Contract.

Prior to delivering any Deliverable to the State, Contractor will first perform all required quality assurance activities, and, in the case of Custom Software Deliverables, System Testing to verify that the Deliverable is complete and in conformance with its specifications. Before delivering a Deliverable to the State, Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance

activities and testing, (4) the Deliverable is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

In discharging its obligations under this Section, Contractor shall be at all times (except where the parties agree otherwise in writing) in compliance with Level 3 of the Software Engineering Institute's Capability Maturity Model for Software ("CMM Level 3") or its equivalent.

Note: NEC does not hold an SEI – CMMI Level 3 certification or its equivalent. NEC agrees to comply with quality processes or standards outline by the MSP and MDIT for project deliverables. The NEC Project Manager will document these quality requirements in the project plan to be delivered during the Discovery Phase.

2.082 Contractor System Testing

Contractor will be responsible for System Testing each Custom Software Deliverable in Contractor's development environment prior to turning over the Custom Software Deliverable to the State for User Acceptance Testing and approval. Contractor's System Testing shall include the following, at a minimum, plus any other testing required by CMM Level 3 or Contractor's system development methodology:

Contractor will be responsible for performing Unit Testing and incremental Integration Testing of the components of each Custom Software Deliverable.

Contractor's System Testing will also include Integration Testing of each Custom Software Deliverable to ensure proper inter-operation with all prior software Deliverables, interfaces and other components that are intended to inter-operate with such Custom Software Deliverable, and will include Regression Testing, volume and stress testing to ensure that the Custom Software Deliverables are able to meet the State's projected growth in the number and size of transactions to be processed by the Application and number of users, as such projections are set forth in the applicable Statement of Work.

Contractor's System Testing will also include Business Function Testing and Technical Testing of each Application in a simulated production environment. Business Function Testing will include testing of full work streams that flow through the Application as the Application will be incorporated within the State's computing environment. The State shall participate in and provide support for the Business Function Testing to the extent reasonably requested by Contractor. Within ten (10) days before the commencement of Business Function Testing pursuant to this Section, Contractor shall provide the State for State review and written approval Contractor's test plan for Business Function Testing.

Within five (5) Business Days following the completion of System Testing pursuant to **Section 2.080**, Contractor shall provide to the State a testing matrix establishing that testing for each condition identified in the System Testing plans has been conducted and successfully concluded. To the extent that testing occurs on State premises, the State shall be entitled to observe or otherwise participate in testing under this Section as the State may elect.

Note: NEC does not hold an SEI – CMMI Level 3 certification or its equivalent. NEC agrees to comply with quality processes or standards outline by the MSP and MDIT for project deliverables. The NEC Project Manager will document these quality requirements in the project plan to be delivered during the Discovery Phase.

2.083 Approval of Deliverables, In General

All Deliverables (Written Deliverables and Custom Software Deliverables) require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications which, in the case of Custom Software Deliverables, will include the successful completion of State User Acceptance Testing, to be led by

the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables being reviewed. If Contractor fails to provide a Deliverable to the State in a timely manner, the State will nevertheless use commercially reasonable efforts to complete its review or testing within the applicable State Review Period.

Before commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable (e.g., software, associated documentation, and other materials) have been delivered. If the State determines that the Deliverable is incomplete, the State may refuse delivery of the Deliverable without performing any further inspection or testing of the Deliverable. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable and the applicable certification by Contractor in accordance with **Section 2.080**.

The State will approve in writing a Deliverable upon confirming that it conforms to and, in the case of a Custom Software Deliverable, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable that remain outstanding at the time of State approval.

If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing State approval of a Deliverable, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii) keep this Contract in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall bear any excess expenditure incurred by the State in so doing beyond the contract price for such Deliverable and will pay the State an additional sum equal to ten percent (10%) of such excess expenditure to cover the State's general expenses without the need to furnish proof in substantiation of such general expenses; or (iii) terminate this Contract for default, either in whole or in part by notice to Contractor (and without the need to afford Contractor any further opportunity to cure). Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

The State, at any time and in its own discretion, may halt the UAT or approval process if such process reveals deficiencies in or problems with a Deliverable in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the review or UAT process and, in that event, Contractor will correct the deficiencies in such Deliverable in accordance with the Contract, as the case may be.

Approval in writing of a Deliverable by the State shall be provisional; that is, such approval shall not preclude the State from later identifying deficiencies in, and declining to accept, a subsequent Deliverable based on or which incorporates or inter-operates with an approved Deliverable, to the extent that the results of subsequent review or testing indicate the existence of deficiencies in the subsequent Deliverable, or if the Application of which the subsequent Deliverable is a component otherwise fails to be accepted pursuant to **Section 2.080**.

2.084 Process for Approval of Written Deliverables

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Written Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages

or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Written Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Written Deliverable (or at the State's election, subsequent to approval of the Written Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within five (5) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Written Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Written Deliverable to confirm that the identified deficiencies have been corrected.

2.085 Process for Approval of Custom Software Deliverables

The State will conduct UAT of each Custom Software Deliverable in accordance with the following procedures to determine whether it meets the criteria for State approval – i.e., whether it conforms to and performs in accordance with its specifications without material deficiencies.
Within thirty (30) days (or such other number of days as the parties may agree to in writing) prior to Contractor's delivery of any Custom Software Deliverable to the State for approval, Contractor shall provide to the State a set of proposed test plans, including test cases, scripts, data and expected outcomes, for the State's use (which the State may supplement in its own discretion) in conducting UAT of the Custom Software Deliverable. Contractor, upon request by the State, shall provide the State with reasonable assistance and support during the UAT process.

For the Custom Software Deliverables listed in **Exhibit C**, the State Review Period for conducting UAT will be as indicated in **Exhibit C**. For any other Custom Software Deliverables not listed in **Exhibit C**, the State Review Period shall be the number of days agreed in writing by the parties (failing which it shall be forty-five (45) days by default). The State Review Period for each Custom Software Deliverable will begin when Contractor has delivered the Custom Software Deliverable to the State accompanied by the certification required by **Section 2.080** and the State's inspection of the Deliverable has confirmed that all components of it have been delivered.

The State's UAT will consist of executing test scripts from the proposed testing submitted by Contractor, but may also include any additional testing deemed appropriate by the State. If the State determines during the UAT that the Custom Software Deliverable contains any deficiencies, the State will notify Contractor of the deficiency by making an entry in an incident reporting system available to both Contractor and the State. Contractor will modify promptly the Custom Software Deliverable to correct the reported deficiencies, conduct appropriate System Testing (including, where applicable, Regression Testing) to confirm the proper correction of the deficiencies and re-deliver the corrected version to the State for re-testing in UAT. Contractor will coordinate the re-delivery of corrected versions of Custom Software Deliverables with the State so as not to disrupt the State's UAT process. The State will promptly re-test the corrected version of the Software Deliverable after receiving it from Contractor.

Within three (3) business days after the end of the State Review Period, the State will give Contractor a written notice indicating the State's approval or rejection of the Custom Software Deliverable according to the criteria and process set out in this **Section 2.080**.

2.086 Final Acceptance

"Final Acceptance" shall be considered to occur when the Custom Software Deliverable to be delivered has been approved by the State and has been operating in production without any material deficiency for fourteen (14) consecutive days. If the State elects to defer putting a Custom Software Deliverable into live production

for its own reasons, not based on concerns about outstanding material deficiencies in the Deliverable, the State shall nevertheless grant Final Acceptance of the Project.

2.090 Financial

2.091 Pricing

(a) Fixed Prices for Services/Deliverables

Each Statement of Work/PO issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. To the extent the parties agree that certain specific Services will be provided on a time and materials basis, such Services shall be provided at the Amendment Labor Rates (**Article 1, Attachment C**). The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

(b) Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope, using the rates in **Article 1, Attachment A** Unless specifically identified in an applicable Statement of Work.

(c) Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

(d) Labor Rates

All time and material charges will be at the rates specified in **Article 1, Attachment C**.

2.092 Invoicing and Payment Procedures and Terms

(a) Invoicing and Payment – In General

(i) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(ii) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. The charges for Services billed on a time and materials basis shall be determined based on the actual number of hours of Services performed, at the applicable Labor Rates specified in **Article 1, Attachment C**. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 2.094**.

(iii) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within forty-five (45) days after receipt, provided the State determines that the invoice was properly rendered.

(b) Taxes (See Section 2.305 and Article 3, Section 3.022-3.024 for additional)

The State is exempt from Federal Excise Tax, State and Local Sales Taxes, and Use Tax with respect to the sale to and use by it of tangible personal property. Such taxes shall not be included in Contract prices as long as the State maintains such exemptions. Copies of all tax exemption certificates shall be supplied to Contractor, if requested.

(c) Out-of-Pocket Expenses

Contractor acknowledges that the out-of-pocket expenses that Contractor expects to incur in performing the Services/ providing the Deliverables (such as, but not limited to, travel and lodging, document reproduction and shipping, and long distance telephone) are included in Contractor's fixed price for each Statement of Work. Accordingly, Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for such an expense at the State's current travel reimbursement rates. See http://www.mi.gov/dmb/0,1607,7-150-9141_13132---,00.html for current rates.

(d) Pro-ration
To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

(e) Antitrust Assignment
The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

(f) Final Payment
The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.093 State Funding Obligation

The State's obligation under this Contract is payable only and solely from funds appropriated for the purpose of this Contract. Contractor acknowledges and agrees that all funds for payments after the end of the current fiscal year are subject to the availability of a legislative appropriation for the purpose of this Contract. Events of non-appropriation are addressed further in **Section 2.210** of this Contract.

2.094 Holdback (Reserved)

2.095 Electronic Payment Availability

Electronic transfer of funds is available to State contractors. Contractor is required to register with the State electronically at http://www.cpexpress.state.mi.us. Public Act 533 of 2004, requires all payments be transitioned over to EFT by October, 2005.

2.100 Contract Management

2.101 Contract Management Responsibility

(a) Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. Contractor's duties will include monitoring and reporting the State's performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with **Article 1, Attachment E** (Project Plan) is likely to delay the timely achievement of any Contract tasks.

(b) The Services/Deliverables will be provided by the Contractor either directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor will act as a single point of contact coordinating these entities to meet the State's need for Services/Deliverables. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

2.102 Problem and Contract Management Procedures

Problem Management and Contract Management procedures will be governed by the Contract and the applicable Statements of Work.

2.103 Reports and Meetings

(a) Reports.

Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of periodic reports to be issued by Contractor to the State. Such reports may include:

(i) separately address Contractor's performance in each area of the Services;

(ii) for each area of the Services, assess the degree to which Contractor has attained or failed to attain the pertinent objectives in that area, including on-time completion and delivery of Deliverables;

(iii) explain the reasons for any failure to achieve on-time completion and delivery of Deliverables and include a plan for corrective action where appropriate;

(iv) describe any circumstances that Contractor anticipates will impair or prevent on-time completion and delivery of Deliverables in upcoming reporting periods;

(v) include plans for corrective action or risk mitigation where appropriate and describe the status of ongoing problem resolution efforts;

(vi) provide reports setting forth a comparison of actual hours spent by Contractor (including its augmented personnel and Subcontractors) in performing the Project versus hours budgeted by Contractor.

(vii) set forth a record of the material personnel changes that pertain to the Services and describe planned changes during the upcoming month that may affect the Services.

(viii) include such documentation and other information may be mutually agreed to verify compliance with, and meeting the objectives of, this Contract.

(ix) set forth an updated schedule that provides information on the status of upcoming Deliverables, expected dates of delivery (or redelivery) of such Deliverables and estimates on timing for completion of the Project.

(b) Meetings.

Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of meetings to be held between representatives of the State and Contractor. Contractor shall prepare and circulate an agenda sufficiently in advance of each such meeting to give participants an opportunity to prepare for the meeting. Contractor shall incorporate into such agenda items that the State desires to discuss. At the State's request, Contractor shall prepare and circulate minutes promptly after a meeting.

2.104 System Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the State. Any changes Contractor makes to State systems with the State's approval shall be done in accordance with applicable State procedures, including security, access and configuration management procedures.

2.105 Reserved

2.106 Change Requests

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. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the State requests or directs the Contractor to perform any Services/Deliverables 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 notify the State before 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/Deliverables, not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such services or providing such deliverables, the Contractor shall notify the State in writing that it considers the services or deliverables to be an Additional Service/Deliverable 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 that service or providing that deliverable. If the Contractor does so notify the State, then such a service or deliverable shall be governed by the Change Request procedure in this Section.

In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

(a) Change Requests

(i) State Requests

If the State should require Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").

(ii) Contractor Recommendations

Contractor shall be entitled to propose a Change to the State, on its own initiative, should it be of the opinion that this would benefit the Contract.

(iii) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal will include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.

(iv) By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice shall be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").

(v) No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Office of Acquisition Services.

(vi) If the State requests or directs Contractor to perform any activities that Contractor believes constitute a Change, Contractor must notify the State that it believes the requested activities are a Change prior to commencing the performance of the requested activities. If Contractor fails to so notify the State prior to commencing performance of the requested activities, such activities shall be considered to be performed gratuitously by Contractor, and Contractor shall not have any right thereafter to assert any claim for additional compensation or time for the performance of such activities. If Contractor commences performance of gratuitous services outside the scope of this Contract and subsequently elects to stop performing such out-of-scope services, Contractor must, at the request of the State, back out or reverse any changes resulting from such performance that would adversely affect the Contract.

2.107 Management Tools

Contractor will use an automated tool for planning, monitoring and tracking the Contract's progress. In addition, Contractor shall use automated project management tools as reasonably necessary to perform the Services, which tools shall include the capability to produce through the end of the Contract: (i) staffing tables with names of personnel assigned to Contract tasks, (ii) project plans showing tasks, subtasks, Deliverables and the resources required and allocated to each (including detailed plans for all Services to be performed within the next sixty (60) days, updated semi-monthly) and (iii) graphs showing critical events, dependencies and decision points during the course of the Contract. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State's standard to the extent such information is described with reasonable detail in the Statements of Work and to the extent the related work is of sufficient project complexity and duration to warrant such reporting.

2.110 Records and Inspections

2.111a Records and Inspections

(a) Inspection of Work Performed. The State's authorized representatives shall at all reasonable times and with ten (10) days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon ten (10) Days prior written notice and at all reasonable times, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that such access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

(b) Examination of Records. Contractor agrees that the State, including its duly authorized representatives, until the expiration of seven (7) years following the creation of the material (collectively, the "Audit Period"), shall, upon twenty (20) days prior written notice, have access to and the right to examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules, including the State's procurement rules, regulations and procedures, and actual performance of the Contract for the purpose of conducting an audit, examination, excerpt and/or transcription but the State shall not have access to any information deemed confidential to Contractor to the extent such access would require such confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

(c) Retention of Records. Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract in accordance with generally accepted accounting principles and other procedures

specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

(d) Audit Resolution. If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within thirty (30) days from receipt of such report, unless a shorter response time is specified in such report. The Contractor and the State shall develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in such audit report.

2.112 Errors

(a) If the audit demonstrates any errors in the statements provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) quarterly statements. If a balance remains after four (4) quarterly statements, then the remaining amount will be due as a payment or refund within forty-five (45) days of the last quarterly statement that the balance appeared on or termination of the contract, whichever is earlier.

(b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than ten percent (10%), then the Contractor shall pay all of the reasonable costs of the audit.

2.120 State Responsibilities

2.121 State Performance Obligations

(a) Equipment and Other Resources. To facilitate Contractor's performance of the Services/Deliverables, the State shall provide to Contractor such equipment and resources as identified in the Statements of Work or other Contract Exhibits as items to be provided by the State.

(b) Facilities. The State shall designate space as long as it is available and as provided in the Statement of Work, to house Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). Contractor shall have reasonable access to, and unless agreed otherwise by the parties in writing shall observe and comply with all rules and regulations relating to, each of the State Facilities (including hours of operation) used by Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for Contractor's use, or to which Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

(c) Return. Contractor shall be responsible for returning to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

(d) Except as otherwise provided in **Section 2.220**, the State's failure to perform its responsibilities as set forth in this Contract shall not be deemed to be grounds for termination by Contractor. However, Contractor will not be liable for any default or delay in the performance of its obligations under this Contract to the extent such default or delay is caused by nonperformance of the State's obligations under this Contract, provided Contractor provides the State with reasonable written notice of such nonperformance and Contractor uses commercially reasonable efforts to perform notwithstanding the State's failure to perform. In addition, if the State's nonperformance of its responsibilities under this Contract materially increases the time required for Contractor's performance or Contractor's cost of performance, Contractor shall be entitled to seek an equitable extension via the Change Request process described in **Section 2.106**.

2.130 Security

2.131 Background Checks

The Contractor shall authorize the investigation of its personnel proposed to have access to State facilities and systems on a case by case basis. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. Such investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See http://www.michigan.gov/ditservice/0,1607,7-179-25781-73760--,00.html. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.140 Reserved

2.150 Confidentiality

2.151 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.152 Confidentiality

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor shall mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State shall mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State pursuant to applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State pursuant to its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. In the case of information of either Contractor or the State "Confidential Information" shall exclude any information (including this Contract) that is publicly available pursuant to the Michigan FOIA.

2.153 Protection of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access in order to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) such disclosure is necessary or otherwise naturally occurs in connection with work that is within such Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee

of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect such Confidential Information from unauthorized use or disclosure.

2.154 Exclusions

Notwithstanding the foregoing, the provisions of this Section will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose such Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of such disclosure as reasonably requested by the furnishing party.

2.155 No Implied Rights

Nothing contained in this Section shall be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.156 Remedies

Each party acknowledges that, if it breaches (or attempts or threatens to breach) its obligations under this Section, the other party may be irreparably harmed. Accordingly, if a court of competent jurisdiction should find that a party has breached (or attempted or threatened to breach) any such obligations, the non-breaching party shall be entitled to seek an injunction preventing such breach (or attempted or threatened breach).

2.157 Security Breach Notification

In the event of a breach of this Section, Contractor shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor shall report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within ten (10) days of becoming aware of such use or disclosure or such shorter time period as is reasonable under the circumstances.

2.158 Survival

The parties' respective obligations under this Section shall survive the termination or expiration of this Contract for any reason.

2.159 Destruction of Confidential Information

Promptly upon termination or cancellation of the Contract for any reason, Contractor shall certify to the State that Contractor has destroyed all State Confidential Information.

2.160 Proprietary Rights

2.161a Ownership (Reserved)

2.162 Source Code Escrow

(a) Definition. "Source Code Escrow Package" shall mean:

(i) A complete copy in machine-readable form of the source code and executable code of the NEC Software, including any updates or new releases of the product;

(ii) A complete copy of any existing design documentation and user documentation, including any updates or revisions; and/or

(iii) Complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. Such instructions shall include precise identification of all compilers, library packages, and linkers used to generate executable code.

(b) Delivery of Source Code into Escrow. Contractor shall deliver a Source Code Escrow Package to the Escrow Agent, pursuant to the Escrow Contract, which shall be entered into on commercially reasonable terms subject to the provisions of this Contract within ninety (90) days of delivery of the system.

Release Events. The Source Code Escrow Package may be released from escrow to the State, temporarily or permanently, upon the occurrence of one or more of the following:

(i) The Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under bankruptcy or insolvency law, whether domestic or foreign;

(ii) The Contractor has wound up or liquidated its business voluntarily or otherwise and the State has reason to believe that such events will cause the Contractor to fail to meet its warranties and maintenance obligations in the foreseeable future;

(iii) The Contractor voluntarily or otherwise discontinues support of the provided products prior to Contractor's contractual obligated support period per this agreement or materially breaches its support and maintenance obligations pursuant to the agreement and fails to cure such breach.

(c) Delivery of New Source Code into Escrow. If at anytime during the term of this Contract, the Contractor provides a maintenance release or upgrade version of the NEC Software, Contractor shall within ten (10) days deposit with the Escrow Agent, in accordance with the Escrow Contract, a Source Code Escrow Package for the maintenance release or upgrade version, and provide the State with notice of the delivery.

(d) Verification. The State reserves the right at any time, but not more than once a year, either itself or through a third party contractor, upon thirty (30) days written notice, to seek verification of the Source Code Escrow Package. The third party contractor may not be a competitor of Contractor.

(e) Escrow Fees. All fees and expenses charged by the Escrow Agent will be paid by the Contractor.

(f) Release Events. The Source Code Escrow Package may be released from escrow to the State, temporarily or permanently, upon the occurrence of one or more of the following:

(i) The Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under bankruptcy or insolvency law, whether domestic or foreign;

(ii) The Contractor has wound up or liquidated its business voluntarily or otherwise and the State has reason to believe that such events will cause the Contractor to fail to meet its warranties and maintenance obligations in the foreseeable future;

(iii) The Contractor voluntarily or otherwise discontinues support of the provided products prior to Contractor's contractual obligated support period per this agreement or materially breaches its support and maintenance obligations pursuant to the agreement and fails to cure such breach

(g) Release Event Procedures. If the State desires to obtain the Source Code Escrow Package from the Escrow Agent upon the occurrence of an Event in **Section 2.162(f)**, then:

(i) The State shall comply with all procedures in the Escrow Contract;
(ii) The State shall maintain all materials and information comprising the Source Code Escrow Package in confidence in accordance with this Contract;
(iii) If the release is a temporary one, then the State shall promptly return all released materials to Contractor when the circumstances leading to the release are no longer in effect.

(h) License. Upon release from the Escrow Agent pursuant to an event described in **Section 2.162(f)**, the Contractor automatically grants the State a non-exclusive, irrevocable license to use, internally, modify, maintain, support, update, have made, and create Derivative Works. Further, the State shall have the right to use the Source Code Escrow Package in order to maintain and support the NEC Software so that it can be used by the State as set forth in this Contract.

(i) Derivative Works. Any Derivative Works to the source code released from escrow which are made by or on behalf of the State shall be the sole property of the State. The State acknowledges that its ownership rights are limited solely to the Derivative Works and do not include any ownership rights in the underlying source code.

2.163 Rights in Data

(a) The State will be and remain the owner of all data made available by the State to Contractor or its agents, Subcontractors or representatives pursuant to the Contract. Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of Contractor, nor will any employee of Contractor or Contractor's parent company (NEC Corporation) or contractor other than those on a strictly need to know basis have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, Contractor shall only use personally identifiable information as strictly necessary to provide the Services and shall disclose such information only to its employees who have a strict need to know such information. Contractor shall comply at all times with all laws and regulations applicable to such personally identifiable information.

(b) The State is and shall remain the owner of all State-specific data pursuant to the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State shall only use personally identifiable information as strictly necessary to utilize the Services and shall disclose such information only to its employees who have a strict need to know such information, except as provided by law. The State shall comply at all times with all laws and regulations applicable to such personally identifiable information. Other material developed and provided to the State shall remain the State's sole and exclusive property.

2.164 Ownership of Materials

State and Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.165 Standard Software

If applicable and necessary, all Standard Software used in performing the Services shall be provided to the State under a separate license agreement between the State and the owner (or authorized licensor) of such software. Standard Software to be licensed to the State is listed in **Exhibit C**.

2.166 Pre-existing Materials for Custom Software Deliverables

Neither Contractor nor any of its Subcontractors shall incorporate any preexisting materials (including Standard Software) into Custom Software Deliverables or use any pre-existing materials to produce Custom Software Deliverables if such pre-existing materials will be needed by the State in order to use the Custom Software Deliverables unless (i) such pre-existing materials and their owners are identified to the State in writing and (ii) such pre-existing materials are either readily commercially available products for which Contractor or its Subcontractor, as the case may be, has obtained a license (in form and substance approved by the State) in the name of the State, or are materials that Contractor or its Subcontractor, as the case may be, has the right to license to the State and has licensed to the State on terms and conditions approved by the State prior to using such pre-existing materials to perform the Services.

2.167 General Skills

Notwithstanding anything to the contrary in this Section, each party, its Subcontractors and their personnel shall be free to use and employ its and their general skills, know-how and expertise, and to use, disclose and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of performing the Services, so long as it or they acquire and apply the foregoing without disclosure of any confidential or proprietary information of the other party.

2.170 Warranties And Representations

2.171 Warranties and Representations

The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and shall fulfill all of its obligations under this Contract. The performance of all obligations under this Contract shall be provided in a timely, professional, and workman-like manner and shall meet the performance and operational standards required under this Contract.

(b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

(d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.

(e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this

Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.

(h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or shall accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor shall not attempt to influence any State employee by the direct or indirect offer of anything of value.

(i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or such Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other contractor for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other contractor; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to this Contract or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.

(m) All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, it true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

(n) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or such department within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of such contract.

2.172 Software Warranties

(a) Performance Warranty

The Contractor represents and warrants that Deliverables, after Final Acceptance, will perform and operate in compliance with the requirements and other standards of performance contained in this Contract (including all descriptions, specifications and drawings made a part of the Contract) for a period of ninety (90) days. In the event of a breach of this warranty, Contractor will promptly correct the affected Deliverable(s) at no charge to the State.

(b) No Surreptitious Code Warranty

The Contractor represents and warrants that no copy of licensed Software provided to the State contains or will contain any Self-Help Code or any Unauthorized Code as defined below. This warranty is referred to in this Contract as the “No Surreptitious Code Warranty.”

As used in this Contract, “Self-Help Code” means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee’s computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Contract, “Unauthorized Code” means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code. Unauthorized Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee’s computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

In addition, Contractor will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the State.

(c) Calendar Warranty

The Contractor represents and warrants that all software for which the Contractor 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 calendar year rollover 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.

(d) Third-party Software Warranty

The Contractor represents and warrants that it will disclose the use or incorporation of any third-party software into the Deliverables. At the time of Delivery, the Contractor shall provide in writing the name and use of any Third-party Software, including information regarding the Contractor’s authorization to include and utilize such software. The notice shall include a copy of any ownership agreement or license that authorizes the Contractor to use the Third-party Software.

2.173 Equipment Warranty

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it will maintain such equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance in accordance with the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the equipment/system(s) shall be in good operating condition and shall operate and perform to the requirements and other standards of performance contained in this Contract,

when installed, at the time of Final Acceptance by the State, and for a period of two (2) years commencing upon the first day following Final Acceptance.

Within thirty (30) business days of notification from the State, the Contractor shall adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor shall assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor shall provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract shall be performed by original equipment manufacturer (OEM) trained, certified and authorized technicians.

The Contractor shall act as the sole point of contact for warranty service. The Contractor warrants that it shall pass through to the State any and all warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

All warranty work shall be performed on the State of Michigan worksite(s).

2.174 Physical Media Warranty

(a) Contractor represents and warrants that each licensed copy of the Software provided by the Contractor is free from physical defects in the media that tangibly embodies the copy. This warranty does not apply to defects discovered more than thirty (30) days after that date of Final Acceptance of the Software by the State. This warranty does not apply to defects arising from acts of Excusable Failure. If the Contractor breaches this warranty, then the State shall be entitled to replacement of the non-compliant copy by Contractor, at Contractor's expense (including shipping and handling).

2.175a DISCLAIMER

THE FOREGOING EXPRESS WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND EACH PARTY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.176 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, such breach may be considered as a default in the performance of a material obligation of this Contract.

2.180 Insurance

2.181 Liability Insurance

a) Liability Insurance

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract.

The insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract shall be issued by companies that have been approved to do business in the State. See http://www.mi.gov/cis/0,1607,7-154-10555_22535---,00.html.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Before the Contract is signed by both parties or before the purchase order is issued by the State of Michigan, the Contractor must furnish to the State of Michigan, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "Acord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider or by a broker authorized by the Insurance Provider to issue such Certificates. All Certificate(s) shall contain a provision that the issuing for ten insurer will endeavor to mail the State of Michigan SIXTY (60) days prior written notice for any policy cancellation, except (10) days for non-payment of premium. The Contractor shall notify the State of any reduction in coverage that does not meet the requirements of this agreement. Such notification will be given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Purchasing Operations, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option; result in this Contract's termination.

The Contractor is required to pay for and provide the type and amount of insurance checked ☑ below:

☑ 1. Commercial General Liability with the following minimum coverage:
$2,000,000 General Aggregate Limit other than Products/Completed Operations
$2,000,000 Products/Completed Operations Aggregate Limit
$1,000,000 Personal & Advertising Injury Limit
$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ 3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must

provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states in which the work is performed under this contract..
The Contractor also agrees to provide evidence that insurance policies for automobile and workers compensation contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☑ 4. Employers liability insurance with the following minimum limits:
$100,000 each accident
$100,000 each employee by disease
$500,000 aggregate disease

☑ 5. RESERVED

☑ 6. RESERVED

☑ 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: one million dollars ($1,000,000.00) each occurrence and one million dollars ($1,000,000.00) annual aggregate.

☑ 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Contractor. Such policy shall cover all risks of direct physical loss or damage, including without limitation, coverage for computer hardware and software. The State shall be designated as a loss payee as its interests appear.

(b) Subcontractors

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

(c) Certificates of Insurance and Other Requirements

Contractor shall furnish to the Office of Acquisition Services certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 10 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. A Broker Letter shall suffice in meeting this requirement until new certificates of insurance are mailed to the State. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed; to limit any liability or

indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

2.190 Indemnification

2.191 Indemnification

(a) General Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

(b) Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

(c) Employee Indemnification

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 provisions, 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 provisions.

(d) Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State 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, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or 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 to the State's satisfaction 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.

Notwithstanding the foregoing, the Contractor shall have no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment or software developed based on written specifications of the State; or (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.192 Continuation of Indemnification Obligations

The Contractor's duty to indemnify pursuant to this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or cancellation.

2.193 Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

(a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

2.200 Limits of Liability and Excusable Failure

2.201 Limits of Liability

The Contractor's liability for damages to the State shall be limited to two times the value of the Contract.

The State's liability for damages to the Contractor shall be limited to the value of the Contract.

Neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor.

2.202 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent such default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; 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 commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay and provided further that such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay Contractor's performance of the Services/provision of Deliverables for more than ten (10) Business 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/Deliverables from an alternate source, and the State shall not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance shall continue; (b) the State may terminate any portion of the Contract so affected and the charges payable there under shall be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to Contractor, except to the extent that the State shall pay for Services/Deliverables provided through the date of termination. 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/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and 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.

2.203 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or manmade disaster.

2.210 Termination/Cancellation by the State

The State may terminate 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:

2.211 Termination for Cause

(a) In the event that Contractor breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA as defined in **Section 2.076**), 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 (such time period not to be less than thirty (30) days), 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 termination to Contractor, terminate this Contract in whole or in part, for cause, as of the date specified in the notice of termination.

(b) In the event that this Contract is terminated for cause, in addition to any legal remedies otherwise available to the State by law or equity, Contractor shall be responsible for all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs shall not be considered by the parties to be consequential, indirect or incidental damages, and shall not be excluded by any other terms otherwise included in this Contract, provided such costs are not in excess of fifty percent (50%) more than the prices for such Service/Deliverables provided under this Contract.

(c) In the event the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State shall pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause shall cease on the effective date of the termination.

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

2.212 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such termination 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 Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least thirty (30) days prior to the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause shall cease on the effective date of the termination.

2.213 Non-Appropriation

(a) 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 Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State shall have the right to terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of

termination to Contractor. The State shall give Contractor at least thirty (30) days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than thirty (30) days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise made available, the State may, upon thirty (30) days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in such manner and for such periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of such reduction.

(c) In the event the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor pursuant to this Section, the State shall pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. For the avoidance of doubt, this Section will not preclude Contractor from reducing or stopping Services/Deliverables and/or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.214 Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense incident to the application for, or performance of, a State, public or private Contract or subcontract; convicted of a criminal offense, including 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 Contractor's business integrity.

2.215 Approvals Rescinded

The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

2.216 Rights and Obligations Upon Termination

(a) If this Contract is terminated by the State for any reason, Contractor shall (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) in the event that the Contractor maintains title in Deliverables that is intended to be transferred to the State at the termination of the Contract, Contractor will transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which shall be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of such items included compensation to Contractor for the provision of warranty services in respect of such materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) In the event the State terminates this Contract prior to its expiration for its own convenience, the State shall pay Contractor for all charges due for Services provided prior to the date of termination and, if applicable, as a separate item of payment pursuant to this Contract, for Work In Process, on a percentage of

completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and Contractor shall be entitled to receive equitable fair compensation for such Deliverables. Regardless of the basis for the termination, the State shall not be obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.217 Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party shall be with full reservation of, and without prejudice to, any rights or remedies otherwise available to such party with respect to any claims arising prior to or as a result of such termination.

2.218 Contractor Transition Responsibilities

In the event this contract is terminated, for convenience or cause, dissolved, voided, rescinded, nullified, expires or is otherwise rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. In the event of termination or the expiration of this Contract, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed ninety (90) days. These efforts shall include, but are not limited to, the following:

(a) Personnel - The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor shall allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

(b) Information - The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

(d) Software. - The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This shall include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses shall, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

(e) Payment - If the transition results from a termination for any reason, reimbursement shall be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates specified by **Exhibit C**. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.219 State Transition Responsibilities

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

(a) Reconciling all accounts between the State and the Contractor;
(b) Completing any pending post-project reviews.

2.221 Termination by Contractor

2.221 Termination by Contractor

If the State materially breaches its obligation to pay Contractor undisputed amounts due and owing under this Contract in accordance with **Section 2.090**, or if the State breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for Contractor to perform the Services, and if the State does not cure the breach within the time period specified in a written notice of breach provided to the State by Contractor (such time period not to be less than thirty (30) days), then Contractor may terminate this Contract, in whole or in part based on Statement of Work for cause, as of the date specified in the notice of termination; provided, however, that Contractor must discharge its obligations under **Section 2.250** before any such termination.

2.230 Stop Work

2.231 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to ninety (90) calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this **Section 2.230**. Upon receipt of the stop work order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.210**.

2.232 Cancellation or Expiration of Stop Work Order

If a stop work order issued under this **Section 2.230** is canceled or the period of the stop work order or any extension thereof expires, Contractor shall resume work. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within thirty (30) calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.106.**

2.233 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, such termination shall be deemed to be a termination for convenience under **Section 2.212**, and the State shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.230**.

2.240 Reserved

2.250 Dispute Resolution

2.251 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work shall be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor shall submit a letter executed by Contractor's Contract Administrator or his designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the supporting data provided with such an affidavit are current and complete to Contractor's best knowledge and belief.

2.252 Informal Dispute Resolution

(a) All operational disputes between the parties shall be resolved under the Contract Management procedures developed pursuant to **Section 2.100**. If the parties are unable to resolve any disputes after compliance with such processes, the parties shall meet with the Director of Acquisition Services, DMB, or designee, for the purpose of attempting to resolve such dispute without the need for formal legal proceedings, as follows:

(i) The representatives of Contractor and the State shall meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.

(iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(iv) Following the completion of this process within sixty (60) calendar days, the Director of Acquisition Services, DMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within thirty (30) calendar days. The opinion regarding the dispute shall be considered the State's final action and the exhaustion of administrative remedies.

(b) This **Section 2.250** will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or pursuant to **Section 2.253**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work pursuant to the Contract.

2.253 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.252** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is such that the damages to such party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.254 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment shall not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.210** and **2.220**, as the case may be.

2.260 Federal and State Contract Requirements

2.261 Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her 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. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq*., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq*., and any breach of this provision may be regarded as a material breach of the Contract.

2.262 Unfair Labor Practices

Pursuant to 1980 PA 278, 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 PA 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.263 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor shall comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html.

2.270 Litigation

2.271 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions thereto, to which Contractor (or, to the extent Contractor is aware, any

Subcontractor hereunder) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor hereunder; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. Any such litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") must be disclosed in a written statement to the Contract Administrator within thirty (30) days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated as such. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. In the event that any such Proceeding disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

(i) the ability of Contractor (or a Subcontractor hereunder) to continue to perform this Contract in accordance with its terms and conditions, or

(ii) whether Contractor (or a Subcontractor hereunder) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in such Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then Contractor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that:

(A) Contractor and/or its Subcontractors hereunder will be able to continue to perform this Contract and any Statements of Work in accordance with its terms and conditions, and

(B) Contractor and/or its Subcontractors hereunder have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in such Proceeding.

(c) Contractor shall make the following notifications in writing:

(1) Within thirty (30) days of Contractor becoming aware that a change in its ownership has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor shall notify the Office of Purchasing Operations .

(2) Contractor shall also notify the Office of Purchasing Operations within thirty (30) days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

2.272 Governing Law

The Contract shall in all respects be governed by, and construed in accordance with, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.273 Compliance with Laws

Contractor shall comply with all applicable state, federal, and local laws and ordinances ("Applicable Laws") in providing the Services/Deliverables.

2.274 Jurisdiction

Any dispute arising from the Contract shall be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.280 Environmental Provision

2.281 Environmental Provision

For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, such construction materials as paint thinners, solvents, gasoline, oil, etc., and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials such as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act. This Contract does not cover the handling, removal, or disposal of all Hazardous Materials.

(a) The Contractor shall use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material in accordance with all federal, State and local laws. The State shall provide a safe and suitable environment for performance of Contractor's Work. Prior to the commencement of Work, the State shall advise Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of such Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor shall immediately stop all affected Work, give written notice to the State of the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State shall order a suspension of Work in writing. The State shall proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State shall terminate the affected Work for the State's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the affected Work shall be resumed as directed in writing by the State. Any determination by the Michigan Department of Community Health and/or the Michigan Department of Environmental Quality (whichever is applicable) that the Hazardous Material has either been removed or rendered harmless shall be binding upon the State and Contractor for the purposes of resuming the Work. If any such incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.076** for a time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor shall bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material in accordance with Applicable Laws to the condition approved by applicable regulatory agency(ies). If the Contractor fails to take appropriate action pursuant to Applicable Laws and consistent with the State requirements, then the State may take appropriate action.

2.290 General

2.291 Amendments

The Contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties.

2.292 Assignment

(a) Neither party shall have the right to assign the Contract, or to assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State

agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as such affiliate is adequately capitalized and can provide adequate assurances that such affiliate can perform the Contract. Any purported assignment in violation of this Section shall be null and void. It is the policy of the State of Michigan to withhold consent from proposed assignments, subcontracts, or novations when such transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. In the event of any such permitted assignment, Contractor shall not be relieved of its responsibility to perform any duty imposed upon it herein, and the requirement under the Contract that all payments shall be made to one entity shall continue.

2.293 Entire Contract; Order of Precedence

(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to such subject matter and as additional terms and conditions on the purchase order shall apply as limited by **Section 2.061**.

(b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of **Sections 2.110 through 2.220** of the Contract, which may be modified or amended only by a formal Contract amendment.

2.294 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 the Contract.

2.295 Relationship of the Parties (Independent Contractor Relationship)

The relationship between the State and Contractor is that of client and independent Contractor. No agent, employee, or servant of 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. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

2.296 Notices

(a) Any notice given to a party under the Contract 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.

State of Michigan
Purchasing Operations
Attention: Steve Motz
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

with a copy to:
Michigan Department of Information Technology
DIT Contracts
Attention: Barbara Suska

525 W. Allegan St.
Constitution Hall – South Atrium
Lansing, Michigan 48909

Contractor(s): See cover sheet of contract
Name
Address

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

(b) Binding Commitments

Representatives of Contractor identified on the cover sheet shall have the authority to make binding commitments on Contractor's behalf within the bounds set forth in such table. Contractor may change such representatives from time to time upon written notice.

2.297 Media Releases and Contract Distribution

(a) Media Releases

Neither Contractor nor the State will make any news releases, public announcements or public disclosures, nor will they have any conversations with representatives of the news media, pertaining to the Contract, the Services or the Contract without the prior written approval of the other party, and then only in accordance with explicit written instructions provided by that party. In addition, neither Contractor nor the State will use the name, trademarks or other proprietary identifying symbol of the other party or its affiliates without such party's prior written consent. Prior written consent of the Contractor must be obtained from authorized representatives.

(b) 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.

2.298 Reformation and 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.

2.299 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, such consent or approval shall be in writing and shall not be unreasonably withheld or delayed.

2.300 No Waiver of Default

The failure of a party to insist upon strict adherence to any term of the 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.

2.301 Survival

Any provisions of the Contract that impose continuing obligations on the parties including the parties' respective warranty, indemnity and confidentiality obligations, shall survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.302 Covenant of Good Faith

Each party agrees that, in its dealings with the other party or in connection with the Contract, it shall act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.303 Permits

Contractor shall obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State shall pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.304 Website Incorporation

State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

2.305 Taxes

Vendors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes defined in Section 3.022 for all persons involved in the resulting Contract.

The State may refuse to award a contract to any Vendor who has failed to pay any applicable State taxes. The State may refuse to accept Vendor's bid, if Vendor has any outstanding debt with the State. Prior to any award, the State will verify whether Vendor has any outstanding debt with the State.

2.306 Prevailing Wage

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Labor and Economic Development, Wage and Hour Bureau, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Labor and Economic Development, the office responsible for enforcement of the wage rates and fringe benefits. You shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.307 Call Center Disclosure

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this Contract.

2.308 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any contractor if the State determines that the contractor has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a leading edge on the competitive RFP.

2.310 Reserved

2.320 Extended Purchasing

2.321 MiDEAL

RESERVED

2.322 State Employee Purchases

RESERVED

2.330 Federal Grant Requirements

2.331 Federal Grant Requirements

The following links contain certifications and terms which may be required for some purchases paid via Federal funds. They are included here to be utilized as required.

Lobbying Certifications are usually for agreements over $100,000. The debarment certification is required for all agreements. The last link is where you can go and search for debarred or suspended contractors.

http://straylight.law.cornell.edu/uscode/html/uscode31/usc_sec_31_00001352----000-.html
http://www.archives.gov/federal_register/codification/executive_order/12549.html
http://www.archives.gov/federal_register/executive_orders/pdf/12869.pdf
http://www.epls.gov/epls/servlet/EPLSSearchMain/1

Article 3 – Certifications and Representations

Complete Certifications and Representations can be found in DMB master contract file.

Exhibit A

Approved Subcontractors

To ensure the State of Michigan receives the latest in AFIS technology, NEC anticipates using Computer Deductions, Inc. (CDI) as part of our Mobile ID offering. The following is a required subcontractor.

CDI will provide the Mobile handheld devices (CrossMatch MV100) with the necessary MSP EFTS customization as well as the CDI Mobile ID Store & Forward applications customized to interface the NEC AFIS.

Computer Deductions, Inc.
8680 Greenback Lane, Suite 210
Orangevale, California 95662
Telephone: (916) 987-3600
Facsimile: (916) 987-3606
Email: corp@cid-hq.com
Web: www.cdi-hq.com
Contact: Tom Calabro

CDI Organization & Abilities

Computer Deductions, Inc. (CDI) was incorporated in California in 1971 and is certified (Cert. # 31123) with California Department of General Services (DGS) as a small business. CDI routinely provides software development services as a subcontractor to major corporations (e.g. ATT, DEC, IBM, NEC, UNISYS and Digimarc (formerly Polaroid)). The company, being technically oriented concentrates on the design and development of large custom systems such as high volume message switches, large database systems, and the automation of large clerical systems. In addition, CDI provides top management consulting services to produce feasibility studies, procurement documents, special studies associated with automation or communications, and assisting customer staff in the development of automated systems. CDI has developed communication line handlers for Disney, California Department of Justice, California Department of Motor Vehicles, and Tandem. CDI is registered as a Value Added Reseller (VAR) for Unisys, Dell, NCR, NEC, and HP/Compaq, supplying computer equipment, LAN and WAN network equipment and software from these suppliers and others. CDI also provides 24x7 Data Center operational support services, maintaining single server, to complete large mainframe data-center operations and environments. In the year 2000, CDI spawned a new, highly successful division focused on providing System Integration and sales, installation, and support of Mobile Data Computer (MDC) systems.

Exhibit B
Approved Hardware

As of the effective date of this contract Phases 0A, 0B, I, II, III, and V have been purchased and were accepted by the State on February 1, 2009. Payment was made under Purchase Order #084N7202228. Phases IV, VI, VII, and VIII have not been purchased yet.

This was the approved hardware that was includes in the initial contract #**071B7200080**. This table does not necessarily reflect what was actually agreed to and installed. For current list of equipment please see **Appendix E (Maintenance Equipment and Software List)**.

PHASE 0-A (Expansion Of Current System)	
Quantity	**Description**
	Print Server
1	Dell Optiplex GX620 , 2GB RAM, 80GB HDD
1	19" Flat Panel Monitor
1	Xerox Phaser 4500DT (Network Enabled)
1	256MB additional printer memory
	Card Scanner Station & Scanner
2	Dell Precision 690 (750W 32 bit) - Dual Xeon CPU, 4GB RAM, 73GB x 4 HDD in RAID-5
2	20" Flat Panel Monitor
2	Epson 10000XL-Scanner
2	Epson Auto Document Feeder
	Additional Disks on the existing IIC
10	EMC Clarion C0972D-A 18GB Disk Drive Modules and chassis enclosure
	Additional Storage Server for existing DAS storage expansion
1	PowerEdge2950 (Rackmount) - Windows Server Dual Core, Dual Xeon processor, 4GB RAM, 300GB x 6 HDD in RAID-5 with Hot spare, Redundant Power Supply

Following Table indicates the Phase 0-B replacement system hardware. At the time of delivery NEC will deliver the latest available hardware models available in the equivalent category for each of the phases mentioned herewith

Phase 0-A accommodates 5M AFIS records and 7M Archive records with 3500 transactions per day

PHASE 0-B (Replacement Of Current System)	
Quantity	**Description**
	RM/SC
1	Dell PowerEdge 6850 (Rackmount), Dual Core, Dual Xeon processor, 8GB RAM, 73GB x 5 HDD in RAID-5 with Hot spare, Dual Power Supply
2	Qlogic Fibre Channel HBA
1	Dell PowerVault 124T – LTO-3, SCSI Interface card, 15 Tape media
	SMS
3	Dell PowerEdge 6850 (Rackmount), Dual Core, Dual Xeon processor, 24GB RAM, 146GB x 5 HDD in RAID-5 with Hot spare, Dual Power Supply
3	Emulex FC Interface
3	Rails For FMP
3	FMP7 Model – 3
	Web Server – Clustered
2	Dell PowerEdge 1950 (Rackmount), Dual Core, Dual Xeon processor, 2GB RAM, 36GB x 4 HDD in RAID-5 with Hot spare, Redundant Power Supply
2	Qlogic Fibre Channel HBA
	IPC
4	Dell PowerEdge 1950 (Rackmount), Dual Core, Dual Xeon processor, 2GB RAM, 36GB x 4 HDD in RAID-5 with Hot spare, Redundant Power Supply
	GTC – Clustered
2	PowerEdge2950 (Rackmount) - GTC Front End Windows Server Dual Core, Dual Xeon processor, 4GB RAM, 146GB x 4 HDD in RAID-5 with Hot spare, Redundant Power Supply
2	PowerEdge2950 (Rackmount) - GTC Database Linux Server Dual Core, Dual Xeon processor, 8GB RAM, 146GB x 4 HDD in RAID-5 with Hot spare, Redundant Power Supply
1	Rack 42U w/ KVM and Network switch
1	Rack 42U For storage and FMP install
4	Qlogic Fibre Channel HBA (Linux Server)
4	Qlogic Fibre Channel HBA (windows Server)
	DAS (NIST Archive) – Clustered
2	PowerEdge2950 (Rackmount) - DAS DB Windows Server Dual Core, Dual Xeon processor, 8GB RAM, 146GB x 4 HDD in RAID-5 with Hot spare, Redundant Power Supply
4	Qlogic Fibre Channel HBA
	SAN Storage
1	DELL/EMC CX3-40 FC SAN Storage
2	Brocade 4100 16-32 Ports on Demand 4Gbps Fibre Channel Switch
6	73GB 15K Disk Drive Module – For SAN FLARE Code

PHASE 0-B (Replacement Of Current System)	
Quantity	**Description**
22	146GB 15K Disk Drive Module
28	300GB 10K Disk Drive Module
1	PowerVault 132T Tape Library (Rackmount) - 2 drives, LTO-3, 400/800GB, RMC, Native Fibre, Tape Media for LTO3, 400/800GB 15 Pack, FC cable
	IMARS – Reports Repository
1	PowerEdge1425 SC (Rackmount) Dual Xeon processor, 4GB RAM, 73GB x 2 HDD in RAID-0
	Workstation – Verify [GWS-V]
5	Optiplex GX620 Pentium D processor, 2GB RAM, 80GB HDD, CD-RW, Mouse, Keyboard, 550 VA UPS
5	20" Flat Panel Monitor
5	HP 2420 B/W Laser Printer
	Workstation – Latent [GWS-L]
17	Optiplex GX620 Pentium D processor, 2GB RAM, 80GB HDD, CD-RW, Mouse, Keyboard, 550 VA UPS
17	20" Flat Panel Monitor
17	Sony CCD Video Camera
17	FlashBus MV Lite Interface Card
17	HP 2420 B/W Laser Printer
	Workstation - Tenprint and Latent [GWS-TL]
4	Optiplex GX620 Pentium D processor, 2GB RAM, 80GB HDD, CD-RW, Mouse, Keyboard, 550 VA UPS
4	20" Flat Panel Monitor
4	Epson 4990 Flat Bed Scanner USB 2.0
4	Sony CCD Video Camera
4	FlashBus MV Lite Interface Card
4	HP 2420 B/W Laser Printer
	Workstation - Tenprint and NSW (GWS-TN)
2	Optiplex GX620 Pentium D processor, 2GB RAM, 80GB HDD, CD-RW, Mouse, Keyboard, 550 VA UPS
2	20" Flat Panel Monitor
2	Epson 4990 Flat Bed Scanner USB 2.0
2	HP 2420 B/W Laser Printer

Incremental option on Phase 0-B to accommodate 7 million for AFIS and 10 million for archive and 2 million transactions per year (5500 per day)
Following table indicates the additional hardware necessary on Phase 0-B to achieve the expansion

Incremental Expansion - Additional HW over Phase 0-B	
Quantity	**Description**
	SMS & Matchers
1	Dell PowerEdge 6850 (Rackmount), Dual Core, Dual Xeon processor, 32GB RAM, 146GB x 5 HDD in RAID-5 with Hot spare, Dual Power Supply
3	Additional memory for Phase 0-B SMS servers. Each SMS will be added with 4GB -(2GB x 2 SIMMS)

Incremental Expansion - Additional HW over Phase 0-B	
Quantity	**Description**
1	Emulex FC Interface
1	Rails For FMP
1	FMP7 Model – 3
	SAN Storage
4	146GB 15K Disk Drive Module
13	300GB 10K Disk Drive Module

Phase-1 will address the Palm Addition
The Phase -1 is divided into three sub phases (Phase 1A, Phase 1B and Phase 1C) depending on the three different scenarios for palm database design. The Sub phases are derived to offer incremental price and storage estimations for MSP's convenience.
For Palm design size please refer to the CONTRACTOR response Section -1 Overall Solution
Phase 1A adds the storage and matching resources over the Phase 0-B.

PHASE 1-A (Palm) - Additional HW over Phase 0-B	
Quantity	**Description**
	SMS & Matchers
3	Emulex FC Interface
3	Rails For FMP
1	42U Rack For Storage and FMP
3	FMP7 Model - 3
	SAN Storage
20	146GB 15K Disk Drive Module
9	300GB 10K Disk Drive Module

Phase 1B adds the storage over the Phase 1A.

PHASE 1-B (Palm) - Additional HW over Phase 1-A	
Quantity	**Description**
	SAN Storage
23	146GB 15K Disk Drive Module
16	300GB 10K Disk Drive Module
1	Upgrade the PowerVault 132T, DAS tape library with PowerVault 136T tape library PowerVault 136T Tape Library (Rackmount) - **2 drives**, LTO-3, 400/800GB, RMC, Native Fibre, Tape Media for LTO3, 400/800GB 15 Pack, FC cable, 18 Slot Column, 12 Slot Mailbox
0	Reuse the PowerVault 132T, DAS tape library for AFIS RM/SC Backup instead of PowerVault 124T

Phase 1C adds the storage over the Phase 1B.

PHASE 1-C (Palm) - Additional HW over Phase 1-B	
Quantity	**Description**
	SAN Storage
25	146GB 15K Disk Drive Module
12	300GB 10K Disk Drive Module
1	Upgrade the PowerVault 136T, DAS tape library by adding one more drive PowerVault 136T Tape Library (Rackmount) - **3 drives**, LTO-3, 400/800GB, RMC, Native Fibre, Tape Media for LTO3, 400/800GB 15 Pack, FC cable, 18 Slot Column, 12 Slot Mailbox

Cumulative Phase 1A, 1B and 1C

PHASE 1A+1B+1C (Palm) - Additional HW over Phase 0-B	
Quantity	**Description**
	SMS & Matchers
3	Emulex FC Interface
3	Rails For FMP
1	42U Rack For Storage and FMP
3	FMP7 Model - 3
	SAN Storage
68	146GB 15K Disk Drive Module
37	300GB 10K Disk Drive Module
1	Upgrade the PowerVault 136T PowerVault 136T Tape Library (Rackmount) - **3 drives**, LTO-3, 400/800GB, RMC, Native Fibre, Tape Media for LTO3, 400/800GB 15 Pack, FC cable, 18 Slot Column, 12 Slot Mailbox

Phase-2 will address the SLAP Addition
For SLAP design size please refer to the CONTRACTOR response Section -1 Overall Solution
Phase 2 adds the storage and matching resources over the Phase 0-B.

PHASE 2 (Slap) - Additional HW over Phase 0-B	
Quantity	**Description**
	SMS & Matchers
3	Emulex FC Interface
3	Rails For FMP
1	42U Rack For Storage and FMP
3	FMP7 Model - 3
	SAN Storage
11	146GB 15K Disk Drive Module

Phase-3 will address the Enhanced Tenprint matching
For Enhanced Tenprint matching design size please refer to the CONTRACTOR response Section -1 Overall Solution
Phase 3 adds the matching resources over the Phase 0-B.

PHASE 3 (Enhanced Tenprint) - Additional HW over Phase 0-B	
Quantity	**Description**
	SMS & Matchers
1	Dell PowerEdge 6850 (Rackmount), Dual Core, Dual Xeon processor, 20GB RAM, 146GB x 5 HDD in RAID-5 with Hot spare, Dual Power Supply
1	Emulex FC Interface
1	Rails For FMP
1	FMP7 Model - 3

Phase-4 will address the Event AFIS
For Event AFIS design size please refer to the CONTRACTOR response Section -1 Overall Solution
Phase 4 adds the storage and matching resources over the Phase 0-B.

PHASE 4 (Event AFIS) - Additional HW over Phase 0-B	
Quantity	**Description**
	SMS & Matchers
1	Dell PowerEdge 6850 (Rackmount), Dual Core, Dual Xeon processor, 20GB RAM, 146GB x 5 HDD in RAID-5 with Hot spare, Dual Power Supply

PHASE 4 (Event AFIS) - Additional HW over Phase 0-B	
Quantity	**Description**
1	Emulex FC Interface
1	Rails For FMP
1	FMP7 Model - 3
	SAN Storage
4	146GB 15K Disk Drive Module
3	300GB 10K Disk Drive Module

Phase-5 will address the Enhanced Latent Matching
For Enhanced Latent Matching design size please refer to the CONTRACTOR response Section -1 Overall Solution
Phase 5 adds matching resources over the Phase 0-B.

PHASE 5 (Enhanced Latent Matching) - Additional HW over Phase 0-B	
Quantity	**Description**
	SMS & Matchers
1	Dell PowerEdge 6850 (Rackmount), Dual Core, Dual Xeon processor, 16GB RAM, 146GB x 5 HDD in RAID-5 with Hot spare, Dual Power Supply
1	Emulex FC Interface
1	Rails For FMP
1	FMP7 Model - 3

Phase-6 will address the Mobile Identification
For Mobile identification design size please refer to the CONTRACTOR response Section -1 Overall Solution
Phase 6 adds matching resources, MID Server store and forward over the Phase 0-B.

PHASE 6 (MID) - Additional HW over Phase 0-B	
Quantity	**Description**
	SMS & Matchers
1	Dell PowerEdge 6850 (Rackmount), Dual Core, Dual Xeon processor, 16GB RAM, 146GB x 5 HDD in RAID-5 with Hot spare, Dual Power Supply
1	Emulex FC Interface
1	Rails For FMP
1	FMP7 Model - 3
	MID Store & Forward Server
1	PowerEdge2950 (Rackmount) - Windows Server Dual Core, Dual Xeon processor, 4GB RAM, 146GB x 4 HDD in RAID-5 with Hot spare, Redundant Power Supply
	MID Devices
60	Crossmatch MV100 – Handheld Device

Phase-7 will address the IIC and Archive Integration
For IIC and Archive Integration design size please refer to the CONTRACTOR response Section -1 Overall Solution
Phase 7 reduces the storage over the Phase 0-B.

PHASE 7 (IIC & Archive Integration) - Reduction in HW over Phase 0-B	
Quantity	**Description**
	SAN Storage
(- 9)	146GB 15K Disk Drive Module (Reduction)

Phase 8 addresses the Disaster Recovery (DR) system
NEC is offering three DR configurations based on the database sizing. Configurations are listed as 8A, 8B and 8C.
The each of the DR options includes the incremental expansion on the palm storage indicated in the production system Phase 1A, 1B and 1C.
DR system is standalone system at the Disaster recovery site
Phase 8-A addresses the baseline Standalone DR system

PHASE 8-A (Disaster Recovery System)	
Quantity	**Description**
	RM/SC
1	Dell PowerEdge 6850 (Rackmount), Dual Core, Dual Xeon processor, 8GB RAM, 73GB x 5 HDD in RAID-5 with Hot spare, Dual Power Supply
2	Qlogic Fibre Channel HBA
1	Dell PowerVault 124T - LTO-3, SCSI Interface card, 15 Tape media
	SMS
2	Dell PowerEdge 6850 (Rackmount), Dual Core, Dual Xeon processor, 24GB RAM, 146GB x 5 HDD in RAID-5 with Hot spare, Dual Power Supply
2	Emulex FC Interface
2	Rails For FMP
2	FMP7 Model - 2
	Web Server
1	Dell PowerEdge 1950 (Rackmount), Dual Core, Dual Xeon processor, 2GB RAM, 36GB x 4 HDD in RAID-5 with Hot spare, Redundant Power Supply
2	Qlogic Fibre Channel HBA
	IPC
2	Dell PowerEdge 1950 (Rackmount), Dual Core, Dual Xeon processor, 2GB RAM, 36GB x 4 HDD in RAID-5 with Hot spare, Redundant Power Supply
	GTC
1	PowerEdge2950 (Rackmount) - GTC Windows Server (Front End and database Server) Dual Core, Dual Xeon processor, 4GB RAM, 146GB x 4 HDD in RAID-5 with Hot spare, Redundant Power Supply
1	Rack 42U w/ KVM and Network switch
1	Rack 42U For storage and FMP install
2	Qlogic Fibre Channel HBA (windows Server)
	DAS (NIST Archive) - Clustered
2	PowerEdge2950 (Rackmount) - DAS DB Windows Server Dual Core, Dual Xeon processor, 8GB RAM, 146GB x 4 HDD in RAID-5 with Hot spare, Redundant Power Supply
4	Qlogic Fibre Channel HBA
	SAN Storage
1	DELL / EMC CX3-40 FC SAN Storage
2	Brocade 4100 16-32 Ports on Demand 4Gbps Fibre Channel Switch
6	73GB 15K Disk Drive Module – For SAN FLARE Code
42	146GB 15K Disk Drive Module

PHASE 8-A (Disaster Recovery System)	
Quantity	**Description**
37	300GB 10K Disk Drive Module
1	PowerVault 132T Tape Library (Rackmount) - 2 drives, LTO-3, 400/800GB, RMC, Native Fibre, Tape Media for LTO3, 400/800GB 15 Pack, FC cable Maximum Backup Capacity of 9.6TB (native)
	IMARS – Reports Repository
1	PowerEdge1425 SC (Rackmount) Dual Xeon processor, 4GB RAM, 73GB x 2 HDD in RAID-0
	Print Server
1	Dell Optiplex GX620 , 2GB RAM, 80GB HDD
1	19" Flat Panel Monitor
1	Xerox Phaser 4500DT (Network Enabled)
1	256MB additional printer memory
	Card Scanner Station & Scanner
1	Dell Precision 690 (750W 32 bit) - Dual Xeon CPU, 4GB RAM, 73GB x 4 HDD in RAID-5
1	20" Flat Panel Monitor
1	Epson 10000XL-Scanner
1	Epson Auto Document Feeder
	Workstation – Verify [GWS-V]
3	Optiplex GX620 Pentium D processor, 2GB RAM, 80GB HDD, CD-RW, Mouse, Keyboard, 550 VA UPS
3	20" Flat Panel Monitor
3	HP 2420 B/W Laser Printer
0	**Workstation – Latent [GWS-L] – All Remotes will connect to DR system in DR situation**
	Workstation - Tenprint and Latent [GWS-TL]
1	Optiplex GX620 Pentium D processor, 2GB RAM, 80GB HDD, CD-RW, Mouse, Keyboard, 550 VA UPS
1	20" Flat Panel Monitor
1	Epson 4990 Flat Bed Scanner USB 2.0
1	Sony CCD Video Camera
1	FlashBus MV Lite Interface Card
1	HP 2420 B/W Laser Printer
	Workstation - Tenprint and NSW (GWS-TN)
1	Optiplex GX620 Pentium D processor, 2GB RAM, 80GB HDD, CD-RW, Mouse, Keyboard, 550 VA UPS
1	20" Flat Panel Monitor
1	Epson 4990 Flat Bed Scanner USB 2.0
1	HP 2420 B/W Laser Printer

Phase 8-B addresses necessary storage expansion and matcher expansion over phase 8-A to accommodated increased palm database size

PHASE 8-B (DR) - Additional HW over Phase 8-A	
Quantity	**Description**
	SAN Storage
23	146GB 15K Disk Drive Module
16	300GB 10K Disk Drive Module
1	Upgrade the PowerVault 132T, DAS tape library with PowerVault 136T tape library PowerVault 136T Tape Library (Rackmount) - **2 drives**, LTO-3, 400/800GB, RMC, Native Fibre, Tape Media for LTO3, 400/800GB 15 Pack, FC cable, 18 Slot Column, 12 Slot Mailbox
0	Reuse the PowerVault 132T, DAS tape library for AFIS RM/SC Backup instead of PowerVault 124T

Phase 8-C addresses necessary storage expansion and matcher expansion over phase 8-B to accommodated increased palm database size

PHASE 8-C (DR) - Additional HW over Phase 8-B	
Quantity	**Description**
	SAN Storage
25	146GB 15K Disk Drive Module
12	300GB 10K Disk Drive Module
1	Upgrade the PowerVault 136T, DAS tape library by adding one more drive PowerVault 136T Tape Library (Rackmount) - **3 drives**, LTO-3, 400/800GB, RMC, Native Fibre, Tape Media for LTO3, 400/800GB 15 Pack, FC cable, 18 Slot Column, 12 Slot Mailbox

Cumulative Phase 8B and 8C

PHASE 8B+8C (DR) - Additional HW over Phase 8-A	
Quantity	**Description**
	SAN Storage
68	146GB 15K Disk Drive Module
28	300GB 10K Disk Drive Module
1	Upgrade the PowerVault 136T PowerVault 136T Tape Library (Rackmount) - **3 drives**, LTO-3, 400/800GB, RMC, Native Fibre, Tape Media for LTO3, 400/800GB 15 Pack, FC cable, 18 Slot Column, 12 Slot Mailbox

Phase Mega–A addresses combined functionality of Phase 0-B, Phase 1C (Palm), Phase 2 (Slap), Phase 3 (Enhanced tenprint Search), Phase 5 (Enhanced Latent Matching) and Phase 6 (MID). For design sizing and details please refer to the CONTRACTOR Response Section 1 Overall Solution.
Following table indicates additional storage; matching resources needed for Phase Mega-A over Phase 0-B (Baseline)

PHASE MEGA-A Additional HW over Phase 0-B	
Quantity	**Description**
	SMS & Matchers
1	Dell PowerEdge 6850 (Rackmount), Dual Core, Dual Xeon processor, 16GB RAM, 146GB x 5 HDD in RAID-5 with Hot spare, Dual Power Supply
5	Emulex FC Interface
5	Rails For FMP
5	FMP7 Model - 3
1	42 U rack
	SAN Storage
81	146GB 15K Disk Drive Module
37	300GB 10K Disk Drive Module
1	Upgrade the PowerVault 136T, DAS tape library by adding one more drive PowerVault 136T Tape Library (Rackmount) - **3 drives**, LTO-3, 400/800GB, RMC, Native Fibre, Tape Media for LTO3, 400/800GB 15 Pack, FC cable, 18 Slot Column, 12 Slot Mailbox
0	Reuse the PowerVault 132T, DAS tape library for AFIS RM/SC Backup instead of PowerVault 124T

PHASE MEGA-A Additional HW over Phase 0-B	
Quantity	**Description**
	MID Store & Forward Server
1	PowerEdge2950 (Rackmount) - Windows Server Dual Core, Dual Xeon processor, 4GB RAM, 146GB x 4 HDD in RAID-5 with Hot spare, Redundant Power Supply
	MID Devices
60	Crossmatch MV100 – Handheld Device

Phase Mega–B addresses combined functionality of Phase 0-B, Phase 1C (Palm), Phase 2 (Slap), Phase 3 (Enhanced tenprint Search), Phase 5 (Enhanced Latent Matching).
For design sizing and details please refer to the CONTRACTOR Response Section 1 Overall Solution.
Mega –B does not include MID.
Following table indicates additional storage; matching resources needed for Phase Mega-B over Phase 0-B (Baseline)

PHASE MEGA-B Additional HW over Phase 0-B	
Quantity	**Description**
	SMS & Matchers
1	Dell PowerEdge 6850 (Rackmount), Dual Core, Dual Xeon processor, 16GB RAM, 146GB x 5 HDD in RAID-5 with Hot spare, Dual Power Supply
5	Emulex FC Interface
5	Rails For FMP
5	FMP7 Model - 3
1	42 U rack
	SAN Storage
81	146GB 15K Disk Drive Module
37	300GB 10K Disk Drive Module
1	Upgrade the PowerVault 136T, DAS tape library by adding one more drive PowerVault 136T Tape Library (Rackmount) - **3 drives**, LTO-3, 400/800GB, RMC, Native Fibre, Tape Media for LTO3, 400/800GB 15 Pack, FC cable, 18 Slot Column, 12 Slot Mailbox
0	Reuse the PowerVault 132T, DAS tape library for AFIS RM/SC Backup instead of PowerVault 124T

Exhibit C
Approved Software

As of the effective date of this contract Phases 0A, 0B, I, II, III, and V have been purchased and were accepted by the State on February 1, 2009. Payment was made under Purchase Order #084N7202228. Phases IV, VI, VII, and VIII have not been purchased yet.

This was the approved software that was includes in the initial contract #**071B7200080**. This table does not necessarily reflect what was actually agreed to and installed. For current list of equipment please see **Appendix E (Maintenance Equipment and Software List)**.

PHASE 0-A (Expansion Of Current System)	
Quantity	**Description**
	Print Server
1	AWARE Accuprint Server
1	AWARE NISTPack For Workstation
1	Print Server Application (NEC)
	Card Scanner Station & Scanner Subsystem
2	Mentalix FedSubmit Application

Following Table indicates the Phase 0-B replacement system Software.

PHASE 0-B (Replacement Of Current System)	
Quantity	**Description**
	RM/SC
1	RedHat Enterprise Linux AS 4.0
30	Oracle 10g Database Standard Edition – Named User Licensing ASFU license
30	BEA-Tuxedo Run-time Concurrent User License (V8.1)
1	NetVault Backup Software
1	SC-CORE SW package (NEC)
1	IIC-CORE SW package (NEC)
	SMS
3	RedHat Enterprise Linux AS 4.0
3	SMS–CORE SW Package (NEC)
	Web Server - Clustered
1	Windows 2003 Server Enterprise Edition (total 35 CAL)
	IPC
4	Windows 2003 Server Standard Edition (total 5 CAL)
4	AWARE WSQ
4	IPC–CORE SW Package (NEC)
	GTC - Clustered
2	Windows 2003 Server Enterprise Edition (total 35 CAL)
2	RedHat Enterprise Linux AS 4.0
35	Oracle 10g Database Standard Edition – Named User Licensing ASFU license

PHASE 0-B (Replacement Of Current System)	
Quantity	**Description**
35	Oracle Database Standard Edition RAC Option – Named User Licensing ASFU license
4	NEC ExpressCluster
2	AWARE NIST Pack Server License
4	GTC- Core Module (NEC)
4	GTC-Integrated Queue Manager (NEC)
4	GTC-Matching Resource Allocation Module (NEC)
4	GTC-Enhanced Workstation Controller (NEC)
4	GTC-Job Control Module (NEC)
4	GTC-Automatic Table Update Controller (NEC)
	DAS (NIST Archive) - Clustered
2	Windows 2003 Server Enterprise Edition (total 35 CAL)
2	Microsoft® SQL Server™ 2005 Standard (1 Socket),OEM,NFI
1	EMC Networker
2	AWARE NIST Pack Server License
1	DAS Archive Module (NEC)
	SAN Storage
1	NaviSphere Manager Enterprise (8+ HOSTS) for CX3-40
3	EMC PowerPath ENT For Linux (per Server Lic)
6	EMC PowerPath For ENT Windows (per Server Lic)
	IMARS – Reports Repository
1	Windows 2003 Server Standard Edition (With 25 CAL)
1	IMARS Core Software 03 (NEC)
1	IMARS System Monitor Component (NEC)
1	IMARS Report Generation Package (NEC)
12	IMARS Server Support License Upgrade (NEC)
35	IMARS Client Support License Upgrade (NEC)
	Workstation – Verify [GWS-V]
5	Windows XP Professional with SP2
5	Aware NISTPack for workstation
5	Aware WSQ Plugin – DAS Browse
5	Aware AccuPrint Plugin – DAS print
5	GWS-V SW License (NEC)
	Workstation – Latent [GWS-L]
17	Windows XP Professional with SP2
17	Aware NISTPack for workstation
17	Aware WSQ Plugin – DAS Browse
17	Aware AccuPrint Plugin – DAS print
17	GWS-L SW License (NEC)
	Workstation - Tenprint and Latent [GWS-TL]
4	Windows XP Professional with SP2
4	Aware NISTPack for workstation

PHASE 0-B (Replacement Of Current System)	
Quantity	**Description**
4	Aware WSQ Plugin – DAS Browse
4	Aware AccuPrint Plugin – DAS print
4	GWS-TL SW License (NEC)
	Workstation - Tenprint and NSW (GWS-TN)
2	Windows XP Professional with SP2
2	Aware NISTPack for workstation
2	Aware WSQ Plugin – DAS Browse
2	Aware AccuPrint Plugin – DAS print
2	GWS-T SW License (NEC)
2	NSW SW License (NEC)
2	Mentalix Runtime API

Incremental option on Phase 0-B to accommodate 7 million for AFIS and 10 million for archive and 2 million transactions per year
Following table indicates the additional software necessary on Phase 0-B to achieve the expansion

Incremental Expansion - Additional SW over Phase 0-B	
Quantity	**Description**
	SMS & Matchers
1	RedHat Enterprise Linux AS 4.0
1	SMS–CORE SW Package (NEC)
	IMARS
1	IMARS Server Support License Upgrade (NEC)

Phase-1 will address the Palm Addition
The Phase -1 is divided into three sub phases (Phase 1A, Phase 1B and Phase 1C) depending on the three different scenarios for palm database design. The Sub phases are derived to offer incremental price and storage estimations for MSP's convenience.
For Palm design size please refer to the CONTRACTOR response Section -1 Overall Solution.

PHASE 1-A (Palm) - Additional SW over Phase 0-B	
Quantity	**Description**
	None

PHASE 1-B (Palm) - Additional SW over Phase 1-A	
Quantity	**Description**
	None

PHASE 1-C (Palm) - Additional SW over Phase 1-B	
Quantity	**Description**
	None

Cumulative Phase 1A, 1B and 1C

PHASE 1A+1B+1C (Palm) - Additional SW over Phase 0-B	
Quantity	**Description**
	None

Phase-2 will address the SLAP Addition
For SLAP design size please refer to the CONTRACTOR response Section -1 Overall Solution

PHASE 2 (Slap) - Additional SW over Phase 0-B	
Quantity	**Description**
	None

Phase-3 will address the Enhanced Tenprint matching
For Enhanced Tenprint matching design size please refer to the CONTRACTOR response Section -1 Overall Solution
Phase 3 adds the matching resources over the Phase 0-B.

PHASE 3 (Enhanced Tenprint) - Additional SW over Phase 0-B	
Quantity	**Description**
	SMS & Matchers
1	RedHat Enterprise Linux AS 4.0
1	SMS–CORE SW Package (NEC)
	IMARS
1	IMARS Server Support License Upgrade (NEC)

Phase-4 will address the Event AFIS
For Event AFIS design size please refer to the CONTRACTOR response Section -1 Overall Solution

PHASE 4 (Event AFIS) - Additional SW over Phase 0-B	
Quantity	**Description**
	SMS & Matchers
1	RedHat Enterprise Linux AS 4.0
1	SMS–CORE SW Package (NEC)
	IMARS
1	IMARS Server Support License Upgrade (NEC)

Phase-5 will address the Enhanced Latent Matching
For Enhanced Latent Matching design size please refer to the CONTRACTOR response Section -1 Overall Solution

PHASE 5 (Enhanced Latent Matching) - Additional SW over Phase 0-B	
Quantity	**Description**
	SMS & Matchers
1	RedHat Enterprise Linux AS 4.0
1	SMS–CORE SW Package (NEC)
	IMARS
1	IMARS Server Support License Upgrade (NEC)

Phase-6 will address the Mobile Identification
For Mobile identification design size please refer to the CONTRACTOR response Section -1 Overall Solution

PHASE 6 (MID) - Additional SW over Phase 0-B	
Quantity	**Description**
	SMS & Matchers
1	RedHat Enterprise Linux AS 4.0
1	SMS–CORE SW Package (NEC)

PHASE 6 (MID) - Additional SW over Phase 0-B	
Quantity	**Description**
	IMARS
1	IMARS Server Support License Upgrade (NEC)
	MID Store & Forward Server
1	Windows 2003 Server Enterprise Edition (With 25 CAL)
1	CDI-LS-SF25-SW CDI Livescan Store and forward Server SW

Phase-7 will address the IIC and Archive Integration
For IIC and Archive Integration design size please refer to the CONTRACTOR response Section -1 Overall Solution

PHASE 7 (IIC & Archive Integration) - Reduction in SW over Phase 0-B	
Quantity	**Description**
(-1)	IIC-CORE SW package (NEC) – Reduction

Phase 8 addresses the Disaster Recovery (DR) system
NEC is offering three DR configurations based on the database sizing. Configurations are listed as 8A, 8B and 8C.
The each of the DR options includes the incremental expansion on the palm storage indicated in the production system Phase 1A, 1B and 1C.
DR system is standalone system at the Disaster recovery site
Phase 8-A addresses the baseline Standalone DR system

PHASE 8-A (Disaster Recovery System) – SW List	
Quantity	**Description**
	RM/SC
1	RedHat Enterprise Linux AS 4.0
30	Oracle 10g Database Standard Edition – Named User Licensing ASFU license
30	BEA-Tuxedo Run-time Concurrent User License (V8.1)
1	NetVault Backup Software
	SMS
2	RedHat Enterprise Linux AS 4.0
	Web Server - Clustered
1	Windows 2003 Server Enterprise Edition (total 35 CAL)
	IPC
2	Windows 2003 Server Standard Edition (total 5 CAL)
2	AWARE WSQ
	GTC
1	Windows 2003 Server Enterprise Edition (total 35 CAL)
35	Oracle 10g Database Standard Edition – Named User Licensing ASFU license
1	AWARE NIST Pack Server License
	DAS (NIST Archive) - Clustered

PHASE 8-A (Disaster Recovery System) – SW List	
Quantity	**Description**
2	Windows 2003 Server Enterprise Edition (total 35 CAL)
2	Microsoft® SQL Server™ 2005 Standard (1 Socket),OEM,NFI
1	EMC Networker
2	AWARE NIST Pack Server License
	DR site SAN Storage
1	NaviSphere Manager Enterprise (8+ HOSTS) for CX3-40
1	EMC PowerPath ENT For Linux (per Server Lic)
4	EMC PowerPath For ENT Windows (per Server Lic)
1	EMC-SnapView License
1	EMC-MirrorView License
	Production site SAN Storage
1	EMC-SnapView License
1	EMC-MirrorView License
	IMARS – Reports Repository
1	Windows 2003 Server Standard Edition (With 25 CAL)
	Print Server
1	AWARE Accuprint Server
1	AWARE NISTPack For Workstation
	Card Scanner Station & Scanner Subsystem
1	Mentalix FedSubmit Application
	Workstation – Verify [GWS-V]
3	Windows XP Professional with SP2
3	Aware NISTPack for workstation
3	Aware WSQ Plugin
3	Aware AccuPrint Plugin
	Workstation – Latent [GWS-L] – All Remotes will connect to DR system in DR situation
	None
	Workstation - Tenprint and Latent [GWS-TL]
1	Windows XP Professional with SP2
1	Aware NISTPack for workstation
1	Aware WSQ Plugin
1	Aware AccuPrint Plugin
	Workstation - Tenprint and NSW (GWS-TN)
1	Windows XP Professional with SP2
1	Aware NISTPack for workstation
1	Aware WSQ Plugin

PHASE 8-A (Disaster Recovery System) – SW List	
Quantity	**Description**
1	Aware AccuPrint Plugin
1	Mentalix Runtime API

Phase 8-B addresses necessary storage expansion and matcher expansion over phase 8-A to accommodated increased palm database size

PHASE 8-B (DR) - Additional SW over Phase 8-A	
Quantity	**Description**
	None

Phase 8-C addresses necessary storage expansion and matcher expansion over phase 8-B to accommodated increased palm database size

PHASE 8-C (DR) - Additional SW over Phase 8-B	
Quantity	**Description**
	None

Cumulative Phase 8B and 8C

PHASE 8B+8C (DR) - Additional SW over Phase 8-A	
Quantity	**Description**
	None

Phase Mega–A addresses combined functionality of Phase 0-B, Phase 1C (Palm), Phase 2 (Slap), Phase 3 (Enhanced tenprint Search), Phase 5 (Enhanced Latent Matching) and Phase 6 (MID). For design sizing and details please refer to the CONTRACTOR Response Section 1 Overall Solution.

PHASE MEGA-A Additional SW over Phase 0-B	
Quantity	**Description**
	SMS & Matchers
1	RedHat Enterprise Linux AS 4.0
1	SMS SW Package (NEC)
	IMARS
1	IMARS Server Support License Upgrade (NEC)
	MID Store & Forward Server
1	Windows 2003 Server Enterprise Edition (With 25 CAL)
1	CDI-LS-SF25-SW CDI Livescan Store and forward Server SW

Phase Mega–B addresses combined functionality of Phase 0-B, Phase 1C (Palm), Phase 2 (Slap), Phase 3 (Enhanced tenprint Search), Phase 5 (Enhanced Latent Matching).
For design sizing and details please refer to the CONTRACTOR Response Section 1 Overall Solution.
Mega –B does not include MID.

PHASE MEGA-B Additional SW over Phase 0-B	
Quantity	**Description**
	SMS & Matchers
1	RedHat Enterprise Linux AS 4.0
1	SMS SW Package (NEC)
	IMARS
1	IMARS Server Support License Upgrade (NEC)

Exhibit D

Binding Commitments

The following NEC representatives shall have the authority to make binding commitments on Contractor's behalf within the bound set forth in Section 2, Article 2, Terms & Conditions. Contractor shall provide the State with written notice if there is a change in representatives.

- Barry Fisher, Vice President, key official authorized to negotiate a contract and contractually obligate the organization for this proposal.
  NEC Corporation of America
  Identification Solutions Division
  10850 Gold Center Drive, Suite 200
  Rancho Cordova, CA 96570
  Telephone: (916) 463-7000
  Direct Line: (916) 463-7007
  Facsimile: (916) 463-7041
  Email: barry.fisher@necam.com
- Mr. Chuck Thomas, Client Solutions Manager, primary responsible NEC representative, and the official key contact for questions and/or clarification for the State of Michigan
  NEC Corporation of America
  10850 Gold Center Drive, Suite #200
  Rancho Cordova, CA 95670
  Telephone: (916) 463-7000
  Facsimile: (916) 463-7041
  Mobile: (630) 319-3477
  Email: chuck.thomas@necam.com
- Mr. Greg Uher, Engineering Support Manager, primary NEC representative responsible for daily MSP AFIS Project Management.
  NEC Corporation of America
  Identification Solutions Division
  10850 Gold Center Drive, Suite #200
  Rancho Cordova, CA 95670
  Telephone: (916) 463-7000
  Facsimile: (916) 463-7041
  Mobile: (513) 218-1680
  Email: greg.uher@necam.com

Article 1, Appendix A

The product/system/application (system) must provide the **mandatory** requirements listed below. Contractor must complete columns two and three, stating whether the requirement is met (yes/no) and providing information in the comments section to explain and clarify the response.

TECHNICAL REQUIREMENTS	YES/NO	COMMENTS
1. System Architecture		
a. The system employs client/server architecture with an intelligent workstation client accessing a central database through software on a server.	**YES**	
b. The system places no limit on record size.	**YES**	
c. The software is expandable and portable, with specific reference to the system capacity requirements presented in this CONTRACT.	**YES**	
d. The system is fully self-contained and capable of being operated by State staff with no dependency on Vendor services for its routine operation.	**YES**	
e. The system server is compatible with the State's technical architecture and is sized suitable for the system specified.	**YES**	
f. The system is an open system, with no dependency on the use of specific models or models of equipment operating systems.	**NO**	Vendor takes exception to this requirement. AFIS is a specialized application required to provide high performance and accuracy level. The proposed system is built to meet or exceed the State's stringent requirements in the most cost effective manner. This is achieved by close integration with the operating system and database platforms.
g. The system is portable from one OS/RDBMS to another, i.e., from Unix to Windows 2000, or from one platform/OS to another, e.g., Sun Solaris to IBM AIX, etc.	**NO**	Vendor takes exception to this requirement. AFIS is a specialized application required to provide high performance and accuracy level. The proposed system is built to meet or exceed the State's stringent requirements in the most cost effective manner. This is achieved by close integration with the operating system and database platforms.
h. The system keeps a log of each transaction which alters the database. Logs are date and time stamped to allow the system to reconstruct activity for any period.	**YES**	
2. Software Licensing		
a. The software license is for perpetual use for a fixed fee without additional royalties or service fees, except for ongoing software maintenance.	**YES**	
3. Hardware		
a. All equipment supplied and/or supported under this contract must be configured in the most optimal manner and in conformance with MDIT standards.	**YES**	
b. Vendor's recommended hardware platform/topology provides for optimal functioning in the following areas: i. Communication line speed for distributed entry functions and major online processes of departments and offices located in various areas of the State.	**YES**	
ii. Processing the volumes presented and any increases in volume that can be expected through the implementation of the proposed system.	**YES**	

iii. Remote access and administration	**YES**	
iv. Application installation, administration and support	**YES**	
v. Support for a variety of TCP/IP network configurations	**YES**	
4. RDBMS / Applications / Database Management		
a. The system is available with State's standard relational database management system	**YES**	
5. Security		
a. All computer information systems and applications operate in a secure manner and comply with State and federal security standards and regulations including the DIT 1350 **Enterprise Security Policy** and the 1410.7 **Michigan State Government Network Security Policy** as found on the website: http://www.michigan.gov/dit/0,1607,7-139-30639_30655---,00.html	**YES**	
b. The system must ensure that the integrity and confidentiality of data is protected by safeguards to prevent release of information without proper consent.	**YES**	
6. Security / Access Control		
a. The system provides security at database, workstation, and individual operator levels.	**YES**	
b. The system provides secure access control based upon unique user login, for types of record (e.g., fund, order) as well as by function performed upon the record (e.g., Display, Add, Edit, Delete.)	**YES**	
c. The system checks each user's access privileges at login, and automatically disable or enables client functions (in real time) based upon the user's profile	**YES**	
d. The system provides varying levels of access within the application, such as administrators, view only, or scheduling only.	**YES**	
7.Security/Password Controls		
a. The system provides an enforced minimum length for passwords.	**YES**	
b. The system provides an enforced requirement for user passwords to be automatically prompted for change after a defined period has passed, such as 30, 60 or 90 days.	**YES**	
c. The system provides users with the capability to change their own passwords.	**YES**	
d. The system disables user ID's after a specified number (3) of consecutive invalid login attempts.	**YES**	
e. The system enters passwords in a non-display field.	**YES**	
f. The system encrypts passwords when they are routed over the network.	**YES**	
g. The system encrypts passwords in system storage.	**YES**	
8. Security/Activity Logging		
a. The system logs unauthorized access attempts by date, time, user ID, device and location.	**YES**	
b. The system maintains an audit trail of all security maintenance performed by date, time, user ID, device and location, with easy access to information.	**YES**	

c. Provides security reports of users and access levels.	**YES**	
d. Provides detailed reports of backups completed and backups failed.	**YES**	
9. Software Package Specifications		
a. The software uses an industry standard relational database management system	**YES**	
b. The software will operate effectively on State hardware as defined by Vendor with Vendor supplied upgrade recommendations	**YES**	
c. The software operates in a recognized industry standard operating environment.	**YES**	
d. The software allows the State, from PC workstations, to access and update all necessary information to complete a transaction.	**YES**	
e. The software allows for the accurate and timely input and extraction of State data.	**YES**	
f. The software allows for processing of all identified State business.	**YES**	
g. The software provides identified data reporting capabilities.	**YES**	
h. The software provides a Graphical User Interface (GUI) that is user-friendly and provides data, calculation, reporting, and communication capabilities to State users.	**YES**	
i. The system is modular in design to accommodate phased implementation and future expansion.	**YES**	
j. The modularity allows the capabilities of the core systems to function without the entire system complement.	**YES**	
k. Additional modules may be integrated into the system without a major impact to the installed components.	**YES**	
l. All modules of the system are integrated and designed to work together using a single input and a common database with no redundant data entry or data storage.	**YES**	
m. The system has the ability to accept and output transactions in standard electronic data interchange (EDI) formats.	**YES**	
n. The software provides the capability of transferring data to and from the host/server to the client for processing on other software packages.	**YES**	
o. The system provides the capability to access scanned images that are attached to various elements of the database.	**YES**	
10. Reporting		
a. The software delivers standard reports.	**YES**	
b. The system includes ad-hoc query and reporting tools.	**YES**	
c. The standard (e.g., regularly scheduled, recurring) reporting environment allows:		
i. Standard reports to be scheduled, executed, viewed on-line, printed (centrally or remotely) and dispersed (including the use of report distribution management software)	**YES**	
d. The system provides i. Methods for retaining and modifying	**YES**	

previously built queries		
ii. Security and control mechanisms that limit the abuse of ad hoc queries (e.g., attempted access to restricted data, attempted execution of a query that would run for several hours, etc.)	**YES**	
iii. The use of transaction databases, external files, or a "data warehouse" for ad-hoc reporting	**YES**	
11. Audit Trail		
a. The system enables the user to modify data entry transactions that have already been posted to the database while maintaining an audit trail of the change.	**YES**	
b. The system's internal control functionality ensures that the data entry and processing associated with a business event has been completed before updating the database.	**YES**	
12. Edit and Validation Control		
a. The system include field edits as defined by State to prevent incomplete or incorrect data from entering the system	**YES**	
b. The system ensures data integrity and controls processing without hard-coded logic	**YES**	
13. Environment		
a. For any activities not performed on State sites or facilities, the Vendor will provide effective physical security measures for all proposed equipment sites, all processing and operations areas (including the mailroom), and secured storage areas through a card key or other comparable system. At a minimum, the Vendor will:	**NO**	Vendor takes exception to this requirement. Physical security measures that prevent unauthorized physical access to computer room and equipment are normally the responsibility of the State.
i. restrict perimeter access to equipment sites, State-specified processing and storage areas, and storage areas through a card key or other comparable system,	**NO**	Vendor takes exception to this requirement. Physical security measures that prevent unauthorized physical access to computer room and equipment are normally the responsibility of the State.
ii. Provide accountability control to record access attempts, including attempts of unauthorized access.	**NO**	Vendor takes exception to this requirement. Physical security measures that prevent unauthorized physical access to computer room and equipment are normally the responsibility of the State.
b. Physical security shall include additional features designed to safeguard site(s) through required provision of fire retardant capabilities, as well as other electrical alarms, monitored by security personnel on a twenty-four (24) hours a day, seven (7) days a week basis.	**NO**	Vendor takes exception to this requirement. Physical security measures that prevent unauthorized physical access to computer room and equipment are normally the responsibility of the State.
c. Maintain a current annual security rating as audited by an independent third party auditing firm that certifies that they meet federal and State guidelines for the handling of confidential data.	**YES**	Vendor complies with the requirement as far as the data security in terms of authorized access with through user authentication and encryption of data for data transmission across network.
14. Back-up and Archival		
a. The back-up and archival features of the systems proposed can be initiated automatically or manually.	**YES**	
15. Interfaces		
a. The system has the ability to exchange data with other systems using the following mechanisms: online	**YES**	

application to application, web services interface, FTP and SFTP, to and from magnetic media and using warehouse utilities to the State's data warehouse.		
b. The system must provide real-time data transfer of identified data.	**YES**	
c. The system must send all operational data and reference tables to the data warehouse. Data should be loaded on a predefined timetable.	**YES**	

Article 1, Appendix B

The product/system/application (system) must provide the **mandatory** requirements listed below. Contractor must complete columns two and three, stating whether the requirement is met (yes/no) and providing information in the comments section to explain and clarify the response.

GENERAL SYSTEM REQUIREMENTS	YES/NO	COMMENTS
1. Capacity		
a. The system should be able to support 1.5x the peak number of concurrent AFIS terminal users in the current system in order to provide sufficient capacity for growth. Current requirement lists 100 users; the standard would be 150 users.	**YES**	
2. System Auditing		
a. The system has the ability to maintain a historical record of all changes made to any item within the system (e.g., data element, business rule, process control, software program), the ID of the person or process that made the change, the before images of the affected data records, and the date and time the change was made.	**YES**	
b. The system must ensure that all system events for software, hardware, interfaces, operating system, network, etc. are written to a system event log in a manner that facilitates debugging of all system problems.	**YES**	
c. The system offers the ability to query, view, filter, and sort the system audit trail. The system is able to store the queries.	**YES**	
d. The system has the ability to identify and track data back to its input source (e.g., imaged document, keyed from form, interface file, etc.).	**YES**	
e. The system has the ability to audit all override of edits and audits and identify the login ID, date, and time.	**YES**	
3. Error Handling		
a. The system must ensure that all errors are written to an error log.	**YES**	
b. The system must allow for an administrator to view, filter, sort, and search the error log.	**YES**	
c. The system must allow for an administrator to archive error log entries based upon user-defined criteria.	**YES**	
d. The system must allow for a user to define an alert message to be executed upon the occurrence of an error.	**YES**	
4. Training		
a. Training is provided as part of the cost of the system, to include:		
i. User training	**YES**	
ii. Technical training for State individuals who will be working with the services vendor to configure the applications including establishing databases and interfaces, data conversion, customization, and upgrading the customized software.	**YES**	
iii. System administration training for State personnel who will be responsible for ongoing maintenance and administration of the system, including security.	**YES**	
b. Upgrades and new versions to the system that affect end-user functionality include training at no additional cost (e.g. classroom or online training, training flier, release features, etc.).	**YES**	
c. Training is provided in a variety of formats for product installation, use, and administration for a variety of levels (e.g. basic, advanced, refresher, etc.).	**YES**	
d. All training manuals, training plans and other documentation provided become the property of the State.	**YES**	
5.Knowledge Transfer		
a. Mentoring and training of State staff is provided in preparation for	**YES**	

GENERAL SYSTEM REQUIREMENTS	YES/NO	COMMENTS
transitioning the operation and support to the State of Michigan staff.		
6.Documentation		
a. A minimum of two (2) copies of the following documentation in an electronic format (Microsoft Word ability for State to maintain after acceptance), online and in hard copy will be provided:	**YES**	
i. User Manuals	**YES**	
ii. Technical Manuals	**YES**	
iii. Data Element Dictionary	**YES**	
iv. Operations Manual	**YES**	
v. All updates of documentation during the term of the Contract, software license, and maintenance agreement	**YES**	
b. The following documentation is provided for all modules and program development:	**YES**	
i. System-wide documentation and specifications	**YES**	
ii. Baseline End-User training manuals to be used as a basis for "User Manuals" and online help	**YES**	
iii. Installation procedure	**YES**	
iv. Module configuration documents sufficient for configuration maintenance purposes	**YES**	
v. Testing scripts	**YES**	
vi. Specification documentation	**YES**	
vii. Production migration	**YES**	
c. The documentation of components, features, and use of the hardware/software shall be detailed such that resolution of most problems can be determined from the documentation, and most questions can be answered.	**YES**	
d. All system, operational, user, change, and issue documentation must be available in electronic format, updated regularly, with unique numerical identifiers for each section and be consistent with the most current version of the application(s) and three (3) previous versions.	**YES**	
e. All system, operations, user, change and issue documentation is to be organized in a format, which is approved by the State and facilitates updating and allows for revisions to the documentation to be clearly identified including the three (3) previous versions.	**YES**	
f. The Vendor must develop and submit for State approval complete, accurate, and timely system, operations, and user documentation.	**YES**	
g. The Vendor must notify the State of any discrepancies or errors outlined in the system, operations, and user documentation.	**YES**	
7. Warranties		
a. All configurations are covered by the manufacturer's standard warranty.	**YES**	
b. Warranty commences on the date products are accepted by the State.	**YES**	
c. All applicable third party warranties for deliverables are assigned to the State.	**YES**	
d. Any upgrades of the software made during the warranty period are supplied at no additional cost.	**YES**	
8. Maintenance and Support		
a. Maintenance programs commence at the end of the warranty period.	**YES**	
b. All maintenance is performed by qualified personnel familiar with the equipment.	**YES**	
c. Remote diagnostic capabilities are provided	**YES**	
d. Maintenance is available on an annually renewable contract	**YES**	
e. The software maintenance program includes all future software updates and system enhancements applicable to system modules licensed without further charge to all licensed users maintaining an annually renewable	**YES**	

GENERAL SYSTEM REQUIREMENTS	YES/NO	COMMENTS
software support contract.		
f. Help desk support is available 24 x 7 x 365, with escalation as necessary to senior technical/engineering staff, and then to higher management and/or senior management.	**YES**	
g. Maintenance service options are provided including 24 x 7 x 365 service, onsite service, 2- (emergency), 4-, and 8-hour and next day response times.	**YES**	
h. Calls for service will be returned within 2 hours.	**YES**	
i. Guaranteed parts availability within the service response window at all times.	**YES**	
j. Emergency assistance is available 24 hours a day, seven days a week, at no additional cost to the State.	**YES**	
k. The State will be provided with information on software problems encountered at other locations, along with the solution to those problems, when such information is relevant to State software.	**YES**	
l. Support is provided for superseded releases and back releases still in use by the State.	**YES**	
m. For the first year and all subsequent Contract years, the following services are provided for the current version and one previous version of any Software provided with the deliverables, commencing upon installation of the deliverables or delivery of the Software:	**YES**	
i. Error Correction. Upon notice by State of a problem with the Software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem.	**YES**	
ii. Material Defects. The State will be notified of any material errors or defects in the deliverables known, or made known to Vendor from any source during the Contract term that could cause the production of inaccurate, or otherwise materially incorrect, results and shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects	**YES**	
iii. Updates. All new releases and bug fixes (collectively referred to as “Changes”) for any software deliverable developed or published by Vendor and made generally available to its other customers at no additional charge will be provided to the State at no additional charge.	**YES**	
9. Migration		
a. Data, and related information, has a migration path to future revisions of the hardware and software and there is a guaranteed and reasonably straightforward "exit path" to systems of other vendors.	**YES**	
b. Data will migrate smoothly to any future revision of the software and hardware (“smoothly” would be defined as having the system administrator follow Vendor supplied written instructions to run a Vendor-supplied program or programs in batch mode to convert data, or any process that is simpler or more automatic than this).	**YES**	
10.Delivery Requirements		
a. For all orders placed by the State during the term of this Contract, delivery will be made within ten (10) business days of order. (Elapsed delivery time will be measured from the time an order is accepted, either verbally or in writing by the Vendor, to the time product is delivered to the site identified in the purchase order.)	**NO**	Vendor takes exception to this requirement. Purchase orders for functionality customarily require confirmation of details and a document may be required for establishing the specifications which the State will sign off. Delivery of such orders

GENERAL SYSTEM REQUIREMENTS	YES/NO	COMMENTS
		in ten business days is unrealistic. Depending on the complexities of the required functionality, the delivery lead times can be from one month to six months.
b. The deliverables shall be shipped F.O.B. Destination, freight prepaid and allowed, directly to each entity, unless otherwise requested, and to the exact locations shall be specified in the purchase order.	**YES**	
c. If, during the term of the Agreement, the Vendor enters into a contract with any other customer for substantially the same quantity, equipment, software and services, terms and conditions for a lower cost, the Vendor will offer the same decrease in rated to the State	**YES**	
11. Backup and Recovery		
a. The system has the ability to provide point-intime recovery of data to the last completed transaction.	**YES**	
b. The system has the ability to allow for continued use of the system during backup.	**YES**	
c. The system has the ability to provide a complete backup and recovery process for all database tables and system files.	**YES**	
d. The system has the ability to create on request backups.	**YES**	
e. The back up and archival features of the system proposed can be initiated automatically or by manual request.	**YES**	
f. The system software and data must be able to be restored to its previous operational status within forty-eight (48) hours after initiation of recovery process.	**YES**	

Article 1, Appendix C

The product/system/application (system) must provide the **mandatory** requirements listed below. Contractor must complete column two using the requirements matrix codes below, and provide information in the comments section, column three, to explain and clarify the response.

FUNCTIONAL REQUIREMENTS MATRIX CODES		
Contractor Response Code	**Description**	**Explanation Required**
S - Standard Functionality	No modification or customization required. The proposed system fully satisfies the requirement as stated, with or without configuration.	If this requirement requires configuration other than through a GUI, the Contractor **must** explain how the 'configuration' will be done, e.g., write code, etc.
E – Extension Needed	Extensions to existing code base are necessary to meet this requirement – sometimes referred to as 'plug-ins'.	The Contractor **must** explain the extensions.
A - Additional COTS Required	The proposed system cannot meet the requirement without the addition of another COTS package.	The Contractor **must** identify the software, producing company, release/version, functionality, and cost (if know), and how this additional COTS package would enable the project to meet the requirement.
F – Future Release	The current version of the proposed system **cannot** meet the requirement, but it can be met by a planned future release of the proposed system.	The Contractor **must** explain how the requirement will be satisfied by the system and **when** the release will be available.
C - Custom Development	The proposed system **cannot** provide the additional feature and functionality without custom design and modification of the base code, rendering upgrades difficult or impossible.	The Contractor **must** explain the feature and the level of effort required to design/develop the feature.
U – Unavailable	The proposed system **cannot** satisfy the requirement.	The Contractor **must** explain why the requirement cannot be satisfied.

Requirements

FUNCTIONAL REQUIREMENTS	CODE	COMMENTS
A. General System		
1. The system provides auditing of all transactions including the user ID, the date and time, and the computer from which the data was accessed or modified.	**S**	
2. The system ensures that confidential information is protected, both when stored and as it transits the network.	**S**	
3. The system enables efficient licensee management and controls to reduce the manual effort required.	**S**	
4. System must have Auto Classification of fingerprint patterns.	**S**	
5. System must maintain the current Automated Workflow.	**S**	
6. The system must maintain the current automated rolled-print substitution.	**S**	
7. The system must finger sequence check software.	**S**	
8. The system must request user to enter reason for manual purging and deleting.	**E**	Extension of GUI is required for addition of the dialog box for the user to enter the reason for purge and deleting.
9. Provides for the support of system interfaces and integration necessary to maintain and possibly expand the existing system requirements.	**S**	
10. System must maintain all existing interfaces.	**S**	
11. System must maintain or exceed existing automated	**S**	

workflow.		
12. System must maintain or exceed existing latent workflow.	**S**	
13. There must not be a limitation of the number of livescan devices that can be connected to the AFIS. Only the volume of transactions and storage as defined in the requirements are the limitations.	**S**	
14. The system contains on-line edits and warnings designed to identify and avoid data inconsistencies.	**S**	
15. The system provides automated flow in logical progression of data and windows to enhance worker orientation and familiarization of the system.	**S**	
16. The system highlights problem areas, such as processes or functions that are not functioning or queued due to throughput peaks, interface problems or operator delays.	**S**	
17. The system must have 1 to 1 and 1 to n search capability based on State Identification number(s) return from the Criminal History System (CHS).	**S**	
18. The system must have thresholds that are adjustable by the State AFIS Administrator on the 1 to 1 and 1 to n search that identify what are auto hit, auto no-hit and what require human verification or full AFIS search.	**S**	
19. The system must have thresholds that are adjustable by the State AFIS Administrator to determine ten-print auto hit, auto no-hit and requirement of human verification.	**S**	
20. The system must have thresholds that are adjustable by the State AFIS Administrator to determine what transactions require editing by an operator.	**S**	
21. The system must edit and verify TCN formats.	**S**	
22. The system will assign State Identification numbers (SID) when new ten-print transactions are identified that there are not existing ten-prints on AFIS.	**S**	
23. The system will store the new NIST records when CHS request it to do so as defined in the current AFIS/CHS interface.	**S**	
24. The system will forward ten-print transactions to the FBI IAFIS as requested by CHS as defined in the current AFIS/CHS interface.	**S**	
25. The system will perform a ten-print to latent (T/LI) search with all new ten-print transactions.	**S**	
26. The system will forward T/LI verifications to the lab that registered the latent.	**S**	
27. The system must have thresholds that are adjustable by the State AFIS Administrator to determine when T/LI may have possible hits and need to be forwarded to the lab.	**S**	
28. The system will have a utility that will allow the AFIS Administrator to modify ownership of latents. If a lab or terminal no longer exists registered latents will need the ownership to be modified.	**S**	
29. The system will clearly identify if any jobs are not being forwarded properly.	**S**	
30. The system must accept retention change at time name search response is returned (RTSID) from CHS, as it does today.	**S**	
31. The system must be able to accept data entry from CHS and this with the fingerprint images when card is	**S**	

scanned, as it does today.		
32. The system will ignore retention change at time of PACRD, last message from CHS in automated follow, as it does today.	**S**	
33. Livescan transactions are edited for name, race, sex, date of birth (DOB), TCN format, valid livescan ID, fingerprint quality and duplication of TCN. If any of these do not meet the requirements AFIS will reject the transaction with a message back to the livescan device.	**S**	
34. The livescan interface must be maintained, livescan Contractors and agencies can not be required to make any modifications to their system because of this upgrade.	**S**	
35. The livescan interface will return an accept message to the livescan for each accepted transaction and for every rejected transaction. This must be maintained as it is today so livescan Contractors and agencies do not need to make any changes because of this upgrade.	**S**	
36. The system will have a fingerprint card printer that can be used to print cards from automated workflow and the NIST Archive System. The print card specifications will meet the state's cards.	**S**	
37. Printers at central site defined for the NIST card print server must meet NIST requirements and approved by the FBI. These printers must be duplex printers.	**S**	
38. Remote prints at remote latent AFIS sites must be of as good quality or better than existing printers, if replace of these printers are needed.	**S**	
39. The system has a logical navigation order for each screen.	**S**	
40. The system supports data entry processes by a series of edits, which provide integrity, validation, and consistency of format throughout the system.	**S**	
41. The system provides the capability to confirm, as well as prompt the user when required that data have not been properly entered.	**S**	
42. The system has a user manuals and a full glossary of all terms and contents to assist users with any questions.	**S**	
43. The system allows full functional access by State AFIS ten-print employees 24-hours-a-day, 7- days-per-week basis, taking into consideration approved system maintenance windows and backup requirements.	**S**	
44. The system allows full functional access by AFIS latent operators 24-hours-a-day, 7-days-perweek basis. But the latent remote terminals will only be maintained for 8-hours-a-day, 5-daysper- week basis, taking into consideration approved system maintenance windows and backup requirements.	**S**	
45. The system is designed to eliminate data redundancy as much as possible and to prevent unnecessary movement through fields during data entry.	**S**	
46. The system will allow remote AFIS terminals to print from the NIST Archive System.	**S**	
47. The system must not allow more than one operator to update a record, edit or verify at the same time.	**S**	
48. System shall have transaction priority defined in the case the system throughput is met or exceeded. Under normal throughput conditions the transactions should be	**S**	

processed first in first out (FIFO). The priority settings can be modified by the AFIS Administrator. The following is the priority: c. Automated (livescan) criminal transactions. d. Latent searches. e. Automated (livescan) applicant transactions. f. Card scan criminal. g. Ten-print to latent searches. h. Card scan applicant.		
49. A user defined as a system administrator or given the required authorization in the system can expedited a job, forcing to be handled with priority.	**S**	
50. Transactions processing through automated flow will have the following is the minimum information logged to the job queue for operator viewing. This can be modified by user for user or administrator for system. a. TCN. b. SID assigned or identified by AFIS. c. Date/time received. d. Current status. (FE, SUBS, CCH Exec, archive, T/LI…) e. Date/time transaction status was last updated. (eg. Waiting RTSID to ECH). f. Operator that edited the transaction, if auto edited show AFIS. g. Date/time of edit. h. Operator that verified transaction, if auto verified show AFIS. i. Date/time verified. j. Date/time sent to FBI. k. Date/time receive response from FBI.	**S**	
51. Jobs information must be maintained on job queue screen for 7 days after DONE. Done is after FBI response is received.	**S**	
52. Information and images must be maintain or accessible for 30 days after DONE for T/LI verification.	**S**	
53. There shall be a T/LI report, that can be initiated automatically or manually that will show all T/LI verifications by site that are over 20 days old and not verified.	**S**	
54. The latent and ten-print databases and log files will be documented for on-site support and user report generation.	**S**	
55. The latent and ten-print databases must log and maintain the existing database fields. The following list is an example, a complete list will be provided at time of design. a. Date/time registered. b. Operator registered. c. Date/time data was updated. d. Operator updated data. e. Date/time image was updated. f. Operator updated image. g. Date/time minutia information was updated. h. Operator that caused the minutia to be updated. i. Sex. j. Race. k. Case number. l. Crime code. m. Finger(s). n. Minutia counts.	**S**	

o. RFI		
56. Operator can be AFIS in automated flow.	**S**	
57. The system must provide a batch purge for tenprint, latent and archive.	**S**	
58. Expand the storage and throughput capabilities of the existing Automated Fingerprint Identification System (AFIS).	**S**	
59. System shall meet the single-finger subtest true accept rate of 98% or higher.	**S**	
60. System shall meet the two-finger subtest had a true accept rate of 99% or higher.	**S**	
61. The expansion phase shall maintain all existing functionality, flow and interface requirement of the existing system.	**S**	
62. All records in the existing databases shall be maintained.	**S**	
63. The only search change to the expansion Phase 0 shall be the removal of sex from the automated search criteria.	**S**	
64. The Contractor shall be required to deliver card print server system to print fingerprint cards from the Archive system and active jobs from the automated flow process. The format of these cards shall be designed with the Contractor after the contract is awarded.	**S**	
65. No functionality shall be lost during this project.	**S**	
66. System administration shall be available both at central site and ten-print operations site.	**S**	
67. If hardware is replaced that communicates with the field, IP addresses associated with the operation move to the new system and no communications interface shall be aware that a switchover has occurred except that the current session will be terminated and will need to be reestablished.	**S**	
B. Staff/Workload Management		
1. The system defines authorization of users to certain functions, screens, fields, and data. This defaults to a user group authorization but is customizable for individual users, the latter taking precedence.	**S**	
2. The system produces reports of usage patterns. To include number of transactions per hour, each hour of each day for an entire week.	**S**	
3. Provides for user authentication, including: a. A unique login ID for each user. b. Password expiration periods that can be set for each user or group. c. Inactivity timeout with values that can be customized for different users or groups.	**S**	
4. Produces daily, monthly and yearly reports that include the following information. a. Number of transactions by livescan. b. Number of livescan transactions by agency. c. Number of automated transactions through card scan. d. Number of each type of transactions from latent sites. e. Number of latents deleted. f. Number of ten-prints deleted. g. Number of edits by operator by site. h. Number of verifications by operator by site.	**S**	

i. Number of new SIDs. j. Fingerprint quality sorted by livescan ID and operator. With system wide totals. k. Number of transactions waiting fingerprints to be scanned.		
5. Produce system monitoring reports that can be view real-time on screen. These would include but not limited to the following. a. Display logged on terminals. b. Display file system status. c. Display current job queue status such as: i. Number of jobs waiting name search response. ii. Number of jobs waiting feature extraction. iii. Number of jobs waiting 1 to n search. iv. Number of jobs waiting CHS update. v. Number of jobs waiting for T/LI processing. vi. Number of jobs waiting to be archived. vii. Number of jobs waiting FBI search.	**S**	
6. User authorization reports must include the following. a. Complete list of users that are defined to the system including the functions they have access. b. Complete list of users that are defined to the system that have expired passwords. c. Report of users that have not signed on to the system in the last 60 days or more. The date of last sign on to be included on the report.	**S**	
7. Maintains staff assignments by location in the user authorization system.	**S**	
8. Record and transaction deletion reports must have the following capability. a. Report operator, time, date and reason by enter TCN or SID which was deleted. b. List TCN and SID, date, time and reason by entering operator ID. c. List daily, monthly, yearly all TCNs, SIDS, with date, time, reason and operator ID. Sorted by each of the selected ways TCN, SID, date/time or operator ID.	**E**	Extension is required to include the reason in the audit log.
9. The system allows automated daily reporting, hard-copy listings or e-mailed to definable printers (IP address) or e-mail address. This can be administered by the AFIS Administrator.	**S**	
10. The system collects and provides data for the purposes of staff assignments and staff utilization.	**S**	
11. The system supports monitoring of workload to assure completion of work in required time frames and desired outcomes.	**S**	
12. The system allows warning notifications when administrator defined thresholds (number of jobs in each function) are exceeded.	**S**	
C. Structured Decision Making		
1. At each logical step where the system needs to make a decision, as in automated flow, these decisions shall be able to be modified by the onsite support staff.	**S**	
2. The system records the decisions that the worker makes.	**S**	
3. The system date and time stamps all entries.	**S**	
4. The system will be accessible and available to all	**S**	

authorized users 99.5% of the time.		
5. The system supports remote system monitoring.	**S**	
6. The system supports livescan using NFS, FTP and SSH.	**S**	
7. The system logs all transactions processing and archiving.	**S**	
8. The system/Contractor has integrated data back up.	**S**	
9. Provides attributes for each data elements.	**S**	
10. Data element configurations are consistent across all applications of each data element (e.g. date fields are uniformly configured for each use)	**S**	
11. Provides relational data base sorting, retrieval, analysis, reporting and trending capabilities	**S**	
12. The system places emphasis on user friendliness.	**S**	
13. The system provides consistent formatting to aid users in finding information	**S**	

RESERVED - Article 1, Appendix D

Article 1, Appendix E
Hardware and Software Maintenance

See Section 1.201 for a complete list of locations

Installed Hardware/software Listing

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Sub-System								
RACK 0	4210	FVH15G1			1			
Sub-System								
Storage	MD1000	5Q6Z4G1	DAE		1			
			sms01	HDD, 300GB, 15K	6			
				Mgmt Mod SAS/SATA		420-6220		
Sub-System								
Storage	MD1000	2Q6Z4G1	DAE		1			
			sms02	HDD, 300GB, 15K	6			
				Mgmt Mod SAS/SATA	2	420-6220		
Sub-System								
Storage	MD1000	JP6Z4G1	DAE		1			
			sms03	HDD, 300GB, 15K	6			
				Mgmt Mod SAS/SATA	2	420-6220		
Sub-System								
Storage	MD1000	826Y4G1	DAE		1			

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
			sms04	HDD, 300GB, 15K	6			
				Mgmt Mod SAS/SATA	2	420-6220		
RACK 1	4210	1NLK4D1			1			
Sub-System								
Server	PE6850	579PJD1	SMS3		1			
				Processor, Xeon Tulsa	2	MW649		
				Memory, 2gb, dual in-line	16	X1563		
				HDD, 146gb, 15k, SAS	5	TK237		
HBA	LP10000E	MLXVM65030321		Emulex PCI-X	1			
HBA	LP10000E	MLXVM65030854		Emulex PCI-X	1			
Matching Unit	FMP8	F86890K7400144			1	N3980-213D		
Matching Unit	FMP8	F86890K7400146			1	N3980-213D		
					1		Red Hat Ent Linux	4AS
					1		SMS SW Package	2.7.2.1
Sub-System								
Server	PE6850	479PJD1	SMS2		1			
				Processor, Xeon Tulsa	2	MW649		
				Memory, 2gb, dual in-line	16	X1563		
				HDD, 146gb, 15k, SAS	5	TK237		
HBA	LP10000E	MLXVM64819305		Emulex PCI-X	1			
HBA	LP10000E	MLXVM65031800		Emulex PCI-X	1			

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Matching Unit	FMP8	F86890K7400143			1	N3980-213D		
Matching Unit	FMP8	F86890K7400145			1	N3980-213D		
					1		Red Hat Ent Linux	4AS
					1		SMS SW Package	2.7.2.1
Sub-System								
Server	PE6850	379PJD1	SMS1		1			
				Processor, Xeon Tulsa	2	MW649		
				Memory, 2gb, dual in-line	16	X1563		
				HDD, 146gb, 15k, SAS	5	TK237		
HBA	LP10000E	MLXVM70138460		Emulex PCI-X	1			
HBA	LP10000E	MLXVM65030272		Emulex PCI-X	1			
Matching Unit	FMP8	F86890K7800563			1	N3980-213D		
Matching Unit	FMP8	F86890K7800562			1	N3980-213D		
					1		Red Hat Ent Linux	4AS
					1		SMS SW Package	2.7.2.1
RACK 2	4210	DGMBMD1			1			
Sub-System								
Switch	5324	HVG9SB1			1			
Sub-System								
Server	PE1950	86P4JD1	IPC04		1			
				Processor, XCL	2	CU749		

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
				Memory, 512mb, dual in-line	4	YY120		
				HDD, 36gb, 10k, SAS	4	G8762		
					1		MS Server 2003 Std, 5 CAL	SP2
					1		WSQ1000	1.2
					1		IPC-CORE	1.0.5.1
Sub-System								
Server	PE1950	J6P4JD1	IPC03		1			
				Processor, XCL	2	CU749		
				Memory, 512mb, dual in-line	4	YY120		
				HDD, 36gb, 10k, SAS	4	G8762		
					1		MS Server 2003 Std, 5 CAL	SP2
					1		WSQ1000	1.2
					1		IPC-CORE	1.0.5.1
Sub-System								
Server	PE1950	G6P4JD1	IPC02		1			
				Processor, XCL	2	CU749		
				Memory, 512mb, dual in-line	4	YY120		
				HDD, 36gb, 10k, SAS	4	G8762		
					1		MS Server 2003 Std, 5 CAL	SP2
					1		WSQ1000	1.2
					1		IPC-CORE	1.0.5.1

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Sub-System								
Server	PE1950	27P4JD1	IPC01		1			
				Processor, XCL	2	CU749		
				Memory, 512mb, dual in-line	4	YY120		
				HDD, 36gb, 10k, SAS	4	G8762		
					1		MS Server 2003 Std, 5 CAL	SP2
					1		WSQ1000	1.2
					1		IPC-CORE	1.0.5.1
Sub-System								
Tape Library	TL2000	HRZC0D1		LT03	1			
Sub-System								
Server	PE6850	569PJD1	SMS4		1			
				Processor, Xeon Tulsa	2	MW649		
				Memory, 2gb, dual in-line	16	X1563		
				HDD, 146gb, 15k, SAS	5	TK237		
HBA	LP10000E	MLXVM64926990		Emulex PCI-X	1			
HBA	LP10000E	MLXBG70358859		Emulex PCI-X	1			
Matching Unit	FMP8	F86890K7400565			1	N3980-213D		
Matching Unit	FMP8	F86890K7400564			1	N3980-213D		

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
					1		Red Hat Ent Linux	4AS
					1		SMS SW Package	2.7.2.1
Sub-System								
Server	PE6850	B69PJD1	RM01a		1			
				Processor, Xeon Tulsa	2	MW649		
				Memory, 2gb, dual in-line	4	X1563		
				HDD, 73gb, 15k, SAS	5	UM837		
HBA	QLA2460	5XN2ZB1		PCI-E FC	1			
HBA	QLA2460	F8P2ZB1		PCI-E FC	1			
SCSI	scsi card	scsi card		PCI-E SCSI	1			
					1		Red Hat Ent Linux	4AS
					30		Oracle Database Std, user x30	10g
					4		Oracle Database Std, proc x2	
					30		Tuxedo x 30	8.1
					1		SC CORE(LINUX)	2.7.2.1
					1		IIC CORE (LINUX)	2.7.2.1
					1		SLAP Matching	2.7.2.1
					1	a21tc-ds_MSP	AFIS21/EX Activity Modules for Server Developers	2.7.2.1
					1	a21not_ds_MSP	AFIS21/EX notT for Servers Developers	2.7.2.1
					1	a21bse_ds_MSP	AFIS21/EX BaseLibrary for Developers	2.7.2.1
					1	a21inq_ds_MSP	AFIS21/EX INQ Modules for Server Developers	2.7.2.1
					1	a21com_ds_MSP	AFIS21/EX Common for server	2.7.2.1

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
							developer	
					1	a21drm_sms_MSP	AFIS21/EX SMS Modules for Server Developers	2.7.2.1
					1	a21ord_ds_MSP	AFIS21/EX Order Modules for Server Developers	2.7.2.1
					1	a21ipc_ds_MSP	AFIS21/EX IPC Module for Server Developers	2.7.2.1
					1	a21cus_ds_MSP	AFIS21/EX Custom for server developer	2.7.2.1
					1	a21drm_fms_MSP	AFIS21/EX FMS Modules for Server Developers	2.7.2.1
					1	a21utl_MSP	AFIS21/EX utilities for TC	2.7.2.1
					1	a21act_ds_MSP	AFIS21/EX TC for Developers	2.7.2.1
					1	a21ims_ds_MSP	AFIS21/EX I-MARS for Developers	2.7.2.1
					1	a21gtc_ds_MSP	AFIS21/EX GTC Modules for Server Developers	2.7.2.1
Sub-System								
SERVER	Dell Power Edge 1650 W2k Server	n78921	ULM					
				Processor, P3, 1400mz	2			
				MEM	2 GIG			
				CD-ROM	1			
				HDD, 73gb	3			
					1	W2k Server	SP3	

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
					1	ULM	1.0.26	
					1	Perl	ActivePerl-5.6.1.6XX	
RACK 3	4210	FGMBMD1			1			
Sub-System								
Switch	5324	6WG9SB1			1			
Tape Library	ML6020	1CN8GD1			1			
				LT03, FC, Tape Unit	2			
Sub-System								
Server	PE1950	70H3JD1	WEB02		1			
				Processor, Xeon Woodcrest	2	UR128		
				Memory, 512mb, dual in-line	4	YY120		
				HDD, 36gb, 10k, SAS	4	G8762		
NIC	NC364T			PCIE, 4PT GIGABIT	1			
				4th disk added Dell #149742870, NEC#4800024771				
					1		MS Server 2003 Ent, 35 CAL	SP2
Sub-System								
Server	PE1950	60H3JD1	WEB01		1			
				Processor, Xeon Woodcrest	2	UR128		
				Memory, 512mb, dual in-line	4	YY120		
				HDD, 36gb, 10k, SAS	4	G8762		

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
NIC	NC364T			PCIE, 4PT GIGABIT	1			
				4th disk added Dell #149742870, NEC#4800024771				
					1		MS Server 2003 Ent, 35 CAL	SP2
Sub-System								
Server	PE2950	4H13JD1	DAS02		1			
				Processor, XCL	2	CU749		
				Memory, 2gb, dual in-line	4	GM431		
				HDD, 73gb, 15k, SAS	4	UM837		
HBA	QLA2460	CWN2ZB1		PCI-E FC	1			
HBA	QLA2460	4XN2ZB1		PCI-E FC	1			
					1		MS Server 2003 Enterprise	SP2
					1		Veritas - NetBackup -	6.0.4
					1		SQL Server	2005
Sub-System								
Server	PE2950	J5CZHD1	DAS01		1			
				Processor, XCL	2	CU749		
				Memory, 2gb, dual in-line	4	GM431		
				HDD, 73gb, 15k, SAS	4	H8799		
HBA	QLA2460	J8P2ZB1		PCI-E FC	1			
HBA	QLA2460	98P2ZB1		PCI-E FC	1			
					1		MS Server 2003 Enterprise	SP2
					1		DAS Archive	2.0.8
					1		SQL Server	2005
Sub-System								
Server	PE2950	JQH3JD1	DB02		1			

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
				Processor, Xeon Woodcrest	2	CU747		
				Memory, 1gb, dual in-line	8	FW198		
				HDD, 146gb, 15k, SAS	4	TK237		
HBA	QLA2460	2VN2ZB1		PCI-E FC	1			
HBA	QLA2460	1XN2ZB1		PCI-E FC	1			
					1		Red Hat Ent Linux	4AS
					1		Oracle Standard Edition	10G
					1		Oracle RAC SE 2CPU lic.	10G
Sub-System								
Server	PE2950	HQH3JD1	DB01		1			
				Processor, Xeon Woodcrest	2	CU747		
				Memory, 1gb, dual in-line	8	FW198		
				HDD, 146gb, 15k, SAS	4	TK237		
HBA	QLA2460	D8P2ZB1		PCI-E FC	1			
HBA	QLA2460	C8P2ZB1		PCI-E FC	1			
					1		Red Hat Ent Linux	4AS
					1		Oracle Standard Edition	10G
					1		Oracle RAC SE 2CPU lic.	10G
Sub-System								
Server	PE2950	53H3JD1	GTC02		1			
				Processor, Xeon Woodcrest	2	CU747		
				Memory, 1gb, dual in-line	4	FW198		
				HDD, 146gb, 15k, SAS	4	TK237		
NIC	NC364T			PCIE, 4PT GIGABIT	1			
HBA	QLA2460	2XN2ZB1		PCI-E FC	1			

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
HBA	QLA2460	FXN2ZB1		PCI-E FC	1			
					1		MS Server 2003 Enterprise	SP2
					1		NistPack Server	4.1
					1		Express Cluster	7.1
					1		GTC Core Module	25.0.0.7
					1		GTC Core Module	25.0.0.7
					1		Integrated Queue Manager	25.0.0.7
					1		Integrated Queue Manager	25.0.0.7
					1		Matching Resource Allocater	25.0.0.7
					1		Enhanced Workstation Controller	25.0.0.7
					1		Job Control Module	25.0.0.7
					1		Automatic Table Update Controller	25.0.0.7
					1		Oracle client	10.2.0.0.0
Sub-System								
Server	PE2950	43H3JD1	GTC01		1			
				Processor, Xeon Woodcrest	2	CU747		
				Memory, 1gb, dual in-line	4	FW198		
				HDD, 146gb, 15k, SAS	4	TK237		
NIC	NC364T			PCIE, 4PT GIGABIT	1			
HBA	QLA2460	FWN2ZB1		PCI-E FC	1			
HBA	QLA2460	68P2ZB1		PCI-E FC	1			
					1		MS Server 2003 Enterprise	SP2
					1		NistPack Server	4.1
					1		Express Cluster	7.1
					1		GTC Core Module	25.0.0.7

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
					1		GTC Core Module	25.0.0.7
					1		Integrated Queue Manager	25.0.0.7
					1		Integrated Queue Manager	25.0.0.7
					1		Matching Resource Allocater	25.0.0.7
					1		Enhanced Workstation Controller	25.0.0.7
					1		Job Control Module	25.0.0.7
					1		Automatic Table Update Controller	25.0.0.7
					1		Oracle Client	10.2.0.0.0
Sub-System								
Server	PE2950	66CZHD1	LANDING		1			
				Processor, Xeon Woodcrest	2	CU747		
				Memory, 1gb, dual in-line	8	FW198		
				HDD, 146gb, 15k, SAS	4	TK237		
HBA	QLA2460	GWN2ZB1		PCI-E FC	1			
HBA	QLA2460	6XN2ZB1		PCI-E FC	1			
NIC	NC364T			PCIE, 4PT GIGABIT	1			
					1		Red Hat Ent Linux	4AS
					1		Landing server Core Module	2.2
RACK 4	4210	29B84D1			1			
Sub-System								
Storage	CX3-40	3BBV7B1	DAE		1			
				HDD, 300GB, 10K, FC	7			
				Power Supply	2	071-000-		

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
						410		
				LCC Interface, 4gb, DAE3P	2	100-561-488		
Sub-System								
Storage	CX3-40	2BBV7B1	DAE		1			
				HDD, 300GB, 10K, FC	10			
				Power Supply	2	071-000-410		
				LCC Interface, 4gb, DAE3P	2	100-561-488		
Sub-System								
Storage	CX3-40	1BBV7B1	DAE		1			
				HDD, 300GB, 10K, FC	15			
				Power Supply	2	071-000-410		
				LCC Interface, 4gb, DAE3P	2	100-561-488		
Sub-System								
Storage	CX3-40	CBBV7B1	DAE		1			
				HDD, 300GB, 10K, FC	15			
				Power Supply	2	071-000-410		
				LCC Interface, 4gb, DAE3P	2	100-561-488		
Sub-System								

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Storage	CX3-40	BBBV7B1	DAE		1			
				HDD, 300GB, 10K, FC	15			
				Power Supply	2	071-000-410		
				LCC Interface, 4gb, DAE3P	2	100-561-488		
Sub-System								
Storage	CX3-40	9BBV7B1	DAE		1			
				HDD, 300GB, 10K, FC	15			
				Power Supply	2	071-000-410		
				LCC Interface, 4gb, DAE3P	2	100-561-488		
Sub-System								
Storage	CX3-40	6BBV7B1	DAE		1			
				HDD, 146GB, 15K, FC	15			
				Power Supply	2	071-000-410		
				LCC Interface, 4gb, DAE3P	2	100-561-488		
Sub-System								
Storage	CX3-40	7BBV7B1	DAE		1			
				HDD, 146GB, 15K, FC	15			
				Power Supply	2	071-000-410		
				LCC Interface, 4gb, DAE3P	2	100-561-488		
Sub-System								

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Storage	CX3-40	5BBV7B1	DAE		1			
				HDD, 146GB, 15K, FC	15			
				Power Supply	2	071-000-410		
				LCC Interface, 4gb, DAE3P	2	100-561-488		
Sub-System								
Storage	CX3-40	4BBV7B1	DAE		1			
				HDD, 146GB, 15K, FC	15	HK261		
				Power Supply	2	071-000-410		
				LCC Interface, 4gb, DAE3P	2	100-561-488		
Sub-System								
Storage	CX3-40	H9BV7B1	DAE		1			
				HDD, 146GB, 15K, FC	15	HK261		
				Power Supply	2	071-000-410		
				LCC Interface, 4gb, DAE3P	2	100-561-488		
Sub-System								
Storage	CX3-40	8BBV7B1	DAE		1			
				HDD, 146GB, 15K, FC	15	HK261		
				Power Supply	2	071-000-410		
				LCC Interface, 4gb, DAE3P	2	100-561-488		
Sub-System								

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Storage	CX3-40	8QBV7B1	DAE		1			
				HDD, 73GB, 15K, FC	5	FK567		
				HDD, 146GB, 15K, FC	10	HK261		
				Power Supply	2	071-000-410		
				LCC Interface, 4gb, DAE3P	2	100-561-488		
Sub-System								
Storage	CX3-40	BQBV7B1	CX3-40		1			
				Storage Processor	2	100-561-057		
				Power Supply w/Blower	3	071-000-417		
				SPS	1	118-031985		
EXTERNAL								
Sub-System								
Server	PE1430SC	JQC0JD1	IMARS		1			
				Processor, Xeon Woodcrest	2	TW952		
				Memory, 2gb, dual in-line	2	GM431		
				HDD, 146gb, 10k, SAS	3	WR711		
Monitor	2007FP	MX0C9536466347945DWS			1			
Modem	SM56USBSL	1N75007000537CXT		USB External, SupraMax	1			
NIC	DGE-560T	SK56173200915		PCI Epress Gigait	1			
					1		MS Server 2003 Std, 40 CAL	SP2

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
					1		PC Anywhere	12.0
					1		Acronis True Image Ent. Server	9.1
					1		Crystal Reports Server	X1
					1		MS OFC PRO PLS 07 W32 EN	
					1		IMARS Core Software 03	1.1.0.0
					1		IMARS System Monitor Component	1.1.0.0
					1		IMARS Report Generation Package	1.1.0.0
					1		IMARS Server Support License Upgrade (SC x 1, GTC x 4, GIPC x 4, SMS x 4)	1.1.0.0
					1		IMARS Client Support License Upgrade x 35	1.1.0.0
					1		PostgresSQL	8.0
					1		Apache Tomcat	4.1
					1		Oracle Data Provider for .NET	
					1		Oracle Client	10.2.0
Sub-System								
Printserver	GX745	975QNC1	PS01		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Monitor	2007FP	MX0C9536588 3479442FS			1			

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Printer	4500DT	PMT302096		Xerox Phaser	1			
Printer	4500DT	PMT302097		Xerox Phaser	1			
					1		MSXPP	SP2
					1		PC Anywhere	12.0
					1		NEC Printserver	1.0.3019
Sub-System								
Server	PE1430SC	BR46PC1	MVS01		1			
				Processor, Xeon Woodcrest	2	LGA771		
				Memory, 2gb, dual in-line	4	NP948		
				HDD, 73gb, 10k, SAS	4	H8799		
Monitor	2007FP	MXQC95364663472M-2JML			1			
Scanner	Epson 10000XL	FVS0008661			1			
Scanner ADF	EU21	70160927			1			
					1		MS Server 2003 Std, 40 CAL	SP2
					1		PC Anywhere	12.0
					1		AccuPrint Server	3.3
					1		Metalix FedSumit Card	2.0
Sub-System								
Server	PE1430SC	CR46PC1	MVS02		1			
				Processor, Xeon Woodcrest	2	LGA771		
				Memory, 2gb, dual in-line	4	NP948		
				HDD, 73gb, 10k, SAS	4	H8799		
Monitor	2007FP	MXQC95364663472M-2D2L			1			

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Scanner	Epson 10000XL	FVS0008663			1			
Scanner ADF	EU21	70160923			1			
					1		MS Server 2003 Std, 40 CAL	SP2
					1		PC Anywhere	12.0
					1		AccuPrint Server	3.3
					1		Metalix FedSumit Card	2.0
Sub-System								
Workstation	GX745	4Q42RD1	CJDC50		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Flashbus	3043	IT688027		Spectrim Lite	1			
Monitor	2007FP	MX0C953646 63479459WS			1			
Monitor	2007FP	MX0C953646 63479459VS			1			
Printer	P3005	SCNJ1D5252 8			1			
Scanner	V700 PHOTO	G2YW019782			1			
Scanner	CS2				1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		GWS-TL (FP) Upgrade	25.0.0.2
					1		Oracle Client	10G
					1		ULW	5.1.5

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
					1		LEX Pro	1.0
Sub-System								
Workstation	GX745	DQ42RD1	GWSV01		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Monitor	2007FP	MX0C953646634783353S			1			
Printer	P3005	SCNJ1D55156			1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		GWS - Verification Upgrade (FP)	25.0.0.2
					1		Oracle Client	10G
Sub-System								
Workstation	GX745	BL42RD1	GWSV02		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Monitor	2007FP	MX0C9536466347945AJS			1			
Printer	P3005	SCNJ1D55155			1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		GWS - Verification	25.0.0.2

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
							Upgrade (FP)	
					1		Oracle Client	10G
Sub-System								
Workstation	GX745	JP42RD1	GWSV03		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Monitor	2007FP	MX0C953646 63479A1Y9S			1			
Printer	P3005	SCNJ1D5587 6			1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		GWS - Verification Upgrade (FP)	25.0.0.2
					1		Oracle Client	10G
Sub-System								
Workstation	GX745	BP42RD1	GWSV04		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Monitor	2007FP	MX0C953646 63479A1YAS			1			
Printer	P3005	SCNJ1D5254 3			1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		GWS - Verification	25.0.0.2

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
							Upgrade (FP)	
					1		Oracle Client	10G
Sub-System								
Workstation	GX745	BQ42RD1	GWSV05		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Monitor	2007FP	MX0C953646 63478335MS			1			
Printer	P3005	SCNJ1D5583 0			1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		GWS - Verification Upgrade (FP)	25.0.0.2
					1		Oracle Client	10G
Sub-System								
Workstation	GX745	GP42RD1	GNSW10		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Monitor	2007FP	MX0C953646 6347945ANS			1			
Printer	P3005	SCNJ1F5470 2			1			
Scanner	V700 PHOTO	G2YW019759			1			
Barcode Reader	WLP-4170 CCD	61127809			1			
					1		MSXPP	SP2

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		NSW (FP) Upgrade	3.2.0.2
					1		GWS-TL (FP) Upgrade	25.0.0.2
					1		Oracle Client	10G
					1		ULW	5.1.5
					1		LEX Pro	1.0
Sub-System								
Workstation	GX745	7Q42RD1	GNSW11		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Monitor	2007FP	MX0C9536466347945AAS			1			
Printer	P3005	SCNJ1F54697			1			
Scanner	V700 PHOTO	G2YW019773			1			
Barcode Reader	WLP-4170 CCD	61127530			1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		NSW (FP) Upgrade	3.2.0.2
					1		GWS-TL (FP) Upgrade	25.0.0.2
					1		Oracle Client	10G
					1		ULW	5.1.5
					1		LEX Pro	1.0
Sub-System								

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
NIC	NC364T			PCIe, 4Pt, Gigabit	1			
NIC	NC364T			PCIe, 4Pt, Gigabit	1			
Sub-System								
Server	PE2950	DF9HJ1	LAND02		1			
				Processor, Xeon Woodcrest	2	CU747		
				Memory, 1gb, dual in-line	8	FW198		
				HDD, 146gb, 15k, SAS	4	TK237		
NIC	NC364T			PCIE, 4PT GIGABIT	1			
					1		Landing server Core Module	2.2
					1		Red Hat Ent Linux	4AS
Sub-System								
Server	PE2950	C8CJLJ1	REPORT_ srv		1			
				Processor, Xeon Woodcrest	2	CU747		
				Memory, 1gb, dual in-line	4	FW198		
				HDD, 300gb, 15k, SAS	6	YP778		
NIC	NC364T			PCIE, 4PT GIGABIT	1			
					1		MS Server 2003 Enterprise	SP2
					1		SQL Server	2005
Sub-System								
Storage	CX3-40	FC2BFD1	DAE		1			
				HDD, 300GB, 10K, FC	15			
				Power Supply	2	071-000-		

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
						410		
				LCC Interface, 4gb, DAE3P	2	100-561-488		
Sub-System								
Storage	CX3-40	DC2BFD1	DAE		1			
				HDD, 300GB, 10K, FC	8			
				Power Supply	2	071-000-410		
				LCC Interface, 4gb, DAE3P	2	100-561-488		
Customer:	MSP Grand Rapids Forensic Laboratory							
Address:	720 Fuller Avenue NE							
City:	Grand Rapids							
State:	Michigan			Contract Type: 7x24, 8x5, other:		8x5		
Zip:	49503							
Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Sub-System								
Workstation	GX745	338DJD1	GRCL05		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Flashbus	3043	IT687755		Spectrim Lite	1	3043		

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Monitor	2007FP	MX0C9536466347944HNS			1			
Monitor	2007FP	MX0C95364663479442FS			1			
Printer	P3005	SCNJ1D52531			1			
Scanner	CS2				1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plug In	1.0
					1		Aware Print Plug In	1.0
					1		GWS-L (FP) Upgrade	25.0.0.2
					1		Oracle Client	10G
					1		ULW	5.1.5
					1		LEX Pro	1.0
Sub-System								
Customer:	Dearborn Police							
Address:	16099 Michigan Ave							
City:	Dearborn							
State:	Michigan			Contract Type: 7x24, 8x5, other:		8x5		
Zip:	48126							
Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Sub-System								
Workstation	GX745	438DJD1	DBPD60		1			

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Flashbus	3043	IT687765		Spectrim Lite	1	3043		
Monitor	2007FP	MX0C953646 6347944GMS			1			
Monitor	2007FP	MX0C953646 6347944HJS			1			
Printer	P3005	SCNJ1D5253 6			1			
Scanner	CS2				1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plug In	1.0
					1		Aware Print Plug In	1.0
					1		GWS-L (FP) Upgrade	25.0.0.2
					1		Oracle Client	10G
					1		ULW	5.1.5
					1		LEX Pro	1.0
Sub-System								
Customer:	MSP FSD							
Address:	7119 N. Canal Rd							
City:	Lansing							
State:	Michigan			Contract Type: 7x24, 8x5, other:		8x5		
Zip:	48913							
Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Sub-System								
Workstation	GX745	F28DJD1	LSCL09		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Flashbus	3043	IT687766		Spectrim Lite	1	3043		
Monitor	2007FP	MX0C953646 6347945AGS			1			
Monitor	2007FP	MX0C953646 63478335US			1			
Printer	P3005	SCNJ1D5275 1			1			
Scanner	CS2				1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plug In	1.0
					1		Aware Print Plug In	1.0
					1		GWS-L (FP) Upgrade	25.0.0.2
					1		Oracle Client	10G
					1		ULW	5.1.5
					1		LEX Pro	1.0
Sub-System								
Customer:	Taylor Police Department							
Address:	23515 Goddard							
City:	Taylor							
State:	Michigan			Contract Type: 7x24, 8x5, other:		8x5		
Zip:	48180							

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Sub-System								
Workstation	GX745	G28DJD1	TLPD63		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Flashbus	3043	IT687770		Spectrim Lite	1	3043		
Monitor	2007FP	MX0C9536466347945AES			1			
Monitor	2007FP	MX0C9536466347945DWS			1			
Printer	P3005	SCNJ1D52815			1			
Scanner	CS2				1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plug In	1.0
					1		Aware Print Plug In	1.0
					1		GWS-L (FP) Upgrade	25.0.0.2
					1		Oracle Client	10G
					1		ULW	5.1.5
					1		LEX Pro	1.0
Sub-System								
Customer:	MSP Grayling Forensic Laboratory							
Address:	103 S. James St.							

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
City:	Grayling							
State:	Michigan			Contract Type: 7x24, 8x5, other:		8x5		
Zip:	49738							
Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Sub-System								
Workstation	GX745	J28DJD1	GLCL07		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Flashbus	3043	IT687771		Spectrim Lite	1			
Monitor	2007FP	MX0C9536466347945ACS			1			
Monitor	2007FP	MX0C95364663479A1J6S			1			
Printer	P3005	SCNJ1D52532			1			
Scanner	CS2				1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plug In	1.0
					1		Aware Print Plug In	1.0
					1		GWS-L (FP) Upgrade	25.0.0.2
					1		Oracle Client	10G
					1		ULW	5.1.5
					1		LEX Pro	1.0
Sub-System								

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Customer:	Grand Rapids Police Department							
Address:	01 Monroe Cn NW							
City:	Grand Rapids							
State:	Michigan			Contract Type: 7x24, 8x5, other:		8x5		
Zip:	49503							
Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Sub-System								
Workstation	GX745	5W32RD1	GRPD80		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Flashbus	3043	IT687778		Spectrim Lite	1	3043		
Monitor	2007FP	MX0C9536466347945AFS			1			
Monitor	2007FP	MX0C9536466347945A5S			1			
Printer	P3005	SCNJ1D52750			1			
Scanner	CS2				1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		GWS-L (FP) Upgrade	25.0.0.2
					1		Oracle Client	10G

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
					1		ULW	5.1.5
					1		LEX Pro	1.0
Sub-System								
Customer:	Livonia Police Department							
Address:	15050 Farmington							
City:	Livonia							
State:	Michigan			Contract Type: 7x24, 8x5, other:		8x5		
Zip:	48154							
Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Sub-System								
Workstation	GX745	6V32RD1	LVPD62		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Flashbus	3043	IT687795		Spectrim Lite	1	3043		
Monitor	2007FP	MX0C9536466347945A6S			1			
Monitor	2007FP	MX0C9536466347945A2S			1			
Printer	P3005	SCNJ1D52813			1			
Scanner	CS2				1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plugin	1.0

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
					1		AccuPrint Plugin	1.0
					1		GWS-L (FP) Upgrade	25.0.0.2
					1		Oracle Client	10G
					1		ULW	5.1.5
					1		LEX Pro	1.0
Sub-System								
Customer:	Detroit Police Department							
Address:	1300 Beaubien							
City:	Detroit							
State:	Michigan			Contract Type: 7x24, 8x5, other:		8x5		
Zip:	48226							
Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Sub-System								
Workstation	GX745	CW32RD1	DTPD61		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Flashbus	3043	IT687951		Spectrim Lite	1	3043		
Monitor	2007FP	MX0C953646 6347944J3S			1			
Monitor	2007FP	MX0C953646 63479459YS			1			
Printer	P3005	SCNJ1D5253 9			1			
Scanner	CS2				1			

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		GWS-L (FP) Upgrade	25.0.0.2
					1		Oracle Client	10G
					1		ULW	5.1.5
					1		LEX Pro	1.0
Sub-System								
Customer:	MSP Marquette Forensic Laboratory							
Address:	309 S. Third, Suite 202							
City:	Marquette							
State:	Michigan			Contract Type: 7x24, 8x5, other:		8x5		
Zip:	49855							
Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Sub-System								
Workstation	GX745	FP42RD1	MQCL06		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Flashbus	3043	IT687988		Spectrim Lite	1			
Monitor	2007FP	MX0C953646 6347944J0S			1			

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Monitor	2007FP	MX0C9536466347944HUS			1			
Printer	P3005	SCNJ1D52812			1			
Scanner	CS2				1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		GWS-L (FP) Upgrade	25.0.0.2
					1		Oracle Client	10G
					1		ULW	5.1.5
					1		LEX Pro	1.0
Sub-System								
Customer:	Redford TWP Police Department							
Address:	25833 Elsinore							
City:	Taylor							
State:	Michigan			Contract Type: 7x24, 8x5, other:		8x5		
Zip:	48180							
Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Sub-System								
Workstation	GX745	GQ42RD1	RTPD64		1			
				Processor, Duo-Conroe	1	GM152		

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Flashbus	3043	IT687989		Spectrim Lite	1			
Monitor	2007FP	MX0C953646 63479A1YPS			1			
Monitor	2007FP	MX0C953646 6347945AWS			1			
Printer	P3005	SCNJ1D5253 4			1			
Scanner	CS2				1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		GWS-L (FP) Upgrade	25.0.0.2
					1		Oracle Client	10G
					1		ULW	5.1.5
					1		LEX Pro	1.0
Sub-System								
Customer:	Lansing Police Department							
Address:	120 W Michigan Ave							
City:	Lansing							
State:	Michigan			Contract Type: 7x24, 8x5, other:		8x5		
Zip:	48933							
Equipment Type	Model	Serial Number or	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
		Service Tag #						
Sub-System								
Workstation	GX745	JQ42RD1	LSPD65		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Flashbus	3043	IT688010		Spectrim Lite	1			
Monitor	2007FP	MX0C953646 63479A1Y7S			1			
Monitor	2007FP	MX0C953646 63479A1Y8S			1			
Printer	P3005	SCNJ1D5274 6			1			
Scanner	CS2				1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		GWS-L (FP) Upgrade	25.0.0.2
					1		Oracle Client	10G
					1		ULW	5.1.5
					1		LEX Pro	1.0
Sub-System								
Customer:	Oakland County Sheriff							
Address:	1200 N. Telegraph Rd. Building 38E							
City:	Pontiac							

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
State:	Michigan			Contract Type: 7x24, 8x5, other:		8x5		
Zip:	48314							
Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Sub-System								
Workstation	GX745	3J6DJD1	OCSD71		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Flashbus	3043	IT688023		Spectrim Lite	1			
Monitor	2007FP	MX0C953646 6347833EKS			1			
Monitor	2007FP	MX0C953646 63478335LS			1			
Printer	P3005	SCNJ1D5281 4			1			
Scanner	V700 PHOTO	G2YW019763			1			
Scanner	CS2				1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		GWS-TL (FP) Upgrade	25.0.0.2
					1		Oracle Client	10G
					1		ULW	5.1.5
					1		LEX Pro	1.0
Sub-System								

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Customer:	MSP Northville Forensic Laboratory							
Address:	42145 W. 7 Mile rd							
City:	Northville							
State:	Michigan			Contract Type: 7x24, 8x5, other:		8x5		
Zip:	48167							
Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Sub-System								
Workstation	GX745	5Q42RD1	NVCL02		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Flashbus	3043	IT688039		Spectrim Lite	1			
Monitor	2007FP	MX0C9536466347945DYS			1			
Monitor	2007FP	MX0C9536466347945ADS			1			
Printer	P3005	SCNJ1D52749			1			
Scanner	CS2				1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		GWS-L (FP) Upgrade	25.0.0.2
					1		Oracle Client	10G

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
					1		ULW	5.1.5
					1		LEX Pro	1.0
Sub-System								
Customer:	MSP FSD							
Address:	7119 N. Canal Rd							
City:	Lansing							
State:	Michigan			Contract Type: 7x24, 8x5, other:		8x5		
Zip:	48913							
Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Workstation	GX745	2R42RD1	ELCL01		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Flashbus	3043	IT688044		Spectrim Lite	1			
Monitor	2007FP	MX0C9536466347945ALS			1			
Monitor	2007FP	MX0C9536466347944HVS			1			
Printer	P3005	SCNJ1D52538			1			
Scanner	CS2				1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		GWS-L (FP)	25.0.0.2

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
							Upgrade	
					1		Oracle Client	10G
					1		LEX Pro	1.0
					1		ULW	5.1.5
Sub-System								
Customer:	Wyoming Police Department							
Address:	260 Dehoop							
City:	Wyoming							
State:	Michigan			Contract Type: 7x24, 8x5, other:		8x5		
Zip:	49509							
Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Sub-System								
Workstation	GX745	3R42RD1	WYPD88		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Flashbus	3043	IT688080		Spectrim Lite	1			
Monitor	2007FP	MX0C953646 6347945A9S			1			
Monitor	2007FP	MX0C953646 6347944HTS			1			
Printer	P3005	SCNJ1D5253 3			1			
Scanner	V700 PHOTO	G2YW019781			1			
Scanner	CS2				1			

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
					1		MSXPP	SP2
					1		WSQ Plugin	1.0
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		GWS-TL (FP) Upgrade	25.0.0.2
					1		Oracle Client	10G
					1		ULW	5.1.5
					1		LEX Pro	1.0
Sub-System								
Customer:	MSP Bridgeport Forensic Laboratory							
Address:	6296 Dixie Highway							
City:	Bridgeport							
State:	Michigan			Contract Type: 7x24, 8x5, other:		8x5		
Zip:	48722							
Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Sub-System								
Workstation	GX745	7P42RD1	BPCL04		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Flashbus	3043	IT688085		Spectrim Lite	1			
Monitor	2007FP	MX0C953646			1			

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
		6347945A7S						
Monitor	2007FP	MX0C953646 6347944J1S			1			
Printer	P3005	SCNJ1D5275 2			1			
Scanner	CS2				1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		GWS-L (FP) Upgrade	25.0.0.2
					1		Oracle Client	10G
					1		ULW	5.1.5
					1		LEX Pro	1.0
Sub-System								
Customer:	Sterling Heights Forensic Laboratory							
Address:	42800 Merrill Rd							
City:	Sterling Heights							
State:	Michigan			Contract Type: 7x24, 8x5, other:		8x5		
Zip:	48314							
Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Sub-System								
Workstation	GX745	1Q42RD1	SHCL03		1			

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Flashbus	3043	IT688085		Spectrim Lite	1			
Monitor	2007FP	MX0C953646 63479A1J7S			1			
Monitor	2007FP	MX0C953646 63479A1J8S			1			
Printer	P3005	SCNJ1D5281 8			1			
Scanner	CS2				1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		GWS-L (FP) Upgrade	25.0.0.2
					1		Oracle Client	10G
					1		ULW	5.1.5
					1		LEX Pro	1.0
Sub-System								
Customer:	Ottawa County Sheriff							
Address:	3100 Port Sheldon Rd							
City:	Hudsonville							
State:	Michigan			Contract Type: 7x24, 8x5, other:		8x5		
Zip:	49426							
Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Sub-System								
Workstation	GX745	9Q42RD1	OTCS82		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Flashbus	3043	IT688093		Spectrim Lite	1			
Monitor	2007FP	MX0C953646 63472L2LHL			1			
Monitor	2007FP	MX0C953646 6347945DVS			1			
Printer	P3005	SCNJ1D5515 7			1			
Scanner	CS2				1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		GWS-L (FP) Upgrade	25.0.0.2
					1		Oracle Client	10G
					1		ULW	5.1.5
					1		LEX Pro	1.0
Sub-System								
Customer:	Battle Creek Police Department							
Address:	20 N. Division							
City:	Battle Creek							
State:	Michigan			Contract Type: 7x24, 8x5, other:		8x5		
Zip:	49017							

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Sub-System								
Workstation	GX745	CP42RD1	BCPD86		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Flashbus	3043	IT688098		Spectrim Lite	1			
Monitor	2007FP	MX0C953646 6347945AMS			1			
Monitor	2007FP	MX0HF73046 63477O4LPL			1			
Printer	P3005	SCNJ1D5587 7			1			
Scanner	CS2				1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		GWS-L (FP) Upgrade	25.0.0.2
					1		Oracle Client	10G
					1		ULW	5.1.5
					1		LEX Pro	1.0
Sub-System								
Customer:	Flint Police Department							
Address:	210 E Fith St							
City:	Flint							
State:	Michigan			Contract Type: 7x24, 8x5,		8x5		

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
				other:				
Zip:	48502							
Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W	Rev
Sub-System								
Workstation	GX745	6J6DJD1	FLPD75		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Flashbus	3043	IT688274		Spectrim Lite	1			
Monitor	2007FP	MX0C9536466347833UGS			1			
Monitor	2007FP	MX0C9536466347833 61S			1			
Printer	P3005	SCNJ1F55944			1			
Scanner	CS2				1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		GWS-L (FP) Upgrade	25.0.0.2
					1		Oracle Client	10G
					1		ULW	5.1.5
					1		LEX Pro	1.0

Article 1, Appendix F

Proposed Resource Name:	**Chuck Thomas**	
Proposed Role:	**Account Executive, Business Management Contract Administrator**	
Associated with:(check one):	Prime Contractor **NEC**	Subcontractor
Percentage of Time to be allocated to Project	**40**%	

Requirement
10 years of experience managing large scale application development and implementation projects
5 years of AFIS experience
2 years of experience in managing a project using the vendor's proposed solution

Proposed Resource Name:	**Greg Uher**	
Proposed Role:	**Project Manager, Engineering Support Manager**	
Associated with: (check one):	Prime Contractor **NEC**	Subcontractor
Percentage of Time to be allocated to Project	**60**%	

Requirement
10 years of experience managing large scale application development and implementation projects
5 years of AFIS experience
2 years of experience in managing a project using the vendor's proposed solution

Proposed Resource Name:	**Laylin Johnson**	
Proposed Role:	**Onsite Primary Customer Engineer, Assistant Project Manager**	
Associated with: (check one):	Prime Contractor **NEC**	Subcontractor
Percentage of Time to be allocated to Project	**100**%	

Requirement
10 years of experience managing large scale application development and implementation projects
5 years of experience in AFIS
2 years of experience in managing a project using the vendor's proposed solution

Proposed Resource Name:	**Joe Notani**	
Proposed Role:	**Design & Requirements Technical Liaison**	
Associated with: (check one):	Prime Contractor **NEC**	Subcontractor
Percentage of Time to be allocated to Project	**15%**	

Requirement
10 years of experience managing large scale application development and implementation projects
5 years of experience in the health/education/environmental field, implementing data

management/decision support tools
2 years of experience in managing a project using the vendor's proposed solution

Proposed Resource Name:	**Vishnu Gangumalla**	
Proposed Role:	**Installation Management, Regional Support Customer Engineer**	
Associated with: (check one):	Prime Contractor **NEC**	Subcontractor
Percentage of Time to be allocated to Project	**70%**	

Requirement
10 years of experience managing large scale application development and implementation projects
5 years of experience in AFIS
2 years of experience in managing a project using the vendor's proposed solution

Proposed Resource Name:	**Diana Burt**	
Proposed Role:	**Training & Quality Assurance**	
Associated with: (check one):	Prime Contractor **NEC**	Subcontractor
Percentage of Time to be allocated to Project	**15%**	

Requirement
10 years of experience managing large scale application development and implementation projects
5 years of experience in AFIS
2 years of experience in managing a project using the vendor's proposed solution

DISCLAIMER: The Summary of Project Cost is based upon NEC's response to invitation to bid RFP# 071I6200338 as a reflection of then-current technologies and NEC's best practices on or about August 2006. Maintenance pricing under item B is accurate for the equipment installed. However, all other phases and options listed are subject to change due to unavailability of obsolete components, newer technologies, NEC best practices and configuration decisions made and agreed upon between NEC and MSP.

NEC and MSP agree that the total remaining contract value is $4,675,442.96 as of the execution date of this contract. See Appendix I for detailed information on how this total contract value was estimated.

Appendix G

Summary of the Project Cost

A.	**100,000 Palm Print Card Conversion**	$ 365,000		
B.	**Maintenance for Current and Phases (0,1,2,3, & 5) equipment and software** (includes Help Desk and Tech Support)	$ $863,944		Maintenance includes two year warranty and two years maintenance on new system.
	Breakdown of costs include:			

Phase	**Phase Description**	**Year 1**	**Year 2**	**Year 3**	**Year 4 (2/1/11 - 1/31/12)**	**Year 5**		**Total by Phase**
Phase 0A	Current System Expansion H/W	$ -	$ -		$ 3,608	$ 3,717	=	**$7,325**
	Current System Expansion S/W				$ 11,552	$ 11,898	=	**$ 23,450**
Phase 0B	Current System Replacement H/W	$ -	$ -	$ -	$ 113,090	$ 116,483	=	**$ 229,573**
	Current System Replacement S/W				$ 254,940	$ 262,588	=	**$ 517,528**

	Mega Phase B	PALM + SLAP + ELMA + 10F Combined H/W	$ -	$ -	$ -	$ 85,607	$ 88,175	=	**$ 173,782**
		PALM + SLAP + ELMA + 10F Combined S/W				$ 6,052	$ 6,234	=	**$ 12,286**
	BAFO Discount		$	$ -	$ -	$ (50,000)	$ (50,000)	=	$ (100,000)
	Total by year			$ -	**$ 0**	**$ 424,849**	**$ 439,095**	=	**$ 863,944**

C.	**Phase IV-AFIS-Event Based Ten Print Fingerprint Searching (optional)**	**$ 673,394**		
	Breakdown of costs include:			
	Hardware	$ 161,974		

Quantity	**Description**
	SMS & Matchers
1	Dell PowerEdge 6850 (Rackmount), Dual Core, Dual Xeon processor, 20GB RAM, 146GB x 5 HDD in RAID-5 with Hot spare, Dual Power Supply
1	Emulex FC Interface
1	Rails For FMP
1	FMP7 Model - 3
	SAN Storage
4	146GB 15K Disk Drive Module
3	300GB 10K Disk Drive Module

	Hardware Install	$ 0		Included in h/w costs
	Software	$ 32,600		

Quantity	Description
	SMS & Matchers
1	RedHat Enterprise Linux AS 4.0
1	SMS–CORE SW Package (NEC)
	IMARS
1	IMARS Server Support License Upgrade (NEC)

	Software Install	$ 0		Included in s/w costs
	Verification of Business Requirements (includes all customized s/w development and testing)	$ 468,920		
	Documentation	$ 9,900		
D.	**Phase VI-AFIS-Mobile Identification (optional)**	**$ 425,412**		
	Breakdown of costs include:			
	Hardware	$ 342,687		

Quantity	Description
	SMS & Matchers
1	Dell PowerEdge 6850 (Rackmount), Dual Core, Dual Xeon processor, 16GB RAM, 146GB x 5 HDD in RAID-5 with Hot spare, Dual Power Supply
1	Emulex FC Interface
1	Rails For FMP
1	FMP7 Model - 3
	MID Store & Forward Server
1	PowerEdge2950 (Rackmount) - Windows Server Dual Core, Dual Xeon processor, 4GB RAM, 146GB x 4 HDD in RAID-5 with Hot spare, Redundant Power Supply
	MID Devices
60	Crossmatch MV100 – Handheld Device

	Hardware Install	$ 0		Included in h/w costs
	Software	$ 60,225		

	Quantity	**Description**
		SMS & Matchers
	1	RedHat Enterprise Linux AS 4.0
	1	SMS–CORE SW Package (NEC)
		IMARS
	1	IMARS Server Support License Upgrade (NEC)
		MID Store & Forward Server
	1	Windows 2003 Server Enterprise Edition (With 25 CAL)
	1	CDI-LS-SF25-SW CDI Livescan Store and forward Server SW

	Software Install	$ 0		Included in s/w costs
	Verification of Business Requirements (includes all customized s/w development and testing)	$ 22,500		
E.	**Phase VII-AFIS-Integrated AFIS Image System (optional)**	**$ 633,023**		
	Breakdown of costs include:			
	Hardware	$ (17,226)		Hardware is reduced

	Quantity	**Description**
		SAN Storage
	(- 9)	146GB 15K Disk Drive Module (Reduction)

	Hardware Install	$ 0		
	Software	$ (24,000)		Software is reduced

	Quantity	**Description**

	(-1)	IIC-CORE SW package (NEC) – Reduction		
	Software Install	$ 0		
	Verification of Business Requirements (includes all customized s/w development and testing)	$ 664,349		
	Documentation	$ 9,900		
F.	**Phase VIII-AFIS-Disaster Recovery (optional)**	**$ 1,211,684**		
	Breakdown of costs include:			
	Hardware	$ 931,620		

Quantity	**Description**
	RM/SC
1	Dell PowerEdge 6850 (Rackmount), Dual Core, Dual Xeon processor, 8GB RAM, 73GB x 5 HDD in RAID-5 with Hot spare, Dual Power Supply
2	Qlogic Fibre Channel HBA
1	Dell PowerVault 124T - LTO-3, SCSI Interface card, 15 Tape media
	SMS
2	Dell PowerEdge 6850 (Rackmount), Dual Core, Dual Xeon processor, 24GB RAM, 146GB x 5 HDD in RAID-5 with Hot spare, Dual Power Supply
2	Emulex FC Interface
2	Rails For FMP
2	FMP7 Model - 2
	Web Server
1	Dell PowerEdge 1950 (Rackmount), Dual Core, Dual Xeon processor, 2GB RAM, 36GB x 4 HDD in RAID-5 with Hot spare, Redundant Power Supply
2	Qlogic Fibre Channel HBA
	IPC
2	Dell PowerEdge 1950 (Rackmount), Dual Core, Dual Xeon processor, 2GB RAM, 36GB x 4 HDD in RAID-5 with Hot spare, Redundant Power Supply
	GTC

1	PowerEdge2950 (Rackmount) - GTC Windows Server (Front End and database Server) Dual Core, Dual Xeon processor, 4GB RAM, 146GB x 4 HDD in RAID-5 with Hot spare, Redundant Power Supply
1	Rack 42U w/ KVM and Network switch
1	Rack 42U For storage and FMP install
2	Qlogic Fibre Channel HBA (windows Server)
	DAS (NIST Archive) - Clustered
2	PowerEdge2950 (Rackmount) - DAS DB Windows Server Dual Core, Dual Xeon processor, 8GB RAM, 146GB x 4 HDD in RAID-5 with Hot spare, Redundant Power Supply
4	Qlogic Fibre Channel HBA
	SAN Storage
1	DELL / EMC CX3-40 FC SAN Storage
2	Brocade 4100 16-32 Ports on Demand 4Gbps Fibre Channel Switch
6	73GB 15K Disk Drive Module – For SAN FLARE Code
90	146GB 15K Disk Drive Module
65	300GB 10K Disk Drive Module
1	PowerVault 136T Tape Library (Rackmount) - 3 drives, LTO-3, 400/800GB, RMC, Native Fibre, Tape Media for LTO3, 400/800GB 15 Pack, FC cable Maximum Backup Capacity of 9.6TB (native)
	IMARS – Reports Repository
1	PowerEdge1425 SC (Rackmount) Dual Xeon processor, 4GB RAM, 73GB x 2 HDD in RAID-0
	Print Server
1	Dell Optiplex GX620 , 2GB RAM, 80GB HDD
1	19" Flat Panel Monitor
1	Xerox Phaser 4500DT (Network Enabled)
1	256MB additional printer memory

		Card Scanner Station & Scanner			
	1	Dell Precision 690 (750W 32 bit) - Dual Xeon CPU, 4GB RAM, 73GB x 4 HDD in RAID-5			
	1	20" Flat Panel Monitor			
	1	Epson 10000XL-Scanner			
	1	Epson Auto Document Feeder			
		Workstation – Verify [GWS-V]			
	3	Optiplex GX620 Pentium D processor, 2GB RAM, 80GB HDD, CD-RW, Mouse, Keyboard, 550 VA UPS			
	3	20" Flat Panel Monitor			
	3	HP 2420 B/W Laser Printer			
		Workstation - Tenprint and Latent [GWS-TL]			
	1	Optiplex GX620 Pentium D processor, 2GB RAM, 80GB HDD, CD-RW, Mouse, Keyboard, 550 VA UPS			
	1	20" Flat Panel Monitor			
	1	Epson 4990 Flat Bed Scanner USB 2.0			
	1	Sony CCD Video Camera			
	1	FlashBus MV Lite Interface Card			
	1	HP 2420 B/W Laser Printer			
		Workstation - Tenprint and NSW (GWS-TN)			
	1	Optiplex GX620 Pentium D processor, 2GB RAM, 80GB HDD, CD-RW, Mouse, Keyboard, 550 VA UPS			
	1	20" Flat Panel Monitor			
	1	Epson 4990 Flat Bed Scanner USB 2.0			
	1	HP 2420 B/W Laser Printer			
	Hardware Install		$ 2,800		
	Software		$ 179,035		
	Quantity	**Description**			

		RM/SC
	1	RedHat Enterprise Linux AS 4.0
	30	Oracle 10g Database Standard Edition – Named User Licensing ASFU license
	30	BEA-Tuxedo Run-time Concurrent User License (V8.1)
	1	NetVault Backup Software
		SMS
	2	RedHat Enterprise Linux AS 4.0
		Web Server - Clustered
	1	Windows 2003 Server Enterprise Edition (total 35 CAL)
		IPC
	2	Windows 2003 Server Standard Edition (total 5 CAL)
	2	AWARE WSQ
		GTC
	1	Windows 2003 Server Enterprise Edition (total 35 CAL)
	35	Oracle 10g Database Standard Edition – Named User Licensing ASFU license
	1	AWARE NIST Pack Server License
		DAS (NIST Archive) - Clustered
	2	Windows 2003 Server Enterprise Edition (total 35 CAL)
	2	Microsoft® SQL Server™ 2005 Standard (1 Socket),OEM,NFI
	1	EMC Networker
	2	AWARE NIST Pack Server License
		DR site SAN Storage
	1	NaviSphere Manager Enterprise (8+ HOSTS) for CX3-40
	1	EMC PowerPath ENT For Linux (per Server Lic)
	4	EMC PowerPath For ENT Windows (per Server Lic)
	1	EMC-SnapView License
	1	EMC-MirrorView License

		Production site SAN Storage
	1	EMC-SnapView License
	1	EMC-MirrorView License
		IMARS – Reports Repository
	1	Windows 2003 Server Standard Edition (With 25 CAL)
		Print Server
	1	AWARE Accuprint Server
	1	AWARE NISTPack For Workstation
		Card Scanner Station & Scanner Subsystem
	1	Mentalix FedSubmit Application
		Workstation – Verify [GWS-V]
	3	Windows XP Professional with SP2
	3	Aware NISTPack for workstation
	3	Aware WSQ Plugin
	3	Aware AccuPrint Plugin
		Workstation – Latent [GWS-L] – All Remotes will connect to DR system in DR situation
		None
		Workstation - Tenprint and Latent [GWS-TL]
	1	Windows XP Professional with SP2
	1	Aware NISTPack for workstation
	1	Aware WSQ Plugin
	1	Aware AccuPrint Plugin
		Workstation - Tenprint and NSW (GWS-TN)
	1	Windows XP Professional with SP2
	1	Aware NISTPack for workstation
	1	Aware WSQ Plugin
	1	Aware AccuPrint Plugin

	1	Mentalix Runtime API		
	Software Install	$ 2,800		
	Verification of Business Requirements (includes all customized s/w development and testing)	$ 95,429		
G.	**Subtotal Cost of A through F items.**	**$ 4,172,457**		
H.	**Maintenance Phases (4, 6, 7 & 8) equipment and software** (includes Help Desk and Tech Support) The costs reflected in this table were provided in the original contract (071B7200080) and identified in NEC's proposal as a reflection of then-current technologies and NEC's best practices . Maintenance charge will depend on final configurations and the equipment installed as agreed upon between NEC and MSP.	**$ 386,670**		Maintenance includes two year warranty and two years maintenance on new system.
	Breakdown of costs includes			

Phase	Phase Description	Year 1	Year 2	Year 3	Year 4	Year 5		Total By Phase
Phase 4 (optional)	Event based matching H/W	$	$ -	$ -	$ 14,589	$ 15,026	=	**$ 29,615**
	Event based matching S/W	$ -	$ -	$	$ 6,052	$ 6,234	=	**$ 12,286**
Phase 6 (optional)	Mobile ID H/W	$ -	$ -	$	$ 37,127	$ 38,240	=	**$ 75,367**
	Mobile ID S/W	$ -	$ -	$	$ 9,569	$ 9,857	=	**$ 19,426**
Phase 7 (optional)	Integrated Image/Archive H/W	$ -	$ -	$ -	($ 2,148)	($ 2,213)	=	**($ 4,361)**
	Integrated Image/Archive S/W	$ -	$ -	$ -	($ 4,456)	($ 4,589)	=	**($ 9,045)**
Phase 8	Disaster	$	$	$	$ 107,385	$ 110,607	=	**$ 217,992**

	(optional)	Recovery System H/W	-	-	-				
		Disaster Recovery System S/W				$ 22,360	$ 23,030	=	**$ 45,390**
	Total by year		**$**	$ -	**$**	**$ 190,478**	**$ 196,192**	=	**$ 386,670**
I.	**Total for G and H**				**$ 4,559,127**				

Table 1-A: Additional Options

A.	**10 Additional Latent Terminals**	**$ 549,200**		
	Breakdown of costs include:			
	Hardware	$80,470		

Quantity	**Description**
	Workstation – Latent [GWS-L]
10	Optiplex GX620 Pentium D processor, 2GB RAM, 80GB HDD, CD-RW, Mouse, Keyboard, 550 VA UPS
10	20" Flat Panel Monitor
10	Sony CCD Video Camera
10	FlashBus MV Lite Interface Card
10	HP 2420 B/W Laser Printer

	Software	$468,730		

Quantity	**Description**
	Workstation – Latent [GWS-L]
10	Windows XP Professional with SP2
10	Aware NISTPack for workstation
10	Aware WSQ Plugin – DAS Browse
10	Aware AccuPrint Plugin – DAS print
10	GWS-L SW License (NEC)

B.	**Additional Expansion Maintenance – AFIS 7 million and Archive 10 million**	**$ 48,269**		**Two year warranty and two years maintenance.**
C.	**10 Additional Latent Terminals Maintenance**	**$ 190,800**		**Two year warranty and two years maintenance.**
	Breakdown of maintenance costs includes			**For the Additional AFIS Expansion, Maintenance will begin on December 1, 2011 following contract renewal.**

Options	Phase Description	Year 1	Year 2	Year 3	Year 4	Year 5		Total By Option
Additional AFIS Expansion	Additional AFIS Expansion H/W	$	$ -	$ -	$ 17,726	$ 18,257	=	**$ 35,983**
	Additional AFIS Expansion S/W	$	$ -	$ -	$ 6,052	$ 6,234	=	**$ 12,286**
10 Additional Latent Workstations	10 Additional Latent Workstation H/W	$ -	$ -	$	$ 7,940	$ 8,179	=	**$ 15,119**
	10 Additional Latent Workstation S/W	$	$ -	$ -	$ 86,050	$ 88,631	=	**$ 174,681**
Total by year		**$**	$ -	**$**	**$ 117,768**	**$ 121,301**	=	**$ 239,069**

D.	**Total Cost of Additional Options**	**$788,269**		

Total Costs

No.	Cost Categories	Cost ($)	Comments
A.	**Total Costs From Summary of Project Cost table**	$ 4,559,127	Phases 4,6,7 & 8 Including two year warranty and two years maintenance on new system.
B.	**Additional Options and Maintenance (Table 1-A)**	$ 788,269	
C.	**Total Value (if selecting Mega Phase B and all optional phases)**	$ 5,347,396	

All optional pricing and proposed configurations are subject to change due to the availabilities of components (both hardware and software). Final system design configuration was agreed by both MSP and NEC.

The total remaining value of Contract #071B0200189 is $4.675,442.96. The total value identified in the table above includes pricing for the remaining options and maintenance that may be purchased by the State during the contract period, The State cannot exceed the $4.675,442.96 without Administrative Board Approval.

Optional Milestone System Pricing w/out Maintenance

Option (PO Number) provided for items purchased	**Phase Description**	**Discovery Phase (10%)**	**Design and Specifications (15%)**	**Development and Implementation (15%)**	**Hardware and Software (25%)**	**Production, Preparation, Training, and Acceptance (25%)**	**Enterprise Development (10%)**	**Total Payments**
Base + Mega Phase B* (084N7202228)	Base Configuration (Phase 0A & 0B) + PALM (Phase 1) + SLAP (Phase 2) + ELMA (Phase 3) + 10F (Phase 5)	$ 416,465	$ 624,698	$ 624,698	$ 1,041,163	$ 1,041,163	$ 416,464	**$ 4,164,651**
Card Conversion	100,00 Palm card conversion	$ 36,500	$ 54,750	$ 54,750	$ 91,250	$ 91,250	$ 36,500	**$ 365,000**
Phase 4	Event Based Matching Upgrade	$ 67,339	$ 101,009	$ 101,009	$ 168,349	$ 168,349	$ 67,339	**$ 673,394**
Phase 6	Mobile Identification Upgrade	$ 42,541	$ 63,812	$ 63,812	$ 106,353	$ 106,353	$ 42,541	**$ 425,412**
Phase 7	Integrated Archive Upgrade	$ 63,302	$ 94,953	$ 94,953	$ 158,256	$ 158,256	$ 63,303	**$ 633,023**
Phase 8	Standalone Distater Recovery System - Expansion 2.0M/3.0M	$ 121,168	$ 181,753	$ 181,753	$ 302,921	$ 302,921	$ 121,168	**$ 1,211,684**
Additional Expansion Option (084N8203047)	AFIS/Archive expansion to 7M & 10M	$ 29,116	$ 43,673	$ 43,673	$ 72,789	$ 72,789	$ 29,116	**$ 291,156**

10 Additional Latent Workstations Option	10 additional GWS-L	$ 54,920	$ 82,380	$ 82,380	$ 137,300	$ 137,300	$ 54,920	**$ 549,200**

* Mega Phase B includes Phase 0A, 0B, 1, 2, 3 & 5.

Appendix H

Transactions hit by 1 to 1 hit must be completed with in one (1) minute.
Transactions needing full technical search must be competed with in 15 minutes.

Edit screen must display all 14 NIST type 4 images. Each image can be edited on the 14 image screen or zoomed for editing.

Sample Threshold Decisions AFIS

AFIS must enable the law enforcement agency to define and establish configurable values for automated thresholds. The chart outlines the system-configured settings that will be implemented in the AFIS at the time of acceptance testing.

The follow functions must have easily adjustable thresholds to determine whether manual intervention is required. Quality control (manual edit), asterisk candidates, 1 to 1 and 1 to n matching, and ten-print auto-hit.

All verify functions must have easily adjustable settings at system, terminal and operator level for the length of the candidate list. The following is an example list of functions, ten-print (TI), ten-print to latent (T/LI), latent (LI), latent to latent (L/LI) and latent candidate merge. The length of the candidate list will also limit the number of images return to the operator for verification.

Automated Workflow Management Facility (AMF)

AFIS must have automated workflow and manual workflow for ten-print processing. The automated workflow allows the system to process and make decisions based on thresholds and decision trees predefined by MSP.

The system must have the following automated functions:

Feature Extraction (FE)

AFIS must be able to perform FE on electronic data without hard card operator review. Thresholds must be easily configurable at customer's request which determine when the system needs operator assistance with feature extraction.

Automatic Classification (AC)

AC must allow the system to determine fingerprint patterns without operator intervention. Thresholds must be easily configurable at customer's request which determine when the system needs operator assistance with AC.

Quality and Finger Sequence Check

AFIS must perform fingerprint quality and sequence check. System must determine when operator assistance is needed. Thresholds must be easily configurable at customer's request which determine when the system needs operator assistance.

Edit Reason Code

The system must display to the operator why the transaction is sent to the operator for editing. The following is a list of possible reasons.

- Core Placement
- Check Quality (Low minutiae count)
- Finger Sequence Check

Edit Reject

The system must have the edit reject capability for the operator. When the transaction is rejected by the image edit operator, the operator will manually purge the transaction from the JOBQ after performing all necessary manual intervention.

Name Search & Verification
AFIS copies the original NIST Type 1, 2, and 4 record received from the live scan or card scan system. The name search itself is performed by the CHS. 0 through 3 name search hit (SID) is returned from CHS. The SID number is then automatically verified using a 1:1 matching verification process.

"Hit"/"No-Hit" Decision Logic
The automated process retrieves the minutia data from the AFIS database for the SID number returned as the result of the name search. These minutia data are then used for matching against the input transaction (SID) minutia. The system selects the best quality pair and 2nd best quality pair. This selection is based on the quality of the 10 fingers as derived from the system search and the file. AFIS then performs the 1:1 matching. If CHS returns no SID, the system sends the transaction to a technical search (TI) process. The system logic for automating the best quality pair decision is based on the rank order shown in the following table:

Automated Technical Search (TI)
The system must provide automated TI search and verification. Thresholds must be easily configurable at customer's request which determine when the system needs operator assistance.

If a transaction does not produce a candidate from the CHS or, a 1TO1 NO-HIT, the AFIS automated workflow forward the transaction for a technical search process (TI). AFIS performs auto classification (AC). The system then performs a TI.

Automated Technical Search Verification
AFIS performs technical search verification for candidates marked by the system assigned asterisk as a result of a technical search (TI). If the results produce "no asterisk" candidates, AFIS considers the search result a "no-hit".

If the TI results in a candidate score that exceeds the TI threshold score, AFIS rules the result as an "auto-hit".

If there are two or more candidates and those scores exceed the threshold, the system sends the transaction to Consolidation Verification (CV).

Image Visual Verification (VV)
Upon completion of the TI process, the AFIS identifies transaction results requiring image Visual verification (VV) from technical search results. The following system logic has defined these conditions for requiring IV:

On AFIS, an operator performs VV (side-by-side visual verification) at the AFIS TERMINAL-V and he/she determines whether it is a "hit" or "no-hit".

Consolidation Verification (CV)
The consolidation process results from multiple name search hits or the technical search processes within AFIS. Once a transaction is identified as a consolidation scenario, the consolidation verification (CV) processing is a manually controlled operator decision process.

Manual Manipulation Facility (MMF) Ten-print

Manual inputs are those transactions that enter the host system through "hands-on" or human intervention. An operator provides input to the host system through the fingerprint workstation. Workstations receive ten-print and latent manual input. These functions are described in detail in the following sections.

1. Ten-print Input acquires rolled electronic fingerprint images from a number of sources.

2. Ten-print Inquiry (TI) against the rolled print database compares an input rolled print(s) against the rolled print database and produces a candidate list.
3. Ten-print Re-Inquiry (TRI) against the rolled print database re-initiates a ten-print Inquiry using the same input rolled print(s) but different demographic information. Ten-print Re-Inquiry is initiated from an existing TI.
4. Verification and charting manually verifies an inquiry result.
5. Ten-print Registration (TR) enters an input rolled ten-print into the system controller's rolled print database.
6. Rolled Print Substitution Subsequent (RS-S) substitutes higher quality rolled print(s) for lesser quality prints in the rolled print databases.
7. Ten-print Inquiry against the unsolved latent database (T/LI) compares search print(s) against latent prints in the unsolved latent database and produces a candidate list.
8. Ten-print Re-Inquiry against the unsolved latent database re-initiates a ten-print inquiry against the unsolved latent database using the same search print(s) but different demographic information. Ten-print Re-Inquiry against the unsolved latent database is initiated from an existing T/LI.
9. Ten-print Inquiry Two (TI#2) against the rolled print database with a file print compares a file rolled print against the rolled print database and produces a candidate list.
10. Ten-print Inquiry Two (T/LI#2) against the unsolved latent database with a file print compares a file rolled print against the unsolved latent database and produces a candidate list.
11. Ten-print Update (TU) modifies the demographic or descriptive data registered in the rolled print database.
12. Ten-print Delete (TD) deletes a file print from the rolled print database.

Scanned

14 – Fourteen images are scanned (ten rolled images and four slap images). All fourteen prints are extracted so that the automatic sequence check algorithm can run. Extracting fourteen prints also allows the operator to substitute a slap print for a bad rolled print. The operator can specify which fingers are registered in the RDB-T, or use the system configured default.

Card Scanning Mode

Free Format – In free format mode, the selected fingerprint format template controls the initial placement of the finger boxes on an image of the scanned fingerprint card presented to the operator. The operator may then adjust the position of the finger boxes to best fit over the rolled and slap prints. The operator may position a rolled print finger box over the corresponding slap print to substitute the slap print image for a poor quality rolled print. In this case, the operator may adjust the width of the rolled print finger box to better crop the smaller slap print. The operator may adjust the alignment of a rolled print finger box to adjust for a skewed print.

The AFIS TERMINAL controls and monitors the NEC scanner during the scanning process. Directions are presented to the operator that are coordinated with commands to the scanner (e.g., when to insert the card, when to remove the card).

Archive System Manipulation Functions

The archive system will store a full NIST record for every retainable transaction. The system and each card must be indexed accessible by SID and TCN. There will be multiple records for a SID and only one record for a SID and TCN combination. All fourteen images and demographic data will be displayed on the AFIS terminal. The operator can then get and display next and previous NIST cards for this candidate. The operator can choose to print all fourteen NIST images with the data as defined on the fingerprint card.

The system must be easily configurable to change which NIST records it will store (1, 2, 4, 10, 15). With phase 0 type 1, 2, 4 are required. If phase 1 is purchase type 15 (palm) will be required. At this time type 10 (photo) is store on MSP's mug shot system and will not be stored on AFIS.

The system can be accessed from AFIS terminals, remote, Central Records or Data Center. The operator can enter SID or SID and TCN to access the NIST record. Central Records and Data Center can request the card or cards to be sent to the terminal printer with the minimal data, or to the print server for a complete card.

All functions are controlled by the User Authorization File (UAF).

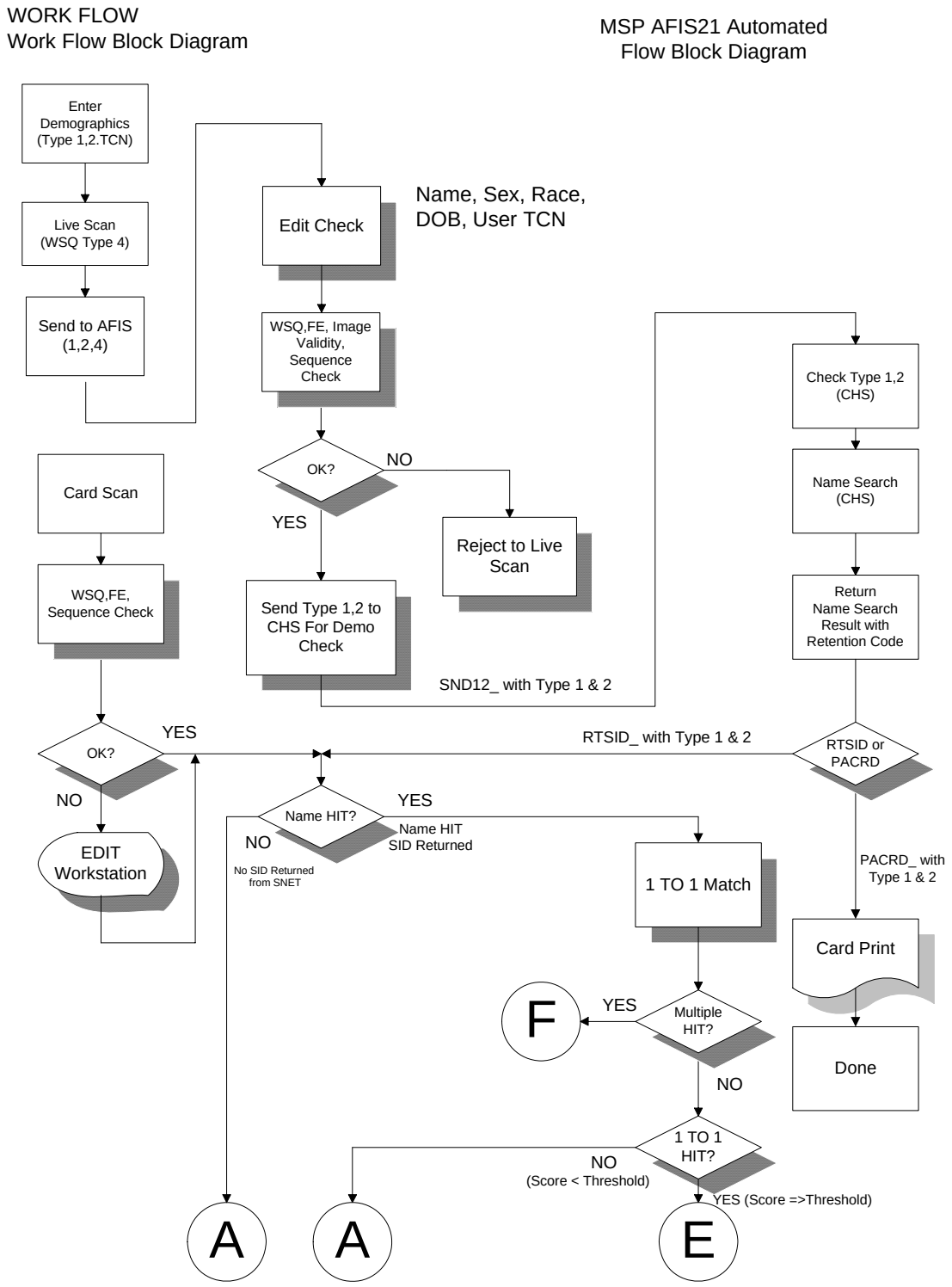
Major functions are described below.

Manual Update
An authorized operator calls up a record by SID or SID and TCN. The system will display all fourteen NIST images, SID, TCN. The operator can update/change the SID. If change SID is requested the operator will be prompted for his request and will be asked if only the current card or all cards for this SID be changed.

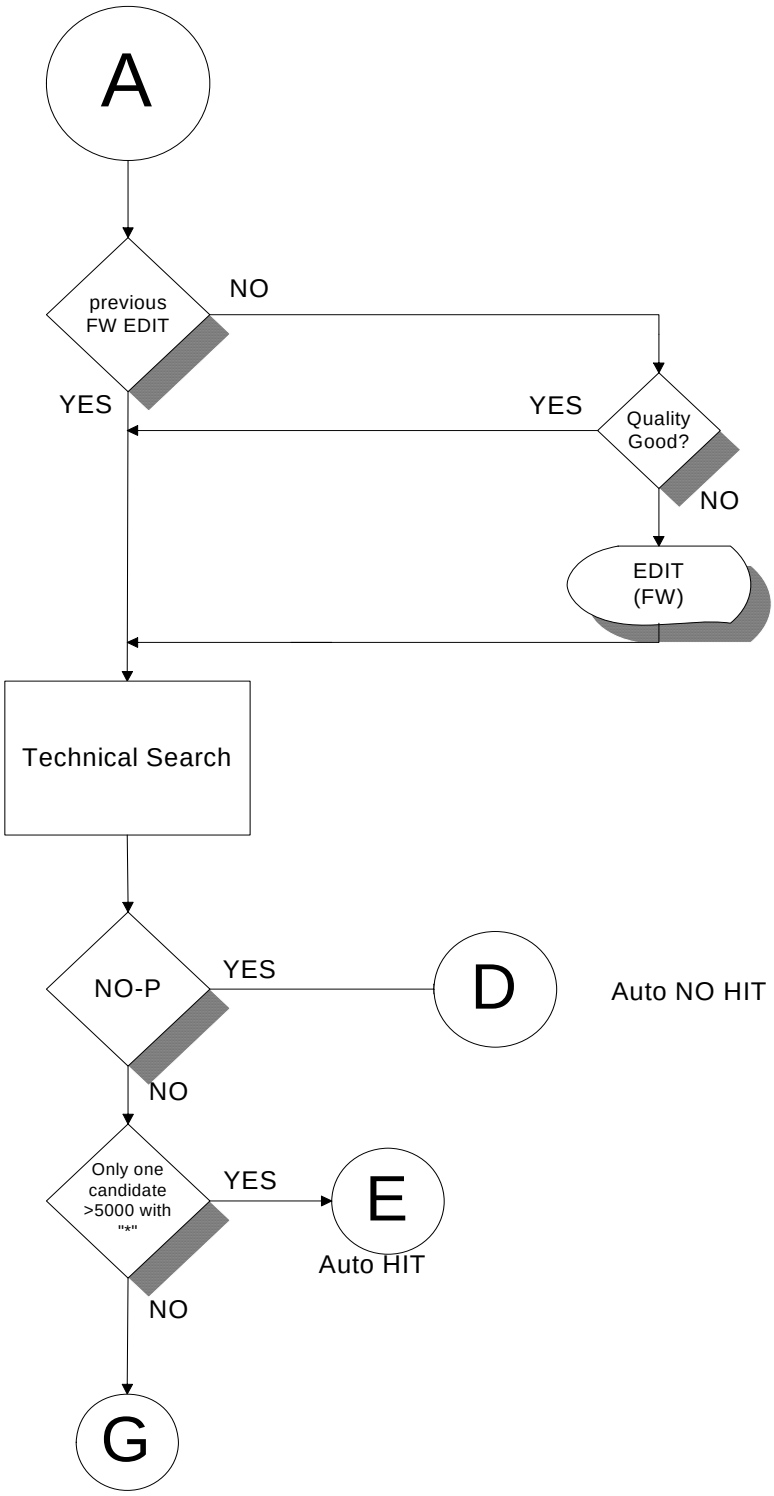
Manual Delete
An authorized operator calls up a record by SID or SID and TCN. The system will display all fourteen NIST images, SID, TCN. The operator will be prompted at the operator's request and will be asked if only the current card or all cards for this SID be deleted. The operator will be prompted again on the selection. The operator can cancel or hit OK. The system will automatically print all NIST records to the print server that was requested to delete.

All manual updates and deletes will be reported daily automatically. If no actions were done a report will be produced. Items to be included on this report are SID and TCN, name, race, sex, date of birth, action taken (if update is what was changed), operator, terminal date and time of the action.

Automated Ten-print Workflow



No SID Returned from SNET, No 1 TO 1 Hit, Poor Quality, Bad Sequence



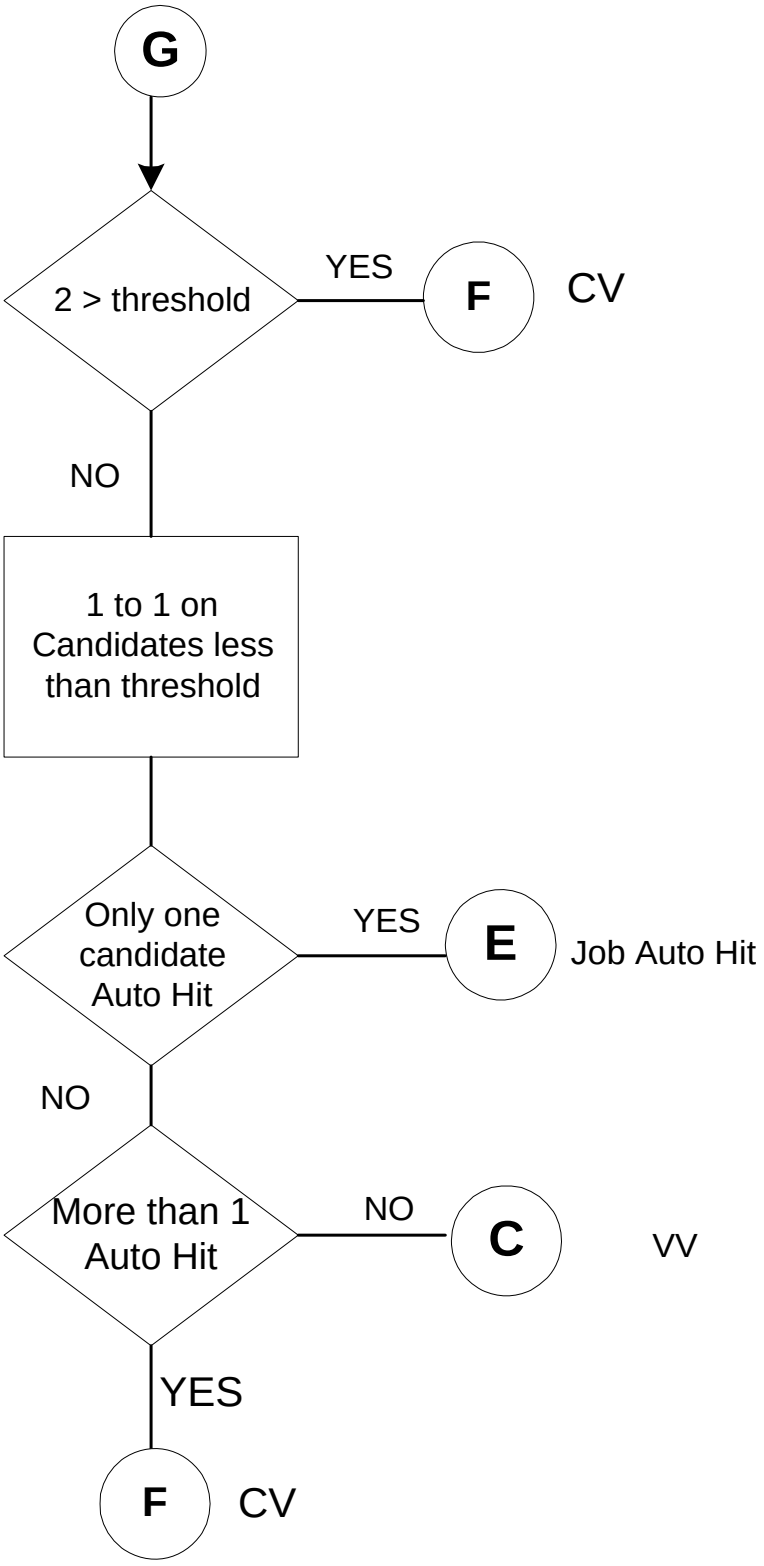
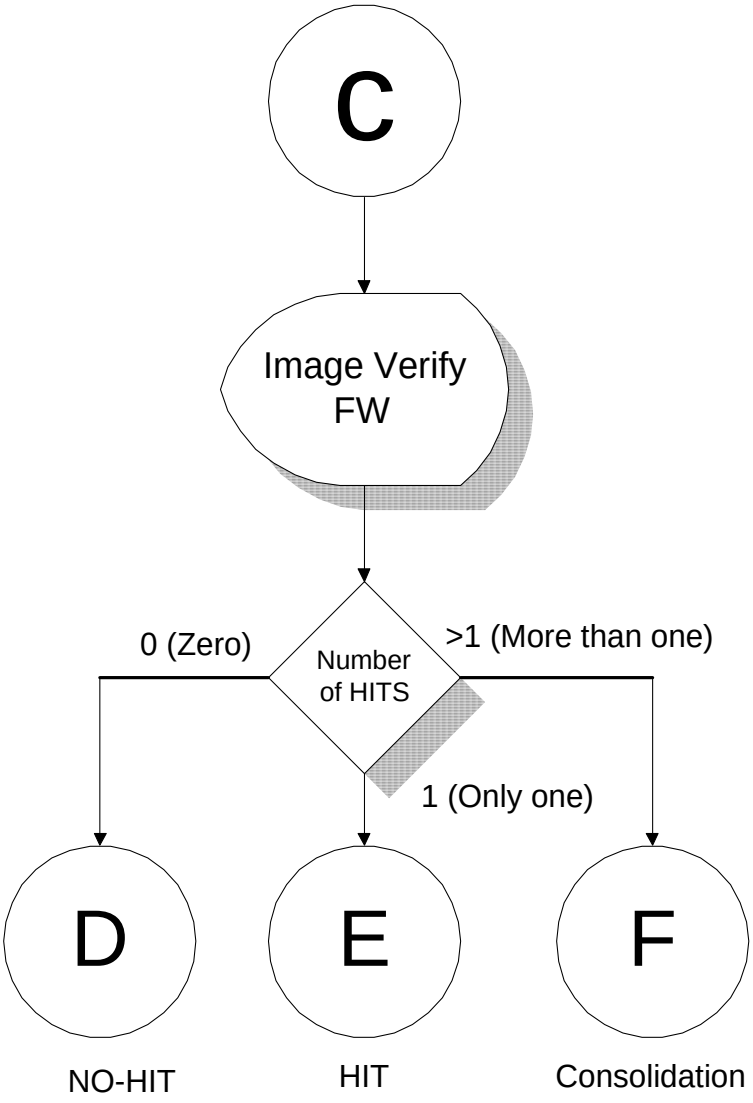
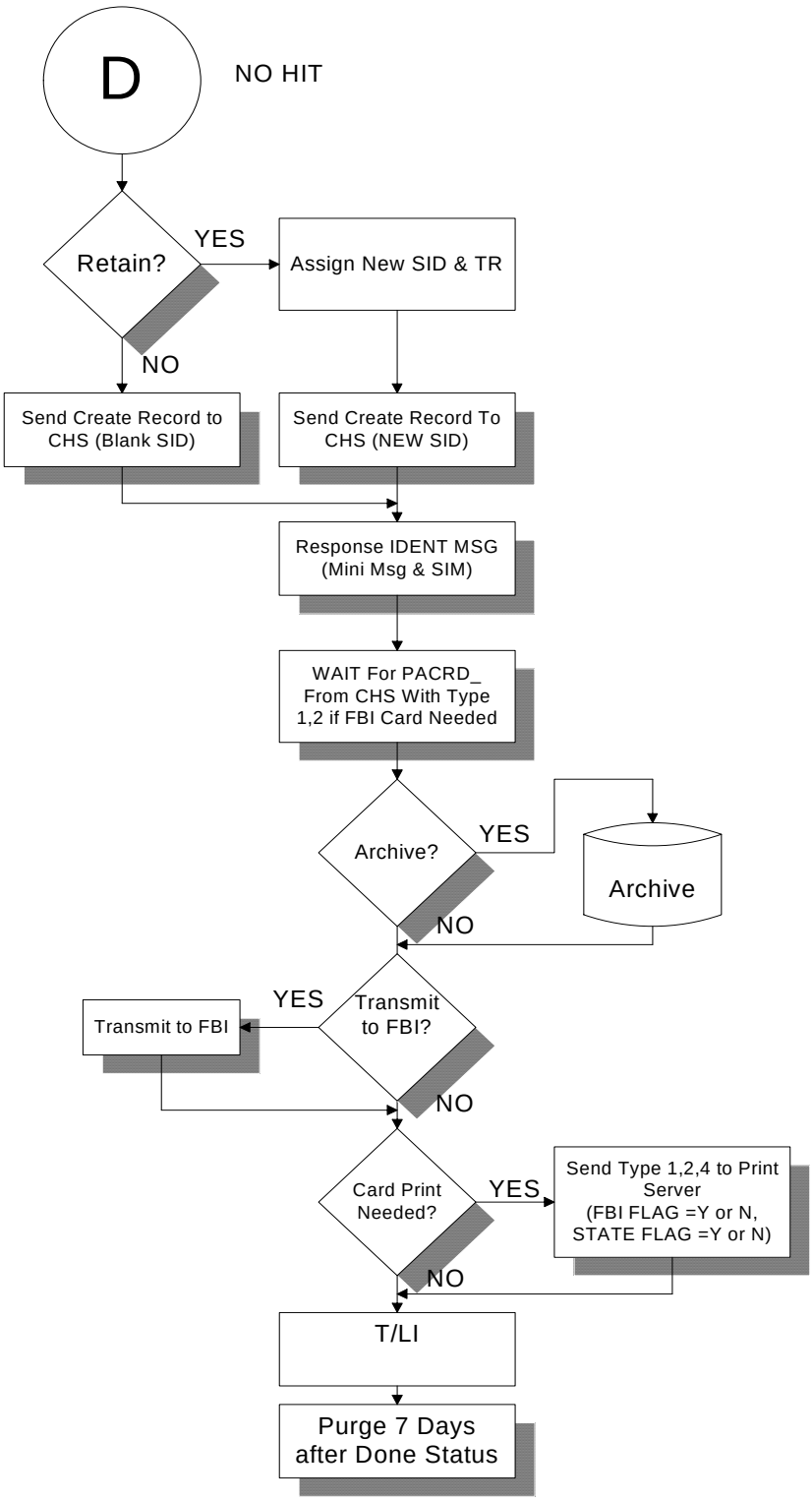

G
2 > threshold
YES
F
CV
NO
1 to 1 on Candidates less than threshold
Only one candidate Auto Hit
YES
E
Job Auto Hit
NO
More than 1 Auto Hit
NO
C
VV
YES
F
CV

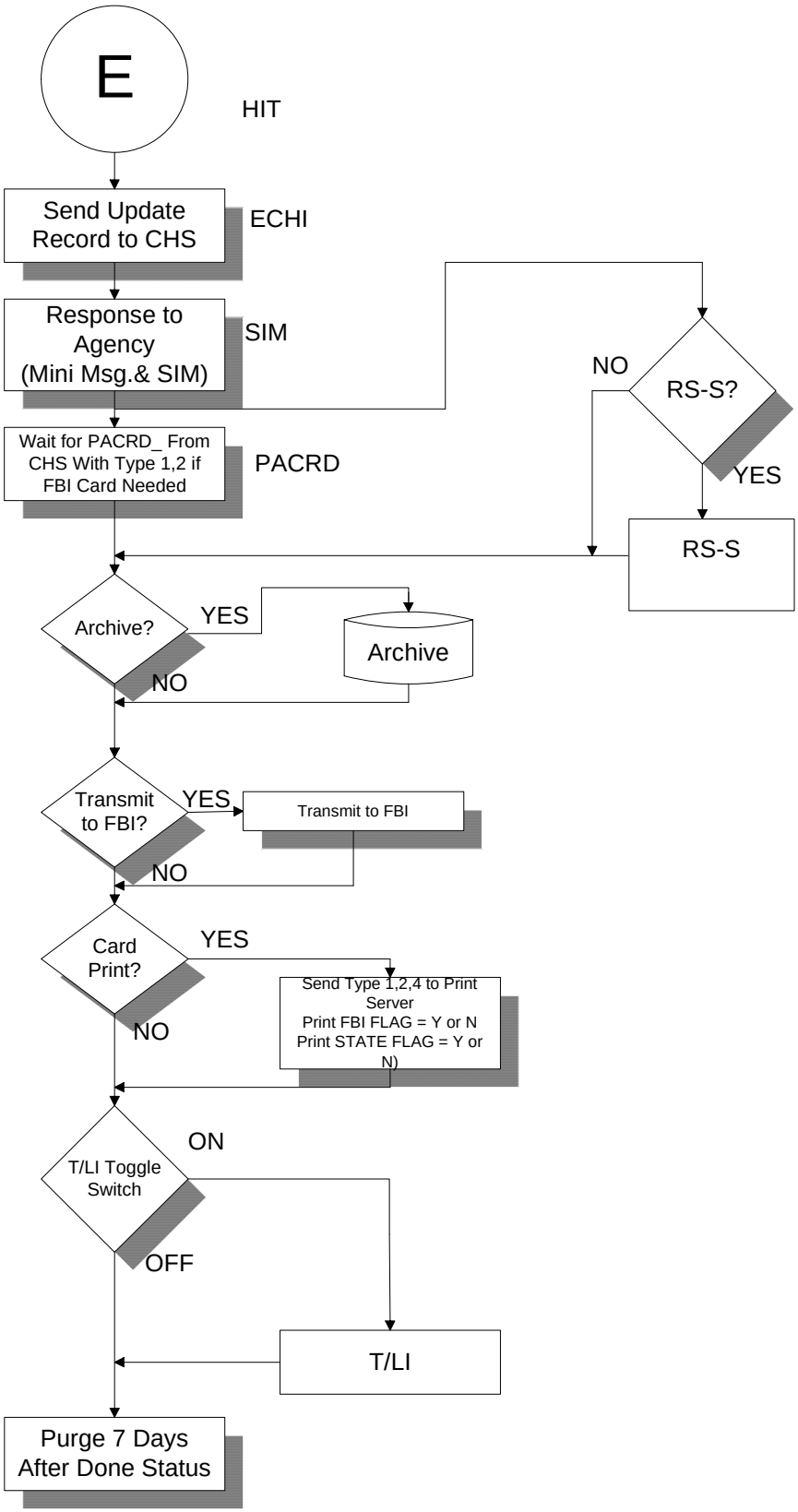
Image Verify



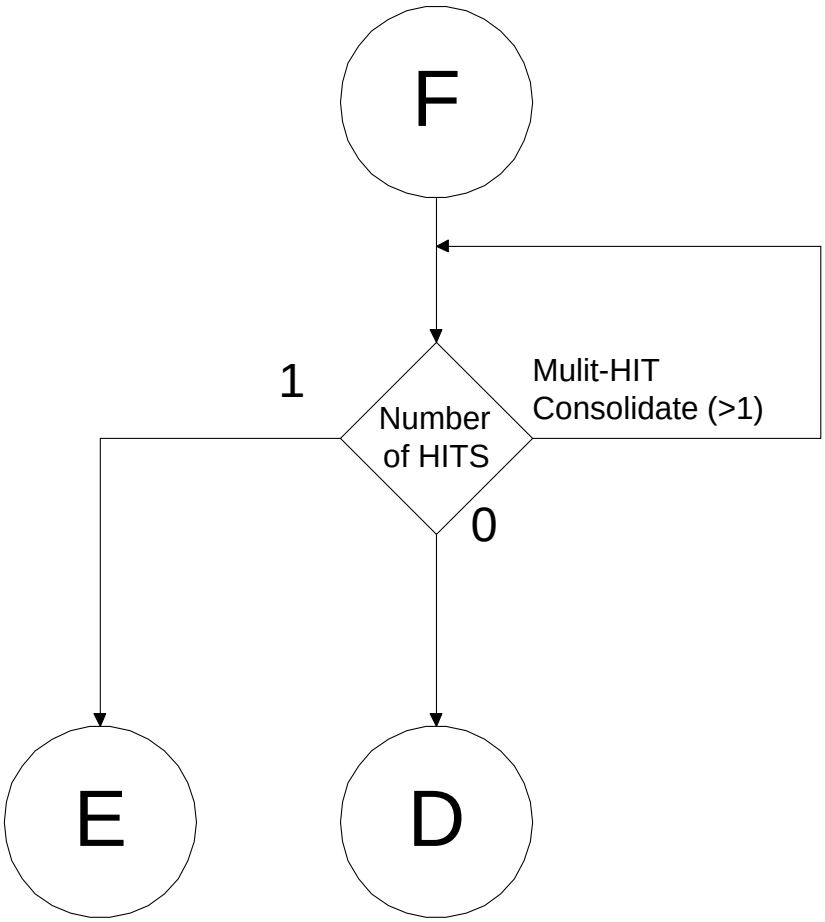
NO HIT


D
NO HIT
Retain?
YES
Assign New SID & TR
NO
Send Create Record to CHS (Blank SID)
Send Create Record To CHS (NEW SID)
Response IDENT MSG (Mini Msg & SIM)
WAIT For PACRD_ From CHS With Type 1,2 if FBI Card Needed
Archive?
YES
Archive
NO
Transmit to FBI?
YES
Transmit to FBI
NO
Card Print Needed?
YES
Send Type 1,2,4 to Print Server (FBI FLAG =Y or N, STATE FLAG =Y or N)
NO
T/LI
Purge 7 Days after Done Status

HIT


E
HIT
Send Update Record to CHS
ECHI
Response to Agency (Mini Msg.& SIM)
SIM
NO
RS-S?
YES
Wait for PACRD_ From CHS With Type 1,2 if FBI Card Needed
PACRD
RS-S
Archive?
YES
Archive
NO
Transmit to FBI?
YES
Transmit to FBI
NO
Card Print?
YES
Send Type 1,2,4 to Print Server
Print FBI FLAG = Y or N
Print STATE FLAG = Y or N)
NO
T/LI Toggle Switch
ON
OFF
T/LI
Purge 7 Days After Done Status

Consolidation



Automated Workflow Outline

Data input

Live Scan:
Live scan will send image and demographic data according to type 1, type 2, type 4, type 10 and type 15 record layouts outlined by MSP to AFIS with the TCN (2-2-6-1) assigned. This TCN is auto generated or manually entered at the Live Scan.

Quick Edit Check
AFIS will perform quick edit check of NAME, SEX, RACE, VALID TCN, DOB, image quality check, finger sequence check and the duplication of a valid user TCN is done. In case of errors in any of those fields, an error message is returned to the LS. The received type 1, 2 and 4 are deleted from AFIS. Live scan must re-transmit the entire record after correction of problem fields. If the received records pass this preliminary check, an accept message is returned back to the live scan for the specific user TCN.

Live Scan Image Processing
Image Validity is defined as the presence of at least one rolled type 4 data record having at least ten minutia points in the NIST submission that can pass Feature Extraction.

Image Quality will be calculated from the Evaluation of Card Quality formula. AFIS TERMINAL EDITS based on poor image quality from Live Scan prints will be checked after a 1 to 1 Match is performed. The EDIT flags will be used for deciding if EDITing was performed previously (In the case of a Card Scan EDIT).

Send Type 1 and 2 records to CHS.
AFIS sends Type 1 and 2 records to CHS for all transactions received by live scan. CHS performs complete edit checks and name search. If the data check is OK, CHS only returns NAME SEARCH RESULT (up to 3 SIDs).

If there are errors in data fields, name search result is returned with entire type 1 and 2 records attached. AFIS will check the retention code, at this time, and process accordingly.

Card Scan
Fingerprint cards will be read with an Image Scanner and sent to the AFIS in the same image format as the Live Scan units. The demographic data will be entered into the CHS system and merged in the AFIS. The demographic data will always precede the image data arriving at the AFIS. If images are received for a User TCN at the AFIS before demographic data is received at the AFIS, the images will be rejected at the AFIS. The User TCN will be used to mate the images to the demographic data. A bar code will be used on the fingerprint card to read the User TCN on the Card Scanner.

Card Scan Image Processing.
When the card is scanned AFIS checks Feature Extraction, Sequence Check and Quality. If the result from the Evaluation of Card Quality formula is below the threshold, The Card Scan transaction is sent to the IMAGE EDIT function for Operator EDITing.

EDITing of Live Scan Transactions will not be performed before the chance of a 1 to 1 match can be executed.

The AFIS TERMINAL Operator will be able to Reject the transaction at the EDIT function and PURGE the Transaction if the Card Scan images are unusable.

NAME SEARCH
The name search will result in 0 up to 3 candidates in the RTSID message from CHS. The RTSID message will contain the SID numbers of the name hits.

In the case of Name Search candidates returned form CHS, minutia matching will occur. AFIS then performs the 1:1 matching. For scores above threshold, it will be considered a HIT.

In case of more than one candidate, (for scores above threshold) multiple HITS will be processed in the Consolidation function at the AFIS TERMINAL. For scores below threshold and name search 0 candidates, transaction is considered as NO-HIT for the Name Search. The candidates are kept in the system for an eventual Visual Verification in case a Technical Search results in a no hit.

Note: A PACRD message can be returned from CHS instead of a RTSID_. In this case the transaction will print a card to the Card Print Server, then the job will end.

NAME SEARCH HIT (1 TO 1)
The hit information is sent to the CHS (Update record with SID).

If the search prints are of better an RS-S is performed.

Subsequently, T/LI is performed (all ten fingers from search card). As post process, AFIS will wait for CHS request of print or archive state/FBI card or transmit to FBI.

AFIS queue (TCN) for all cases is deleted 7 days after Done Status.

MULTIPLE NAME SEARCH HIT.
A maximum of 3 SIDs can be returned in the RTSID message from CHS. If there are multiple 1 to 1 HITS, the transaction will proceed to Consolidation Verify and be handled manually by MSP personnel on CHS.

NAME SEARCH NO-HIT
Name search no-hit is a result from 0 SID on name search result or multiple SIDs on name search result but none achieving the threshold from the 1 to 1 matching.

TECHNICAL SEARCH NO-HIT
Conditions:

- No asterisk (“*”) candidate or no candidates.
- Image Visual Verification: operator's determination = “NO-HIT”

POST TECHNICAL SEARCH NO-HIT IMAGE VERIFICATION
Once the TI is determined as no-hit, operators will have to visually verify candidates of the name search result.

Up to 3 SIDs can be verified. If more than one SID is determined as HIT, the transaction will proceed to the Consolidation Verify. If no SID needs to be verified, transaction is set as NO-HIT.

NO-HIT TRANSACTIONS POST PROCESSING
The type2 retention flag is checked. If transaction has retention flag on, AFIS assigns a new SID and registers the card. Independent of retention flag, T/LI is performed for all transactions.

Create Record message is sent to CHS. Response message of no-hit is sent to agency via gateway/e-mail. CHS returns Print or Archive state/FBI card record. Printing cards and transmission to FBI is performed if necessary. TCN deleted 7 days after Done Status.

TECHNICAL SEARCH HIT

Auto hit transaction:

- Transaction with one candidate above hit threshold independent of existence of other candidates with (*) asterisks.

Transactions for verification:

- Transaction with candidates with (*) asterisks but none above hit threshold.

Multiple Hit transaction:

- Transaction with more than 1 candidate considered as hit either by auto-hit, or image verification.

Single Hit transaction:

- Transaction with one candidate considered as hit either by auto-hit or by image verification.

♦Single Hit transaction processing:

CHS checks retention flag.
Search prints of better quality than the file prints condition check and perform RS-S if it meets the thresholds.
Perform T/LI.

Send update Record message is sent to CHS.

Print or Archive state/FBI card message sent from CHS to AFIS.
Card Printing and or transmission to FBI done if needed.
TCN purged 7 days after Done Status.

♦Multiple Hit transaction processing:

If transaction is found to have multiple hits, it's kept in Consolidation Verification (CV) queue. Operator will identify SIDs and consolidate in CHS. Operator returns to AFIS Consolidation queue and mark HIT only on one SID. "Duplicate" has to be marked to the SIDs consolidated in CHS. NO-HIT can be marked for SIDs previously marked as HIT.
AFIS will not issue automatic TD message for Multiple Hit processing. Once one SID is chosen, transaction returns to normal queue to be processed as SINGLE HIT.

CHS Generated TU and TD

Unrelated to AMF described above, CHS will issue unsynchronized TU and TD. The message format can be found in the AFIS/CHS message layout. These transactions do not need to be shown on AFIS transaction queue and the completion of these jobs can be reviewed through a management report (job list).

Suppressed Records Post Filter for RFI = "M"

MSP requires a post filter to eliminate Suppressed records from displaying on the Candidate Lists for Ten-print Processing.

MSP Suppressed Record Logic Post Filter.

Condition	Candidate Displayed on Candidate List
RFI = "M", Remote Input (Live Scan, Card Scan other than from CRD), Retainable	Yes

Condition	Candidate Displayed on Candidate List
Record	
RFI = “M” ,Remote Input (not CRD) Non-Retainable Record	No
RFI = “M”, Input from CRD (Input device A0, A1,...), All transactions (Retainable or Non-Retainable)	Yes
RFI = “M”, Manual TI input from Remote Terminal (other than CRD)	No
RFI = “M”, Manual LI from Remote Terminal	No

NOTE: All conditions: RFI = "M" only, if other RFI exist on SID the SID can be return for all conditions.

Below is a list of reports. Exact examples of these reports will be review at time of Discovery or Design.

ADMINISTRATIVE FUNCTIONS	
General AFIS 21 reports	
Monthly production report by terminal	
Monthly production report by agency	
Daily job list per terminal	
Daily job list per operator	
AFIS Console Generated Reports	
Daily Operation	
Daily Journal Save (Auto/Manual)	“Hit”/”no-hit” report
Daily Job Report (Manual)	FMP Report per function
Daily Job List 1	FMP Report per operator
Daily Job List 2	Count report of input transactions (weekly)
Job List for specified period of time	AFIS to AFIS transaction report
Job List per terminal for specified period of time	Job List per operator for specified period of time
Monthly Operation	
Monthly Count report of input transactions by MSP#	“Hit”/No Hit report
Monthly Operator function by operator ID report	Accumulate Job Log summary report by terminal group and target dates
Monthly Time track of login/logoff by operator report	Monthly Job Report (Manual)
Monthly DB Save (Auto)	Monthly File growth report

ADMINISTRATIVE FUNCTIONS	
Monthly live scan report by LS ID for finger quality report	Monthly FMP usage report
Monthly Journal Save (Auto)	
AFIS Utility Programs	
Database analysis program	Database reorganization program
Database check program	Database restore program
Database list program	Database save program
Job log update program	Database roll forward program
Database recovery program	Journal save program
Database partition program	Journal restore program
Database preparation program	
Tool Box for Administrator	
Dial in diagnostic facility	DB Part
DB Cold Save	Control Area Map
OPF List	DB Count
AMR List	Partition Area Space Report
FMP Log	Pattern Distribution Report
DB Statistics	Poor Quality Record List
Database Check Tools	
CDB to BDB Check	Database Map
BDB to CDB Check	Mapping and Checking
IIC Check	Create CDB Information Tape
IIC to CDB Check	Card Data Save/Load
CA Check	DB Maintenance
BDB (current track) to CDB Check	
General System Administration Tools	
Warm Startup	Batch LI2
Print Out (incomplete job)	Batch LD
DB List	System Parameter Change
Key No.	Mail Message
Key Item	Broadcast Message
CDB Dump	Trace Level Setting for Log
DB Purge	Startup/Shutdown
DB Update	Service Start/Stop
UAF (append/update/delete)	Stack Data Purge
TDF (append/update/delete)	Job Queue Purge
Recovery Administration	
Database recovery	IIC maintenance

ADMINISTRATIVE FUNCTIONS	
Server recovery	Trace level setting log
CA maintenance	
System Supervision	
Threshold Parameter Display	Abnormality Report
Subsystem Status Display	Terminal Connection Report
Service Status Display	Terminal Status Display
System Down Report	DB(Oracle/CA/IIC) Status Display
Supports expansion for Oracle compatible additional reporting tool	Control Area Dump
Configuration Management Log	INAS Event Log Report
Automatically exports old report data to a delimited text file to avoid overflow of Oracle tables	FMP Status Display
Expanded System Job Logging Features	
Batch purge out and update to database are logged	Adds operator ID and date/time for purged output
Maintains a logon/log off activity by operator tracked to workstation access for security auditing	Tables in Oracle support capability to add log as elements for report production

SYSTEM MONITORING
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01. Display Logged On Terminals
02. Display File System Status
03. Display Card Scan Image Queue count
04. Display Current Jobq Count
05. Display AFIS to AFIS Comm. Check
06. Terminal Network Conn. Check
07. Display AFIS Queue Counts
08. Display System Status
09. Print FBI Report
10. Display Signal File Check

TRANSACTION REPORTS
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19. AFIS - Daily
20. AFIS - Monthly
21. AFIS - Yearly
22. AFIS - Daily
23. AFIS - Monthly
24. AFIS - Yearly
25. Display Current Transactions
26. Print Card Scan RTSID Queue
27. Live Scan Quality - Specific Month
28. Operator Activity

DELETIONS
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11. Latents - Daily
12. Latents - Monthly
13. Ten-prints - Daily
14. Ten-prints - Monthly
15. Archive - Daily

SCORES
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29. One to One Score - Today
30. One to One Score - Specific Date
31. TI Hits By Score
32. One to One After TI - Daily
33. One to One After TI - Monthly

SECURITY
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16. User Authorization
17. Terminal Authorization

18. Operators not logged in N Days

Appendix I

The MSP issued purchase orders identified below were paid against NEC contract 071B7200080 prior to the merger to new NEC contract #071B0200189

084N7202224	$483,057.00	Maintenance 1/1/07 – 9/30/07
084N7202228	$4,164,651.00	Equipment Software Installation, Training and Data Conversion (Mega Phase B – Phase 0a, 0b, 1, 2, 3, 5)
084N8200265	$433,057.00	Maintenance 10/1/07 – 6/30/08 This reflects the 50K discount that was not removed from the current system maintenance (644,076)
084N8200266	$576,584.04	Lease (Brought Over from Previous Contract) Contract shows $481,881.26 for Lease purchase of current system. Should have been the amount noted at left.
084N8203047	$291,156.00	Equipment (closed)
084N8204444	$521,256.00	ID Network Palm Scanner Pass-through (CN 1 and CN2) Maintenance for this is covered on a separate contract with ID Networks 071B0200100.

$863,944.00 needed for maintenance years 4-5 for the equipment installed under the NEC contract 071B7200080.

The following information was reflected in the States financial system indicating the available remaining balance under previous NEC contract 071B7200080, for which the new NEC contract (#071B0200189) value was based on.

ORIGINAL CONTRACT (#071B7200080) AMOUNT : $11,145,204.00
REMAINING VALUE FOR THE NEW CONTRACT (#071B0200189) AMOUNT: 4,675,442.96