

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

March 17, 2010

CHANGE NOTICE NO. 14
to
CONTRACT NO. 071B5200227
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR L-1 Enrollment Services Division 1650 Wabash Ave – Suite D Springfield, IL 62704 cbrown@L1id.com	TELEPHONE (217) 726-1480 Chris Brown
	BUYER (517) 241-3768 Lance Kingsbury
	Contract Compliance Inspector: Kevin Dunn (517) 241-4225 Live Scan Services – Statewide
CONTRACT PERIOD: From: February 1, 2005 To: May 31, 2010	
TERMS Net 45 Days	SHIPMENT 30 Days ARO
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective April 1, 2010, this Contract is hereby EXTENDED through May 31, 2010.

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request (PRF dated 2/16/10), vendor agreement (email dated 3/1/10), Ad Board approval on 3/16/10 and DMB/Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$21,957,379.00

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

December 23, 2009

CHANGE NOTICE NO. 13
 to
CONTRACT NO. 071B5200227
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR		TELEPHONE (217) 726-1480
L-1 Enrollment Services Division 1650 Wabash Ave – Suite D Springfield, IL 62704 Cbrown@L1id.com		Chris Brown
		BUYER (517) 241-4225 Kevin Dunn
Contract Compliance Inspector: Kevin Dunn (517) 241-4225 Live Scan Services – Statewide		
CONTRACT PERIOD: From: February 1, 2005		To: March 31, 2010
TERMS	Net 45 Days	SHIPMENT 30 Days ARO
F.O.B.	Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby **EXTENDED** through **March 31, 2010**.
 Additionally, **\$1,981,900.00** is added to this Contract as follows:

DEPARTMENT OF HUMAN SERVICES:	\$309,500.00
DEPARTMENT OF COMMUNITY HEALTH:	\$1,650,000.00
MICHIGAN GAMING CONTROL BOARD:	\$10,000.00
DEPARTMENT OF CORRECTIONS:	\$3,000.00
DEPARTMENT OF STATE:	\$9,400.00

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request, Ad Board approval on 12/15/09 and DMB/Purchasing Operations' approval.

REVISED CURRENT AUTHORIZED SPEND LIMIT: \$21,957,379.00

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

December 23, 2009

CHANGE NOTICE NO. 12
 to
CONTRACT NO. 071B5200227
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR		TELEPHONE (217) 726-1480
L-1 Enrollment Services Division 1650 Wabash Ave – Suite D Springfield, IL 62704 Cbrown@L1id.com		Chris Brown
		BUYER (517) 241-4225 Kevin Dunn
Contract Compliance Inspector: Kevin Dunn (517) 241-4225 Live Scan Services – Statewide		
CONTRACT PERIOD: From: February 1, 2005		To: December 31, 2009
TERMS	Net 45 Days	SHIPMENT 30 Days ARO
F.O.B.	Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE (S):

Effective immediately the Contract Compliance Inspector for this Contract is changed to:

Kevin Dunn
 (517) 241-4225
DunnK3@michigan.gov

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per DMB/Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$19,975,479.00

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

August 11, 2009

CHANGE NOTICE NO. 11
 to
CONTRACT NO. 071B5200227
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR		TELEPHONE (217) 726-1480
L-1 Enrollment Services Division 1650 Wabash Ave – Suite D Springfield, IL 62704 Cbrown@L1id.com		Chris Brown
		BUYER (517) 241-4225 Kevin Dunn
Contract Compliance Inspector: Kevin Dunn (517) 241-4225 Live Scan Services – Statewide		
CONTRACT PERIOD: From: February 1, 2005		To: December 31, 2009
TERMS	Net 45 Days	SHIPMENT 30 Days ARO
F.O.B.	Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE (S):

Effective immediately the Contract Compliance Inspector for this Contract is changed to:

Kevin Dunn
 (517) 241-4225
DunnK3@michigan.gov

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per DMB/Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$19,975,479.00

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

February 24, 2009

CHANGE NOTICE NO. 10
 to
CONTRACT NO. 071B5200227
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR	TELEPHONE (217) 726-1480
L-1 Enrollment Services Division 1650 Wabash Ave – Suite D Springfield, IL 62704 Cbrown@L1id.com	Chris Brown
	BUYER (517) 241-4225 Kevin Dunn
Contract Compliance Inspector: Robert Grounds Live Scan Services – Michigan State Police	
CONTRACT PERIOD: From: February 1, 2005 To: December 31, 2009	
TERMS Net 45 Days	SHIPMENT 30 Days ARO
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, L-1 Enrollment Services Division, a division of Integrated Biometric Technology (IBT), will be providing the services defined in this Contract. There has been no change in the corporate name or the Federal ID Number (FEIN). The physical address and contact person remain unchanged as follows:

L-1 Enrollment Services Division
 1650 Wabash Avenue, Suite D
 Springfield, IL 62704
 Contact: Chris Brown

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per vendor request and DMB/Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$19,975,479.00

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

December 29, 2008

CHANGE NOTICE NO. 9
 to
CONTRACT NO. 071B5200227
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR		TELEPHONE (217) 726-1480
Identix Identification Services 1650 Wabash Ave – Suite D Springfield, IL 62704 Cbrown@L1id.com		Chris Brown
		BUYER (517) 241-4225 Kevin Dunn
Contract Compliance Inspector: Robert Grounds Live Scan Services – Michigan State Police		
CONTRACT PERIOD: From: February 1, 2005		To: December 31, 2009
TERMS	Net 45 Days	SHIPMENT 30 Days ARO
F.O.B.	Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE (S):

Effective January 1, 2009, this Contract is hereby EXTENDED through December 31, 2009. Additionally, \$4,679,000.00 is added to this Contract as follows:

- \$1,333,333.00 for Department of Human Services
- \$3,000,000.00 for Department of Community Health
- \$ 223,667.00 for Michigan Gaming Control Board
- \$ 25,000.00 for Department of Corrections
- \$ 97,000.00 for Department of State

PLEASE NOTE: The fingerprinting services per print fee has been reduced to \$13.50/per print. Additionally, the DMB Buyer for this Contract is now Kevin Dunn (517) 241-4225. All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request, Ad Board approval on 12/16/08, and DMB/Purchasing Operations' approval.

REVISED CURRENT AUTHORIZED SPEND LIMIT: \$19,975,479.00

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

April 29, 2008

CHANGE NOTICE NO. 8
 to
CONTRACT NO. 071B5200227
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR	TELEPHONE (217) 726-1480
Identix Identification Services 1650 Wabash Ave – Suite DSpringfield, IL 62704	Chris Brown
	BUYER (517) 373-1080
Melissa Castro	
Contract Compliance Inspector: Robert Grounds Live Scan Services – Michigan State Police	
CONTRACT PERIOD: From: February 1, 2005 To: December 31, 2008	
TERMS	SHIPMENT
Net 45 Days	30 Days ARO
F.O.B.	SHIPPED FROM
Delivered	N/A
MINIMUM DELIVERY REQUIREMENTS	
N/A	

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby **EXTENDED** through December 31, 2008. Additionally, \$5,289,753.00 is added to this Contract as follows:

- \$ 1,443,753.00 for Department of Human Services
- \$ 3,800,000.00 for Department of Community Health
- \$10,000.00 for Michigan Gaming Control Board
- \$36,000.00 for Department of Corrections

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency request, Ad Board approval on 4/1/08, and DMB/Purchasing Operations' approval.

REVISED CURRENT AUTHORIZED SPEND LIMIT: \$15,296,479.00

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

December 19, 2007

CHANGE NOTICE NO. 7
 to
CONTRACT NO. 071B5200227
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Identix Identification Services 1650 Wabash Ave – Suite D Springfield, IL 62704	TELEPHONE (217) 726-1480 Chris Brown
	BUYER (517) 373-1080 Melissa Castro
	Contract Compliance Inspector: Robert Grounds Live Scan Services – Michigan State Police
CONTRACT PERIOD: From: February 1, 2005 To: March 31, 2008	
TERMS Net 45 Days	SHIPMENT 30 Days ARO
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby EXTENDED through March 31, 2008. Additionally, \$25,000.00 for Department of Corrections, \$2,800,000.00 for Department of Community Health, and \$470,000.00 for Department of Human Services is hereby added to this Contract. All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency and vendor agreement and DMB/Purchasing Operations' approval.

INCREASE: \$3,295,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$10,006,726.00

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

January 10, 2007

CHANGE NOTICE NO. 6
 to
CONTRACT NO. 071B5200227
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Identix Identification Services 1650 Wabash Ave – Suite D Springfield, IL 62704	TELEPHONE (217) 726-1480 Chris Brown
	BUYER (517) 373-1080 Melissa Castro
	Contract Compliance Inspector: Robert Grounds Live Scan Services – Michigan State Police
CONTRACT PERIOD: From: February 1, 2005 To: January 14, 2008	
TERMS Net 45 Days	SHIPMENT 30 Days ARO
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, \$16,000.00 for Department of Corrections and \$4,788,000.00 for Department of Community Health is hereby added to this Contract. All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per agency and vendor agreement and DMB/Purchasing Operations' approval.

INCREASE: \$4,804,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$6,711,726.00

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

August 17, 2006

**CHANGE NOTICE NO. 5
 to
 CONTRACT NO. 071B5200227
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Identix Identification Services 1650 Wabash Ave – Suite D Springfield, IL 62704	TELEPHONE (217) 726-1480 Chris Brown
	BUYER (517) 373-1080 Melissa Castro
	Contract Compliance Inspector: Robert Grounds Live Scan Services – Michigan State Police
CONTRACT PERIOD: From: February 1, 2005 To: January 14, 2008	
TERMS Net 45 Days	SHIPMENT 30 Days ARO
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective August 15, 2006, the Department of Corrections is hereby added to this Contract for the amount of \$10,000.00. All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per agency and vendor agreement and DMB/Purchasing Operations' approval.

INCREASE: \$10,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,907,726.00

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

July 18, 2006

**CHANGE NOTICE NO. 4
 to
 CONTRACT NO. 071B5200227
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Identix Identification Services 1650 Wabash Ave – Suite D Springfield, IL 62704	TELEPHONE (217) 726-1480 Chris Brown
	BUYER (517) 373-1080 Melissa Castro
	Contract Compliance Inspector: Robert Grounds Live Scan Services – Michigan State Police
CONTRACT PERIOD: From: February 1, 2005 To: January 14, 2008	
TERMS Net 45 Days	SHIPMENT 30 Days ARO
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby INCREASED by \$1,500,000.00. All other terms, conditions, specifications and pricing remain unchanged.

Please note: the buyer has been changed to Melissa Castro.

AUTHORITY/REASON:

DMB/MSP

INCREASE: \$1,500,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,897,726.00

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

June 12, 2006

**CHANGE NOTICE NO. 3
 to
 CONTRACT NO. 071B5200227
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Identix Identification Services 1650 Wabash Ave – Suite D Springfield, IL 62704	TELEPHONE (217) 726-1480 Chris Brown
Contract Compliance Inspector: Robert Grounds Live Scan Services – Michigan State Police	BUYER (517) 241-7233 Joann Klasko
CONTRACT PERIOD: From: February 1, 2005 To: January 14, 2008	
TERMS Net 45 Days	SHIPMENT 30 Days ARO
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, \$72,500.00 is added to this contract.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

DMB/MSP

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$397,726.00

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

May 3, 2006

CHANGE NOTICE NO. 2
to
CONTRACT NO. 071B5200227
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (217) 726-1480
Identix Identification Services 1650 Wabash Ave – Suite D Springfield, IL 62704		Chris Brown
		BUYER (517) 241-7233
Contract Compliance Inspector: Robert Grounds		
Live Scan Services – Michigan State Police		
CONTRACT PERIOD: From: February 1, 2005		To: January 14, 2008
TERMS	Net 45 Days	SHIPMENT
		30 Days ARO
F.O.B.	Delivered	SHIPPED FROM
		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE (S):

Effective immediately, the contract end date has been changed to January 14, 2008.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

DMB

TOTAL CONTRACT VALUE REMAINS: \$325,226.00

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

March 9, 2006

**CHANGE NOTICE NO. 1
 to
 CONTRACT NO. 071B5200227
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Identix Identification Services 1650 Wabash Ave – Suite D Springfield, IL 62704	TELEPHONE (217) 726-1480 Chris Brown
	BUYER (517) 241-7233 Joann Klasko
	Contract Compliance Inspector: Robert Grounds Live Scan Services – Michigan State Police
CONTRACT PERIOD: From: February 1, 2005 To: January 14, 2008	
TERMS Net 45 Days	SHIPMENT 30 Days ARO
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, funds are added to allow the following agencies to utilize the contract per Michigan State Police's request:

**Department of Human Services - \$72,500.00
 Michigan Gaming Control Board - \$256,725.00**

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

DMB/DHS/MGCB

TOTAL REVISED CONTRACT VALUE: \$325,226.00

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

June 8, 2005

NOTICE (Revised*)
OF
CONTRACT NO. 071B5200227
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Identix Identification Services 1650 Wabash Ave – Suite D Springfield, IL 62704	TELEPHONE (217) 726-1480 Chris Brown
	BUYER (517) 241-1646 Greg Faremouth, CPPB
	Contract Compliance Inspector: Robert Grounds Live Scan Services – Michigan State Police
CONTRACT PERIOD: From: February 1, 2005 To: January 30, 2007	
TERMS Net 45 Days	SHIPMENT 30 Days ARO
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

The terms and conditions of this Contract are enclosed.

Estimated Contract Value: \$0.00

* (Revised to correct mail code.)

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

February 24, 2005

**NOTICE
 OF
 CONTRACT NO. 071B5200227
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Idendix Identification Services 1650 Wabash Ave – Suite D Springfield, IL 62704	TELEPHONE (217) 726-1480 Chris Brown
Contract Compliance Inspector: Robert Grounds Live Scan Services – Michigan State Police	BUYER (517) 241-1646 Greg Faremouth, CPPB
CONTRACT PERIOD: From: February 1, 2005 To: January 30, 2007	
TERMS Net 45 Days	SHIPMENT 30 Days ARO
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

The terms and conditions of this Contract are enclosed.

Estimated Contract Value: \$0.00

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

CONTRACT NO. 071B5200227
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Idendix Identification Services 1650 Wabash Ave – Suite D Springfield, IL 62704	TELEPHONE (217) 726-1480 Chris Brown BUYER (517) 241-1646 Greg Faremouth, CPPB
Contract Compliance Inspector: Robert Grounds Live Scan Services – Michigan State Police	
CONTRACT PERIOD: From: February 1, 2005 To: January 30, 2007	
TERMS <p style="text-align: center;">Net 45 Days</p>	SHIPMENT <p style="text-align: center;">30 Days ARO</p>
F.O.B. <p style="text-align: center;">Delivered</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: <p>The terms and conditions of this Contract are enclosed.</p> <p>Estimated Contract Value: \$0.00</p>	

FOR THE VENDOR: Idendix Identification Services _____ Firm Name _____ Authorized Agent Signature _____ Authorized Agent (Print or Type) _____ Date	FOR THE STATE: _____ Signature Greg Faremouth, CPPB, Buyer Specialist _____ Name IT Division, Acquisition Services _____ Title _____ Date
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EXHIBITS

- EXHIBIT “A” – – VENDOR PROPOSAL**
- EXHIBIT “B” – EXAMPLES OF VENDOR’S FAILURE TO COMPLY WITH THE CONTRACT**

Definitions and Acronym Glossary

- A. **Acquisition Services:** Department of Management & Budget, Acquisition Services; the procurement authority for the Executive Branch Department in State government.
- B. **Normal Business Days and Hours:** Monday through Friday, 7:00 a.m. to 6:00 p.m., Eastern Standard Time, except for holidays observed by the State of Michigan.
- C. **CUSTOMER:** Michigan Michigan State Police (MSP) and individual State departments that have received the prior approval of MSP or member of the State of Michigan Extended Purchasing Program (EPP) on whose behalf Primary Contracts are eventually procured as a result of this RFP.
- D. **MSP:** State of Michigan, Michigan State Police
- E. **DMB:** State of Michigan, Department of Management & Budget
- F. **EPP:** Extended Purchasing Program; Acquisition Services extends its services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community or junior college. This program is called the Extended Purchasing Program.
- G. **JEC:** Joint Evaluation Committee; the team of individuals charged with evaluating the proposals submitted.
- H. **OFM:** State of Michigan, Office of Financial Management
- I. **PCVL:** Primary Contract Vendor Listing
- J. **Pre-Qualified Vendor:** Vendors who have been selected through this RFP and who have signed Contracts to potentially provide MSP with IT Services.
- K. **RFP:** The Request for Proposal as well as all addenda used as a solicitation document in this procurement, as well as all amendments and modifications thereto.
- L. **Software:** the object code version of computer programs and any related documentation, excluding maintenance diagnostics. Software also means the source code version, where provided by Vendor.
- M. **Contractor:** *[Contractor's Name]*, its employees and agents. "Contractor" also includes any firm, provider, organization, individual, or other entity performing services under this Contract. It shall also include any Subcontractor retained by Contractor as permitted under the terms of this Contract.
- N. **Work Contract:** a contractual document (supplemental to the Primary Contract) issued by MSP or an EPP participant and signed with a pre-qualified vendor as a result of the second tier work request process. A Work Contract generally contains a specific description of work/tasks to be performed by the vendor staff, period of performance, costs or hourly rate(s), deliverables, etc.
- O. **Work Request:** a solicitation document developed and issued by the MSP or an EPP participant to pre-qualified vendors to request proposals. The document identifies the statement of work, period of performance, and any special terms and conditions, etc.
- P. **Primary Contract:** the main contractual agreement that identifies the Terms and Conditions that both parties are in agreement on.

**SECTION I – TERMS AND CONDITIONS****I-A TERM OF CONTRACT**

The State of Michigan is not liable for any cost incurred by any bidder prior to signing of a Contract by all parties. The activities to be provided through **Pre-Qualified Live Scan Service Contract Vendors** in the proposed Contract cover the period January 15, 2005 through January 14, 2008. The State fiscal year is October 1st through September 30th. The prospective Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations.

I-B ISSUING OFFICE

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

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the services described herein. Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the prices, specifications, terms, and conditions of this Request for Proposal and any Contract(s) awarded as a result of this Request. Acquisition Services will remain the **SOLE POINT OF CONTACT** throughout the procurement process, until such time as the Director of Purchasing shall direct otherwise in writing. All communications concerning this procurement must be addressed to:

Greg Faremouth, Buyer CPPB
Strategic Purchasing
DMB, Acquisition Services
2nd Floor, Mason Building
P.O. Box 30026
Lansing, MI 48909
E-mail: faremouthg@michigan.gov

I-C CONTRACT COMPLIANCE INSPECTOR

The person listed below will administer the Contract on a day-to-day basis during the term of the Contract. However, administration of any Contract resulting from this Request implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications of such Contract. That authority is retained by Acquisition Services. The Contract Compliance Inspector for this project is:

Robert Grounds
Michigan State Police
Criminal Justice Information Center
7150 Harris Drive
Lansing, MI 48913
E-mail: *GroundsB@michigan.gov*

**I-D PURCHASE ORDERS**

Orders for delivery of Services may be issued directly by the MSP or the EPM through the issuance of a Purchase Order Form along with a Work Contract and Vendor referencing this Contract (Blanket Purchase Order) and the terms and conditions contained herein. Contractor shall reference the Purchase Order Number and BPO on all invoices for payment.

I-F COST LIABILITY

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

I-F CONTRACTOR RESPONSIBILITIES

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

I-G NEWS RELEASES

News releases pertaining to this Contract or the services, study, data, or project to which it relates will not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the program are to be released without prior approval of the State and then only to persons designated. See <http://www.michigan.gov/doingbusiness> for the policy on news releases.

I-H DISCLOSURE

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

I-I ACCOUNTING RECORDS

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

**I-J INDEMNIFICATION****1. PATENT/COPYRIGHT INFRINGEMENT INDEMNITY**

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.

2. OTHER INDEMNITIES**a. GENERAL INDEMNIFICATION**

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from liability of any kind, 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 tortuous acts of the Contractor or any of its Subcontractors, or by anyone else for whose acts any of them may be liable provided that the Contractor is notified in writing within thirty (30) days from the time that the State has knowledge of such claims. The Contractor shall not be liable to the State for consequential damages arising out of claims brought by third parties except for claims for infringement of any United States patent, copyright, trademark or trade secret.

b. CODE IDEMNIFICATION

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.



3. INDEMNIFICATION NOT LIMITED

In any and all claims against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor 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 sub clauses, 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 sub clauses.

4. CONTINUATION OF INDEMNIFICATION OBLIGATIONS

The Contractor's duty to indemnify 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.

5. 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 so 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, 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.

- 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.

I-K NON INFRINGEMENT/COMPLIANCE WITH LAWS

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

I-L WARRANTIES AND REPRESENTATIONS

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

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



8. The Contractor has not provided any gifts, payments or other inducements to any officer, employee or agent of the State;
9. The Contractor will maintain all equipment and software for which it has maintenance responsibilities in good operating condition and will undertake all repairs and preventive maintenance in accordance with applicable manufacturer's recommendations;
10. The Contractor will use its best efforts to ensure that no viruses or similar items are coded or introduced into the systems used to provide the services;
11. The Contractor will not insert or activate any disabling code into the systems used to provide the services without the State's prior written approval;
12. A ninety (90) day warranty on all purchased and developed software, data conversion programs, and data and customization to the product performed by the contractor.
13. 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 (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.

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

I-M STAFFING OBLIGATIONS

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

The Contractor shall not remove or reassign, without the State's prior written approval, any of the personnel until such time as the personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. The Contractor agrees that the continuity of all personnel is critical and agrees to the continuity of all personnel.



Removal of any personnel without the written consent of the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where personnel must be replaced for reasons beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation or termination of the personnel's employment.

I-N WORK PRODUCT AND OWNERSHIP

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

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

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

I-O CONFIDENTIALITY OF DATA AND INFORMATION

All financial, statistical, personnel, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Work Contract, or which become available to the Contractor in carrying out this Work Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor.



If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this section.

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

I-P REMEDIES FOR BREACH OF CONFIDENTIALITY

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

I-Q CONTRACTOR'S 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 any subcontractor, or by anyone directly or indirectly employed by any of them, 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 Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

The Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies must be approved by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF THE OFFICE OF PURCHASING, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.



All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor. All such Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED OR MATERIALLY CHANGED without THIRTY (30) days prior written notice having been given to the Director of the Office of Purchasing. Such NOTICE must include the CONTRACT NUMBER affected.

The Contractor is required to provide the type and amount of insurance checked () below:

1. Commercial General Liability with the following minimum coverages:
 \$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
 \$500,000 Fire Damage Limit (any one fire)

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 policy. All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY to any comparable liability insurance (including self-insurances) carried by the State.

2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance 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 policy.
3. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. 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

I-R NOTICE AND RIGHT TO CURE

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

**I-S CANCELLATION**

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

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.
 - a. In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.
 - b. In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.
 - c. In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.
2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.



3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of services pursuant to Article 11, Section 5 of the Michigan Constitution of 1963, and Chapter 7 of the Civil Service Rules. Notwithstanding any other provision of this Contract to the contrary, the State Personnel Director is authorized to disapprove contractual disbursements for services if the Director determines that the Contract of the disbursements under the Contract violate Article 11, Section 5 of the Constitution or violate applicable Civil Service rules or regulations. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

I-T RIGHTS AND OBLIGATIONS UPON CANCELLATION

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



2. In the event the State cancels this Contract prior to its expiration for its own convenience, the State shall pay the Contractor for all charges due for services provided prior to the date of cancellation and if applicable as a separate item of payment pursuant to the Contract, for partially completed Work Product, on a percentage of completion basis. In the event of a cancellation for cause, or any other reason under the Contract, the State will pay, if applicable, as a separate item of payment pursuant to the Contract, for all partially completed Work Products, to the extent that the State requires the Contractor to submit to the State any such deliverables, and for all charges due under the Contract for any cancelled services provided by the Contractor prior to the cancellation date. All completed or partially completed Work Product prepared by the Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and the Contractor shall be entitled to receive just and fair compensation for such Work Product. Regardless of the basis for the cancellation, the State shall not be obligated to pay, or otherwise compensate, the Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
3. If any such cancellation by the State is for cause, the State shall have the right to set-off against any amounts due the Contractor, the amount of any damages for which the Contractor is liable to the State under this Contract or pursuant to law and equity.
4. Upon a good faith cancellation, the State shall have the right to assume, at its option, any and all subcontracts and Contracts for services and materials provided under this Contract, and may further pursue completion of the Work Product under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

I-U EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.



2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable thereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

I-V ASSIGNMENT

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

I-W DELEGATION

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

I-X NON-DISCRIMINATION CLAUSE

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

**I-Y WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT**

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

I-Z MODIFICATION OF SERVICE

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

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

1. Within five (5) business days of receipt of a request by the State for any such change, or such other period of time as to which the parties may agree mutually in writing, the Contractor shall submit to the State a proposal describing any changes in products, services, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The price adjustment shall be based on a good faith determination and calculation by the Contractor of the additional cost to the Contractor in implementing the change request less any savings realized by the Contractor as a result of implementing the change request. The Contractor's proposal shall describe in reasonable detail the basis for the Contractor's proposed price adjustment, including the estimated number of hours by task by labor category required to implement the change request.
2. If the State accepts the Contractor's proposal, it will issue a change notice and the Contractor will implement the change request described therein. The Contractor will not implement any change request until a change notice has been issued validly. The Contractor shall not be entitled to any compensation for implementing any change request or change notice except as provided explicitly in an approved change notice.
3. If the State does not accept the Contractor's proposal, the State may:
 - a. withdraw its change request; or
 - b. modify its change request, in which case the procedures set forth above will apply to the modified change request.

If the State requests or directs the Contractor to perform any activities that are outside the scope of the Contractor's responsibilities under the Work Contract ("New Work"), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work.



If the Contractor fails to so notify the State prior to commencing performance of the requested activities, any such activities performed before notice is given by the Contractor shall be conclusively considered to be In-scope Services, not New Work.

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

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

I-AA NOTICES

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

For the Contractor: **Chris Brown**
Identix Identification Services
1650 Wabash Avenue, Suite D
Springfield, IL 62704
Email: chris.brown@identix.com

For the State:
Greg Faremouth, Buyer CPPB
DMB, Acquisition Services
P O Box 30026
Lansing, MI 48909
Email: faremouthg@michigan.gov

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

I-BB ENTIRE AGREEMENT

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

**I-CC 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.

I-DD SEVERABILITY

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

I-EE HEADINGS

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

I-FF RELATIONSHIP OF THE PARTIES

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

I-GG UNFAIR LABOR PRACTICES

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

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

I-HH SURVIVOR

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

I-II GOVERNING LAW

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

**I-JJ YEAR 2000 SOFTWARE COMPLIANCE**

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

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

I-KK CONTRACT DISTRIBUTION

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

I-LL STATEWIDE CONTRACTS

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

I-MM STATE STANDARDS

- 1. EXISTING TECHNOLOGY STANDARDS.** The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at www.state.mi.us/cio/oits.
- 2. PM METHODOLOGY STANDARDS.** The State has adopted a standard, documented Project Management Methodology (PMM) for use on all Information Technology (IT) based projects. This policy is referenced in the document titled "Project Management Methodology" – DMB Administrative Guide Procedure 1380.02 issued June 2000. Vendors may obtain a copy of this procedure by contacting the MSP, Research and Policy. The State of Michigan Project Management Methodology can be obtained from the DIT's website at <http://www.michigan.gov/dit>.

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



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

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

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

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

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

I-NN ELECTRONIC FUNDS TRANSFER

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically (<http://www.michigan.gov/doingbusiness>).

I-OO TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to 180 days after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance. If the State cancels this Contract for cause, then the State will be entitled to off set the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said cancellation.

I-PP STOP WORK

1. The State may, at any time, by written stop work order to the Contractor, require that the Contractor stop all, or any part, of the work called for by this Contract or a Work Contract for a period of up to 90 days after the stop work order is delivered to the 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. Upon receipt of the stop work order, the 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. Cancel the work covered by the stop work order as provided in the cancellation section of this Contract.
2. If a stop work order issued under this section is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make 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 the Contractor's costs properly allocable to the performance of any part of this Contract; and
 - b. The Contractor asserts its right to an equitable adjustment within 30 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 proposal submitted at any time before final payment under this Contract.
3. If the stop work order is not canceled and the work covered by the stop work order is canceled for reasons other than material breach, the State shall allow reasonable costs resulting from the stop work order in arriving at the cancellation settlement.
4. If a stop work order is not canceled and the work covered by the stop work order is canceled for material breach, the State shall not allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.
5. An appropriate equitable adjustment may be made in any related contract of the Contractor that provides for adjustment and is affected by any stop work order under this section. The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this section.

I-QQ PERFORMANCE AND RELIABILITY EVALUATION (PARE)

When the State requires that a performance and reliability evaluation (PARE) is to be performed, the standard of performance for the PARE will be closely monitored during the acceptance period.

In the event that the PARE is for components only, all references to systems (processors) should be changed to components.

The Performance and Reliability Evaluation will consist of two phases:



1. PHASE I

The first phase shall be comprised of a specification compliance review of the equipment listed on the ordering documents. Such equipment shall be checked for total compliance with all required specifications of the RFQ. In the event that the State determines that any component or feature of the delivered equipment or software does not comply with the mandatory specifications of the RFQ, the State shall so notify the Contractor, allowing 14 calendar days for rectification by the Contractor. Should the Contractor be unable to rectify the deficiency, the State reserves the right to cancel the ordering document. Should the equipment and software pass the specification conformance review, the equipment shall enter Phase II of the PARE.

2. PHASE II

a. Determination of System Readiness

- 1) Prior to the PARE, a committee of three persons will be formed 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.

b. During the PARE:

All rerun times resulting from equipment failure and preventive maintenance shall be excluded from the performance hours.

- 1) All reconfiguration and reload time shall be excluded from the performance hours.
- 2) If files are destroyed as a result of a problem with Contractor equipment and must be rebuilt, the time required to rebuild the files will be considered "down-time" for the system.
- 3) If the Contractor requests access to failed equipment and the State refuses, then such maintenance will be deferred to a mutually agreeable time and the intervening time will not count against the PARE.
- 4) 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.

3. STANDARD OF PERFORMANCE

- a. The performance period (a period of thirty consecutive calendar days) shall commence on the installation date, at which time the operational control becomes the responsibility of the State. It is not required that one thirty day period expire in order for another performance period to begin.



- b. If each component operates at an average level of effectiveness of 95 percent or more for a period of 30 consecutive days from the commencement date of the performance period, it shall be deemed to have met the State's standard of performance period. The State shall notify the Contractor in writing of the successful completion of the performance period. 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. In addition, the equipment shall operate in substantial conformance with the Contractor's published specifications applicable to such equipment on the date of this Contract. 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.
- c. During the successful performance period, all rerun time resulting from equipment failure and preventive maintenance time shall be excluded from the performance period hours. All reconfigurations and reload time shall be excluded from the performance 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.
- d. During the successful performance period, a minimum of 80 hours of operational use time on each component will be required as a basis for computation of the average effectiveness level. However, in computing the effectiveness level, the actual number of operational use hours shall be used when in excess of the minimum stated above.
- e. No more than one hour will accrue to the performance hours during any one wall clock hour.
- f. Equipment shall not be accepted by the State and no charges will be paid by the State until the standard of performance is met.
- g. When a system involves on-line machines which are remote to the basic installation, the required effectiveness level shall apply separately to each component in the system.
- h. Promptly upon successful completion of the performance period, the State shall notify the Contractor in writing of acceptance of the equipment and authorize the monthly payments to begin on the first day of the successful performance period.
- i. If successful completion of the performance period is not attained within 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.
- j. The PARE will be complete when the equipment has met the required effectiveness level for the prescribed time period.

**I-RR LIQUIDATED DAMAGES**

The State and the Contractor hereby agree that liquidated damages may be negotiated in individual Work Contracts and as such both parties negotiate to the specific standards set forth in those Work Contracts. It is agreed between the Contractor and the State that the actual damages to the State as a result of Contractor's failure to provide promised services would be difficult or impossible to determine with accuracy. The State and the Contractor therefore agree that liquidated damages as set out in the Work Contract shall be a reasonable approximation of the damages that shall be suffered by the State as a result thereof. Accordingly, in the event of such damages, at the written direction of the State, the Contractor shall pay the State the indicated amount as liquidated damages, and not as a penalty. Amounts due the State as liquidated damages, if not paid by the Contractor within fifteen (15) days of notification of assessment, may be deducted by the State from any money payable to the Contractor pursuant to this Contract. The State will notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph and the Work Contract on or before the date the State deducts such sums from money payable to the Contractor. No delay by the State in assessing or collecting liquidated damages shall be construed as a waiver of such rights.

The Contractor shall not be liable for liquidated damages when, in the opinion of the State, 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, and labor unrest; but in every case the delays must be beyond the control and without the fault or negligence of the Contractor.

Liquidated damages will be assessed as follows: Damage amounts will be determined during Contract negotiations in the Second Tier.

I-SS performance

Performance by Pre-Qualified Vendors will be continually evaluated by the State. Performance will be a factor in the award of any Work Contract and continued poor performance will be grounds for not awarding a Work Contract. (Please refer to Exhibit D for examples of poor performance)

I-TT APPEALS

In order to streamline the second tier contracting process, Contractors agree not to file any appeals concerning the award of any Work Contract.

I-UU USE OF THE PRE-QUALIFIED VENDOR POOL

The Primary Contracts will be written so as to incorporate by reference all the terms of this RFP. MSP/EPM's may include additional terms and conditions within their specific Work Request. There is no stated or implied guarantee that any work will be awarded to any pre-qualified vendor(s) by the SOM or any Extended Purchasing Member.

I-VV PRE-QUALIFIED VENDOR SELECTION PROCESS

After the contracts have been signed it will be the responsibility of the Live Scan service provider to market their services to agencies. The State makes no guarantee as to the amount of work to be performed. After the Pre qualified pool of Live Scan companies have been established, it will be entirely up to that using agency as to which company they want to use.



A vendor submitting under this RFP is to provide not to exceed pricing, however this would not preclude a vendor from reducing it's costs on any one specific work request.

I-WW MINIMUM QUALIFICATIONS

To be qualified to respond, Vendors must possess Michigan State Police Live Scan certification.

I-XX FUNDING

Any State of Michigan Work Contract awarded as a result of this process is contingent upon the continued availability of State funding.

I-YY PRE-QUALIFIED VENDORS POOL – ‘REFRESH’

Vendors failing to meet the minimum level of excellence necessary to pre-qualify under this RFP, along with any “new” vendors that did not participate in this RFP, may attempt to pre-qualify under subsequent “refresh” RFP’s issued by Acquisition Services. These “refresh” opportunities may occur annually or more frequently if the State requirements indicate a need for additional pre-qualified vendors.

Acquisition Services, upon request of MSP, reserves the right, at its sole discretion, to expand the pre-qualified vendor pool in any or all categories of service if it is deemed to be in the best interest of the State. Acquisition Services and MSP intend to review and assess this need at least annually.



SECTION II - WORK STATEMENT

The Michigan State Police (MSP) Criminal Justice Information Center (CJIC) processes applicant fingerprint requests pursuant to state and federal laws requiring applicant background checks. Currently applicants go to a local law enforcement agency or other fingerprinting service (**employment screeners and other independents hired by agencies and companies**) to be printed. Prints are taken on a paper card and then mailed, **with the required fee**, to MSP-CJIC. MSP staff must receipt money and enter all the demographic data for processing. Fingerprint technicians must scan the prints into the MSP Automated Fingerprint Identification System (AFIS). Responses are printed and mailed from MSP. New legislation requiring background checks place-increasing demand on the limited MSP staff. There are currently six MSP staff assigned to process between 90,000 and 100,000 applicant prints yearly. New statutes (state and federal) such as: insurance agent licensing and healthcare employment will increase **print requests**. Current turnaround time averages two to five weeks. Employers and government licensing need a quicker turnaround.

B. BRIEF DESCRIPTION OF WORK

The project is to establish a contract to provide a statewide electronic fingerprinting services in a timely, efficient and accurate manner. This contract will include applicant scheduling, electronic fingerprint and demographic capture and submission, fee collection, electronic funds transfer and reconciliation, and information reporting. The MSP-CJIC does accept electronic applicant print submissions from governmental units, this contract will not prevent Identix from entering into an agreement to provide service for applicant print processing as an agent for a governmental unit. **In the future as upgrades to the state AFIS system and as automation relieves staffing burdens, it is anticipated that Michigan only background checks will be processed without a specific legislated mandate. Identix may charge a service fee above the required print processing fee that the state collects.** Some statutes may define the service fee (example- “carry conceal weapons” an agency cannot exceed \$15.00) **Currently CCW is the only statute with a defined fee for printing service above the state and FBI fees.**

C. SCOPE OF WORK

Identix must provide the following:

- Fingerprint service fee not to exceed \$16.00
- Scheduling by an 800 toll free phone Monday through Friday 7 AM to 6 PM EST, toll free fax, and web site available 23/7.
- All fingerprinting must be completed within 10 business days from the date the applicant contacts the scheduling service.
- Print locations must be less than 50-mile radius, permanent office or mobile unit from the applicant for the entire state.
- Electronic fingerprint and demographic capture and transmission to MSP from a single connection.
- Pictured ID (either driver license or state personal identification) required before applicant prints are captured. Insures person printed is the one with the appointment.
- Collection of state and FBI print processing fees, electronic transfer, credit card, check, etc.
- Deposit MSP and FBI fingerprint fees (see attachment A) by EFT to a designated Michigan government account.



- Audit and Management reports needed by MSP. (ex. fingerprint reason code volume, turnaround time from request, ad hoc.)
- Maintain a file of requests for printing. This will be in the form of the request supplied by the applicant/employer at time of printing.
- Provide response delivery by mail, website, etc., **if allowed by statute or policy.**

D. SPECIFICATIONS

- Livescan device must meet MSP and FBI specification for electronic transmission.
- Hardware and software are Identix's responsibility.
- A network diagram with firewalls and application to connect must be completed. Application to be supplied by MSP after the contract is signed. The application is to be completed in 10 business days. MSP will forward the application to the Criminal Justice Information Systems Policy Council (CJIS-PC) for approval.
- The vendor is responsible for **finding a Data Gateway or means to connect and all connectivity costs. The connection must meet the security standards for the State of Michigan, MSP and the CJIS- Policy Council**

E. WORK VOLUME

MSP cannot guarantee applicant-fingerprinting volume to the vendor, however. Governmental units can continue or establish connection to MSP for applicant processing. There are certain fingerprint reason that must be mailed, such as (but not limited to) adoption, personal, record review, visa/immigration, conviction set-aside, name change, HUD housing and requests that are for less than the statute requirement. The aforementioned **fingerprint reasons require a paper document accompany the fingerprints, which livescan cannot capture. These types of requests account for less than 3% of the 90,000-100,000 prints processed currently. These requesters can be printed by the vendor and be given a hard card for mailing.** Certain state-licensed applicants are required to submit prints with their license application and fees, the prints are forwarded to MSP by the state licensing agency.

The sheriff or local police department must process Carry Conceal Weapon (CCW) by statute. The vendor may enter into an agreement with any governmental unit to process prints as an agent of that government unit. **If Identix contracts with the Sheriff to process CCW prints the fingerprinting fee must not exceed the statutory rate of \$15.00.** No fee can be charged to the CCW applicant, Identix must negotiate a fee to be paid by the Sheriff's office.

F. OFFICE SPACE

- Office sites to be identified by Identix and they **must** meet the 50 mile one way radius **requirement** for the applicant population.
- Mobile units may cover low population areas, as long as, the fingerprinting is accomplished within 10 business day from the time the applicant contacts the scheduling center.



INCURRING COSTS

MSP is not liable for any costs incurred by Identix.

NEWS AND INFORMATION RELEASES

News releases pertaining to the service must have prior written approval from MSP. No data can be provided by Identix or subcontractors without prior approval and then only to the designated persons.

I. MSP RESPONSIBILITY

- Assist with connectivity
- Provide Identix with the CJIS Policy Council application for livescan connection at contract signing.
- Forward the completed application to the CJIS Policy Council.
- Assign Identix a unique ORI/Agency ID for the livescan unit.
- Training reference fingerprint reasons. Training will include explanation of MSP unique identifiers for livescan requesters, applicable laws for livescan submissions, billing reconciliation, rejected print processing, etc
- Assist government agencies in directing applicants to fingerprinting offices.
- **Notify the Law Enforcement community and other government entities of the vendor availability.**

J. Liability and Integrity

- MSP is not liable for incorrect criminal history responses due to incorrect livescan transmitted data.
- Identix will provide a list of livescan operators to MSP-CJIC.
- MSP-CJIC requires a fingerprint based background check on all livescan operators. There is no cost to Identix for this search.
- MSP reserves the right to reject any livescan operator based criminal history or security concerns.



EXHIBIT "A" – VENDOR PROPOSAL



November 30, 2004

Greg Faremouth, Buyer, CPPB
Acquisition Services
Department of Management and Budget
2nd Floor Mason Bldg.
530 W. Allegan St.
Lansing, MI 48909

RE: Letter of Submittal
Live Scan Services Proposal
RFP Number 071I – Pre-Qualified Live Scan Service Program

Please consider this proposal, with attachments, to be Identix Identification Services' ("IIS") offer to perform RFP Number 071I520067 without exception. This proposal remains valid for 120 days from December 2, 2004, the due date for responses. The prices quoted in our price proposal remain firm for 36 months from contract signing.

The contact person for purposes of responding to any inquiries you may have is:

Chris Brown
Identix Identification Services
1650 Wabash – Suite D
Phone: (217) 726-1480
Fax: (217) 793-0141

Sincerely,

Ronald Wadsworth
President



CERTIFICATION AND ASSURANCES

I/We make the following certifications and assurances as a required element of the solicitation document to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements and all requirements of the Request for Proposal (RFP) are conditions precedent to the award or continuation of the related Contract(s).

- a) The prices quoted in the response to which this Certification and Assurances is attached (the Response), have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition.
- b) The attached Response is a firm offer for a period of one hundred twenty (120) days following the Response Due Date specified in the RFP, and it may be accepted by the State of Michigan Department of Management & Budget, Acquisition Services without further negotiation at any time within the one hundred twenty (120) day period.
- c) In preparing this Response, I/We have not been assisted by any current or former employee of the State of Michigan whose duties relate (or did relate) to this particular RFP, or prospective Contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
- d) I/We understand that the Department of Management & Budget, Acquisition Services and/or MSP will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the Department of Management & Budget, Acquisition Services, and I/we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes agreement to abide by the procedures described in the RFP document.
- e) I/We understand that any Contract awarded as a result of this Response will incorporate all the RFP requirements, the contents of this Response and all Primary Contract Terms and Conditions appearing in Exhibit B of the RFP. Submission of a response and execution of this Certifications and Assurances document certify vendor's willingness to comply with these or substantially similar terms if selected.
- f) I/We understand that repeated failure to provide services in a county noted on Management Proposal Requirements, *Vendor Service Area Checklist*, may be, at the sole discretion of Acquisition Services, grounds for removal of firm from this program without penalty.
- g) I/We understand that if selected to participate as a pre-qualified vendor and I/We fail to sign the Contract within ten (10) business days of delivery of the final Contract to us, the State may elect to remove our name from the list without penalty. I/We agree to participate in the Second Tier Work Request Process described in Section 1 and summarized in Exhibit C.



h) I/We assure that a Certificate of Insurance will be provided within 15 days after the execution of a Primary Contract in compliance with specifications stated in Exhibit B.

A handwritten signature in black ink, which appears to read "Kim Wadsworth", is positioned above the signature line.

Vendor (or Authorized Representative) **original** Signature:



EXECUTIVE SUMMARY

Identix Identification Services (IIS), a wholly owned subsidiary of Identix Incorporated (Identix), recognizes that the requirement to process an ever increasing number of fingerprint based background checks places significant challenges on the Michigan State Police (MSP), state agencies and employers. These challenges can be successfully addressed by the implementation of a proven statewide applicant fingerprinting process. We feel confident that, throughout this proposal, we will demonstrate that IIS brings the industry leading fingerprint technology and integration capabilities by proven methodologies necessary to deliver the fingerprinting solution that will best serve MSP, state agencies and employers.

IIS is headquartered in Springfield, Illinois and currently operates approximately 130 electronic fingerprinting locations in support of three statewide fingerprinting networks. IIS electronically fingerprinted over 400,000 applicants last year and has captured approximately 3 million applicant fingerprints to date over our twelve-year history in the processing of applicant fingerprints.

The IIS Project Approach utilizes Commercial Off-the-Shelf (COTS) products leveraging existing capabilities that support existing similar networks for various state agencies and corporate customers. IIS' Project Approach is tailored to provide reliable, scalable, flexible, cost effective and efficient service to applicants anywhere in the state regardless of population density. For example, IIS' existing electronic networks effectively serve densely populated areas such as Chicago and Los Angeles as well as remote, sparsely populated areas such as Southern Illinois and Eastern Tennessee providing the same robust, reliable, and cost effective solution for all applicants.

**A low risk approach
leveraging existing
capabilities.**

IIS' Project Approach includes the following features:

- ◆ **Field proven COTS live scan equipment.** Identix TouchPrint Live Scan workstations meet FBI Appendix F requirements and are utilized by IIS for its current electronic fingerprinting service offerings. These live scan workstations have been certified by MSP. Identix has installed more than 245 workstations within the state of Michigan.



- ◆ **Existing, scalable electronic fingerprinting infrastructure.**

The following components necessary for this project are already operational:

- ❖ Secure central data processing and network center
- ❖ Appointment scheduling call center
- ❖ Billing and reporting department
- ❖ Project management team
- ❖ Training and equipment maintenance staff
- ❖ MSP certified Live Scan equipment

- ◆ **Mobile Fingerprinting Units.** IIS' philosophy of utilizing Mobile Fingerprinting Units serves to provide a high level of customer service in a cost efficient manner. One Mobile Fingerprinting Unit can serve 10 or more geographic locations in a two-week time period.
- ◆ **Experienced project management.** IIS' management team has been in the electronic fingerprinting business for 12 years. IIS has implemented, operated and maintained numerous electronic fingerprinting networks throughout the United States, which are similar in scope and technical complexity to this project. A Michigan-based project manager will be assigned to manage the livescan operators, resolve issues, and act as a point of contact for state agencies and MSP.
- ◆ **A Project Plan that minimizes project risk.** IIS' plan recognizes that a key component of this project is the implementation of a network that places a minimal burden on state agencies and does not put MSP at risk.
- ◆ **Hazardous Materials Endorsement (HazMat) solution.** IIS is very knowledgeable about the requirements for fingerprinting HazMat drivers and is uniquely positioned to help MSP respond to these requirements.

Our Project Approach, which is proposed on the following pages in response to each of the specific requirements of this RFP, has been demonstrated to be a solid and cost effective way to provide the fast, efficient, accurate, and effective solution necessary to meet the needs of all users of the system.

Our response to this RFP will demonstrate that IIS offers a proven hardware and service solution. In summary, our response will show:

- ◆ **IIS' ability** to meet project terms as specifically evidenced by our past experience, our implementation plan, our existing infrastructure and personnel, our financial stability, and our methodology for implementing and monitoring fingerprinting locations.



- ◆ The **quality** of our service offering as specifically evidenced by our 99% fingerprint classifiability rate, efficient and courteous appointment scheduling call center, contingency plans to nearly eliminate cancelled fingerprinting sessions due to equipment failure and employee absence, and the clear satisfaction of our customers.
- ◆ The **relevance and recency** of similar projects as specifically evidenced by the statewide networks IIS currently operates and our customer references.
- ◆ IIS' **understanding** of the project as specifically evidenced by our project approach and our implementation plan.

Sole Vendor Award

In the course of serving as the sole vendor for several statewide fingerprinting networks, IIS has found that we can offer the following benefits to the State and applicants that might not be available in a multi-vendor environment:

- ◆ Economies of scale resulting from higher volumes of applicants utilizing a single infrastructure will yield a **lower price** per applicant.
- ◆ A single point of contact for state agencies and applicants **reduces confusion** regarding the fingerprinting process, fee collection, re-prints, issue resolution, etc.
- ◆ A single point of contact for MSP increases the likelihood that **value-added services** can be provided at little or no additional cost. An example of such a service would be the response delivery system IIS implemented in Tennessee.
- ◆ A single point of contact for MSP **decreases MSP's administrative burden** of dealing with multiple reports, fee transfers, billing reconciliations, etc.

If MSP desires the benefits of utilizing a sole vendor, IIS has the experience and infrastructure to successfully implement such a network in Michigan. As demonstrated by our California statewide network, which processes over 300,000 applicants per year, IIS can efficiently process the entire volume of applicants expected in Michigan.



**SECTION 1
REQUIRED VENDOR INFORMATION**

III - B REQUIRED VENDOR INFORMATION

Please provide following required vendor information. Failure respond to each requirement may disqualify the vendor from further participation in this RFP.

1. Vendor Identifying Information

(a) Vendor Name and Address

Name, address of the principle place of business, and telephone number of legal entity for whom the contract is to be written.

Name: Identix Identification Services LLC
Address: 1650 Wabash Ave – Suite D
City, State, ZIP Springfield, IL 62707
Phone Number: (217) 793-2080

(b) Principle Officers

Name, address and business telephone number of the principle officers (e.g.: President, Vice President, Treasurer, Board Chairperson) of the Vendor organization.

NAME: Ron Wadsworth
Title: President
Address: 1650 Wabash Ave – Suite D
City, State, ZIP: Springfield, IL 62704
Phone: (217) 698-1750

NAME: Elaine Bliss
Title: Vice-President
Address: 5600 Rowland Road
City, State, ZIP: Minnetonka, MN 55343
Phone: (952) 852-8774

NAME: Mark Molina
Title: Secretary
Address: 5600 Rowland Road
City, State, ZIP: Minnetonka, MN 55343
Phone: (952) 945-5521

NAME: Chris Brown
Title: Asst. Secretary
Address: 1650 Wabash Ave – Suite D
City, State, ZIP: Springfield, IL 62704
Phone: (217) 726-1480



- (c) **Organization and Year** Legal status and business structure (corporation, partnership, sole proprietorship, etc.) of the Vendor and the year entity was established.

Status: Identix Identification Services LLC (“IIS”) is a wholly owned subsidiary of Identix Incorporated. IIS was established in 1992 under the name Innovative Archival Solutions. IIS has been operating under its current name and ownership structure since February 2004. IIS is a Limited Liability Company.

(d) **Employer Identification**

Fed. I.D. 36-4186067
State of Michigan
Vendor ID Number IIS111504

(e) **Vendor Contact**

Name, title, address, email, phone and fax numbers for Vendor’s RFP Contact.

Name: Chris Brown
Address: 1650 Wabash Ave – Suite D
City, State, ZIP Springfield, IL 62704
Phone: (217) 726-1480
Fax: (217) 793-0141
E-Mail: chris.brown@identix.com

Note: Person named above will be sole contact for your company to receive and award subsequent Work Requests.

2. Contract Performance

Indicate if the Vendor has had a contract terminated for default in the last three (3) years. Termination for default is defined as notice to stop performance which was delivered to the Vendor due to the Vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Vendor, or (b) litigated and determined that the Vendor was in default. If no such terminations exist, the Vendor is to so declare.

Note: If the Vendor has had a contract terminated for default in this period, the Vendor shall submit full details including the other party's name, address, and phone number. Acquisition Services will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.

Termination: *If (a) or (b) apply, please attach vendor response as an appendix:*

- (a) Not litigated due to inaction on the part of the Vendor
 (b) Litigated and determined that the Vendor was in default
 (c) No such terminations exist



3. Vendor Staff Geographic Service Areas

Vendor to describe service areas in the State of Michigan where staff is available to provide all services being proposed. During the contract, as MSP/EPM's request services to be provided in specific geographic locations, vendors may negotiate travel expenses outside of this Contract as the user agency budget allows. This question is merely to determine the areas in which the vendor is willing to provide services.

Place a check mark across from each county in which vendor is available to provide services that are being proposed:

Available for all of the counties of Michigan



**SECTION 2
VENDOR MANAGEMENT PERFORMANCE**

III - C VENDOR MANAGEMENT PERFORMANCE

Subcontractor’s name (if applicable): N/A.

1. Ability, Capacity and Skills

Vendor to describe the ability, capacity, to include staffing, and skills they possess for delivering IT Services. (Note: This is a "What" not a "How" and will be used to assess what the vendor's capacity is for delivering services to MSP on contracted work contracts resulting from this RFP)

As a market leader in the development and operation of electronic fingerprinting networks, IIS believes that its experience operating statewide applicant networks is unparalleled. IIS is a battle-tested veteran in this industry and currently offers the services required by this RFP to over 400,000 applicants annually. To the best of our knowledge, other vendors either offer such services on a reduced scale or only have a project concept at this time.

“IIS believes that its experience operating statewide applicant networks is unparalleled.”

IIS has successfully operated electronic applicant fingerprinting networks in the following states:

State	Peak Number of Locations	Average Applicants Processed Per Year
California	50	300,000
Tennessee	29	65,000
Illinois	35	125,000
New Jersey	30	60,000

- ◆ Each of these networks has the following similarities to the network requested by this RFP: installation and operation of live scan equipment, live scan maintenance, data entry, appointment scheduling, high volume processing and the installation of a central server that communicates with the IIS equipment and the channeling agent. IIS is currently serving over 400,000 applicants per year.
- ◆ All of IIS’ statewide networks were implemented in less than 90 days.



- ◆ IIS has connected to every major AFIS vendor, including NEC in Illinois and California.
- ◆ IIS has also implemented and operated a smaller scale applicant fingerprinting network in Pennsylvania.
- ◆ IIS has the following existing staffing for these networks that will be leveraged for this project:
 - 40 Scheduling Operators in our Springfield, IL appointment scheduling call center,
 - 65 live scan operators based in California, Illinois and Tennessee who will be reallocated to this project, as needed, until local individuals can be hired and fully trained.
 - Existing technical support department, based in Springfield, which supports live scan operators in the field.
 - Existing billing department, based in Springfield that is responsible for processing all fees.
 - Project management team that has been implementing and operating applicant fingerprint networks for 12 years.

IIS is also a leading provider of fingerprint services in response to the September 11th security enhancements. IIS has provided fingerprinting services on a *global* basis to United Airlines, Northwest Airlines, US Airways, Continental Airlines, Federal Express, NATA Compliance and a number of airports. IIS' electronic fingerprinting network was utilized to capture and transmit in excess of 100,000 fingerprint records in a six-month time frame to TSA via the Transportation Security Clearinghouse. IIS is very knowledgeable about the requirements for fingerprinting HazMat drivers and is positioned to help MSP respond to these requirements.

Additionally, IIS has provided fingerprinting services to major firms such as Citigroup, JP Morgan Chase and the New York Stock Exchange.

IIS has proven expertise in the development of networks that optimize the utilization of live scan equipment and live scan operators such that applicants are provided a high level of services and at a reasonable price. Our infrastructure is built and monitored based on proven metrics that have years of history to support them. Vendors who fail to properly predict the necessary infrastructure will find it difficult to provide an adequate level of service at their proposed price.

In our experience, the following types of vendors, who may not have the necessary experience or expertise, often propose on statewide fingerprinting networks:

- Livescan and AFIS manufacturers – These companies often have no experience dealing with the general public, do not employ livescan operators, and do not have an appointment scheduling call center, which is very different from a technical help desk, in place.
- Local ink and livescan companies – These companies are often too small to provide adequate resources and lack the technical expertise to meet the quality standards that will be desired by MSP.



- Systems integrators – These companies must typically hire numerous subcontractors to meet the project requirements. This can result in a fractured service model that is inflexible and slow to respond as issues arise.

The Identix Lives Scan Advantage

The Identix live scan advantage is clear - as an industry leader, Identix offers to MSP and other agencies in Michigan more in terms of superior Imaging Technology, Product Functionality, Service, and Experience.

Identix Incorporated was founded over 20 years ago as one of the first fingerprint companies in the market. Today, the company operates a state-of-the-art manufacturing and testing facility in Minnetonka, Minnesota and has field service offices strategically located across the country to provide our clients with prem service. Identix has over 8,000 live scan systems deployed many federal, state and local agencies, including a major deployment of over 1,300 systems within the California Department of Justice and another deployment of over 750 systems with the DHS – Citizenship and Immigration Serv. Identix and IIS have the industry’s broadest range of experience in developing, installing and supporting live scan implementations. *This experience translates into operational efficiency and technological advantages from which the MSP will directly benefit.* Identix has supplied approximately 70% of installed systems in the USA live scan market and a growing share of international demand.

Identix has over 245 live scan systems installed within the State of Michigan.

For more information on Identix Incorporated, its management team, its other range of products and services please visit our website at www.identix.com. Identix Incorporated is a publicly held corporation on the NASDAQ - Stock Symbol **IDNX**.

Financial Stability

Identix had 2003 revenue of \$92.5M, and \$40M of cash and investments, placing us solidly within the biometric industry. In addition, Dun and Bradstreet has assigned Identix a Supplier Risk Score of two. **Please see the current 2004 Annual Report at <http://www.shareholder.com/identix/edgar.cfm>**



2. Describe how you maintain staff/personnel qualifications and capabilities to deliver IT Services.

IIS employs approximately 110 individuals who are entirely dedicated to the implementation and operation of electronic fingerprinting networks.

Management Team – As previously described, the IIS Management Team for this project is already in place and has significant experience managing the implementation and operation of electronic fingerprinting networks. IIS' management team has been in the electronic fingerprinting business for 12 years. IIS has implemented numerous electronic fingerprinting networks throughout the United States, which are similar in scope and technical complexity to this project. A Michigan-based project manager will be assigned to manage the livescan operators, resolve issues, and act as a point of contact for state agencies and MSP. See resumes for members of the management team that will be involved in this project in Section 5.

Live Scan Operators - IIS currently employs 65 Live Scan Operators based in California, Tennessee and Illinois. For this project, IIS will reallocate existing operators, as necessary, until such time as new operators can be hired and trained. These new employees will participate in IIS' intensive in-house and on-the-job training program. IIS has also developed ongoing performance requirements, including maintaining a 99% percent classifiable rate from the FBI. Performance is closely monitored and employees receive additional training when necessary.

Scheduling Operators – IIS currently employs more than 40 Scheduling Operators. For this project, IIS will utilize a mixture of current employees and properly trained new hires. The Scheduling Operators will receive training on the specific requirements of this project.

IIS' managers routinely attend customer service seminars and training sessions in order to stay abreast of the latest in customer service technology and methodology. Scheduling Operators receive additional training, as necessary.

Maintenance Technicians – IIS and Identix Incorporated provides customers with exceptional customer service. Identix clearly differentiates itself from the competition with over 125 Field Service Engineers strategically located nationwide, including 4 in Michigan that are committed to customer satisfaction. Maintenance technicians frequently attend continuing education courses in order to keep updated on new live scan hardware and software features.

Live Scan Operator Training Program

IIS has developed a proven Live Scan Operator Training Program that has been utilized to train over 400 Live Scan Operators to date.

The first week of instruction consists of:

1. Hardware overview of the Identix Livescan workstation. This includes how to set up and take down all components of the equipment, and how to pack equipment for transport. It also includes basic maintenance and troubleshooting techniques.



2. Software overview of the Identix Livescan system. The operator must become skilled in the operation of all Identix software as well as all custom software developed by IIS. This includes how to electronically transfer and receive demographic information, transfer fingerprints to the IIS central server, and perform all system maintenance and system utility functions.
3. Technical support overview of IIS' diagnostic functions. This includes basic troubleshooting, and how to obtain technical assistance if unable to solve a technical problem.
4. In addition, IIS management reviews company policy with each operator. Among other topics, IIS' policy includes how early an operator is expected at a fingerprinting appointment, personal appearance, how to present themselves to the client and how to make the applicant's fingerprinting experience as pleasant as possible.

During the three weeks of on-site training, the trainee operator will be placed with an experienced operator who double checks the quality of each fingerprint taken, and instructs the trainee on how to capture fingerprints most efficiently and effectively. IIS operators fingerprint as many as four hundred applicants prior to completing the on-site training program.

The IIS training program has been developed from experience gained during the training of over 400 IIS-employed and client-employed livescan operators. The program has proven to be extremely effective.

IIS will bear all costs associated with operator training and will provide the State of Michigan with a certificate for each operator which documents their successful completion of IIS' training course.



3. Vendor to describe what their overall approach to managing and delivering a quality project for a CUSTOMER would be.

Project Management Approach

IIS has developed an approach to project management that has been very successful with all of its customers. All projects are managed utilizing project management software. If awarded this contract, IIS will comply with the State's Project Management Methodology (PMM) as required.

As described in the Project Schedule below, IIS' first action would be to set up an implementation meeting with each potential participating agency. The purpose of this meeting is to understand the unique expectations and requirements of each agency. At this time, IIS will assign a liaison to work with a representative of the agency. The agency representative is typically a member of its licensing staff. The needs and requirements of each agency will be incorporated into IIS' implementation plan.

On an ongoing basis, daily contact between the IIS liaisons and the agency representatives will be the primary conduit for managing the performance of the network. The liaisons will typically handle any procedural changes or issues that arise. If an item is technical in nature, it will be forwarded to our Operations Manager, Erik Wolle.

IIS will also use the following other tools to manage the contract: 1) regularly scheduled status meetings with the agencies and MSP, 2) reporting and 3) managerial review.

Status Meetings

In the initial months of the contract, IIS intends to have at least one meeting per month, which any agency may attend, to discuss operational issues. As IIS and the agencies become more comfortable with the performance of the network, these status meetings will be conducted based on the desire of the agencies.

Reporting

As required by this RFP and as is IIS' normal business practice, a number of custom reports will be provided to the agencies and MSP. These reports will provide the information required to track the performance and efficiency of the fingerprinting network. IIS uses such reporting internally to proactively adjust and improve the network on a daily basis. If an agency has a need for specific information, IIS can provide ad hoc reports to utilize the information that is collected by its scheduling system.

Managerial Review

Finally, each of IIS' managers is responsible for reviewing and evaluating the performance of certain aspects of the network.

Bob Holland, Logistics Manager, is responsible for monitoring each fingerprinting location to determine whether additional personnel and equipment are necessary, monitoring the classifiability rate of each fingerprinting technician and performing site visits. Casey Mayfield, Scheduling Manager, is responsible for monitoring the call center to assure that applicant's phone calls are processed quickly and professionally. This is done by reviewing statistics provided by the phone system software and random monitoring of phone calls.



Project Understanding

IIS has identified the following major requirements of this RFP:

- The State is seeking one or more vendors to implement, operate and maintain a statewide electronic fingerprinting network for applicants.
- The vendor will supply all the equipment and personnel necessary for the fingerprinting network.
- Applicants will contact the vendor to schedule a fingerprinting appointment and arrange for payment.
- All applicants must be fingerprinted within 10 business days of their request. No applicant must travel more than 50 miles from his or her residence to be fingerprinted.
- Fingerprints must be submitted electronically and in compliance with MSP and FBI requirements.
- The vendor must process all payment collection and remit appropriate fees to the State.
- The vendor must be compliant with all of the State's reporting requirements.

IIS understands these requirements as well as all other requirements stated in the RFP. The requirements of this RFP are similar in nature to the IIS' other currently operational statewide networks in Illinois, California and Tennessee.

Ability to Perform Contract

The infrastructure that IIS already has in place for the company's other customers will make it relatively easy for IIS to meet the requirements of this RFP. IIS already has sufficient office space, phone system capacity and management to handle this contract. In addition, the livescan software, scheduling software, billing system and computer interface have already been developed and are in use.

The addition of staff and equipment to process the volume of applicants expected by this contract is a routine process for IIS. Training teams have already been formed.



Project Schedule

Based on the Schedule of Events provided in the RFP, IIS is capable of installing a statewide fingerprinting network in the state of Michigan, which meets all defined criterion, by March 31, 2005. There are four phases to IIS' implementation plan. Much of the implementation work will commence once the Apparent Successful Vendors have been announced. IIS has successfully implemented numerous statewide fingerprinting within similar, or tighter, time constraints.

1) Staffing

- IIS' Logistics Manager will advertise for qualified Live Scan Operators in Michigan.
- The Logistics Manager will travel to Michigan to interview and hire Live Scan Operators.
- Newly hired Live Scan Operators will complete IIS' four-week LiveScan training program.
- IIS' Customer Service Manager will advertise, interview and hire Scheduling Operators, who will be responsible for scheduling fingerprinting appointments.
- Each Scheduling Operator will be trained on the specifics of this project.

2) Locations

- The Logistics Manager will begin contacting participating state agencies, schools and other potential customers regarding potential fingerprinting locations in each proposed city.
- Once a site has been identified, the Logistics Manger will work with the site representative to install the necessary telecommunication lines and equipment at IIS' expense.
- The Scheduling Manger will work with the site representative to obtain accurate directions to the site. These directions will be loaded into our scheduling system.
- Each Live Scan Operator will travel to each location on their schedule, meet the site representatives, install signage and perform test transmissions.

3) Agency requirements

- The Project Manager will set up an implementation meeting with each potential state and local agency. The purpose of this meeting is to market our service and understand the unique expectations and requirements of each agency. At this time, IIS will assign a liaison to work with a representative of the agency. The agency representative is typically a member of its licensing staff.
- The needs and requirements of each agency will be incorporated into IIS' scheduling and reporting system.

4) Technical requirements

- The Project Manager will meet with the State project manager to discuss the installation locations and physical requirements for any components that will be located within the Michigan State Police facility.
- A secure data line between IIS and MSP will be ordered and installed.
- The Project Manager will assemble and configure all of the computer hardware, as specified in the proposal.



- Applicable software will be installed, configured and tested on each hardware component. After preliminary testing has been satisfactorily completed, stress testing will be performed. Stress testing will continue until performance and reliability is insured to meet or exceed all requirements.
- On completion of component testing, the entire system will be staged into a network approximating a normal operating environment. When staging has been completed and all components are tested as a system, the complete system will undergo stress testing. Any component or area of the system that fails to meet specified requirements will be upgraded or replaced until the entire system meets or exceeds all requirements.
- After completion of all testing procedures, the Project Manager and the implementation team will deliver the system to each location and prepare for installation. When directed to proceed by the MSP Project Manager, installation and testing of all components will be performed. When testing has been satisfactorily completed, the system will be ready for activation.

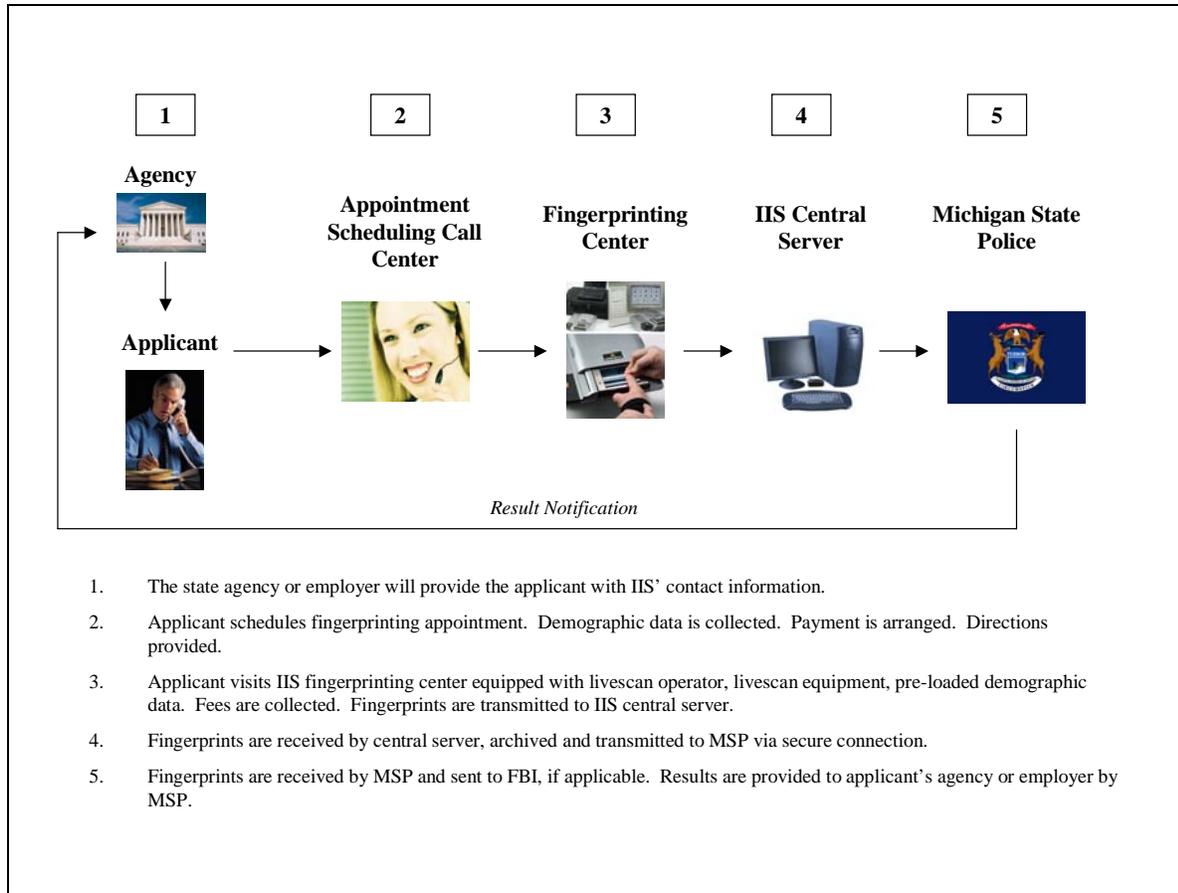


4. Project Team Structure, Internal Controls and Communications.

Describe how you will structure project teams for MSP projects. Also describe what internal controls and/or communications methods you will use to track, monitor and report progress during the project.

CONCEPT OF OPERATIONS

The following graphic depicts our project approach at a summary level:



1. The state agency or employer will provide the applicant with IIS' contact information.
2. Applicant schedules fingerprinting appointment. Demographic data is collected. Payment is arranged. Directions provided.
3. Applicant visits IIS fingerprinting center equipped with livescan operator, livescan equipment, pre-loaded demographic data. Fees are collected. Fingerprints are transmitted to IIS central server.
4. Fingerprints are received by central server, archived and transmitted to MSP via secure connection.
5. Fingerprints are received by MSP and sent to FBI, if applicable. Results are provided to applicant's agency or employer by MSP.

The following information will a) describe the project approach that IIS has developed to meet the requirements of this RFP, b) address how our staff will be structured and c) detail the controls and methods we will use to track, monitor and report progress.



SCOPE OF WORK

The Michigan State Police (MSP) Criminal Justice Information Center (CJIC) processes applicant fingerprint requests pursuant to state and federal laws requiring applicant background checks. Currently applicants go to a local law enforcement agency or other fingerprinting service employment screeners and other independents hired by agencies and companies) to be printed. Prints are taken on a paper card and then mailed, with the required fee, to MSP-CJIC. MSP staff must receipt money and enter all the demographic data for processing. Live Scan Operators must scan the prints into the MSP Automated Fingerprint Identification System (AFIS). Responses are printed and mailed from MSP. New legislation requiring background checks place-increasing demand on the limited MSP staff. There are currently six MSP staff assigned to process between 90,000 and 100,000 applicant prints yearly. New statutes (state and federal) such as: Hazmat licensing, insurance agent licensing and healthcare employment will add approximately 150,000 more print requests. Current turnaround time averages two to five weeks. Employers and government licensing need a quicker turnaround.

MSP-CJIC is soliciting bids to provide a statewide electronic fingerprinting service and related processing for licensing and employment purposes pursuant to state and federal laws requiring applicant background checks.

The goal of this project is to establish a contract to pre-qualify one or more Live Scan service vendors in a timely, efficient and accurate manner. This contract will include applicant scheduling, electronic fingerprint and demographic capture and submission, fee collection, electronic funds transfer and reconciliation, and information reporting. The MSP-CJIC does accept electronic applicant print submissions from governmental units, this contract will not prevent the selected vendor from entering into an agreement to provide service for applicant print processing as an agent for a governmental unit. In the future as upgrades to the state AFIS system and as automation relieves staffing burdens, it is anticipated that Michigan only background checks will be processed without a specific legislated mandate.

The vendor may charge a reasonable service fee above the required print processing fee that the state collects. Some statutes may define the service fee (example- "carry conceal weapons" an agency cannot exceed \$15.00) Currently CCW is the only statute with a defined fee for printing service above the state and FBI fees. Increases in the service fee should be limited to once a year and not exceed the cost of living index (cannot increase CCW fee).

This scope of work is understood and is essentially being performed by IIS in several states currently. The details of our proposed solution in this response demonstrate our full compliance with these requirements.

The Vendor must provide scheduling by a toll free phone, fax, email, website, etc.



IIS has developed a statewide fingerprint scheduling system, which is currently being used for its statewide networks in Tennessee, California, and Illinois. IIS believes that its scheduling system is a cornerstone of its ability to provide excellent customer service to applicants. The software is capable of sifting through a complex list of fingerprinting locations and hours of operation to quickly find a convenient time and location for the applicant. The average phone call for applicants in Illinois and Tennessee is approximately three minutes, which demonstrates the speed and simplicity of IIS' system. IIS' scheduling system currently schedules over 500,000 fingerprinting appointments annually and can easily expand to meet the additional volume that would be generated by this RFP.

IIS provides a single contact point for all scheduling using a toll-free telephone number, a toll-free fax number or secure Internet website. All demographic information provided by the applicants is entered into IIS' centralized scheduling system. The fax system is used for the hearing impaired and those agencies scheduling large numbers of individuals for a specific time period. Data is provided directly by the applicant, is entered only once, and is verified by the applicant at the fingerprinting session, thereby, ensuring data accuracy and integrity.

This scheduling system involves the scheduling of all fingerprinting appointments, centralized data entry of all demographic information, electronically transferring demographic data to each livescan workstation prior to each fingerprinting session, and electronically transmitting fingerprint data to MSP on a daily basis.

IIS' scheduling department currently employs more than forty (40) scheduling operators. While certain operators will be dedicated to this project, all operators are cross-trained so that they can be utilized during peak periods, if needed. IIS' phone system allows management to monitor its call center and reallocate resources when necessary. Casey Mayfield, Customer Service Manager, manages this department.



Scheduling Operator

IIS' scheduling department will be open Monday through Friday 7am to 6pm Eastern Time. If an applicant calls outside of the business hours described above, they can leave a message in a voice-mail box and have their call returned during business hours. In addition to scheduling fingerprinting appointments, IIS' operators provide directions to fingerprinting appointments, answer billing questions, and answer questions about the fingerprinting process.



The following graphic depicts the data entry screen in our appointment scheduling web component. The secure website will be available at least 23 hours a day, seven days per week.

The screenshot shows a web browser window titled "Identix - Mozilla Firefox" displaying the "Michigan Registration" form. The form is divided into three main sections: I. CONTACT INFORMATION, II. PERSONAL INFORMATION, and III. BILLING INFORMATION. The "Personal Info" tab is selected, and the form fields are as follows:

I. CONTACT INFORMATION			
First Name	Last Name	Middle Name	Suffix
Street Address	City	State (ALASKA)	Zip
Apt. Number	Country		
Home Phone	Work Phone	Ext.	Cell Phone
II. PERSONAL INFORMATION			
Date of Birth ex: 09/26/72	Gender (Male/Female)	Height (ft./in.)	Weight (lbs.)
Ethnicity	Hair Color	Eye color	Birthstate (ALASKA)
Citizen Country	Immigration Status	Immigration Date ex: 09/26/72	Alien Registration Number
Military	Discharge Date	Discharge Type	
License Number	License State (ALASKA)	License Status	
III. BILLING INFORMATION			
Payment Method (Check)	Card Number	Exp. Date	

A "Submit Request" button is located at the bottom of the form. The browser's taskbar shows the Windows Start button, RealPlayer, and the Identix - Mozilla browser window. The system clock indicates 2:29 PM.

IIS has a fully trained staff of Spanish-speaking operators available for applicants who prefer to schedule their appointments in Spanish. IIS' telephone system is compatible with devices used by hearing impaired applicants. In addition, hearing impaired applicants may use IIS' toll-free fax number for use in scheduling their appointment. In IIS' experience, applicants who have difficulty scheduling their appointments by phone (hearing impaired, speech impaired, non-English speaking, non-Spanish speaking, etc.) are best served when their licensing representative collects all necessary information from the applicant and calls IIS on their behalf.

All fingerprinting must be scheduled within 10 days of request.

This section is understood and the proposed solution in this response is fully compliant with these requirements. Please refer to the next section below for a detailed description of the proposed network of fingerprinting locations that we have designed to meet the time, geographic and volume requirements of this RFP.



Print locations must be less than 50-mile radius, permanent office or mobile unit from the applicant.

Without a solid understanding of the expected volumes each vendor can expect, it is difficult to propose the specific fingerprinting locations and hours of operation necessary to efficiently meet this and other RFP requirements. Therefore, the following schedule has been developed utilizing an estimate of 50,000 applicants per year. Upon award, IIS will work with participating state agencies and private firms to establish specific fingerprinting locations and hours of operation in order to meet all the requirements of this RFP and provide excellent service to our customers. All locations will be presented to the State of Michigan for approval and will be ADA compliant.

The Logistics Manager uses scheduling, tracking and reporting software to monitor volumes at each location. As volumes dictate, IIS will increase or decrease the number of livescan machines, livescan operators, fingerprinting locations and scheduling operators as required to meet the fingerprinting needs of all state agencies.



Fingerprinting Session

In building our example fingerprinting network, we first identified all major population areas. Next, we drew a circle with a 50-mile radius around each of these locations to determine where “holes” existed in our coverage statewide. In the middle of each of these “holes” we selected a city and drew a 50-mile radius around each city.

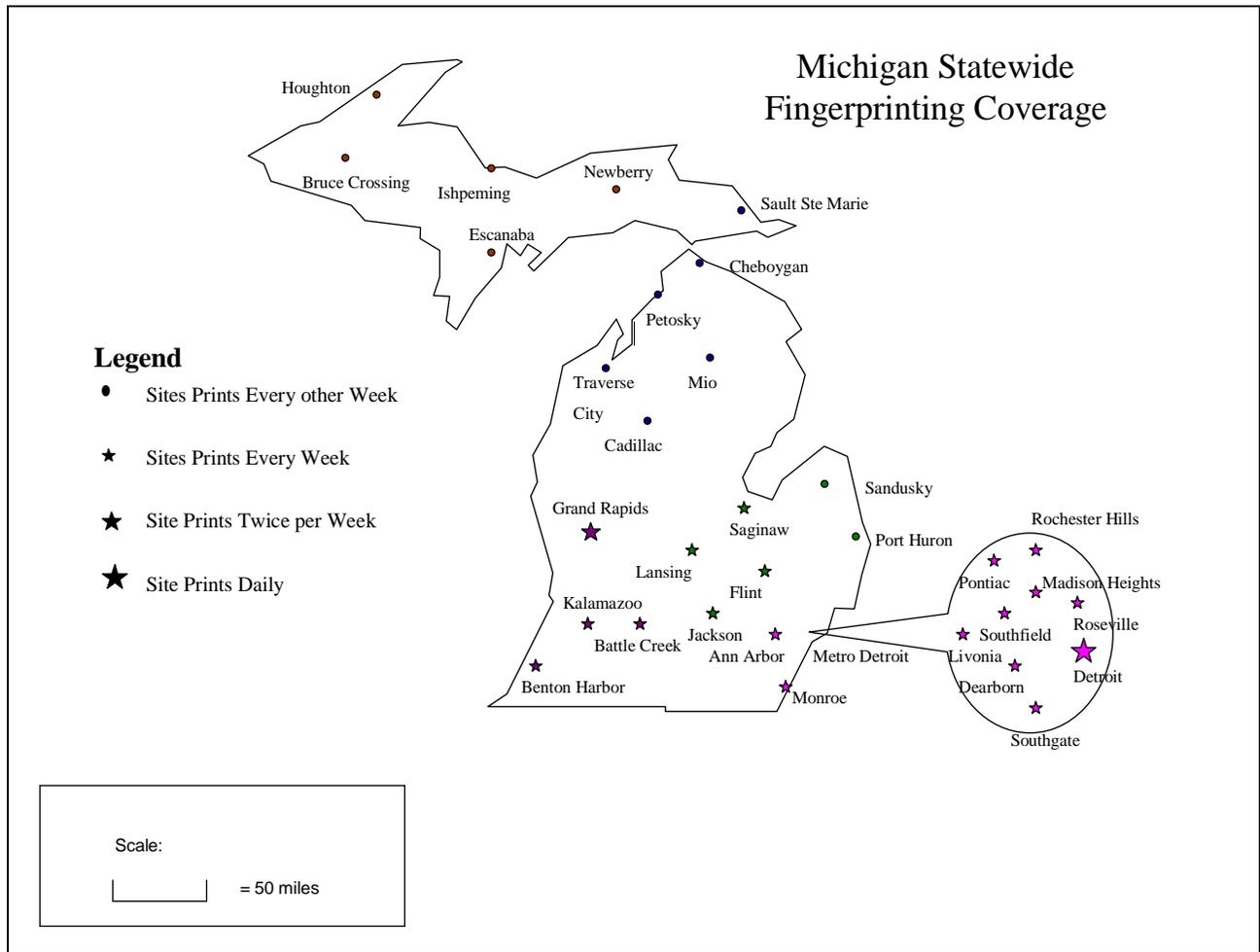
Our next task was to determine how frequently we needed to fingerprint at each location in order to meet the demand in that area and comply with the requirement to have each applicant printed within 10 business days. Using an estimate of 50,000 applicants per year, IIS developed an estimate of the volumes to be expected at each fingerprinting location.

The proposed statewide fingerprinting network will consist of 32 fingerprinting locations - 1 permanent location and 31 additional fingerprinting locations covered by 7 mobile fingerprinting units. The network will meet or exceed all geographic and time requirements outlined in the RFP.

Fingerprinting locations will generally be open from 7:00am to 6:00pm Eastern Time Monday through Friday, however hours of operation will be determined based on the demand in each area. If there is a sufficient demand for evening or weekend hours, IIS may offer such services in certain locations. The locations will all be staffed with locally hired Michigan residents that complete IIS' intensive training program.



The proposed fingerprinting locations, based on an estimated volume of 50,000 applicants per year, are as follows:

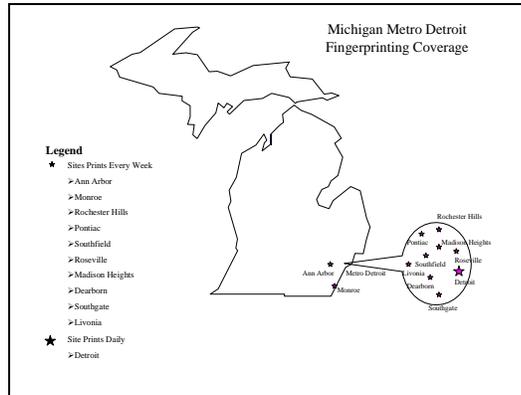




1) Detroit Area

The Detroit Area will be served by one permanent location and two full-time Mobile Fingerprinting Units that will serve the following 11 cities:

<u>City</u>	<u>Sessions</u>
Detroit	5 per week
Rochester Hills	1 per week
Pontiac	1 per week
Southfield	1 per week
Roseville	1 per week
Madison Heights	1 per week
Dearborn	1 per week
Southgate	1 per week
Livonia	1 per week
Ann Arbor	1 per week
Monroe	1 per week



2) Central Region

The Central Region will be served by one full-time Mobile Fingerprinting Unit that will serve the following 6 cities:

<u>City</u>	<u>Sessions</u>
Flint	1 per week
Saginaw	1 per week
Lansing	1 per week
Jackson	1 per week
Sandusky	1 every other week
Port Huron	1 every other week





3) Southwestern Region

The Southwestern Region will be served by one full-time Mobile Fingerprinting Unit that will serve the following 4 cities:

<u>City</u>	<u>Sessions</u>
Grand Rapids	2 per week
Kalamazoo	1 per week
Benton Harbor	1 per week
Battle Creek	1 per week



4) Northern Region

The Northern Region will be served by two part-time Mobile Fingerprinting Units that will serve the following 6 cities:

<u>City</u>	<u>Sessions</u>
Cadillac	1 every other week
Traverse City	1 every other week
Milo	1 every other week
Petosky	1 every other week
Cheboygan	1 every other week
Sault Ste Marie	1 every other week



5) U.P Region

The U.P. Region will be served by one part-time Mobile Fingerprinting Unit that will serve the following 5 cities:

<u>City</u>	<u>Sessions</u>
Houghton	1 every other week
Bruce Crossing	1 every other week
Ishpeming	1 every other week
Escanaba	1 every other week
Newberry	1 every other week





As stated previously, IIS will increase or decrease the number of livescan machines, livescan operators, fingerprinting locations and scheduling operators as volumes dictate in order to continually meet or exceed the requirements set forth in this RFP.

On-Site Fingerprinting Sessions

For groups of 30 or more, IIS can also arrange for on-site electronic fingerprinting sessions at no extra charge. These sessions are often desired for training classes, at testing sites, and at employer locations.

Electronic fingerprint and demographic capture and transmission to MSP from a single connection.

The live scan workstations used by IIS will transmit fingerprint records to our Central Server, located at our headquarters in Springfield, IL. The Central Server will transmit the fingerprints to MSP over a dedicated, secure communication circuit. The electronic transfer of fingerprint and non-fingerprint data will be submitted by IIS to MSP in NIST format and in accordance with the MSP Electronic Fingerprint Transmission Specifications (EFTS).

The Central Server will be configured and implemented in a fully secure and segregated manner, ensuring a secure operating environment. All appropriate measures will be implemented to ensure security and access is controlled. The Central Server will be configured to retain seven days worth of submissions, at a minimum, in order to allow for transaction retention in the case of circuit or equipment problems in any part of the network. All records will be transmitted to the MSP Fingerprint Gateway once normal operations are restored.

IIS will adhere to all existing State technology standards.

Pictured ID required before applicant prints are captured. Insures person printed is the one with the appointment.

Prior to each fingerprinting session, the IIS operator will review the scheduled person's valid photo identification, in accordance with state agency and MSP guidelines, and ascertain that the person is being fingerprinted for the purpose intended and is the person with the appointment. As a part of their training course, each operator is trained in the proper forms of identification and screening techniques. If an applicant misrepresents their identity or the vendor suspects a misrepresentation, they will turn the applicant away and forward a report of the incident by email to the licensing agency contact within one business day.

Collection of state and FBI print processing fees, electronic transfer, credit card, check, etc.



When scheduling the fingerprinting appointment, the applicant will be provided with fee information and will select their preferred payment method. IIS' custom software searches the MSP-approved fee schedule and the IIS' billing database and determines the appropriate fee and form of payment arranged with the related agency or private firm. The fee schedule will be set based on the line items in the contract and will include the Vendor's fee and the MSP/FBI processing fee. Because this information is provided to the applicant on the front-end, confusion at the fingerprinting site is eliminated. At a minimum, IIS will accept major credit cards, debit cards, cashiers checks and money orders. If personal checks are accepted, IIS will be responsible for all NSF checks and will be responsible for payment of all fees due.

For the convenience of state agencies and private firms, IIS has established an invoicing system and an escrow account system. These systems allow agencies and private firms to provide IIS with the funds required for fingerprinting and eliminate the need for the companies to send individual checks with the applicants. If an applicant's fee is being paid by another entity, their name will be verified in the manner selected by the paying entity. Often, this involves the use of a password that is given to the applicant. If an agency prefers to provide a list of approved names, IIS will provide verification of the applicant against the list. Verifying the form of payment during the scheduling process, as opposed to at the fingerprinting site, serves to reduce complications at the site that slow down processing.

On the day of the appointment, the IIS fingerprinting technician will confirm that the applicant's form of payment matches the form of payment that was entered at the time of scheduling. The electronic file transferred to livescan workstations each day includes the required payment amount for each scheduled individual. The livescan operator collects payments, as applicable, and maintains a list of all payments received for the day. The list includes client name, social security number, telephone number, and check or money order number. The livescan operator endorses the check on-site with an IIS endorsement stamp, which assists in the prevention of theft.

At the end of each day, the livescan operator executes an IIS-developed program which displays payment information on all clients fingerprinted that day. The livescan operator compares the displayed list against the manual list for reconciliation. After all payments have been accounted for, the operator sends all checks and money orders to IIS in Springfield.

In Springfield, the billing department reconciles the payments sent in by the livescan technician to the list of submitted fingerprint transmissions to assure that all payments have been properly received. The billing department then applies all payments to each applicant/agency account.

Deposit collected funds by EFT to MSP account.

IIS will deposit all funds collected by EFT to MSP's account. IIS will also provide MSP with a billing report that will include the amount collected from each individual, the date, the fees were collected, the TCN number, the reason the applicant was fingerprinted and the service fee collected for each transaction. The report will be sorted by reason fingerprinted and then by date.



Audit and Management reports needed by MSP. (ex. fp code volume, turnaround time from request, etc.)

IIS will provide Audit and Management reports as needed by MSP. At a minimum, these reports will include: fp code volume, turnaround time, CCW's by county, applicants by reason code for selected period by agency/city/county, and fees collected by reason code.

IIS currently provides very similar reports to our clients in Tennessee, Illinois, and California. For example, IIS currently provides a monthly electronic file listing: name, SSN and DOB of each person fingerprinted, along with the fingerprint location, SID, reason fingerprinted and fees collected.

Maintain a file of requests for printing. This will be in the form of the request supplied by the applicant/employer at time of printing.

This section is understood and the proposed solution in this response is fully compliant with these requirements.

Provide response delivery by mail, website, etc., if allowed by statute or policy.

IIS developed a response delivery system for our Tennessee implementation, which is in use and administered by TBI that allows employers and licensing agencies to process both state and FBI responses. Additionally, the Tennessee implementation also allows for automated results letter generation by TBI by the use of software provided as a part of the service offering there.

If such an offering is allowable in Michigan, IIS will work with MSP to develop a mutually agreed-upon response delivery system.



SPECIFICATIONS

Hardware and software must meet state and FBI specifications for electronic transmission. Hardware and software are the vendor's responsibility.

IIS will utilize Identix' TouchPrint™3000 and 3100 Enhanced Definition systems that include the latest in live scan fingerprinting technology.



TouchPrint 3100-Transportable



TouchPrint 3000-Transportable

All Identix TP-3000 Live Scan systems are FBI Appendix F and MSP Certified.

The Importance of Identix Live Scan Image Quality

Image quality is really the most important component of a live scan system. There is really no point in capturing a print with poor image quality such that it cannot be used to correctly identify the subject on the first submission. Although other components of a live scan system are important, i.e. transmission, interface capability, operability and price, image quality must be the most important consideration. If an image quality is poor, the chance of the submission being rejected increases dramatically. Some low cost live scans being used today are experiencing a rejection rate of 30% in live operation. This is costly and inconvenient to the agency and the applicant. Worse yet, if a “bad guy” escapes detection due to a poor image capture quality, this could have far reaching adverse effects on public safety and the agency's reputation.

“Worse yet, if a ‘bad guy’ escapes detection due to a poor image capture quality, this could have far reaching adverse effects on public safety and the agency's reputation”.



The Identix live scan fingerprinting technology includes the following technologies that differentiate our products from others in the market place and contribute immensely in our success in being the industry leader in image quality:

- **Moisture Discriminating Optics™**
Innovative patented imaging technology overcomes the effects of moisture (e.g., sweat) on fingerprints, providing the clearest images in the industry and eliminating the need for drying or conditioning fingers prior to capturing prints.
- **Dual Beam Array™** Unique lighting mechanism (patent pending) produces enhanced image dynamic range (greater than 8-bit grayscale and high signal to noise) and higher overall image quality. Significantly improves AFIS performance.

These technologies added to Identix' superior optic sensors reduce the unclassifiable rate from the State and FBI, thus maximizing lights-out performance and improving productivity by:

- **Reducing the number of fingerprints required to be re-rolled.**
- **Reducing the “cost” of obtaining a “False Negative”.**

The TouchPrint Enhanced Definition 3000 Series represents a breakthrough in optics and electronic imaging to provide the highest image capture quality required for maximum AFIS performance. The TouchPrint Enhanced Definition 3000 Series employs a sensor with triple imaging power and incorporates new anti-smearing and anti-smudging technologies to go far beyond Appendix F requirements and standard definition systems that are on the market.

More pixels per inch than the standard 500 ppi live scan system means better resolution, but even more importantly, the TouchPrint Enhanced Definition 3000 Series provides the image clarity needed to prevent false artifacts and capture important friction ridge detail. The high dynamic range sensor results in maximum contrast and gray scales, bringing out the minutiae and pore detail in the fingerprint image with virtually no distortion. The patented optics ‘see’ through moisture, dirt and latent prints left behind on the platen, making it easier to capture high quality images – consistently – regardless of the challenges you face such as dry or sweaty fingers or an unclean platen. “Best in class” in image capture quality, rather than “good enough” is the phrase to use in deciding which live scan to use in the critical job of accurately identifying people.

- Nearly 1000 dpi resolution for maximum detail
- Superior optics with triple the imaging power for unparalleled image clarity
- Designed to eliminate variability that directly impacts image quality: no moving parts, no pads or coatings, no heated platens



TouchPrint Application Software

The TouchPrint Application software supplies the functionality required by the RFP including, real time finger quality checking that meets the strict FBI requirements and transmission of the digitized fingerprints in EFTS format over a secure network to MSP. The TouchPrint Application also includes functionality for demographic data entry or data import, traditional tenprint capture with FBI Appendix F certification, fingerprint card printing including Appendix F drivers, FBI certified WSQ and NIST transmission to any AFIS system currently deployed in the world.

The TouchPrint Application Software provides data validation tables, as well as data validation checks. For example, this software verifies that the input of the Social Security Number is nine digits and that the input birth date is not in a future date. IIS is currently utilizing state- and agency-specific edit tables in Illinois, California and Tennessee. These edit tables require the livescan operator to provide valid data prior to capturing fingerprint images. Used in conjunction with default variables for each state agency, this process ensures the accuracy of all required data. Tables are updated as necessary each day on each livescan device during the process of loading the daily fingerprinting schedule onto the livescan.

IIS has also developed custom livescan software designed specifically for its applicant fingerprinting networks. This software is installed on all livescan workstations, and ensures that all fingerprints captured are successfully transmitted to the MSP. The software also displays payment information on all clients fingerprinted during each day's session and allows the electronic transfer of demographic data to and from each livescan workstation. This software allows the livescan operator more time to fingerprint the applicants by eliminating the data entry at the workstation and, thereby, increases the fingerprinting capacity of each workstation by 40 percent.

The livescan equipment has built-in quality assurance software, which can be adjusted to the MSP quality checking measures. This software reviews each fingerprint for the quality of print resolution, and rejects those of poor quality. In addition, the software checks the sequence of the fingerprint images by first capturing the 'slap' images of each hand, and then the 'rolled' images for each finger. The software matches the fingerprint pattern of each finger to the slap image, and rejects the image if the pattern differs. The operator must successfully re-capture all rejected fingerprints before the ten print card can be closed and transmitted to MSP for processing. Each IIS livescan operator is trained in the identification of pattern type, delta(s), core, and determining the overall quality of the fingerprint. In addition, the livescan operators review each unclassifiable fingerprint card with the Project Manager.

1.1.1.1

TouchPrint 3000 Enhanced Definition Series Advantages

- Goes far beyond Appendix F to provide maximum AFIS hits
- Results in fewer rejections
- Overcomes challenges in high throughput environments
- No image quality degradation over time
- Highly reliable



Live Scan Maintenance

IIS will provide all maintenance for the livescan equipment used in operation of the statewide fingerprinting network. All maintenance costs are including in the cost of the fingerprinting service. IIS will ensure that all equipment is properly maintained and receives routine preventative maintenance and is FBI certified.

IIS employs a team of trained and certified maintenance technicians. In addition, IIS' livescan operators are trained in basic troubleshooting of their livescan workstations. When an equipment problem arises, IIS' livescan operator will attempt to diagnose the problem and affect necessary repairs on-site. Operators are provided with supplies necessary to make basic repairs. If the livescan operator cannot correct the problem, they will notify IIS' maintenance department.

The maintenance department will immediately begin remote diagnostics. Based on the diagnostic results, the technician will either walk the livescan operator through the step to correct the error or dispatch a maintenance technician to the fingerprinting location. The technician will first attempt to repair the machine in the field. If this is not possible, the technician will simply replace the damaged unit with a new livescan machine. All technicians are trained to make sure the location has a fully operational machine prior to their departure.

During any equipment downtime, IIS will activate the following back-up plans:

- 1) All technicians are supplied with and trained to use ink fingerprinting kits. IIS' card scanning department can convert ink fingerprint cards into digital images for electronic submission. If an applicant does not want to be fingerprinted in ink or wait for the equipment to be repaired, they will be rescheduled for another time.
- 2) If the equipment downtime is expected to be significant, IIS' livescan operator will notify the scheduling department. IIS' scheduling operators will call each applicant on the schedule for the day and notify the applicant of the problem. Applicants will be offered the choice of keeping their appointment or re-scheduling for another time.

A network diagram with firewalls and application to connect must be completed. Application to be supplied by MSP. MSP will forward the application to the Criminal Justice Information Systems Policy Council (CJIS -PC) for approval.

IIS will complete all requirements of this section to complete the application to be sent to the CJIS-PC at the appropriate time.

The vendor is responsible for finding a Data Gateway or means to connect and all connectivity costs.

IIS will provide a secure and effective means to connect and pay for all associated connectivity costs.



WORK VOLUME

MSP cannot guarantee applicant-fingerprinting volume to the vendor, however, local law enforcement have given a favorable response to this initiative . Governmental units can continue or establish connection to MSP for applicant processing. There are certain fingerprint reason that must be mailed, such as (but not limited to) adoption, personal, record review, visa/immigration, conviction set-aside, name change, HUD housing and requests that are for less than the statute requirement. The aforementioned fingerprint reasons require a paper document accompany the fingerprints, which livescan cannot capture. These types of requests account for less than 3% of the 90,000-100,000 prints processed currently. These requesters can be printed by the vendor and be given a hard card for mailing. For those Certain state-licensed applicants are required to submit prints with their license application and fees, the prints are forwarded to MSP by the state licensing agency. The sheriff or local police department must process Carry Conceal Weapon (CCW) by statute. The vendor may enter into an agreement with any governmental unit to process prints as an agent of that government unit. **If the vendor contracts with the Sheriff to process CCW prints the fingerprinting fee must not exceed the statutory rate of \$15.00.**

This section is understood and accepted. IIS will operate this network in compliance with all rules, laws, and polices of the State of Michigan. When required, IIS will provide the applicant with a hard fingerprint card.

OFFICE SPACE

Office sites to be identified by vendor and that they must meet the 50 mile one way radius requirement for the applicant population.

This section is understood and the proposed solution in this response fully addresses this requirement. See proposed coverage on pages 21-25.

IIS has been very successful working with participating agencies and companies to obtain the necessary office space required to perform our fingerprinting service. IIS already has a commitment from one of our business partners, Thompson Prometric, to utilize their office space in Detroit, Lansing, and Grand Rapids, if necessary.

At each location, the Logistics Manager will work with the appropriate personnel to install necessary data, phone and fax lines. Unless the location chooses otherwise, all telecommunication costs are billed directly to IIS. Any equipment that is necessary to operate an efficient network, such as fax machines, telephone, phone lines, modems, etc. are provided by IIS at no additional cost.



Mobile units to cover areas of lower population with a proposed schedule to meet needs.

This section is understood and the proposed solution in this response fully addresses this requirement. See mobile unit schedule on pages 21-25.

INCURRING COSTS

MSP is not liable for any costs incurred by the vendor.

This section is understood and accepted. IIS will be liable for all costs incurred.

NEWS AND INFORMATION RELEASES

News releases pertaining to the service must have prior written approval from MSP. No data can be provided by the vendor without prior approval and then only to the designated persons.

This section is understood and accepted.

MSP RESPONSIBILITY

Provide the selected vendor with the CJIS Policy Council application for livescan connection at contract signing.

- Forward the completed application to the CJIS Policy Council.
- Assign the Vendor a unique ORI/Agency ID for the livescan unit.
- Training reference fingerprint reasons.
- Assist government agencies in directing applicants to fingerprinting offices.
- Notify the Law Enforcement community and other government entities of the vendor availability.

This section is understood and accepted.



LIABILITY AND INTEGRITY

- MSP is not liable for incorrect criminal history responses due to incorrect livescan transmitted data.
- The vendor will provide a list of livescan operators to MSP-CJIC.
- MSP-CJIC may require a background check on all livescan operators.

1.1.1.1.1.1.1

This section is understood and accepted.

1.1.1.1.1.1.1.2

OTHER IMPORTANT INFORMATION

A. FINGERPRINT ARCHIVING

IIS has developed a custom fingerprint archival process. This process is utilized to archive all fingerprints captured by IIS. Over 500,000 fingerprint images have been archived by IIS to date.

IIS will make this service available to participating agencies and will not archive prints longer than required by the State without the express written consent of an agency. Any images archived are maintained by IIS, but are the sole property of the submitting agency. These images will be purged based on the requirements of each agency and MSP.

B. CARD SCANNING SERVICES

If desired, IIS can provide card scanning services. This involves the conversion of paper fingerprint card into a digital format for electronic conversion to MSP. Customers in remote areas or out-of-state customers often utilize this service.

IIS utilizes commercial off-the-shelf (COTS) Titan ImageClear ACS6000 Card Scanning Workstations to its current inventory of Card Scanning Workstations in our Springfield, Illinois corporate office. IIS utilizes this workstation for its existing card scan customers and is pleased with its reliability, speed and accuracy.

Titan's Systems and Imagery Division (SID) has extensive experience in the design, engineering, manufacturing, integration, and support of fingerprint scanning systems for law enforcement and civil identification applications. Since 1963, SID has developed solutions for image acquisition and exploitation for government clients. In 1996, at the request of the FBI, SID developed the first 1000 ppi scanner for use in the FBI's Laboratory to capture and analyze latent prints. Since that accomplishment, SID has developed and supports a variety of fingerprint card, latent and palm print scanning systems. **All SID's solutions are in strict compliance with the FBI's Appendix F IQS for image capture.**

**ImagClear® ACS6000****Desktop Batch 10 Print
Card Scanning Workstation**

*FBI Certified to the IAFIS IQS Appendix F
Scanner Requirements*

The ACS6000 Workstation is warranted IQS Compliant, has automated image extraction and automated image analysis and optimization.

Unmatched Performance

- 30 Card Input Hopper
- 42 Cards Per Hour Throughput - Single Sided
- Dual-Sided Scanning
- Automated Unattended Batch Card Processing
- Automated Image Processing
- Automated Merging of Type-1, Type 2, and Type-4 Data
- Automated EFT File Creation
- Scan up to 300 Cards Per Day
- One-Year Warranty

**Easy to Use**

- QuickScan Digitizing and Processing Software
- Windows®-Based Graphical User Interface
- Point-and-Click Selectable Options
- Ethernet Compatibility with NT-Based Networks

High Performance Micron® Workstation

- 1.5 GHz Pentium® Processor or Greater
- 512 MB SDRAM
- 20 GB Hard Drive or Greater
- 17" Micron Trinitron Monitor
- 10/100 PCI Network Card
- Windows Compatible Keyboard & Mouse
- Mini-Tower Case
- Microsoft® Windows 2000
- CD-ROM Drive
- 1.44MB 3.5in Floppy Drive
- SCSI Interface Card

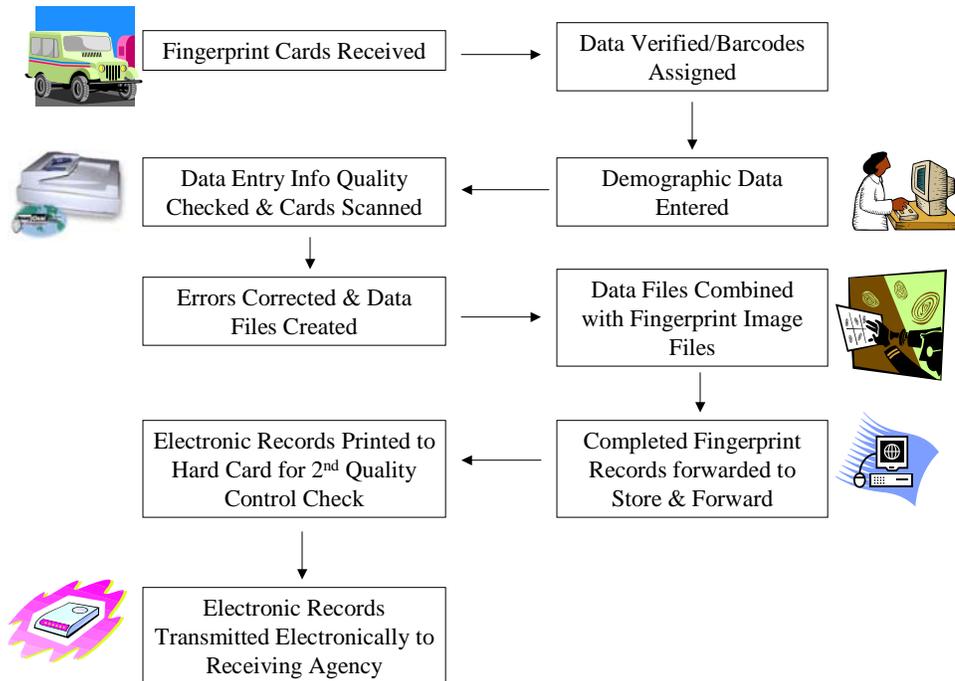
These workstations have sufficient storage capacity to ensure that card conversion can continue in the event that the communication link between IIS and the MSP experiences downtime.

In addition, IIS has the capability to archive fingerprint records for any length of time approved by the MSP via our proprietary Archival and Retrieval System. This would allow fingerprints to be re-submitted in the future without having to rescan a paper card or re-fingerprint an employee. The Archival and Retrieval System electronically stores the demographic data and 14 WSQ-compressed images files for each applicant. These images meet the current state and federal



NIST and IQS standards. IIS maintains both an onsite and offsite copy of the archived fingerprint records.

The following information summarizes our card scanning approach.



Fingerprint Cards Received – On a daily basis, IIS will receive paper cards from state agencies.

Fingerprint Cards Reviewed and Batched – A staff member will open each package, apply a barcode label to the card, scan the card into IIS’ Card Tracking System, review the card for completeness and legibility of demographic data, and group approved cards into batches of 100. In the event that a fingerprint card was removed from the batch due to incomplete or illegible data, the card will be sent to the Quality Assurance Department for further follow-up with the customer. The removal of the card from the batch will be entered into the Card Tracking System.

Each time a card physically changes locations during the conversion process, the card will be scanned via a bar code reader. The Card Scan Tracking System, therefore, can be utilized to locate a card at any point during the conversion process.

In order to reduce the number of data enter errors, IIS recommends that customers ideally adhere to the following format restrictions:

- The demographic data should typed.
- All demographic fields must be fully completed.
- Only FBI cards should be utilized.
- The customer should provide contact information with each package in the event that IIS needs to contact them to resolve demographic data issues.



Demographic Data Entered – A Card Scan Technician will take a batch of 100 cards and enter the demographic data into a ACS6000 Card Scan Workstation. As previously noted, IIS has a significant level of experience with the data entry of demographic data. IIS currently employs over 40 data entry clerks who enter demographic data for over 400,000 fingerprint cards annually. IIS' proprietary Demographic Data Entry Software automatically performs a number of checks to verify that the information entered is free from error and meets FBI and MSP submission standards.



Cards Scanned - The card scan technician places the cards into the ACS6000 card feeder. The ACS6000 automatically converts the fingerprint card to a digital image.



Errors Corrected and Data Files Created – Once the batch is complete, IIS' Card Tracking Software compares the list of converted cards to the list of cards entered into the Card Tracking System at the beginning of the process. If any data errors are detected or any cards are missing from the batch, an error report is generated.

Records sent to IIS Store and Forward – The data files are combined with the fingerprint images. The complete record containing the Type 1 data (demographic data), Type 2 data (bar code) and Type 4 data (fingerprint record) are transmitted to IIS' Store and Forward machine at corporate headquarters.



Quality Assurance – A sampling of completed fingerprint records are printed on a hard card for further review to assure that the images are properly aligned and meet quality specifications.

Transmission to Channeling Agent – The fingerprint records are transmitted to MSP in accordance with specifications.



On a daily basis, IIS will provide MSP with a report from its Card Tracking System, which will detail each card received, time received, time transmitted and reason code if not yet submitted (i.e. in quality assurance department or in progress.) Other customer reports can be provided upon request.

Finally, IIS will dispose of or store the paper fingerprint cards in accordance with the MSP's instructions. IIS recommends that all card be destroyed after an agreed-upon period of time.

TSC, which is the channeling agent for the Airline industry, has processed several hundred thousand fingerprint transmissions to date. Eric Whissman, TSC's Director of Transportation Security Operations recently commented that "Identix Identification Services' card-scanning services continually meet or exceed all of my expectations for such a service. They have repeatedly proven to be very supportive of the Transportation Security Clearinghouse's needs, be it custom reporting or the resubmission of previously scanned fingerprints. The turn-around times are short and their ability to handle high volume surges is commendable. Customer service is top-notch. They take the time to call us and inform us if there is a delay anticipated; however, the need for those calls has been infrequent. Bottom line; I trust them to take care of my card scanning as if they were connected to me at the hip and located in the room next door. Zero complaints."



**SECTION 3
CERTIFICATE OF INSURANCE**

Certificate of Insurance Statement: Identix Identification Services will provide a Certificate of Insurance, as a condition of award that demonstrates compliance with all RFP insurance requirements.



SECTION 4 TECHNICAL EVALUATION FORM

III - D COMPLETEING THE TECHNICAL EVALUATION FORM (TEF) (Section III - D)

Three copies of the TEF (examples of experience) are required for Live Services proposed. There are five (5) evaluated elements on the TEF. The TEF will be used by the JEC to assess a vendor's breadth of experience (1), understanding of the technical qualifications relating to each category proposed (2), project approach and methodology (3), work performance (4), and project delivery/results (5).

Project/work experience (TEF element 1): The TEF lists up to three (3) projects/engagements that the vendor has completed since January 1, 2000 that included work that would typically be associated with the category proposed. Vendors may submit a TEF with fewer than three (3) projects/engagements, but doing so will lower the evaluation of the vendor's technical assessment in that category. **Each project submitted must include: *the project title or name; start and finish dates; client company or customer; project dollar value; estimate of the percent of project work that is attributable to the category identified on the TEF; the name of a contact person from the client company or customer; and the contact's phone and email.***

NOTE: By placing a contact name on the TEF, the vendor is granting permission for the Buyer and/or Evaluators to contact this person regarding this RFP. These contact persons may be used to validate information provided on the TEF. It is the vendor's responsibility to alert the contact that they have been named as a potential reference under this RFP.

Scope of work for Project/Engagement (TEF element 2): Identify the work required under the project/engagement scope of work that relates to that category.

Project Approach and Methodology (TEF element 3): Describe the Vendor's approach and methodology used on the project/engagement. In other words, describe the planning and decision making methods that were used to undertake the project.

Vendor Provided Activities and Tasks Performed to Complete the Scope of Work (TEF element 4): Describe the actual work activities and tasks that were used by the Vendor to complete the project/engagement work that relates to this category of services.

Vendor Deliverables, Milestones Achieved, and Outcome/Result (TEF element 5): Describe the deliverables provided with respect to the project/engagement schedule, and identify the results achieved for the Client Company/Customer.

Use of the Same Project on more than one TEF:

Use of the same project on more than one TEF is permissible. Vendors are reminded that they are to estimate the percentage of work attributable to a specific category on each TEF. For a project reported on multiple TEFs, the total of these estimated percentages cannot exceed 100 percent



Technical Evaluation Form (Section III - D continued)

Vendor:

Category of Service:

Experience : Complete three (3) forms (per category of service) for projects that the vendor has completed since January 1, 2001 that include work that would typically be considered part of this category.



TEF #1

1. (a) Project/Engagement Title

California Statewide Applicant Fingerprinting Network

1. (b) Project Title, Dates and percent work related to this project

Project Title: California Statewide Applicant Fingerprinting Network

Project Dates: November 2002 through present.

Percent work related to this project: 100%

1. (c) Client Company/Customer

California Department of Social Services

1. (d) Project Value (\$s) to the client/customer

The project value is approximately \$3 million annually.

1. (e) Estimated percentage of project work attributable to this category

100%

1. (f) Contact person(s) name, phone number and email address for the client

Jeff Hiratsuku, Chief, Criminal Record Clearance Bureau

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2. Scope of Work for Project/Engagement (include only elements that relate to this category of services)

- Applicant fingerprinting
- Appointment scheduling call center
- Statewide permanent and mobile fingerprint locations
- Provide and maintain FBI certified live scan equipment
- Provide fully trained live scan operators
- Fee collection and remittance
- Provide reporting to state police and participating agencies
- Electronic connection to state AFIS

3. Project Approach and Methodology

IIS followed the following project approach:

- Implementation meeting with all project stakeholders
 - Identify stakeholder project leads and stakeholder requirements
 - Define all tasks and deliverables
 - Identify risks and develop mitigators
 - Define performance metrics
- Development of work plan
 - Implementation timetable aligned with State requirements
 - Leverage existing capabilities
 - Identify areas where new resources, personnel and infrastructure will be needed



- Implementation of network
 - Reallocate resources where necessary
 - Hire necessary employees
 - Purchase necessary equipment
 - Configure and test necessary information systems
 - Track work plan
 - Communicate with stakeholders via status meetings
 - Track performance metrics
 - Obtain stakeholder approval prior to going live
- Ongoing system monitoring
 - Retraining and reallocation, as needed
 - Periodic stakeholder meeting to resolve issues

4. Vendor provided activities and tasks performed to complete the scope of work elements in F above

IIS implemented and currently operates a statewide network of 50 permanent and mobile electronic fingerprinting locations that currently serves nearly 300,000 applicants per year and has served approximately 27,000 applicants in a single month. The California Department of Social Services, which requires the fingerprinting of all childcare and adult care applicants, is the largest customer utilizing IIS' network.

IIS provides the following services in association with this network:

- Appointment scheduling – The fingerprinting process is initiated when the DSS licensing agent directs the applicant to call IIS' toll-free appointment scheduling center. IIS' centralized call center is staffed by more than 40 Scheduling Operators (SO), who receive over 3,000 incoming calls per day. The SO collects the required demographic data from the applicant, including: address information, sex, race, height, weight, birth date and place of birth. Employer data is also collected for billing and reporting purposes. A daytime and evening phone number is collected in the event that the applicant needs to be contacted. The SO then assists the applicant in quickly locating a convenient appointment date, time, and location utilizing IIS' scheduling software. Finally, the SO provides the applicant with fee information and acceptable payment options. The SO is also trained to answer any questions from the applicant about the fingerprinting process and provides directions to the fingerprinting center.
- Convenient locations equipped with Livescan equipment and Livescan technicians – IIS operates approximately 50 fingerprinting centers across the State of California, all equipped



with Identix TouchPrint FBI IQS Appendix F certified Livescan systems. IIS utilizes a combination of government facilities, customer locations, and rented facilities for its fingerprinting centers. Approximately 40 of these locations are open Monday through Friday. In remote areas, an IIS livescan operator travels to a different location each day in order to maximize efficiency. The pre-enrolled demographic information for all applicants scheduled for that particular day, is downloaded to the local Livescan workstation, which is re-verified by the applicant during the fingerprinting appointment. Prior to fingerprinting the applicant, IIS' technician verifies the identity of the applicant and collects the appropriate fee. IIS livescan operators complete an intensive training program prior to being deployed.

- Livescan maintenance – IIS maintains all fingerprinting equipment. Identix employs a team of over 75 trained and certified maintenance technicians serving all 50 states plus the District of Columbia. In addition, IIS' Livescan operators are trained in basic troubleshooting of their fingerprinting workstations. When an equipment problem arises, IIS' Livescan operators will attempt to diagnose the problem and affect necessary repairs on-site. Technicians are provided with supplies necessary to make basic repairs. If the Livescan operator cannot correct the problem, they will notify Identix' Touch Care Help Desk. Most equipment problems can be corrected via remote diagnostics within two hours. If the problem is still not resolved, Livescan devices are replaced within 24 hours.

- Electronic connection to the state AFIS - All fingerprint records are transmitted via secure connection from the Livescan location in the field to a central server located in Sacramento. The central server transmits the fingerprint records over a secure T-1 connection to the California Department of Justice (DOJ) AFIS. The central server maintains the fingerprint records for 30 days to ensure that the fingerprints have been successfully processed and adjudicated, at which time the fingerprint record is purged.
 - Reporting – IIS provides customer reporting to the California Department of Social Services and the California Department of Justice to assist those agencies in a) the tracking of applicants through the fingerprinting process, b) fee reconciliation and c) system performance. IIS also provides employers, such as day care providers, with billing statements and other informational reports.

 - Fee Collection – IIS collects the vendor fee and the State/FBI from the applicant, employers or state agency, as appropriate. Fees are explained during the appointment scheduling phone call. Fees are collected at the fingerprinting location via check, credit card or money order. Employers may establish billing accounts if they desire. Fees are remitted to the State on a monthly basis in accordance with the State's instructions.



5. Vendor deliverables, milestones achieved, and outcome/result

Deliverables:

- Reports
- Transmission of fees
- Electronically transmit classifiable fingerprint in accordance with EFTS.

Milestones:

- Implement network within 60 days.

Result:

- All deliverables and milestones were achieved on time.

**TEF #2****1. (a) Project/Engagement Title**

Tennessee Statewide Applicant Fingerprinting Network

1. (b) Project Title, Dates and percent work related to this project

Project Title: Tennessee Statewide Applicant Fingerprinting Network

Project Dates: February 2002 through present.

Percent work related to this project: 100%

1. (c) Client Company/Customer

Tennessee Bureau of Investigation

1. (d) Project Value (\$s) to the client/customer

The project value is approximately \$1.2 million annually.

1. (e) Estimated percentage of project work attributable to this category

100%

1. (f) Contact person(s) name, phone number and email address for the client

Brad Truitt, Asst. Director

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2. Scope of Work for Project/Engagement (include only elements that relate to this category of services)

- Applicant fingerprinting
- Appointment scheduling call center
- Statewide permanent and mobile fingerprint locations
- Provide and maintain FBI certified live scan equipment
- Provide fully trained live scan operators
- Fee collection and remittance
- Provide reporting to state police and participating agencies
- Electronic connection to state AFIS
- Development and implementation of results tracking software

3. Project Approach and Methodology

IIS followed the following project approach:

- Implementation meeting with all project stakeholders
 - Identify stakeholder project leads and stakeholder requirements
 - Define all tasks and deliverables
 - Identify risks and develop mitigators
 - Define performance metrics
- Development of work plan
 - Implementation timetable aligned with State requirements
 - Leverage existing capabilities
 - Identify areas where new resources, personnel and infrastructure will be needed



- Implementation of network
 - Reallocate resources where necessary
 - Hire necessary employees
 - Purchase necessary equipment
 - Configure and test necessary information systems
 - Track work plan
 - Communicate with stakeholders via status meetings
 - Track performance metrics
 - Obtain stakeholder approval prior to going live
- Ongoing system monitoring
 - Retraining and reallocation, as needed
 - Periodic stakeholder meeting to resolve issues

4. Vendor provided activities and tasks performed to complete the scope of work elements in F above

IIS implemented and currently operates a statewide network of 28 permanent and mobile electronic fingerprinting locations. The network currently serves nearly 65,000 applicants per year and has served more than 6,000 applicants in a single month.

IIS provides the following services in association with this network:

- Appointment scheduling – The fingerprinting process is initiated when the applicant is directed to call IIS' toll-free appointment scheduling center. IIS' centralized call center is staffed by more than 40 Scheduling Operators (SO), who receive over 3,000 incoming calls per day. The SO collects the required demographic data from the applicant, including: address information, sex, race, height, weight, birth date and place of birth. Employer data is also collected for billing and reporting purposes. A daytime and evening phone number is collected in the event that the applicant needs to be contacted. The SO then assists the applicant in quickly locating a convenient appointment date, time, and location utilizing IIS' scheduling software. Finally, the SO provides the applicant with fee information and acceptable payment options. The SO is also trained to answer any questions from the applicant about the fingerprinting process and provides directions to the fingerprinting center.
- Convenient locations equipped with Livescan equipment and Livescan technicians – IIS operates approximately 28 fingerprinting centers across the State of Tennessee, all equipped with Identix TouchPrint FBI IQS Appendix F certified Livescan systems. IIS utilizes a combination of government facilities, customer locations, and rented facilities for its fingerprinting centers. In remote areas, an IIS livescan operator travels to a different location each day in order to maximize efficiency. The pre-enrolled demographic information for all applicants scheduled for that particular day, is downloaded to the local Livescan workstation,



which is re-verified by the applicant during the fingerprinting appointment. Prior to fingerprinting the applicant, IIS' technician verifies the identity of the applicant and collects the appropriate fee. IIS livescan operators complete an intensive training program prior to being deployed.

- Livescan maintenance – IIS maintains all fingerprinting equipment. Identix employs a team of over 75 trained and certified maintenance technicians serving all 50 states plus the District of Columbia. In addition, IIS' Livescan operators are trained in basic troubleshooting of their fingerprinting workstations. When an equipment problem arises, IIS' Livescan operators will attempt to diagnose the problem and affect necessary repairs on-site. Technicians are provided with supplies necessary to make basic repairs. If the Livescan operator cannot correct the problem, they will notify Identix' Touch Care Help Desk. Most equipment problems can be corrected via remote diagnostics within two hours. If the problem is still not resolved, Livescan devices are replaced within 24 hours.

- Electronic connection to the state AFIS - All fingerprint records are transmitted via secure connection from the Livescan location in the field to a central server located in Springfield, IL. The central server transmits the fingerprint records over a secure T-1 connection to the Tennessee Bureau of Investigation (TBI) AFIS. The central server maintains the fingerprint records for 7 days to ensure that the fingerprints have been successfully processed and adjudicated, at which time the fingerprint record is purged.
 - Reporting – IIS provides customer reporting to participating state agencies and TBI to assist those agencies in a) the tracking of applicants through the fingerprinting process, b) fee reconciliation and c) system performance. IIS also provides employers, such as day care providers, with billing statements and other informational reports.
 - Fee Collection – IIS collects the vendor fee and the State/FBI from the applicant, employers or state agency, as appropriate. Fees are explained during the appointment scheduling phone call. Fees are collected at the fingerprinting location via check, credit card or money order. Employers may establish billing accounts if they desire. Fees are remitted to the State on a monthly basis in accordance with the State's instructions.



5. Vendor deliverables, milestones achieved, and outcome/result

Deliverables:

- Fingerprint applicants within 10 business days and 50 miles
- Reports
- Transmission of fees
- Electronically transmit classifiable fingerprint in accordance with EFTS.

Milestones:

- Implement network within 60 days.

Result:

- All deliverables and milestones were achieved on time.

**TEF #3****1. (a) Project/Engagement Title**

Illinois Statewide Applicant Fingerprinting Network

1. (b) Project Title, Dates and percent work related to this project

Project Title: Illinois Statewide Applicant Fingerprinting Network

Project Dates: June 2002 through present.

Percent work related to this project: 100%

1. (c) Client Company/Customer

Illinois State Police

1. (d) Project Value (\$s) to the client/customer

The project value is approximately \$500,000 annually.

1. (e) Estimated percentage of project work attributable to this category

100%

1. (f) Contact person(s) name, phone number and email address for the client

Marcel Reid, Chief of Staff

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2. Scope of Work for Project/Engagement (include only elements that relate to this category of services)

- Applicant fingerprinting
- Appointment scheduling call center
- Statewide permanent and mobile fingerprint locations
- Provide and maintain FBI certified live scan equipment
- Provide fully trained live scan operators
- Fee collection and remittance
- Provide reporting to state police and participating agencies
- Electronic connection to state AFIS

3. Project Approach and Methodology

IIS followed the following project approach:

- Implementation meeting with all project stakeholders
 - Identify stakeholder project leads and stakeholder requirements
 - Define all tasks and deliverables
 - Identify risks and develop mitigators
 - Define performance metrics
- Development of work plan
 - Implementation Timetable aligned with State requirements
 - Leverage existing capabilities
 - Identify areas where new resources, personnel and infrastructure will be needed



- Implementation of network
 - Reallocate resources where necessary
 - Hire necessary employees
 - Purchase necessary equipment
 - Configure and test necessary information systems
 - Track work plan
 - Communicate with stakeholders via status meetings
 - Track performance metrics
 - Obtain stakeholder approval prior to going live
- Ongoing system monitoring
 - Retraining and reallocation, as needed
 - Periodic stakeholder meeting to resolve issues

4. Vendor provided activities and tasks performed to complete the scope of work elements in F above

IIS implemented and currently operates a statewide network of 23 permanent and mobile electronic fingerprinting locations. The network currently serves approximately 30,000 applicants per year. At its peak, this network contained 35 locations and served over 125,000 applicants per year.

IIS provides the following services in association with this network:

- Appointment scheduling – The fingerprinting process is initiated when the applicant is directed to call IIS' toll-free appointment scheduling center. IIS' centralized call center is staffed by more than 40 Scheduling Operators (SO), who receive over 3,000 incoming calls per day. The SO collects the required demographic data from the applicant, including: address information, sex, race, height, weight, birth date and place of birth. Employer data is also collected for billing and reporting purposes. A daytime and evening phone number is collected in the event that the applicant needs to be contacted. The SO then assists the applicant in quickly locating a convenient appointment date, time, and location utilizing IIS' scheduling software. Finally, the SO provides the applicant with fee information and acceptable payment options. The SO is also trained to answer any questions from the applicant about the fingerprinting process and provides directions to the fingerprinting center.
- Convenient locations equipped with Livescan equipment and Livescan technicians – IIS operates approximately 23 fingerprinting centers across the State of Illinois, all equipped with Identix TouchPrint FBI IQS Appendix F certified Livescan systems. IIS utilizes a combination of government facilities, customer locations, and rented facilities for its



fingerprinting centers. In Illinois, an IIS livescan operator travels to a different location each day in order to maximize efficiency. The pre-enrolled demographic information for all applicants scheduled for that particular day, is downloaded to the local Livescan workstation, which is re-verified by the applicant during the fingerprinting appointment. Prior to fingerprinting the applicant, IIS' technician verifies the identity of the applicant and collects the appropriate fee. IIS livescan operators complete an intensive training program prior to being deployed.

- Livescan maintenance – IIS maintains all fingerprinting equipment. Identix employs a team of over 75 trained and certified maintenance technicians serving all 50 states plus the District of Columbia. In addition, IIS' Livescan operators are trained in basic troubleshooting of their fingerprinting workstations. When an equipment problem arises, IIS' Livescan operators will attempt to diagnose the problem and affect necessary repairs on-site. Technicians are provided with supplies necessary to make basic repairs. If the Livescan operator cannot correct the problem, they will notify Identix' Touch Care Help Desk. Most equipment problems can be corrected via remote diagnostics within two hours. If the problem is still not resolved, Livescan devices are replaced within 24 hours.
- Electronic connection to the state AFIS - All fingerprint records are transmitted via secure connection from the Livescan location in the field to a central server located in Springfield, IL. The central server transmits the fingerprint records over a secure T-1 connection to the Illinois State Police (ISP) AFIS. The central server maintains the fingerprint records for 30 days to ensure that the fingerprints have been successfully processed and adjudicated, at which time the fingerprint record is purged.
 - Reporting – IIS provides customer reporting to participating agencies and ISP to assist those agencies in a) the tracking of applicants through the fingerprinting process, b) fee reconciliation and c) system performance. IIS also provides employers, such as day care providers, with billing statements and other informational reports.
 - Fee Collection – IIS collects the vendor fee and the State/FBI from the applicant, employers or state agency, as appropriate. Fees are explained during the appointment scheduling phone call. Fees are collected at the fingerprinting location via check, credit card or money order. Employers may establish billing accounts if they desire. Fees are remitted to the State on a monthly basis in accordance with the State's instructions.



5. Vendor deliverables, milestones achieved, and outcome/result

Deliverables:

- Reports
- Transmission of fees
- Electronically transmit classifiable fingerprint in accordance with EFTS.

Milestones:

- Implement network within 60 days.

Result:

- All deliverables and milestones were achieved on time.



SECTION 5 REPRESENTATIVE RESUMES

III - E QUALIFIED PERSONNEL

The written proposal should indicate the competence of personnel whom the bidder intends to assign to the project. Qualifications will be measured by education and experience, with particular reference to experience on specific skills in the proposed category similar to that described in the RFP. Emphasis will be placed upon the qualifications of bidder's Project Manager and the Manager's dedicated management time as well as that of other personnel working on this project.

As also discussed in Section 2 of this response, IIS employs a staff of approximately 110 employees who are entirely dedicated to implementing and operating statewide electronic fingerprinting networks. The following key personnel will be assigned to manage this project:

Ron Wadsworth, President, will serve as the Program Executive. Mr. Wadsworth has over 30 years of Information Systems experience and has been focused on the implementation and operation of statewide electronic fingerprinting networks for the past 12 years. We anticipate that Mr. Wadsworth will dedicate approximately 20% of his time to this project.

Erik Wolle, IS Manager, will serve as the Project Manager. Mr. Wolle has been focused on the implementation and operation of statewide electronic fingerprinting networks for the past 12 years. We anticipate that Mr. Wolle will dedicate approximately 30% of his time to this project.

During the implementation of the network, Mr. Wolle will identify, hire and train a Michigan-based individual, who will serve as a local Project Manager and will be 100% dedicated to this project.

David Bolme, VP of Sales, will be responsible for marketing IIS' service to agencies in Michigan. Mr. Bolme will also assist in the implementation of the electronic connection to MSP. Mr. Bolme has been with IIS for one year. Prior to being employed with IIS, Mr. Bolme spent 18 years with the Tennessee Bureau of Investigation. As the Director of the Information Systems Division, he was responsible for statewide systems such as the state AFIS, law enforcement message switch, and the state criminal history system. Additionally, he was responsible for the applicant processing section, which processed fingerprint based background checks. We anticipate that Mr. Bolme will dedicate approximately 10% of his time to this project.

Chris Brown, Operations Manger, will oversee the appointment scheduling call center, billing department and fingerprinting centers. Mr. Brown has been focused on the implementation and operation of statewide electronic fingerprinting networks for the past 6 years. We anticipate that Mr. Brown will dedicate approximately 30% of his time to this project.

Casey Mayfield, Customer Service Manager, will manage the appointment scheduling call center for this project. Ms. Mayfield reports to Mr. Brown. Ms. Mayfield has been focused on the management of our appointment scheduling call center for the past 8 years. Ms. Mayfield is also a former live scan operator. We anticipate that Ms. Mayfield will dedicate approximately 50% of her time to this project.



Bob Holland, Logistics Manager, will be responsible for supervising the Live Scan Operators and identifying and monitoring our fingerprinting center for this project. He has been performing this function for the past five years and is also a former live scan operator. Mr. Holland reports to Mr. Brown. We anticipate that Mr. Holland will dedicate approximately 50% of his time to this project.

Denny Wear, Billing Manager, will be responsible for the management of the billing department. He has been performing this function for the past 4 years. Mr. Wear reports to Mr. Brown. We anticipate that Mr. Wear will dedicate approximately 50% of his time to this project.

We have provided representative resumes for three of these key individuals beginning on page 60.

**Resumes (Limit 3)**

Representative resumes shall be provided for each skill level of personnel in each of the categories services being bid. The resumes must be for actual employees or subcontractors of the vendor as of the date of the proposed submission. The resumes will contain detailed explanation of personnel education, experience, training, recent relevant experience, and size and scope of projects supported. Resumes should be no longer than two pages in length.

If the vendor intends to use a subcontractor, the proposal should include specific designations of tasks to be performed by the subcontractor. Also, the vendor must state the name of the subcontractor(s) and provide for each proposed Subcontractor, a copy of a fully executed Agreement or signed Letter of Intent confirming that the Prime Subcontractor relationship will exist. These Contracts/letters should be included as a clearly labeled attachment to the proposal. Please refer to Attachment A.

Ronald J. Wadsworth – Program Executive

Mr. Wadsworth is President of IIS. He has worked in the informational systems industry for over thirty years. He has been involved, both as a project manager and an individual contributor, in many development and hardware/software selection projects. He has worked with both mainframe and PC based systems. For the past twelve years, he has focused on implementing and operating statewide fingerprinting networks.

Representative Projects:**Identix Identification Services LLC (1992 – Present) - President**

Mr. Wadsworth started IIS (under the name Innovative Archival Solutions) in 1992. Since that time, IIS has emerged as the market leader in electronic fingerprinting services. His strong background in developing large scale scheduling and tracking systems set the course for IIS' ability to secure contracts to provide statewide fingerprinting networks in Illinois, California and Tennessee.

Illinois Department of Nuclear Safety (1991 - 92) - Contract Project Manager

Oversight of the development of an automated system to track low-level radioactive waste from its point of origin through treatment to disposal.

Illinois Department of Revenue (1990-91) - Contract Project Manager

Led project of users and DOR systems staff to review and improve the efficiency of sales tax processing. Developed a General Design document, which identifies the importance of incorporating document imaging in a solution. Selected hardware and software and developed software specifications for the vendor to use in customizing software. Tested, documented and implemented system and developed training materials.

Illinois Department of Children and Family Services (1988-90) - Contract Project Manager

Developed a court scheduling system for individuals who were eligible for federal reimbursement. Based on federal requirement of case review by a judge every eighteen months in order to receive federal funds, designed an automated tickler system to identify required court visits. Performed general and detailed design. Developed automated interface with Cook County court records system. Supervised two programmers for this on-line COBOL and DB2 system, which ran under IMS.

**Illinois Department of Public Aid (1986-88) - Contract Project Manager**

Developed a Client Scheduling System, which scheduled visits of custodial relatives receiving child support who were seeking modifications of child support agreements. Developed a relative scheduling system, which identified children's relatives who were responsible for child support. Scheduled interviews required during modification of child support agreements. Developed a tracking and aging system, which summarized management reporting for all regions of the State. Statistics were made available through on-line inquiry and used information from twenty-two separate reports, which were available for each region.

Employment History:

Identix Identification Services LLC (1992-Present) - President
Illinois Department of Nuclear Safety (1991-92) - Contract Project Manager
Illinois Department of Revenue (1990-91) - Contract Project Manager
Illinois Department of Children and Family Services (1988-90) - Contract Project Manager
Illinois Department of Public Aid (1986-88) - Contract Project Manager
Foundation for Long Term Care (1986) - Contract Project Manager
Norton Company - Coated Abrasives Division (1983-1985) - Distribution Analyst
Garden Way Manufacturing Co. (1977-1983) - Manufacturing Analyst
New York State Department of Transportation (1976-1977) - Programmer/ Analyst
New York State Department of Social Services (1972-1976) - Programmer/ Analyst
State University of New York, Central Administration (1967-1972) - Programmer/Analyst

Education:

State University of New York (Cobleskill, NY), A.A.S., Data Processing

**Erik Wolle – Project Manager**

Mr. Wolle is the Information System Manager for IIS. He has been employed by IIS since 1994. Mr. Wolle has distinguished himself during his fifteen-year career in the information services industry through his outstanding performance in systems development projects. He has experience with PC systems, including networking, and mainframe systems. Mr. Wolle's group developed the software, which enabled IIS to submit fingerprints electronically to the FBI through a channeling agent. His team implemented this capability in Illinois, California, and Tennessee and to the Transportation Security Clearinghouse. In addition, Mr. Wolle's team developed the software IIS uses in its data archival and retrieval system.

Representative Projects:**Identix Identification Services LLC (IIS) 1994-Present- Information Systems Manager**

Mr. Wolle has been employed by IIS since 1994. Mr. Wolle's strong background in information services has led to the successful implementation of five statewide fingerprinting networks. Mr. Wolle has shown a strong dedication to the success of all projects under his supervision, and has strengthened the IIS client relationship.

Clearinghouse Software Specialists 1991-94 - Senior Systems Analyst/Consultant

Designed, developed and implemented a system for tracking low-level radioactive waste throughout the United States. Mr. Wolle also managed the operation of the tracking system. This system was never fully operational due to lack of interest on the part of the Low-level Waste generators.

Andersen Consulting, System Programmer/Analyst 1989 - 1991

Performed numerous design and programming efforts on a variety of projects. These included a management tracking and reporting system for U.S. Sprint and an entire business system for a large credit union. Mr. Wolle also gained valuable training through Andersen Consulting's training center.

Employment History:

Identix Identification Services LLC (1994-Present) - Operations Manager
Clearinghouse Software Specialists (1991-1994) - Senior Systems Analyst/Consultant
Andersen Consulting (1989-1991) - System Programmer/Analyst

Education:

University of Iowa - Masters Degree in Business Administration
University of Iowa - Masters Degree in Healthcare Administration
Cornell College - Bachelors Degree in Special Studies

**Chris Brown – Operations Manager**

Mr. Brown manages the IIS customer service department, billing department and fingerprinting centers for IIS. He has been employed by IIS since 1998. During Mr. Brown's thirteen-year career, he has served as project manager and key team contributor on numerous implementation and system conversion projects. In addition, he has been responsible for the management of accounting and customer service departments.

Representative Projects:**Identix Identification Services LLC (IIS) 1998-Present – Operations Manager**

Mr. Brown has been employed by IIS since 1998. His strong background in personnel management and project management has led to the successful implementation of four statewide fingerprinting networks. He currently manages the appointment scheduling call center and billing departments for all of IIS' statewide fingerprinting networks

Hedstrom Corporation 1994-1998 – VP and Corporate Controller

During Mr. Brown's tenure at Hedstrom, he served as project manager on numerous corporate acquisition teams and served as a key team member on two information systems conversions. In addition, he was the manager of a large accounting department.

Employment History:

Identix Identification Services LLC (1998-Present) - Controller
Hedstrom Corporation (1994-1998) – VP and Corporate Controller
PriceWaterhouse LLP (1991-1994) – Senior Auditor

Education:

University of Illinois at Urbana-Champaign – B.S. in Accountancy
Certified Public Accountant



SECTION 6 COST PROPOSAL

III - F COST PROPOSAL

Each Cost Proposal will be submitted on the Cost Proposal Work Sheet in Section III - F of this RFP. The vendor will be required to commit to not-to-exceed rates for the duration of the contract and shall not exceed the vendors published price, if applicable. Acquisition Services and MSP will use the criteria in the EVALUATION section of the RFP to award by overall best value.

Price Proposal Requirements

Vendors must provide a not-to-exceed rate price quote for the initial contract period. Vendors shall be bound by the prices they quote in this RFP. The prices quoted will be considered “not-to-exceed” prices. If and when selected to participate in the second tier work request process, vendor may then propose prices at **or below** the quoted prices.

Vendors must consider the following when completing the Cost Proposal Work Sheet:

1. The not-to-exceed price quotation assumes normal business days and hours and normal state holidays for each service category listed on the Cost Proposal Work Sheet (see below).
2. Quote an all-inclusive rate to include all expenses. **Prices quoted will be locked in for the initial three-year period of the Contract.** If an extension of the Contract is offered to the vendors after the initial term, the vendor may then propose a price change. Acquisition Services, at its sole discretion, will determine the acceptability of any price changes proposed before agreeing to an extension of any Contract.
3. Not-to-exceed hourly will be evaluated in for the services proposed.
 - Has achieved an overall high evaluation for the services proposed.
 - Signed a Primary Contract for Service

Cost Proposal Work Sheet (Section III - F Continued)

Vendor Name: Identix Identification Services

Single award pricing – If vendor is the only firm selected by the State for these services

Vendor to provide their fee for providing fingerprinting services: \$ 10 / per print

Multiple award pricing – If vendor is one of a few firms selected by the State for these services

Vendor to provide their fee for providing fingerprinting services: \$ 16 / per print

**EXHIBIT “B” – EXAMPLES OF Poor Performance**

The examples given apply to contract awarded on a time and materials or fixed price basis unless otherwise indicated. Poor Performance includes but is not limited to the following examples. Poor Performance may raise to the level of a material breach that may result in cancellation of the Primary Contract and/or any Work Contract.

1. Failure to meet a due date and/or an acceptable deliverable:
 - a. Missed due date but deliverable satisfactory when delivered;
 - b. Made the due date but the deliverable was unacceptable; or
 - c. Both missed due date and deliverable when submitted was unacceptable.
2. Failure to provide staff qualified to perform the work.
3. Failure to be responsive to Second Tier requests:
 - a. Cumulative failure to submit responsive proposals.
 - b. Cumulative failure to be awarded contracts.
4. Failure by firm’s management to be responsive to identified performance issues.(As identified by a Letter to Cure)
5. Failure to perform as specified by contractual terms agreed to by signing original contract, e.g. breach of confidentiality of data.
6. Failure to promptly correct (as detailed in a letter to Cure) deficiencies identified by the State in a deliverable or in the performance of a task.