



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **6**

to

Contract Number **071B2200089**

CONTRACTOR	NEC CORPORATION OF AMERICA
	10850 Gold Center Drive, Suite 200
	Rancho Cordova, CA 95670
	Peter Sakkal
	613-569-4983
	peter.sakkal@necam.com
	CV0003196

STATE	Program Manager	Scott Blanchard	MSP
		517-241-0620	
		BlanchaS@Michigan.gov	
	Contract Administrator	Sean Regan	DTMB
		(517) 243-8459	
		regans@michigan.gov	

CONTRACT SUMMARY				
MAINTENANCE AND SUPPORT OF THE AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
January 1, 2012	December 31, 2017	5 - 1 Year	December 31, 2018	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input checked="" type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>		<input type="checkbox"/>		December 31, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$16,360,050.00	\$0.00	\$16,360,050.00		
DESCRIPTION				
Effective 12/4/18, the Michigan State Police (MSP) have elected to exercise option year two (2) for \$530,319.13. The renewal of the contract will allow MSP to continue to pay maintenance on the existing AFIS system. This is a zero dollar change notice as no additional funding is need to be added.				
All other terms, conditions, specifications and pricing remain the same per contractor and agency agreement, and DTMB Procurement approval.				



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

September 6, 2018

Scott L. Blanchard
API Manager
Biometrics and Identification Division
Michigan State Police
7150 Harris Drive,
Dimondale, MI 48821
(517) 243-1517

Mr. Blanchard,

NEC is pleased to extend the MSP maintenance contract 071B2200089 and have provided the following maintenance quotation for hardware and software products listed in Exhibit I. NEC has provided pricing through the 2019 calendar year.

Please feel free to contact me at the below number if you have any questions.

Sincerely,

A handwritten signature in black ink that reads 'Greg Uher'.

Greg Uher
Director Customer Service and Support
NEC Corporation of America
513-218-1680

EXHIBIT I

Install Base and Pricing

Bill To (Customer)
DTMB Accounts Payable Attn: DTMB Purchasing Operations 320 S. Walnut Lansing, MI 48933

Product Location (Customer)
Attention: Scott L. Blanchard API Manager Biometrics and Identification Division Michigan State Police 7150 Harris Drive, Dimondale, MI 48821 Telephone: 517.243.1517

Summary	Annual Price
-MSP AFIS Totals (1/1/18 – 12/31/18)	\$524,896.94
Annual cost reduction (Removal of MVS units)	(\$10,024.00)
-MSP AFIS Subtotals	\$514,872.94
Annual cost adjustment	\$15,446.19
-MSP AFIS Totals (1/1/19 – 12/31/19)	\$530,319.13

MSP Core AFIS

Equipment Type	Model	Serial Number or Service Tag #	Description	Qty	Annual Price
Sub-System					\$540,643.85
RACK 0	4210	FVH15G1		1	Included
Sub-System					Included
DAE	CX3-40	FC2BFD1		1	Included
			HDD, 300GB, 10K, FC	15	Included
			Power Supply	2	Included
			LCC Interface, 4gb, DAE3P	2	Included
Sub-System					Included
DAE	CX3-40	DC2BFD1		1	Included
			HDD, 300GB, 10K, FC	8	Included
			Power Supply	2	Included
			LCC Interface, 4gb, DAE3P	2	Included
Sub-System					Included
DAE	MD1000	5Q6Z4G1		1	Included
			HDD, 300GB, 15K	6	Included
			Mgmt Mod SAS/SATA		Included
Sub-System					Included
DAE	MD1000	2Q6Z4G1		1	Included
			HDD, 300GB, 15K	6	Included
			Mgmt Mod SAS/SATA	2	Included
Sub-System					Included
DAE	MD1000	JP6Z4G1		1	Included
			HDD, 300GB, 15K	6	Included
			Mgmt Mod SAS/SATA	2	Included



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
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CONTRACT CHANGE NOTICE

Change Notice Number **5**
to
Contract Number **071B2200089**

CONTRACTOR	NEC Corporation of America
	10850 Gold Center Drive, Suite 200
	Rancho Cordova, CA 95670
	Greg Uher
	916-463-7000
	greg.uher@necam.com
	CV0003196

STATE	Program Manager	Scott Blanchard	MSP
		517-241-0620	
		BlanchaS@Michigan.gov	
	Contract Administrator	Timothy Taylor	DTMB
		(517) 249-0395	
		taylort27@michigan.gov	

CONTRACT SUMMARY

AFIS AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM - MAINTENACE AND SUPPORT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 1, 2012	December 31, 2017	5 - 1 Year	December 31, 2018
PAYMENT TERMS		DELIVERY TIMEFRAME	
		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		December 31, 2018
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$16,360,050.00	\$0.00	\$16,360,050.00		

DESCRIPTION

Effective 3/15/2018 the State is modifying the following errors found in the contract.

In Section 2.001 of the contract term the term states 5 base years with a beginning date of January 1, 2012 to December 31, 2017 .
This is corrected to January 1, 2012 to December 31, 2016.

The contract cover page states the contract is from January 1, 2012 to December 31, 2017. This is corrected to January 1, 2012 to December 31, 2016.

Change Notice 1 was found to contain an incorrect expiration date of December 31, 2017. This is revised to December 31, 2016

Change Notice 4 states that option year 1 was executed on Change Notice 3. This is corrected to reflect that option year 1 was executed on Change Notice 2.

Please note that the new vendor contact has been changed to Greg Uher.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, and DTMB Procurement.



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ENTERPRISE PROCUREMENT
 Department of Technology, Management, and Budget
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CONTRACT CHANGE NOTICE

Change Notice Number **4**

to

Contract Number **071B2200089**

CONTRACTOR	NEC Corporation of America
	10850 Gold Center Drive, Suite 200
	Rancho Cordova, CA 95670
	Peter Sakkal
	613-569-4983
	peter.sakkal@necam.com
	*****5337

STATE	Program Manager	Scott Blanchard	MSP
		517-241-0620	
		BlanchaS@Michigan.gov	
	Contract Administrator	Timothy Taylor	DTMB
		(517) 284-7000	
		taylor27@michigan.gov	

CONTRACT SUMMARY				
AFIS AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM - MAINTENACE AND SUPPORT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
January 1, 2012	December 31, 2017	5 - 1 Year	December 31, 2017	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		December 31, 2018
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$16,000,000.00	\$0.00	\$16,360,050.00		
DESCRIPTION				
Effective 11/20/2017 the State releases \$524,896.94 to a DO Change Notice 4 for continued Maintenance and support for this contract. Option year number 1 was executed via Change Notice 3, however funds were not released until this change notice.				
All other terms, conditions, specifications, and pricing remain the same per contractor, agency, and DTMB procurement approval.				



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ENTERPRISE PROCUREMENT
 Department of Technology, Management, and Budget
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CONTRACT CHANGE NOTICE

Change Notice Number **3**
 to
 Contract Number **071B2200089C**

CONTRACTOR	NEC Corporation of America
	10850 Gold Center Drive, Suite 200
	Rancho Cordova, CA 95670
	Peter Sakkal
	613-569-4983
	peter.sakkal@necam.com
	*****5337

STATE	Program Manager	Scott Blanchard	MSP
		517-241-0620	
		BlanchaS@Michigan.gov	
	Contract Administrator	Timothy Taylor	DTMB
		(517) 284-7000	
		taylort27@michigan.gov	

CONTRACT SUMMARY				
AFIS AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM - MAINTENACE AND SUPPORT				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
January 1, 2012	December 31, 2017	5 - 1 Year	December 31, 2017	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		December 31, 2018
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$16,000,000.00	\$360,050.00	\$16,360,050.00		
DESCRIPTION				
Effective 11/7/2017 the State adds funding for template conversion services per the attached Statement of Work and also executes an option year. The new contract expiration date is 12/31/2018. All other terms, conditions specification, and pricing remain the same. Per contractor, agency and DTMB Procurement.				



**MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES
STATEMENT OF WORK**

Project Title: NEC Data Conversion	Period of Coverage: 1/1/2012 – 12/31/2017
Requesting Department: Michigan State Police	Date: 9/21/2017
Agency Project Manager: Scott Blanchard	Phone: (517)-248-1517
DTMB Project Manager: Gordon Mayes	Phone: (517) 204-8026

This Statement of Work (“SOW”) is governed by and made part of the MSP Maintenance Agreement – Contract 071B2200089 (the “Agreement”) between NEC Corporation of America, a Nevada Corporation, having its principal place of business at 6535 North State Highway 161, Irving, TX 75039-2402 (“NEC”) and State of Michigan having its principal place of business at 320 S. Walnut Lansing, MI 48913 (“Client”) and is effective as of the date last signed below (“Effective Date”).

This SOW defines the Equipment and Services that NEC will deliver to, or perform for Client (the “Project”) in exchange for a fixed price.

1. Project Summary

1. The current MSP AFIS and Archive database has been created from initial conversion in 2007 and arrest records since that time. MSP requested to convert all AFIS and Archive data to NIST format.
2. NEC will convert and copy all records possible from the existing AFIS and Archive systems into NIST format. The data conversion will be conducted as follows:
3. Convert all Tenprint AFIS data to NIST
4. Convert all Unsolved AFIS Latent Prints to NIST
5. Convert all Unsolved Latent Palm to NIST
6. Convert all Archive NIST Data

2. Project Description

1.1 Project Description

The current MSP AFIS and Archive database has been created from initial conversion in 2007 and arrest records since that time. MSP requested to convert all AFIS and Archive data to NIST format.

NEC will convert all records possible from the existing AFIS and Archive systems into NIST format. The data conversion will be conducted as follows:

1. Convert all AFIS data (Tenprint, Palmprint, and Unsolved Latent).
2. Convert all Archive NIST Data

Table 1: System Conversion Count as of August 2017.

DATABASE	FROM AFIS	FROM ARCHIVE	REMARK
RDB-T/L (Rolled Database)	770,000 of 4511397		Composite Best Quality Record
SDB-T/L (Slap Database)	2894762		Composite Best Quality Record
PDB (Palm Database)	1026082		Composite Best Quality Record
LDB (Unsolved Latent Database)	55974		
LDB-P (Unsolved Palm Database)	4624		
NIST Types 1, 2, 4		8330245	
NIST Type 10 (Photo)		1887479	
NIST Type 15 (Palm)		1725979	

1.2 AFIS Conversion

MSP requirements call for the conversion of the following AFIS databases:

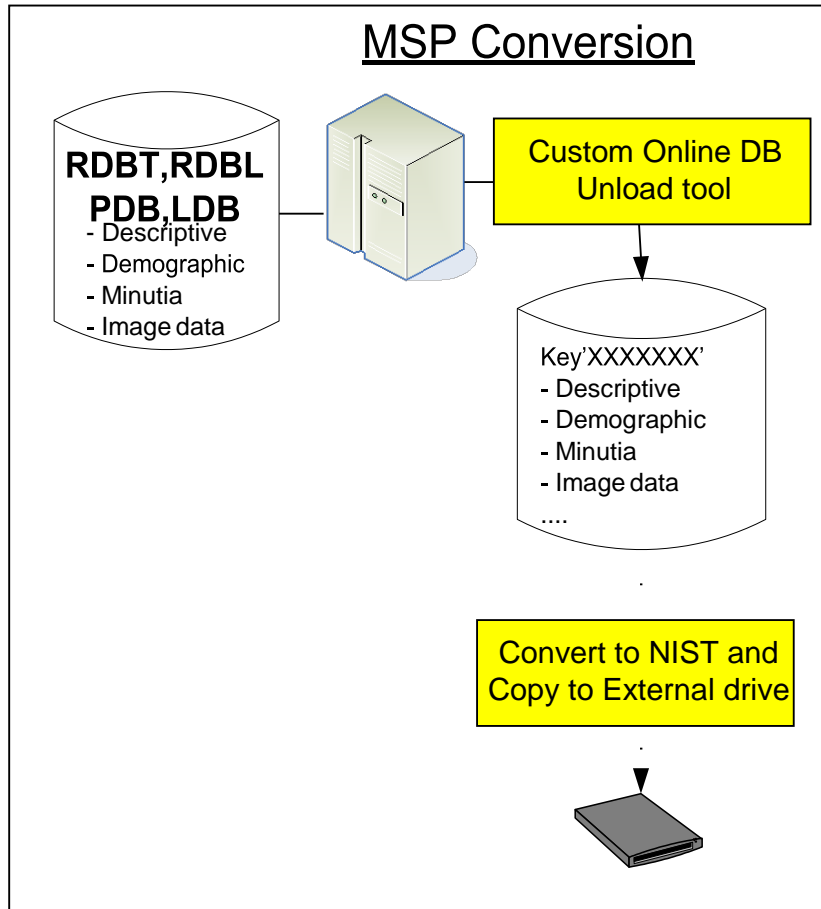
- Extraction and conversion of tenprint records to Michigan NIST format.
- Extraction and conversion of unsolved latent and unsolved palm records to FBI/Michigan NIST format included in this document.
- Export to USB drives (supplied by NEC).

1.2.1 Conversion Procedure

The AFIS database conversion will occur in two stages to ensure all data is migrated to NIST format.

The customized unload Tool is used to extract the entire database onto NAS device, and then convert extracted data to NIST format.

Below figure illustrates process:



1.3 Archive Conversion

MSP requirements call for the conversion of the following Archive database:

- Extraction of NIST records from Archive
- Export to USB drives (Supplied by NEC).

Archive NIST files will be copied to external hard drive.

1.4 Change Management Procedures

It may become necessary to amend this SOW for reasons including, but not limited to, the following:

- Customer's changes to the scope of work and/or specifications for the Services,
- Customer's changes to the Project Plan,
- Unavailability of resources which are beyond either party's control; and/or,
- Environmental or architectural conditions not previously identified.

In the event either party desires to change this SOW, the following procedures shall apply:

The party requesting the change will deliver a "Change Request" to the other party. The Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work, which may include changes to the deliverables and/or the schedule.

A Change Request may be initiated either by the Customer or by NEC for any changes to the SOW. The project manager of the requesting party will review the proposed change with his/her counterpart. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and the additional charges, if any, required to implement the Change Request. If both parties agree to implement the Change Request, the appropriate authorized representatives of the parties will sign the Change Request, indicating the acceptance of the changes by the parties. Upon execution of the Change Request, said Change Request will be incorporated into, and made a part of, this SOW.

NEC is under no obligation to proceed with the Change Request until such time as the Change Request has been agreed upon by both parties.

Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Request and those set forth in the original SOW, or previous fully executed Change Request, the terms and conditions of the of the originally executed agreement shall prevail.

3. Definitions

Capitalized terms not otherwise defined in this SOW or the Agreement have the following meanings:

- 3.1. **“Deliverables”** means the Equipment and Services plus any other tangible items (e.g., reports, project plans, checklists, etc.) to be provided to Client as specified in this SOW.
- 3.2. **“Equipment”** means both hardware products and Software sold, licensed, or installed as specified in this SOW.
- 3.3. **“Project Completion”** refers to that point in the Project when NEC has completed the Services and provided the Deliverables to Client.
- 3.4. **“Services”** means the installation, maintenance, professional, or other related services as specified in this SOW.
- 3.5. **“Software”** means the machine-readable object code software programs - if any - licensed by NEC or its suppliers as specified in this SOW.

4. Project Schedule

NEC will confer with Client within five (5) business days after the Effective Date of this SOW, to define a Project schedule. The Project schedule will include, but is not limited to, the Project commencement date, any significant Project milestones, and the anticipated Project Completion date.

5. Pricing and Payment

The total price for the Project is **\$360,050** (the “Project Price”).

NEC will invoice Client for the Project Price in accordance with the billing schedule below. Unless otherwise expressly agreed to by NEC in writing, payments are due within thirty (30) days from the date of invoice.

50% of Services Price (**\$180,025**) invoiced upon the execution of this SOW.

50% of Services Price (**\$180,025**) invoiced on Delivery of External Drive with Data Converted to NIST format

6. COMPLETE CONTRACT

This SOW, along with the Agreement, is the complete agreement between the parties concerning the Project and supersedes any prior oral or written communications between the parties with regard to the subject matter contained herein. The provisions of this SOW govern only the subject matter hereof and shall not apply to any other subject matter covered by the Agreement.

SCHEDULE A
Project Completion
Checklist

When NEC has achieved Project Completion, NEC will submit this checklist to Client. Within 10 days of receipt, Client will either (a) sign and return this checklist to NEC as confirmation that the Project is complete, or (b) provide NEC with written notice (“Punchlist”) specifically detailing how the Project fails to materially conform to the specifications of this SOW. If Client fails to provide a Punchlist or sign and return this checklist to NEC within 10 days of receipt, the Project will be complete and NEC will be entitled to invoice Client in accordance with the payment schedule in Section 6 of the SOW.

NEC will promptly correct any Punchlist items properly identified by Client in accordance with the requirements of the SOW and upon completion, resubmit this checklist to Client.

Upon NEC’s correction of all bona fide Punchlist items, Client will promptly sign this checklist and return it to NEC. If Client fails to sign and return this checklist to NEC within five (5) days of NEC’s correction of Punchlist items, the Project will be complete and NEC will be entitled to invoice Client in accordance with the payment schedule in Section 6 of the SOW.

IMPLEMENTATION TASKS/DELIVERABLES	COMPLETED?	Date
1. <Input bullets to correspond with tasks and Deliverables outlined in the SOW>	<input type="checkbox"/>	_____
2. <Additional bullets may be required>	<input type="checkbox"/>	_____
3. Include as many bullets as are appropriate to outline the full scope of the Project.	<input type="checkbox"/>	_____

This is to confirm that as of /__/20__ NEC has completed Services and provided the Deliverables under the <Project Description> SOW effective /__/20__.

|

Data Extraction Requirements

Customer Record Types

File Format

The extracted data files will adhere to ANSI/NIST data file standards, be in compliance with the MSP Electronic Biometric Transmission Specification (EBTS) and adhere to this specification. The file formats are included in this document and additional formats due to the fact that the AFIS records do not have all field NIST fields and there are additional fields needed from AFIS for the latent records that are defined.

NIST Record Types

Tenprint or Person Files

The following table shows the NIST record types that may be included in each extracted person/incident record. Each extracted record must include all NIST record types as currently stored in the NEC AFIS.

Record Type	Description	Quantity
Type-1	Header	1
Type-2	Descriptor	1
Type-4	500ppi Fingerprints	20 as follows: 10 Rolled Impressions 10 slap-cropped images
Type-15	Palprints	0-6 as follows: 0-2 Full palm 0-2 Upper palms 0-2 Lower palms 0-2 Writer's palms

Palm Converted Records on Archive

Record Type	Description	Quantity
Type-1	Header	1
Type-2	Descriptor	1
Type-15	Palprints	0-6 as follows: 0-2 Upper palms 0-2 Lower palms 0-2 Writer's palms

Latent Files

The following table shows the NIST record types that may be included in each extracted latent record. Each extracted record must include all NIST record types as currently stored in the NEC AFIS.

Record Type	Description	Quantity
Type-1	Header	1
Type-2	Descriptor	1
Type-9	Minutiae	1 minutiae record
Type-13	Latent Images	1 Lift Image

NIST Type-2

Observe the following rules for generating the NIST Type-2 logical record:

- Each NIST file must include all descriptors from the current AFIS to avoid missing important data. AFIS doesn't store all NIST fields; Only available values in act_card and acl_card will be populated in NIST.
- For all MSP specific descriptors, the mapping as defined in section 3 should be utilized..
- For all non-EBTS (MSP-specific) descriptors, map this data to 2.6000 – 2.6xxx and provide a legend that defines each field number and its description.

File Name

The file name of each tenprint NIST file will have the format: **<SID>-<TCN>.nst**
The file name of each latent NIST file will have the format: **<Latent KeyNumber>.nst**

AFIS doesn't store arrest data, CONV will be TOT for all conversion records.

Sample Files

Before the entire set of records is extracted, the NEC shall provide sample NIST files for MorphoTrak for evaluation. At least a few NIST files shall be provided for each transaction type prior to commencement of the bulk migration. This will allow MorphoTrak to examine the files for major issues before the full extraction begins.

Storage Media

The extracted data shall be provided on a readable storage media (e.g. CD, DVD, USB hard drive or NAS drive). The storage media shall be encrypted and the encryption password/key shall be provided to MorphoTrak.

Residual Extraction

NEC will provide residual (catchup) data extractions from AFIS, currently planned for at least two. A residual extraction shall be performed after the initial extraction and before go-live. The extraction

process for the residual data is similar to the process used for the initial extraction. However, only the records that have been added or changed since the initial extraction will be included in the residual extraction.

Archive Logical/Suppressed Report

NEC will provide a Microsoft Spreadsheet listing all SID and TCNs that are marked as logical delete and suppressed.

NIST Files

Person/Incident NIST File Structure (Archive)

The following table shows the structure of the tenprint/palmprint NIST file based on the Criminal Ten-print Submission (Answer Required) (CAR) and Miscellaneous Applicant Civil (MAP) as defined by the MSP EBTS.

Shaded rows represent subfields of a descriptor set.

Char Type values: A = Alpha, N = Numeric, S = Special, Set = subfields of a descriptor set.

Field Name	Mnemonic	NIST Tag	Char Type	Min Len	Max Len	Max Occ	CAR Mandatory / Optional	MAP Mandatory / Optional
Logical Record Length	LEN	1.01	N	2	7	1	M	M
Version Number	VER	1.02	N	4	4	1	M	M
File Content	CNT	1.03	N	9	48	1	M	M
Type of Transaction	TOT	1.04	A	3	5	1	M	M
Date	DAT	1.05	N	8	5	1	M	M
Destination Agency Identifier	DAI	1.07	ANS	4	35	1	M	M
Originating Agency Identifier	ORI	1.08	ANS	4	35	1	M	M
Transaction Control Number	TCN	1.09	ANS	10	40	1	M	M
Native Scanning Resolution	NSR	1.11	NS	5	5	1	M	M
Nominal Transmitting Resolution	NTR	1.12	NS	5	5	1	M	M
Logical Record Length	LEN	2.001	N	2	7	1	M	M
Image Destination Character	IDC	2.002	N	2	2	1	M	M
Aliases	AKA	2.019	ANS	3	30	10	O	O
Amputated or Bandaged	AMP	2.084	Set			9	C	C
Finger Number	FGP	A	N	2	2	1	M	M
Amputated or Bandaged	AMPCD	B	A	2	2	1	M	M
RQID Type Flag	AON	2.226	A	1	1	1	--	M
Attention Indicator	ATN	2.006	ANS	3	30	1	O	O
Michigan Arrest Segment (MAS)	MAS	2.216	Set			15	M	--
General Offense Code (GOC)	GOC	E	A	1	1	1	M	--
Charge Counts (CNT)	CNT	D	N	1	3	1	M	--
Charge Type Code (CTC)	CTC	G	N	1	1	1	M	--
MAC/PACC/AFC	MAC	F	ANS	4	16	1	M	--
Arrest Type Flag (ATF)	ATF	H	A	1	1	1	M	--
Date of Offense (DOO)	DOO	A	N	8	1	1	M	--
Criminal Tracking Number (CTN)	CTN	J	N	12	12	1	M	--
Arrest Disposition Code (ADC)	ADC	I	A	3	3	1	M	--
Arresting/Warrant Holding Agency ORI Number (ARO)	ARO	B	AN	9	9	1	M	--
Originating Agency Case Number (OCA)	OCA	C	ANS	1	12	1	M	--

Statement of Work

Field Name	Mnemonic	NIST Tag	Char Type	Min Len	Max Len	Max Occ	CAR Mandatory / Optional	MAP Mandatory / Optional
Prosecuting Agency ORI (CGO)	CGO	K	AN	9	9	1	M	--
Court Jurisdiction/Arrestment ORI Number (JUDORI)	JUDORI	L	AN	9	9	1	M	--
Driver's License Number	DLN	2.213	AN	1	20	1	O	O
Driver's License State	DLS	2.214	A	2	2	1	O	O
Date of Arrest	DOA	2.045	N	8	8	1	M	--
Date of Birth	DOB	2.022	N	8	8	1	M	M
Date Printed	DPR	2.038	N	8	8	1	M	M
Color of Eyes	EYE	2.031	A	3	3	1	M	M
FBI Number	FBI	2.014	AN	9	9	1	O	O
Fingerprint Reason	FPR	2.228	A	2	3	1	App only	M
Hair Color	HAI	2.032	A	3	3	1	M	M
Height	HEI	2.027	N	3	3	1	M	M
Identification Comment	ICO	2.056	ANS	1	50	1	O	O
Impression Taken By	ITB	2.210	ANS	3	30	1	M	M
Livescan ID # (Operator)	LSI	2.211	ANS	1	12	1	M	M
Miscellaneous Identification Number	MNU	2.017	ANS	4	15	4	O	O
Michigan Scars, Marks, and Tattoos	MSM	2.222	A	3	3	9	O	O
Name	NAM	2.018	AS	3	30	1	M	M
Originating Agency Case Number	OCA	2.009	ANS	1	12	1	O	--
Photo Available Indicator	PHT	2.036	A	1	1	1	O	O
Place of Birth	POB	2.020	A	2	2	1	O	O
Palm Prints Available Indicator	PPA	2.035	A	1	1	1	O	O
Prison Number	PRN	2.215	N	1	7	1	O	--
Race	RAC	2.025	A	1	1	1	M	M
Residence of Person Fingerprinted	RES	2.041	ANS	1	120	1	O	O
Retention Code	RET	2.005	A	1	1	1	M	M
Requestor ID	RQID	2.219	AN	9	9	1	--	M
Send Copy To	SCO	2.007	ANS	9	19	9	O	O
Gender	SEX	2.024	A	1	1	1	M	M
State Identification Number	SID	2.015	AN	10	10	1	O	O
Social Security Number	SSN	2.016	N	9	9	1	O	O
Time Printed	TIM	2.212	N	4	4	1	M	M
Weight	WGT	2.029	N	3	3	1	M	M
Michigan Court Segment	MCS	2.221	Set			15	O	--
Court Jurisdiction/Arrestment ORI Number (JUDORI)	JUDORI	C	AN	9	9	1	O	--
Criminal Tracking Number (CTN)	CTN	A	N	12	12	1	O	--
General Offense Code (GOC)	GOC	G	A	1	1	1	O	--
Court File Number (CFN)	CFN	D	ANS	12	12	1	O	--

Field Name	Mnemonic	NIST Tag	Char Type	Min Len	Max Len	Max Occ	CAR Mandatory / Optional	MAP Mandatory / Optional
Ordinance Flag (ORF)	ORF	H	A	1	1	1	O	--
Court Count Number (CCN)	CCN	E	N	1	3	1	O	--
Convicted Charge Code (CIT)	CIT	F	AN	4	16	1	O	--
Court Sentence Remarks (CSR)	CSR	J	ANS	1	90	1	O	--
Court Disposition Code (CDC)	CDC	I	A	3	3	1	O	--
Court Disposition Date (CDD)	CDD	B	N	8	8	1	O	--
1-14 Type-4 *								
0-6 Type-15 Palmprints*								

*The structure of NIST record types 4 and 15 will adhere to ANSI/NIST data file standards and be in compliance with the MSP EBTS.

AFIS Tenprint to NIST File Structure (770,000)

NIS T Tag	Mnemonic	Field Name	Char Type	Min Len	Max Len	Max Occ	CAR Man / Op	MAP Man/ Op	NEC Source from AFIS TABLE ACT_CARD
1.01	LEN	Logical Record Length	N	2	7	1	M	M	Derive
1.02	VER	Version Number	N	4	4	1	M	M	n/a
1.03	CNT	File Content	N	9	48	1	M	M	calculate
1.04	TOT	Type of Transaction	A	3	5	1	M	M	CONV
1.05	DAT	Date	N	8	5	1	M	M	current date OR get from ACT_CARD.CREATE_TIME
1.07	DAI	Destination Agency Identifier	ANS	4	35	1	M	M	MI3300698
1.08	ORI	Originating Agency Identifier	ANS	4	35	1	M	M	MI3300600
1.09	TCN	Transaction Control Number	ANS	10	40	1	M	M	A190
1.11	NSR	Native Scanning Resolution	NS	5	5	1	M	M	n/a
1.12	NTR	Nominal Transmitting Resolution	NS	5	5	1	M	M	Derive or constant
2.001	LEN	Logical Record Length	N	2	7	1	M	M	calculate
2.002	IDC	Image Destination Character	N	2	2	1	M	M	n/a
2.005	RET	Retention Code	A	1	1	1	M	M	= "Y"
2.015	SID	State Identification Number	AN	10	10	1	O	O	ACT_CARD.KEY_NO
2.018	NAM	Name	AS	3	30	1	M	M	ACT_CARD.NAME
2.022	DOB	Date of Birth	N	8	8	1	M	M	ACT_CARD.DATE_OF_BIRTH
2.024	SEX	Gender	A	1	1	1	M	M	ACT_CARD.SEX
2.025	RAC	Race	A	1	1	1	M	M	ACT_CARD.RACE

Latent NIST File Structure

The following table shows the structure of the latent NIST file based on the Latent Friction Ridge Features Search (LFFS) as defined by the FBI EBTS.

Shaded rows represent subfields of a descriptor set.

Char Type values: A = Alpha, N = Numeric, S = Special, Set = subfields of a descriptor set.

Field Name	Mnemonic	NIST Tag	Char Type	Min Len	Max Len	Max Occ	LFFS Mandatory / Optional	NEC Source or default
Logical Record Length	LEN	1.001	N	2	7	1	M	calculate
Version Number	VER	1.002	N	4	4	1	M	n/a
File Content	CNT	1.003	N	9	48	1	M	derive
Type of Transaction	TOT	1.004	A	3	5	1	M	“LFFS”
Date	DAT	1.005	N	8	5	1	M	ACL_CARD.Create_time
Destination Agency Identifier	DAI	1.007	ANS	4	35	1	M	“MI3397800”
Originating Agency Identifier	ORI	1.008	ANS	4	35	1	M	n/a
Transaction Control Number	TCN	1.009	ANS	10	40	1	M	derive
Native Scanning Resolution	NSR	1.011	NS	5	5	1	M	n/a
Nominal Transmitting Resolution	NTR	1.012	NS	5	5	1	M	n/a
Logical Record Length	LEN	2.001	N	2	7	1	M	calculate
Image Destination Character	IDC	2.002	N	2	2	1	M	n/a
Attention Indicator	ATN	2.006	ANS	3	30	1	M	ACL_CARD.create_operator
Contributor Case Prefix	CIN_PRE	A	ANS	1	24	1	M	ACL_CARD.case_no
Contributor Case ID	CIN_ID	B	ANS	1	24	1	M	ACL_CARD.lift_id
Contributor Case Identifier Extension	CIX	2.011	N	2	4	1	M	ACL_CARD.suffix
Controlling Agency Identifier	CRI	2.073	AN	9	9	3	O	n/a
Note Field	NOT	2.088	ANS	1	1,000	1	O	ACL_CARD.memo
Input Operator ID	OID	2.614	AN	1	31	1	M	ACL_CARD.create_operator
Input Terminal ID	TID	2.615	AN	1	31	1	M	ACL_CARD.create_terminal
Input Date	IDT	2.617	N	8	8	1	M	ACL_CARD.create_time (formatted)
Input Time	ITM	2.618	N	8	8	1	M	ACL_CARD.create_time (formatted)
Crime Code	CCODE	2.619	N	5	5	1	M	ACL_CASE.offense_code

Field Name	Mnemonic	NIST Tag	Char Type	Min Len	Max Len	Max Occ	LFFS Mandatory / Optional	NEC Source or default
1 Type-9 Minutiae Data*								
1 Type-13 Latent Image*								

*The structure of NIST record type 13 will adhere to ANSI/NIST data file standards and be in compliance with the FBI Electronic Biometric Transmission Specification (EBTS) Version 9.x or later. Record Type 9 shall adhere to FBI EFS as defined in FBI EBTS v10.0.7.

FROM FBI EBTS TABLE E

Tag Elem	LFFS	Default val	Table	field
			MAP TO NEC ACL_CASE/CARD	
1.01 LEN			Calculate	
1.02 VER			n/a	
1.03 CNT			Derive	
1.04 TOT		LFFS		
1.05 DAT			ACL_CARD	Create_time
1.06 PRY				
1.07 DAI		MI3397800		
1.08 ORI			n/a	
1.09 TCN				
1.11 NSR			n/a	
1.12 NTR			n/a	
2.001 LEN	1		Calculate	
2.002 IDC	1		Derive	
2.006 ATN	1		acl_card	create_operator
2.010 CIN	1		acl_card	case_no + Lift_id
2.011 CIX	1		acl_card	suffix
2.073 CRI	0..3		This can be initialized with LAB ORI (lookup) but in future will be ORI of the contributing law enforcement	
2.088 NOT	0..1		acl_card	memo
2.614 OID (Input Operator ID)			acl_card	create_operator
2.615 TID Input Terminal ID			acl_card	create_terminal
2.617 IDT Input Date			acl_card	create_time

2.618 ITM Input Time			acl_card	create_time
Input Time Crime Code			acl_CASE	Offense_code



STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 2

to

Contract Number 071B2200089

CONTRACTOR	NEC Corporation of America
	10850 Gold Center Drive, Suite 200
	Rancho Cordova, CA 95670
	Peter Sakkal
	613 569- 4983
	peter.sakkal@necam.cpm
	*****5337

STATE	Program Manager	Scott Blanchard	MSP
		517-241-0620	
		BlanchaS@Michigan.gov	
	Contract Administrator	James Topping	DTMB
		(517) 284-7032	
		toppingj@michigan.gov	

CONTRACT SUMMARY

AFIS AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM - MAINTENACE AND SUPPORT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 1, 2012	December 31, 2017	5 - 1 Year	December 31, 2016

PAYMENT TERMS	DELIVERY TIMEFRAME
	NA

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS
 NA

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>	N/A	December 31, 2017

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$16,000,000.00	\$0.00	\$16,000,000.00

DESCRIPTION

Michigan State Police has elected to exercise the one (1) year option to renew contract . Additionally the attached Exhibit 1 shall be a part of this contract renewal. This is a zero dollar change notice. Vendor contact information updated.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

EXHIBIT I

Install Base and Pricing

Bill To (Customer)
DTMB Accounts Payable Attn: DTMB Purchasing Operations 320 S. Walnut Lansing, MI 48933

Product Location (Customer)
Attention: Scott L. Blanchard API Manager Biometrics and Identification Division Michigan State Police 7150 Harris Drive, Dimondale, MI 48821 Telephone: 517.243.1517

Summary	Annual Price
-MSP AFIS Totals (1/1/16 – 12/31/16)	\$509,168.62
Annual CPI cost adjustment	\$15,275.06
-MSP AFIS Totals (1/1/17 – 12/31/17)	\$524,443.68

MSP Core AFIS

Equipment Type	Model	Serial Number or Service Tag #	Description	Qty	Annual Price
Sub-System					\$524,443.68
RACK 0	4210	FVH15G1		1	Included
Sub-System					Included
DAE	CX3-40	FC2BFD1		1	Included
			HDD, 300GB, 10K, FC	15	Included
			Power Supply	2	Included
			LCC Interface, 4gb, DAE3P	2	Included
Sub-System					Included
DAE	CX3-40	DC2BFD1		1	Included
			HDD, 300GB, 10K, FC	8	Included
			Power Supply	2	Included
			LCC Interface, 4gb, DAE3P	2	Included
Sub-System					Included
DAE	MD1000	5Q6Z4G1		1	Included
			HDD, 300GB, 15K	6	Included
			Mgmt Mod SAS/SATA		Included
Sub-System					Included
DAE	MD1000	2Q6Z4G1		1	Included
			HDD, 300GB, 15K	6	Included
			Mgmt Mod SAS/SATA	2	Included
Sub-System					Included
DAE	MD1000	JP6Z4G1		1	Included
			HDD, 300GB, 15K	6	Included
			Mgmt Mod SAS/SATA	2	Included
Sub-System					Included

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1
 to
CONTRACT NO. 071B2200089
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
NEC Corporation of American 10850 Gold Center Drive, Suite 200 Rancho Cordova, CA 95670	Peter Sakkal	Peter.sakkal@necam.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	(613) 569-4983	5337

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	MSP	Scott Blanchard	(517) 241-0620	
CONTRACT ADMINISTRATOR	DTMB	Terry Mead	(517) 284-7035	meadt@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: AFIS Automated Fingerprint Identification System – Maintenance and Support			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 1, 2012	December 31, 2017	5, one year	December 31, 2017
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$16,000,000.00		\$0.00	\$16,000,000.00	

DESCRIPTION: Effective July 24, 2015, the parties add the services in the attached statement of work to make modifications to the current Automated Fingerprint Identification System (AFIS) in order to become a National Fingerprint File (NFF) State. This is a zero-dollar change notice using \$53,680.00 of funds already on the contract. Remaining balance after change is \$13,392,692.97. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement and DTMB Procurement approval.



**MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES
STATEMENT OF WORK**

Project Title: National Fingerprint File State (NFF)	Period of Coverage: 5/1/2015 – 9/30/15
Requesting Department: MSP – BID and CJIC Divisions	Date: 4/27/15
Agency Project Manager: Scott Blanchard and Gregory Rivet	Phone: 517-241-0626
DTMB Project Manager: Ralph Borucki	Phone: 517-243-4982

Brief Description of Services to be provided:

BACKGROUND:

Michigan signed a compact with the FBI to become a National Fingerprint File State (NFF). In order for Michigan to become an NFF State, the AFIS system will need to be modified by the Contractor NEC (Contract Number 071B2200089). This DIT Short Statement is reflective of the change order request to the NEC contract for handling the FIS TOT transactions.

Currently fingerprint-based arrest records are added to the state repository and a copy of the fingerprint images and arrest record are forwarded to the FBI. Maintaining duplicate records is necessary due to dual dissemination responsibilities at the state and national levels. To keep the duplicate records synchronized, states must forward record modifications, expungement notifications, and new disposition information to the FBI when records are updated at the state repository. Any time lapse between additional data being added at the state and federal levels results in discrepancies in the records. When a state participates in the NFF program, the state is the sole disseminator of its CHRI and it is no longer necessary for the state to submit duplicate arrest records or expungement/disposition information to the FBI. Eliminating the processing of duplicative data through participation in the NFF Program provides benefit through the consistent release of accurate and up-to-date criminal history records.

During the background check today, when an identification is made on a non-NFF state record or the state does not support the purpose associated with the fingerprint submission, the FBI provides a copy of the state's record kept on file in the Interstate Identification Index (III). This record copy may not contain all the criminal history record information (CHRI) as the record residing at the state repository. When an identification is made on an NFF state record during the national fingerprint-based background check, the FBI reaches out directly to the NFF state repository for the record thus providing the most complete and comprehensive CHRI available.

Currently Michigan State Police utilizes NEC Corporation of America's Automated Fingerprint Identification System (AFIS). MSP's AFIS configuration consists of a core site AFIS with remote and local input devices. The system is a fully integrated system supporting Tenprint and Latent transactions (Palm and Finger), NIST archiving, and latent searching of IAFIS.

PROJECT OBJECTIVE:

The Michigan State Police would like to complete a change order to the current AFIS system in order to become a National Fingerprint File (NFF) state. The request incorporates the changes that will need to be made to the current AFIS system to handle FIS TOT to the FBI.

SCOPE OF WORK:

MSP requested below modifications to establish/maintain AFIS-CCH systems procedures that will not forward to IAFIS subsequent arrest fingerprints for NFF record subjects.

- o ALIAS will track whether a SID has a Single-Source or Multi-Source flag with a Michigan record.

- If the criminal arrest builds a new Michigan SID, AFIS will submit it to the FBI as CAR/CNA (as current process).
- If the criminal arrest fingerprints match an existing Michigan SID, ALIAS will determine whether the transaction should be submitted to the FBI as a CAR/CNA or a FIS. If the Single-Source/Multi-Source flag is present in ALIAS database, fingerprints will be sent to IAFIS as a FIS. In the event the Single-Source/Multi-Source flag is not present in ALIAS database, fingerprints will be sent to IAFIS as a CAR/CNA (as current process).
- If FIS TOT is needed based on the rules above, then ALIAS will change the TOT at the time of the PACRD message. AFIS will send the fingerprints to the FBI with TOT of FIS. Then AFIS will store the transaction on AFIS and AFIS Archive and also send it to SNAP with the TOT at the time of the RTSID message (CAR, CNA, MAP or NFUF).
- FBI will return an SRE transaction to the AFIS system, which will then be forwarded to ALIAS as FSIM (SRE). After FSIM (SRE or ERRT) is received by ALIAS, it will send a CPI (Criminal Print Ident) file maintenance message to NCIC III system, initiating the fingerprints search for that SID to the U.S. Department of Homeland Security – US VISIT system.
- Under NFF applicant transactions will not send a FIS, instead the transaction will not be sent to the FBI. AFIS will look for the FBI send flag in the PACRD message as it does today (0 (zero) do not send to FBI, 1 (one) send to FBI).

TASKS:

Technical support is required to assist with the following tasks:

Modifications to AFIS relative to NFF:

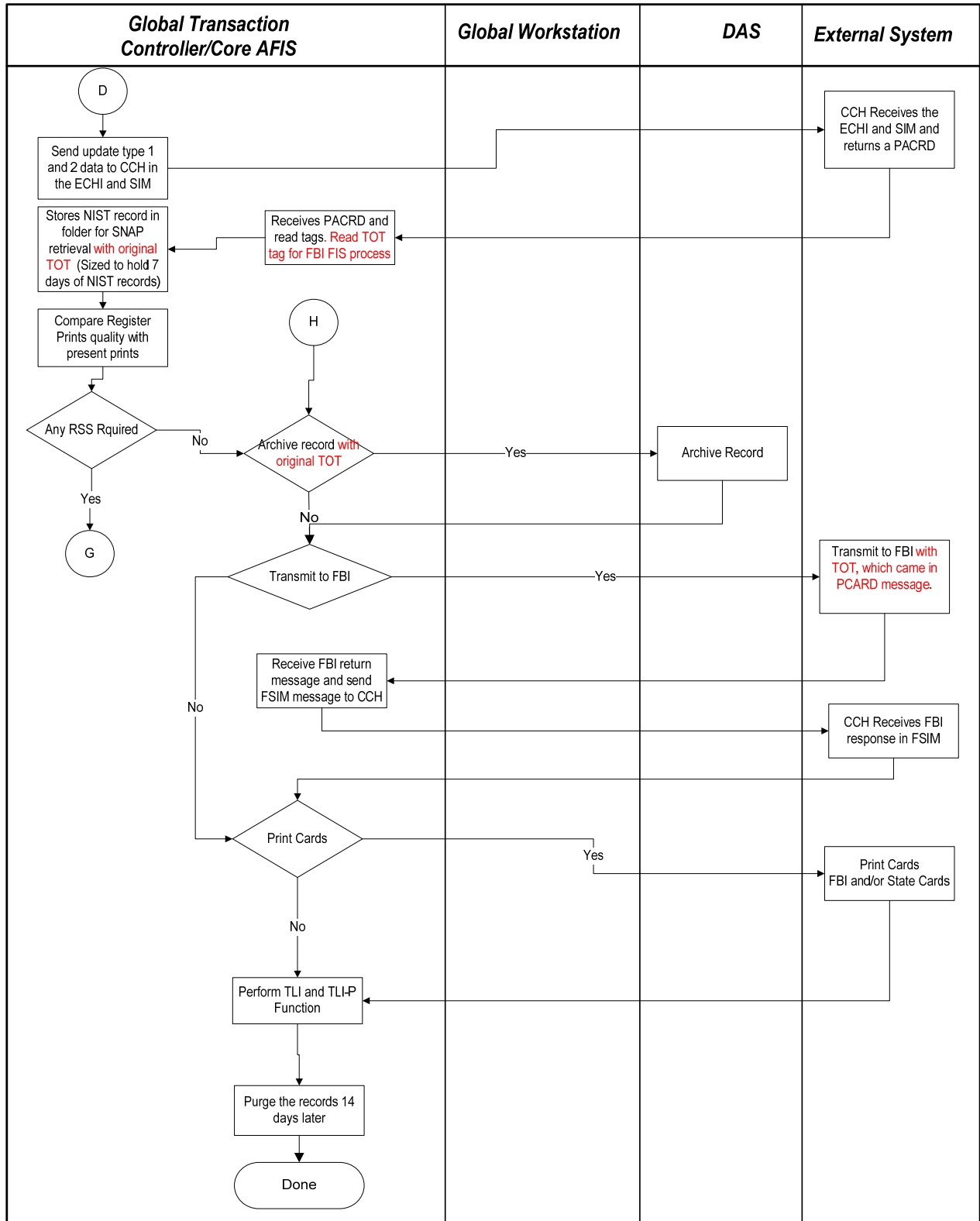
1. Adding and handling the FIS TOT.
 - a. Transactions will be received as CAR/CNA or MAP/NFUF and could be changed to FIS at time of PACRD.
 - b. Store transaction on AFIS and Archive under the original TOT (CAR/CNA or MAP/NFUF) and send to SNAP using the original TOT.
 - c. Send to FBI with the TOT at time of PACRD which could be the original TOT or the new FIS TOT.
2. Create a Send to FBI from the Job Queue.
3. For applicant transactions there is no programming changes needed on the AFIS side. ALIAS will change the FBI send flag as needed. If the applicant transaction is identified and already has a FBI number and source flag then we will not send the transaction to the FBI. ALIAS will change the FBI send flag at time of PACRD.

Below workflow modifications are required on AFIS automated workflow to provide above mentioned requirements.

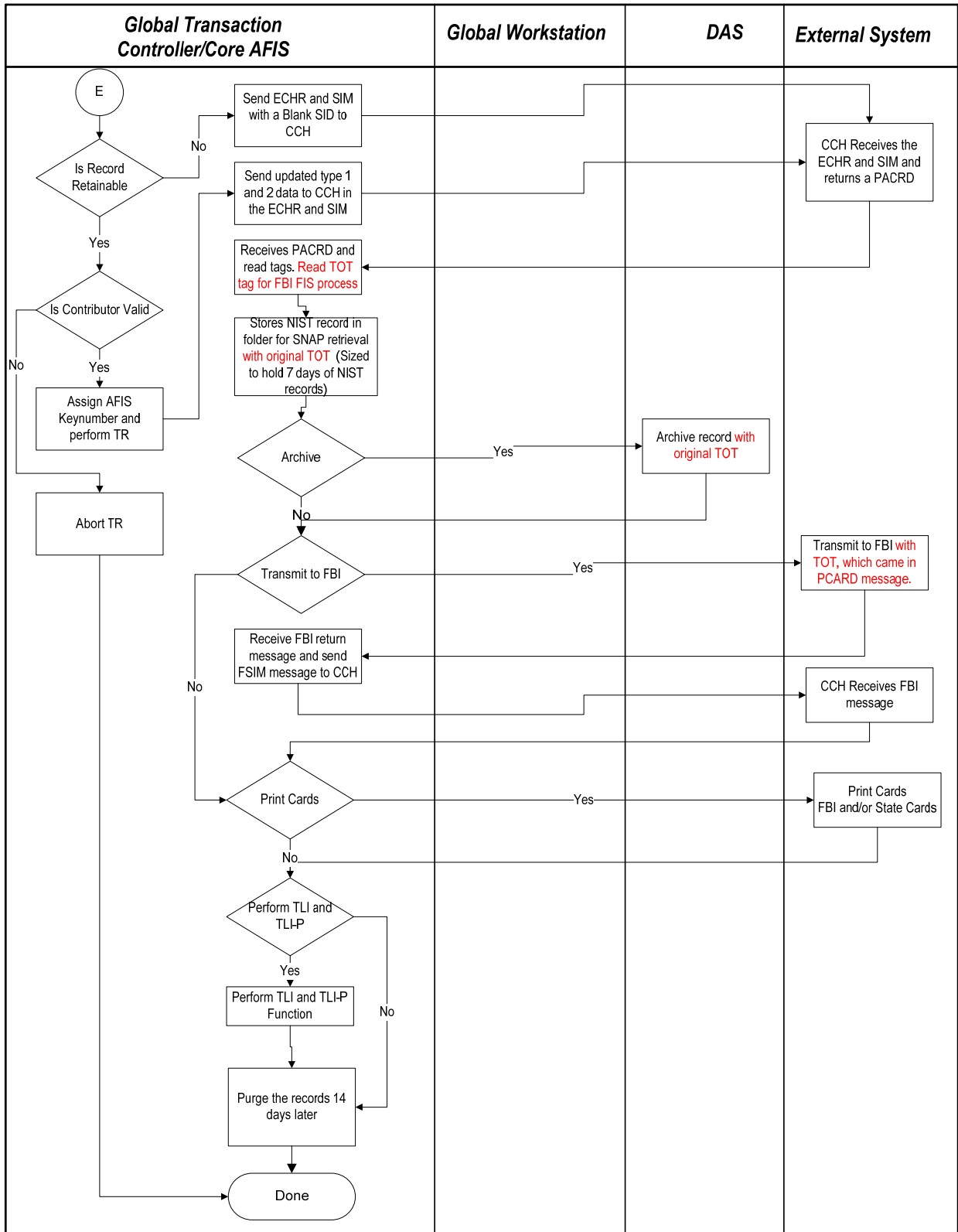
Modifications are in red font, This workflow is taken from original Implementation plan. Only modified sections placed here.

HIT

Process:



**NO HIT
Process:**



User Interface (GWS) Modifications

MSP requested for a modification GWS screen to provide an option for tenprint operator to select any AMF (Live scan or automated cards scan initiated) job and send to FBI from Job Queue.

Details of requirement:

- Provide an option in existing user management system to assign or unassign this function to selective operators, so administrator can assign "Send to FBI from JobQ" to any operator. This function should be enabled only for assigned operators.

- Operator must have an option to select a “TOT” before sending to FBI, System should replace original TOT with operator selected TOT and then send to FBI.
- Provide an option for MSP administrator to add/modify/delete list TOTs. Provide an option to modify order of display in list.
- The menu must include at least the following but can be expanded, reduced, or change the order by MSP administrator.

FIS
 CAR
 CNA
 MAP
 NFUF

DELIVERABLES:

Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables for this project include:

Successful completion of Tasks outlined above.
 Successful completion of the Hit/No Hit Processes within the Workflow (see NEC change order diagrams)
 Successful completion of the User Interface Modification.
 Successful completion of the Scope of Work

ACCEPTANCE CRITERIA:

This is a fixed price deliverable based Contract. The rates quoted will be firm for the duration of this Contract.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

Payment will be made upon satisfactory acceptance of each deliverable. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State’s satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

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

Project Plan and Professional Services Breakdown Table

Resource	Hours	Rate	Extended Rate	Description of Work
System Development	165	\$240	\$39,600	Modifications to the AFIS System as outlined in our Deliverables
Project Manager	24	\$220	\$5,280	Coordinate schedules and manage NEC team
Onsite Engineer	40	\$220	\$8,800	Onsite implementation, integration and testing
Total	229		\$53,680	

Completion date 90 – 180 days upon receipt of PO.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency Project Manager is:

Scott Blanchard
MSP
Biometrics and Identification Division
333 S Grand Ave
Lansing, MI 48933
517-241-0620
Blanchards1@michigan.gov

The designated DTMB Project Manager is:

Ralph Borucki
DTMB
Customer Services DMVA/MVAA/MSP
MSP HQ's 4th Floor
333 S Grand Ave
Lansing, MI 48933
517-243-4982
Boruckir2@michigan.gov

AGENCY RESPONSIBILITIES:

- Depending on the nature of the task, the MSP Project Manager will provide system access for on-site and off-site work, in accordance with established State of Michigan policies, standards, regulations and rules of conduct.
- Whenever possible, conference calls and video conferencing (when available and cost effective) should be used.
- Network Constraints – The network must have enough bandwidth to support the traffic flowing in and out of the system.
- Project Technology Constraints – Meet eMichigan ADA Compliance and standards for web applications and sites.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at the MSP Headquarters in an office space within the DTMB area on the 4th floor in Lansing, Michigan, when on-site work is needed.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

No overtime will be permitted.

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET December 27, 2011
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
 OR
530 W. ALLEGAN, LANSING, MI 48933

NOTICE
OF
CONTRACT NO. 071B2200089
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR NEC Corporation of American 10850 Gold Center Drive, Suite 200 Rancho Cordova, CA 95670 Email: Chuck.thomas@necam.com	TELEPHONE Chuck Thomas (630) 694-5533 x 45533 CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-1638 Reid Sisson
Contract Compliance Inspector: Scott Blanchard (517) 241-0620 AFIS Automated Fingerprint Identification system – Maintenance and Support	
CONTRACT PERIOD: 5 yrs. + 5 one-year options From: January 1, 2012 To: December 31, 2017	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION:	

The terms and conditions of this Contract are attached.

Estimated Contract Value: \$16,000,000.00

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

CONTRACT NO. 071B2200089
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR NEC Corporation of American 10850 Gold Center Drive, Suite 200 Rancho Cordova, CA 95670 Email: Chuck.thomas@necam.com	TELEPHONE Chuck Thomas (630) 694-5533 x 45533 CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-1638 Reid Sisson
Contract Compliance Inspector: Scott Blanchard (517) 241-0620 AFIS Automated Fingerprint Identification system – Maintenance and Support	
CONTRACT PERIOD: 5 yrs. + 5 one-year options From: January 1, 2012 To: December 31, 2017	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of REQ #084R1300096, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence. Estimated Contract Value: \$16,000,000.00	

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE CONTRACTOR: _____ NEC Corporation of America Firm Name _____ Authorized Agent Signature _____ Authorized Agent (Print or Type) _____ Date	FOR THE STATE: _____ Signature Jeff Brownlee, Chief Procurement Officer Name/Title DTMB, Procurement Division _____ Date
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Article 1 – Statement of Work (SOW)

1.000 Project Identification

1.001 PROJECT REQUEST

The State of Michigan (State), through the Michigan Department of Technology, Management & Budget (MDTMB), and Michigan Department of State Police (MSP) has issued this Request for Proposals (RFP) to obtain proposals from qualified firms for Maintenance and support for the existing Michigan Automated Fingerprint Identification System (AFIS).

The Michigan Automated Fingerprint Identification System (AFIS) must maintain 99% operational up-time and meet requirements of federal and state laws.

The State seeks to have services begin upon execution of the contract, with full system support and maintenance requirements to be in place by January 1, 2012.

1.002 BACKGROUND

The State of Michigan installed the first Michigan Automated Fingerprint Identification System (AFIS) in 1988. This system services fingerprint identification, both latent and ten-print, for the entire state. At the time of installation, Michigan converted 724,000 ten-print fingerprint cards. Today, Michigan has over 3.2 million persons on the AFIS, with about 4.5 million records on the AFIS archive system.

Michigan has 19 sites across the state that have AFIS terminals to access AFIS for ten-print and/or latent searches that are used to search the state and Federal Bureau of Investigation (FBI) AFIS. These sites include MSP Headquarters Lansing, Michigan which houses the AFIS and ten-print operations, seven MSP Labs, and eleven local agency AFIS Latent sites.

Michigan has over 620 law enforcement agencies and over 550 live scan devices connected to the state AFIS. The live scan devices are provided through three vendors operating with SFTP over TCP/IP. These devices are maintain by other vendors but central site configuration and assistance by the AFIS vendor for configuration, interfacing, and support is required.

The Michigan AFIS is connected to the state's Criminal History System (CHS), State-wide Network of Agency Photos (SNAP, central repository of photos), the FBI Integrated Automated Fingerprint Identification System (IAFIS) and over 550 live scan devices. AFIS also support Mobile fingerprint identification with one or more fingers. There are currently 50 mobile scanners that the vendor must support. The requirements, interfaces and configurations to the systems are documented and are required to be maintained. There is currently one local agency Mobile Id server connect to AFIS that the vendor must assist in central site connectivity, configuration, and assistances. This is expected to expand over the next few years.

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

Maintenance of the equipment is currently provided by NEC on a year to year basis with the current contract to end December 31, 2011. (See Appendix D for a list of the equipment being maintained by NEC). The purpose of this proposal is to provide a contract to continue maintenance and support of the existing AFIS and to provide an avenue for future purchases needed for system growth which include database expansions and throughput requirements. This will also allow for other purchases to allow for AFIS advancement, additional functionality, expanded automation, and additional equipment for additional sites, and input and search methods. Vendor must also to provide support and maintenance all future purchases.



Information provided herein is intended solely to assist contractors in the preparation of proposals. To the best of the State's knowledge, the information provided is accurate. However, the State does not warrant such accuracy, and any variations subsequently determined will not be construed as a basis for invalidating the RFP. The State reserves the right to cancel this Request for Proposal (RFP), or any part of this RFP, at any time.

1.100 Scope of Work and Deliverables

1.101 IN SCOPE

- Hardware Maintenance
- Software Maintenance
- Operations Services
 - Configuration Management Methodology
- Computer Hardware
- Computer Software
- Business Requirements
- Software Application Implementation
 - Application Development
 - Software installation
 - Software Configuration
 - Application Integration
 - Testing
- Training
- Documentation

1.102 OUT OF SCOPE

Equipment and application development services for any system other than the current AFIS system are out of scope of this RFP.

1.103 ENVIRONMENT

The links below provide information on the State's Enterprise information technology (IT) policies, standards and procedures which includes security policy and procedures, IT strategic plan, eMichigan web development and the State Unified Information Technology Environment (SUITE).

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided as a result of this RFP must comply with all applicable State IT policies and standards. Contractor is required to review all applicable links provided below and state compliance in their response.

Enterprise IT Policies, Standards and Procedures:

<http://www.michigan.gov/dmb/0,1607,7-150-56355---,00.html>

All software and hardware items provided by the Contractor must run on and be compatible with the MDTMB Standard Information Technology Environment. Additionally, the State must be able to maintain software and other items produced as the result of the Contract. Therefore, non-standard development tools may not be used unless approved by MDTMB. The Contractor must request, in writing, approval to use non-standard software development tools, providing justification for the requested change and all costs associated with any change. The MDTMB Project Manager must approve any tools, in writing, before use on any information technology project.

It is recognized that technology changes rapidly. The Contractor may request, in writing, a change in the standard environment, providing justification for the requested change and all costs associated with any change. The State's Project Manager must approve any changes, in writing, and MDTMB, before work may proceed based on the changed environment.

**Enterprise IT Security Policy and Procedures:**

http://www.michigan.gov/documents/dmb/1310_183772_7.pdf
http://www.michigan.gov/documents/dmb/1310.02_183775_7.pdf
http://www.michigan.gov/documents/dmb/1325_193160_7.pdf
http://www.michigan.gov/documents/dmb/1335_193161_7.pdf
http://www.michigan.gov/documents/dmb/1340_193162_7.pdf
http://www.michigan.gov/documents/dmb/1350.10_184594_7.pdf

The State's security environment includes:

- MDTMB Single Login.
- MDTMB provided SQL security database.
- Secured Socket Layers.
- SecureID (State Security Standard for external network access and high risk Web systems)

IT Strategic Plan:

<http://www.michigan.gov/itstrategicplan>

The State Unified Information Technology Environment (SUITE):

Includes standards for project management, systems engineering, and associated forms and templates – must be followed: <http://www.michigan.gov/suite>

Agency Specific Technical Environment

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

The Michigan AFIS central computer processors and database servers (AFIS Central site) and Ten-print operations are housed at the Michigan Department of State Police, Headquarters location: 333 South Grand Avenue, Lansing, MI 48933, where the on-site support staff office is also located.

The existing hardware and software is proprietary. All of the existing application software and hardware shall be maintained by the awarded Contractor. A list of the equipment and software to be maintained at all sites, including the out-state sites, is included in Appendix D.

AFIS interfaces include:

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

AFIS has multiple layers of user access levels, each function, screen, for each type of users has access authorization. There are five major types of access levels:

1. Trainee Latent and/or Ten-print.
2. Operator Latent and/or Ten-print.
3. Manager/supervisor Latent and/or Ten-print.
4. Administrator.
5. "Super user/administrator".



AFIS is required to have daily, monthly, and yearly statistical reporting for latent, and ten-print (manual and automated). This reporting must include throughput, hit/no hit, reject, and abort by system, transaction type, terminal, and user. Detailed logs must be maintained and provided to AFIS Staff to produce additional detailed reporting. System, device, function, and application monitoring tools are required.

Below chart shows current system sizing:

	Throughput Per day	Throughput Per hour	Throughput Per Year	AFIS Storage	Archive Storage
Ten-print	5,500	500	2 million	7 million	10 million
TI	2,200	275			
T/LI	5,500	500			
Latent	100			60,000	
Mobile ID	1,500				
Palm	1,000			2 million	4.5 million
Palm Latent	50			50,000	

Below chart shows system sizing expansions to be completed by this contract:

	Throughput Per day	Throughput Per hour	Throughput Per Year	AFIS Storage	Archive Storage
Ten-print	5,500	500	2 million	7 million	10 million
TI	2,200	275			
T/LI	5,500	500			
Latent	200			100,000	
Mobile ID	3,000				
Palm	3,000			2 million	4.5 million
Palm Latent	200			100,000	

Current Mobile Fingerprint ID transactions throughput is sized for 1,500 per day. Options for expansion to Mobile ID throughput should be provided, starting at 3,000 per day and logical increments.



AFIS Equipment is currently located at the following sites:



Central Site & Ten-print
333 S. Grand Avenue
Lansing, Michigan 48933

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

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

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

Sterling Heights MSP Lab
42800 Merrill
Sterling Heights, MI 48314

Bridgeport MSP Lab
6296 Dixie Highway
Bridgeport, MI 48722

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

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

Grayling MSP Lab
103 James Street
Grayling, MI 49738

Dearborn Police Department
16099 Michigan Ave
Dearborn, MI 48126

Detroit Police Department
1300 Beaubien
Detroit, MI 48226

Livonia Police Department
15050 Farmington Rd
Livonia, MI 48154

Flint Police Department
210 E Fifth St
Flint, MI 48502

Grand Rapids Police Department
333 Monroe Ave. NW

Grand Rapids, MI 49503

Wyoming Police Department
260 Dehoop
Wyoming, MI 49509

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

Taylor Police Department
23515 Goddard
Taylor, MI 48180

Redford Township Police Department
25833 Elsinore
Redford TWP, MI 48239

Lansing Police Department
120 W Michigan Ave
Lansing, MI 48933

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



1.104 Work And Deliverable

Contractor shall provide deliverables, services and staff, and otherwise do all things necessary or incidental, for the complete and successful enhancement of the equipment and software of the AFIS system, and continued maintenance of existing and new equipment and software, providing the functionality required for the State's business operations for the Michigan State Police, in accordance with the requirements as set forth below. Contractor's proposal shall state whether it will meet the stated requirements and how the requirements will be met.

I. General Requirements for Work and Deliverable:

A. Hardware and Software

Contractor is responsible for implementing All hardware, operating system software, and application software, including:

- o Delivery and installation.
- o System install and configuration.
- o System backups.
- o Any data migrations.
- o Interfaces and integration.

Contractor must provide appropriate system interfaces/integration to the following applications:

Criminal History System – TCP/IP socket to socket protocol.

SNAP – FTP.

Federal Bureau of Investigation – SMTP.

Live Scan – SFTP.

Contractor must provide detailed testing scripts and perform these tests prior to MSP testing.

All software proposed must be acceptable to the State. Any software outside of the state standards must be presented, reviewed, and accepted by DTMB. All software purchased under the options are expected to be purchased by the State. Leasing options are not expected in these cases. Contractor is responsible for installing, implementing, and assuring all software is compatible with existing hardware and software. Software cannot negatively affect the system throughput, storage, interfaces, or functionality.

All hardware proposed must be acceptable to the State. Any hardware outside of the state standards must be presented, reviewed, and accepted by DTMB. All hardware purchased under the options are expected to be purchased by the State. Leasing options are not expected in these cases. Contractor is responsible for installing, implementing, and assuring all hardware is compatible with existing hardware and software. Hardware cannot negatively affect the system throughput, storage, interfaces, or functionality.

B. Services

Operations Services

The Michigan AFIS is housed at the Michigan State Police Headquarters and will be solely supported by the contractor and MSP. All day-to-day and special situations are required to be supported by the contractor. The room, UPS, generator, air, and power are all maintained by MSP or other contractors. All other aspects of hosting and supporting the system must be completed by contractor.

Business Requirements:

For all proposals and future Statements of Work, Contractor must provide updated business requirements documents for any options purchased that may require business requirements to change. These changes must be reviewed and approved by MSP prior to implementation and acceptance.

Application Implementation and Testing

As part of all proposals and future Statements of Work, application design must be completed with detail documentation and close review by DTMB. Contractor must meet with both MSP and DTMB IT staff regularly during the design phases to be sure that the vendor is meeting the State's business and



technical requirements. Incremental reviews and signoff must be completed as part of acceptance. Any design not documented, reviewed, and accepted by the State will be fault of Contractor and will be corrected by Contractor at Contractor's expense. The State will not pay for functionality that is not acceptable to the State, that was not documented, reviewed, or accepted by the State during the design phase. Contractor must provide complete System and Application Design documentation in hard and electronic (Microsoft products) format.

C. Training:

As needed and based on changes to equipment or system function, Contractor must provide training to MSP at no additional charge.

Contractor must provide training to all users of that specific type of user for changes to Administrative, Ten-print or Latent functionality. Each user must be trained by contractor based on functionality changed and type of user, for administrative/technical, ten-print, and latent users.

Upgrades and new versions to the system that affect end-user functionality include training at no additional cost. Classroom style training must be provided for each user of the user type that the functionality has changed. This training can be held in the Lansing area for all users to attend. Training must be held in Michigan unless vendor wishes to provide travel expenses for users.

All training manuals, training plans and other documentation provided become the property of the State. These documents must be provided in hard copy and electronic (Microsoft format).

Training and documentation must meet user needs and completed professionally. Training plan and materials must be provided and reviewed by MSP prior to schedule of training. Any issues with this training or documentation will be reviewed MSP administrative staff and determine if acceptable. If found not acceptable contractor must take MSP comments and improve the deliverable and provide to MSP for review before training is scheduled.

D. Documentation

Contractor shall complete all documentation in a professional manner. Contractor shall deliver documentation to the MSP AFIS manager and staff for review and approval.

Below are the required documentation deliverables depending on the option(s) purchased.

Deliverable(s)

- User manuals
 1. Ten-print – minimum of 12 copies.
 2. Latent – minimum of 65 copies.
- IT Technical manuals
 3. A minimum of two (2) copies of the following documentation in an electronic format, online and in hard copy will be provided:
 - a. User and Technical Manuals - On-line and Hard Copy
 - b. Data Element Dictionary
 - c. Administrative/Operations Manual
 - d. All updates of documentation during the term of the Contract, software license and maintenance agreement.
 4. The following documentation is provided for all modules and program development:
 - a. System-wide documentation and specifications
 - b. System function and screens documentation
 - c. Installation procedure
 - d. Implementation plan and requirements.
 - e. Module configuration documents sufficient for configuration maintenance purposes



- f. Testing scripts
 - g. Specification documentation
 - h. Production migration
5. The documentation of components, features, and use of the hardware/software shall be detailed such that resolution of most problems can be determined from the documentation, and most questions can be answered.
 6. All system, operational, user, change, and issue documentation must be available in electronic format, published to an intranet website, accessible to State users, updated regularly, with unique numerical identifiers for each section and be consistent with the most current version of the application(s) and three (3) previous versions.
 7. All system, operations, user, change and issue documentation is to be organized in a format, which is approved by the State and facilitates updating and allows for revisions to the documentation to be clearly identified including the three (3) previous versions.
 8. The Contractor must develop and submit for State approval complete, accurate, and timely system, operations, and user documentation.
The Contractor must notify the State of any discrepancies or errors outlined in the system, operations, and user documentation.

II. Services and Deliverables To Be Provided:

For purposes of preparing proposals, Contractors are to assume to be prepared to fully support and provide maintenance for the existing AFIS system by January 1, 2012. Other options may be purchased at a later date.

These deliverables are not all inclusive. Contractors may propose other deliverables.

- A. **Deliverable I – AFIS Maintenance and support of existing AFIS (Hardware and Software).**
Contractor shall maintain and support all existing AFIS equipment, including hardware and software. Contractor is responsible for all system and peripheral equipment and software, and user support of the existing system and for all equipment, hardware, and software made against this contract.

Maintenance and support requirements are identified as follows:

1. Contractor shall provide maintenance for the current AFIS existing equipment and equipment to be purchased and all associated software for the duration of this contract and all options of this contract.
2. Contractor shall provide in their proposal their plan to provide maintenance for the existing AFIS equipment, including how maintenance services will be transitioned from the current contract without interruption of services.
3. Upgrades shall be included within the cost of maintenance.
 - a. As the State or Contractor upgrades, augments or installs replacement equipment and software products, an updated hardware, software, and shall be agreed to by the Contractor and the State which, upon approval by MSP, shall automatically amend the Contract without further action by the State or the Contractor to reflect the addition or deletion of an identified hardware or software component. Such amendments shall be incorporated in the Contract, and the hardware and software described therein shall be covered by the Contract for the unexpired term.
 - i. If the addition of equipment or software results in an increase in costs to be paid by the State under the Contract, the proposed increase will not be effective unless and until approved using the Change Management process of Section 1.403 of this SOW.
4. Contractor shall support 24X7 hardware and software system on call support staff.
5. Contractor shall have 8X5 on-site hardware and software system support staff.



6. Contractor shall provide central site on-site 8 X 5 system monitoring, software and hardware support, including system and device backups.
7. Contractor shall support all equipment at the 20+ AFIS sites across the state.
8. The Contractor shall provide 24X7 support to address any problems with the system and equipment at central site and ten-print operations site with two (2) hour response.
9. The Contractor shall provide 8X5 support for remote AFIS terminals and equipment with next day response.
10. The Contractor shall provide 8X5 on-site support at either AFIS Central site or Ten-print sites.
11. The Contractor shall provide ongoing technical system support.
12. The Contractor shall provide online technical system documentation.
13. The Contractor shall provide telephone technical support with 24X7 availability.
14. The Contractor shall provide email technical system support with a maximum 24-hour turnaround on questions.
15. The Contractor shall provide on-site technical support upon the State's request at the expense of the Contractor.
16. The Contractor shall provide an escalation process for technical support.
17. The Contractor shall respond to the telephone requests for maintenance service, within two (2) hours, for calls made at any time for central site and ten-print operations site.
18. The Contractor, with the State's approval, may provide remedial maintenance off-site via telephone or secure connection to the system.
19. The Contractor's maintenance program for new equipment shall commence at the end of the two (2) year minimum warranty period.
20. All maintenance shall be performed by qualified personnel who are familiar with the system.
21. The Contractor shall provide backup maintenance resources.
22. The Contractor shall provide for escalation of maintenance issues to ensure critical issues are resolved.
23. The Contractor shall provide remote diagnostic capabilities.
24. The Contractor shall provide one point of contact to report system malfunction whether malfunction is due to software or is of unknown origin. The Contractor shall be responsible for providing the appropriate remedy.
25. Contractor must maintain dispatch system record of calls, maintenance, and problems.
26. Contractor shall utilize an agreed upon maintenance record/log for reporting all maintenance services performed.
27. Problem Tickets - The Contractor help desk will open problem tickets within 15 minutes of when the problem is reported during regular Contractor business hours, and within one hour otherwise.
28. The State and the Contractor will jointly agree on a mechanism to keep the State's Call Center advised of hardware and software issues affecting system availability and/or performance.
29. The State classifies problems / outages as high, medium, and low severity.
 - a. High – the problem renders the product inoperable
 - b. Medium – the problem has a significant impact to the product's ability to perform, but a workaround is available or operations can continue in a degraded state.
 - c. Low – the problem slightly impacts the product's ability to perform. Questions also fall in this category.
30. Contractor shall provide:
 - a. Remote support to commence resolution of the reported problem within 15 minutes of the report of a high or medium problem.
 - b. On-site support to commence resolution of the reported problem within 2 hours for a medium or high problem.
 - c. Same or next day support to commence resolution of the reported inquiry/question for a low inquiry / question.
31. Once support is assigned, Contractor agrees to maintain a continuous effort to resolve reported high and medium severity problems.
 - d. Contractor shall commit sufficient resources to resolve any high severity level problems as immediately as possible.



32. If Contractor determines it cannot correct the problem within a reasonable period of time, Contractor shall promptly initiate an escalation procedure to assign sufficient skilled personnel to correct the problem.
- e. Contractor staff shall notify senior Contractor management and MDIT/MSP management that a reported problem has not been corrected.
 - f. Status reports shall be provided as identified by the State on problem correction activities.
33. Contractor shall identify how bug fixes and software errors are reported and resolved.
34. The Contractor shall provide the following services for the system, for the term of the contract, commencing upon installation of the deliverable(s):
- g. **Error Correction.** Upon notice by State of a problem with the system, the Contractor shall correct or provide a working solution for the problem.
 - h. The Contractor shall notify the State of any material errors or defects in the deliverables known, or made known to the Contractor from any source during the Contract term that could cause the production of inaccurate or otherwise materially incorrect results.
 - i. The Contractor shall initiate actions, as may be commercially necessary or proper to effect corrections of any errors or defects.
 - a. **Error Correction.** Upon notice by State of a problem with the Software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem.
 - b. **Material Defects.** The State will be notified of any material errors or defects in the deliverables known, or made known to Contractor from any source during the Contract term that could cause the production of inaccurate, or otherwise materially incorrect, results and shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
 - c. **Updates.** All new releases and bug fixes (collectively referred to as "Changes") for any software deliverable developed or published by Contractor and made generally available to its other customers at no additional charge will be provided to the State at no additional charge.

These requirements will exist for all purchases made on this contract. Maintenance includes operating system (OS) upgrades and security patches.

All other options must also have maintenance pricing costs after two-year warranty for three (3) years.

B. Deliverable II – AFIS real time Disaster Recovery.

As an optional future module to AFIS, Contractor shall provide a proposal for a real time disaster recovery system meeting the following requirements:

1. A disaster recovery system shall have the ability to be used as a test system and/or Mobile Identification system as well. Interface functionality must be included to meet test and/or Mobile Identification functionality, such as a new Criminal History System (CHS), SNAP, and FBI.
2. Disaster recovery system shall meet all the requirements of the primary system, with exception of throughput requirements as identified below.
3. Pricing for incremental database and throughput expansions for the additional phases are required as part of the proposal for this deliverable.
4. This shall include all flow and interface requirements of the primary system.
5. The Disaster Recovery System must accept and store 5,500 ten-print transactions per day. Some of these may need to be stored for later or lower priority processing.
6. Criminal ten-print record builds shall be priority, second shall be Criminal ten-print non-retains (Id only) and ten-print applicant shall be a lower priority and can be stored until computer processor is available or if necessary until the production system is back on-line.
7. Latent and latent palm searches will have the same priority as the production system.
8. Priority must be administratively configurable.



9. Specific jobs can be administratively selected and initiated for matching.
10. Ten-print to latent transactions (T/LI) can be held until computer processor becomes available or productions system is available. Holding this job for later processing shall not delay the submission of transactions to the FBI IAFIS.
11. Ten-print palm to unsolved palm can be held until computer processor becomes available or productions system is available.
12. For testing functions, System must flag test records, records created from test and development devices, and not allow production devices to search these records.
13. System must identify when devices are set to test or development and route these transactions to the disaster/test/Mobile ID system.
14. When device is set to test or development it will this system will also interface with the test or development Criminal History System (CHS).

	Throughput	Throughput	Throughput	AFIS	Archive
	Per day	Per hour	Per Year	Storage	Storage
Ten-print	3,000	300	2 million	7 million	10 million
TI	2,200	300			
T/LI	3,000	300			
Latent	100			100,000	
Mobile ID	3,000				
Palm	3,000			2 million	4.5 million
Palm Latent	50			100,000	

C. Deliverable III – Hardware and software end of life upgrade plan, costs and implementation.

Contractor must provide proposals, implementation plans, and pricing for hardware and software upgrades for end of life on hardware. These implementations must be planned over time and no wholesale replacement of system. The hardware must comply with current AFIS hardware and be approved by MSP and DTMB. Contractor must assure all hardware, software, and operating system software is compatible or is made compatible with existing AFIS. This plan is expected to extend over at least the next five (5) years. Each replacement item on the plan must be justified as to end of life.

D. Deliverable IV – DELETED.

E. Deliverable V – Additional Latent and Ten-print workstations and equipment.

Contractor must provide pricing and proposals for purchasing additional ten-print, latent, and full function workstations. This shall include printers, dual monitors, ten-print and latent scanners, and computers. Pricing for purchasing one at a time and up to ten (10) each.

F. Deliverable VI – Additional Mobile ID devices.

Contractor must provide pricing for incremental Mobile ID devices solutions. These devices and scanners must meet federal and state requirements and standards. These proposals must have single unit costs and quantity cost pricing.

G. Deliverable VII – Updated Mobile ID requirements and enhancements.

As a future option the State may exercise, Contractor shall include a proposal and pricing for implementation of a User Authorization File (UAF), user sign on for Mobile ID application. User authentication and logging must be priced with following options, these options must be priced separately. The system must allow for each option to be activated or deactivated by system administrator; user ID and password, advanced authentication including token and fingerprint. Web service option for client application must be priced for an option, to eliminate or as option to the Blackberry Enterprise server. This is to allow for more options for remote device. Encryption on submission and on data stored at the mobile device must be included.



For this Deliverable, Contractor shall provide the following options, including costs for each:

Option 1: Provide UAF, user sign-on for Mobile ID application, including user ID, password, and advanced authentication including token and fingerprint, including web services, Data-In-Motion (DIM) encryption on submission, and Data-At-Rest (DAR) encryption.

Option 2: Same as Option 1, with 3,000 per day mobile ID throughput.

Option 3: Same as Option 1, with 6,000 per day mobile ID throughput.

Deliverable VIII – Minimum AFIS Disaster Recovery.

As a future option the State may exercise, Contractor must provide proposal for a minimal Disaster Recovery (DR) system that uses the FBI for all Ten-print searches. Live Scan would feed MSP’s backup landing server. The landing server would be modified to place the NIST record into an input directory and save the NIST record to an external storage device. The NIST record would be forward to the FBI for identification purposes. Results would be accessible for staff to forward responses to the field. The Live Scan transactions must be flagged as received under DR conditions so when the full Michigan AFIS is operational these NIST records can be routed and processed by the Michigan AFIS. These records would then be forwarded to the FBI as ID only to and no LEIN response would be provided for these transactions. AFIS would have to read the DR flag and change record build and LEIN response flags as needed.

This DR system must also provide latent access for all remote latent terminals. The users would use the ULW software on their current GWS and send latent searches through a DR ULW server. This service could reside on the Landing Server (Linux) or on the external storage device.

Bidder’s describe your proposed solution to meet this service, including State roles and Contractor roles

Deliverable IX – Archive Scan Upgrade.

As a future option the State may exercise, Contractor must provide a proposal and pricing to update the current Archive Scan processes. The upgrade must include the ability to scan both sides of the fingerprint and/or palm print card(s) into a jpeg image as to get historic cards from the fingerprint jacket room on to the Archive System. The current process allows the scan of fingerprint images and entry of data. This upgrade will allow for all information on the card(s) to be scanned, stored, exported to a file for e-mail and jump drive, and printed to browse printer and/or print server. This process, including the exported file must maintain 1 to 1 image standards.

A. *Business Requirements*

1. The hardware and software shall meet all applicable legal and policy requirements as defined by Federal law and systems policies including those concerning system integrity, response time, physical and data security, user and administrator clearances, dissemination restrictions, and others.
2. The system shall meet the message handling requirements of the Federal Bureau of Investigation (FBI) IAFIS and State of Michigan.
3. The system shall be compatible with the FBI's CJIS WAN protocols and network infrastructure.
4. The system shall route transactions, jobs and messages to terminals, printers, individual users, and groups that consist of terminals, printers, individuals, and computer interface agencies.
5. The system shall allow transactions, jobs and messages to be delivered immediately.
6. The system shall allow transactions, jobs and messages to be queued for later delivery.
7. The system shall log all transactions, jobs and messages regardless of origination point or destination.
 - Both message as sent and message as delivered.
8. The system shall provide for an audit trail showing when the transaction, job or message:
 - Was created
 - Was delivered
 - If it was viewed/printed and
 - By whom, with full date/time stamp.
9. The system shall display transactions, jobs and messages queued at any terminal/printer or user destination or individual.



10. The system shall deliver all transactions, jobs and messages in real time.
11. The location or method of storage shall not impact delivery time.
12. All messages delivered, but not logged to the database, shall be logged automatically when the database becomes available.
13. The system shall use TCP/IP for connectivity.
14. The system shall provide maintenance applications to startup, shutdown, and show current status (including send/receive/error statistics) of jobs in each state of processing and delivery to terminals and other systems with which it interfaces.
15. The system shall self-monitor the status of connections to terminals, live scan, servers and other systems with which it interfaces.
16. If errors are encountered, notify a designated terminal, log, user, or destination list, and automatically retry to reacquire the connection experiencing the errors.
17. The system shall provide the ability to send messages to and from development, test and production Criminal History Systems.
18. The system shall provide the ability to create user groups for message delivery.
19. The system shall provide asynchronous task processing to send queries and to respond to queries.
20. The system shall provide connectivity using existing defined interfaces and protocols to:
 - IAFIS for ten-print submissions
 - IAFIS for latent submissions
 - SNAP
 - Criminal History System (test, production and development)
 - Live Scan.
 - Mobile ID Servers.
21. The system shall provide the ability to add, delete, change AFIS stations, AFIS users, and live scan devices without interruption.
22. The system shall provide the ability to record, store, and display error messages received or produced as part of the log.
23. The system shall accept and validate user group profiles for submission and distribution of data.
24. The system shall maintain a history of all transactions for 7 days after "DONE".
25. Done is identified as when all steps for the transaction are complete.
26. These steps include from time the transaction is received, name search, 1 to 1, ten-print search, edit, verify, FBI search and response, and Ten-print to latent verifications complete.
27. The system shall prioritize processing of message transactions based on:
 - The type of transaction,
 - The agency, and
 - The requested priority level.
28. The system shall:
29. Hold undeliverable messages,
 - Store them until they can be successfully forwarded, and
 - Notify the sender of the delay and the nature of the delay.
30. Hardware and software licenses shall conform to the State IT or agency-specific standards approved by DTMB.
31. Operating systems on servers and terminals will only be upgraded with the approval of DTMB/MSP.
32. Administrative, operational and technical functions shall still be maintainable from both the AFIS Central and AFIS Ten-print sites.

Deliverable(s)

- Daily monitoring
- Systems management
- System backups, warm and cold, are the responsibility of the contractor.
- System recovery from backups
- Security administration services
- On-site management with hardware at a State site



Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501. Any additional or more specific criteria should be identified here.

II. Requirements

A. Technical/General System Requirements

Contractor shall meet and provide all requirements as detailed in Appendix A – Technical Requirements and Appendix B – General System Requirements

B. Functional Requirements

Contractor shall maintain a 99% uptime on the central AFIS and ten-print equipment 24 X 7 and 8 X 5 on all remote latent equipment.

Contractor shall meet and provide all requirements as detailed in Appendix C – Functional Requirements.

1.200 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

A. Contractor Staff

The Contractor will provide resumes in the attached Personnel Resume templates (Attachment XX) for staff, including subcontractors, who will be assigned to the Contract, indicating the duties/responsibilities and qualifications of such personnel, and stating the amount of time each will be assigned to the project. The competence of the personnel the Contractor proposes for this project will be measured by the candidate's education and experience with particular reference to experience on similar projects as described in this Statement of Work. The Contractor will commit that staff identified in its proposal will actually perform the assigned work.

Contractor must provide a list of all subcontractors, including firm name, address, contact person, and a complete description of the work to be contracted. Include descriptive information concerning subcontractor's organization and abilities.

The Contractor will identify a Single Point of Contact (SPOC). The duties of the SPOC shall include, but not be limited to:

- supporting the management of the Contract,
- facilitating dispute resolution, and
- advising the State of performance under the terms and conditions of the Contract.

The State reserves the right to require a change in the current SPOC if the assigned SPOC is not, in the opinion of the State, adequately serving the needs of the State.

The contractor must submit a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the contractor/subcontractor on this project contingent on award of the bid. If the identified personnel are currently assigned to a State project the contractor must provide a letter signed by the State Project Manager releasing the individual from the project upon execution of the contract.

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



All Key Personnel may be subject to the State’s interview and approval process. Any key staff substitution must have the prior approval of the State. The State has identified the following as key personnel for this project:

- Scott Blanchard
- Craig Wilkinson

The Contractor will provide a (*project manager/technical lead*) to interact with the designated personnel from the State to insure a smooth transition to the new system. The project manager/technical lead will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by State. The Contractor's project manager/technical lead responsibilities include, at a minimum:

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

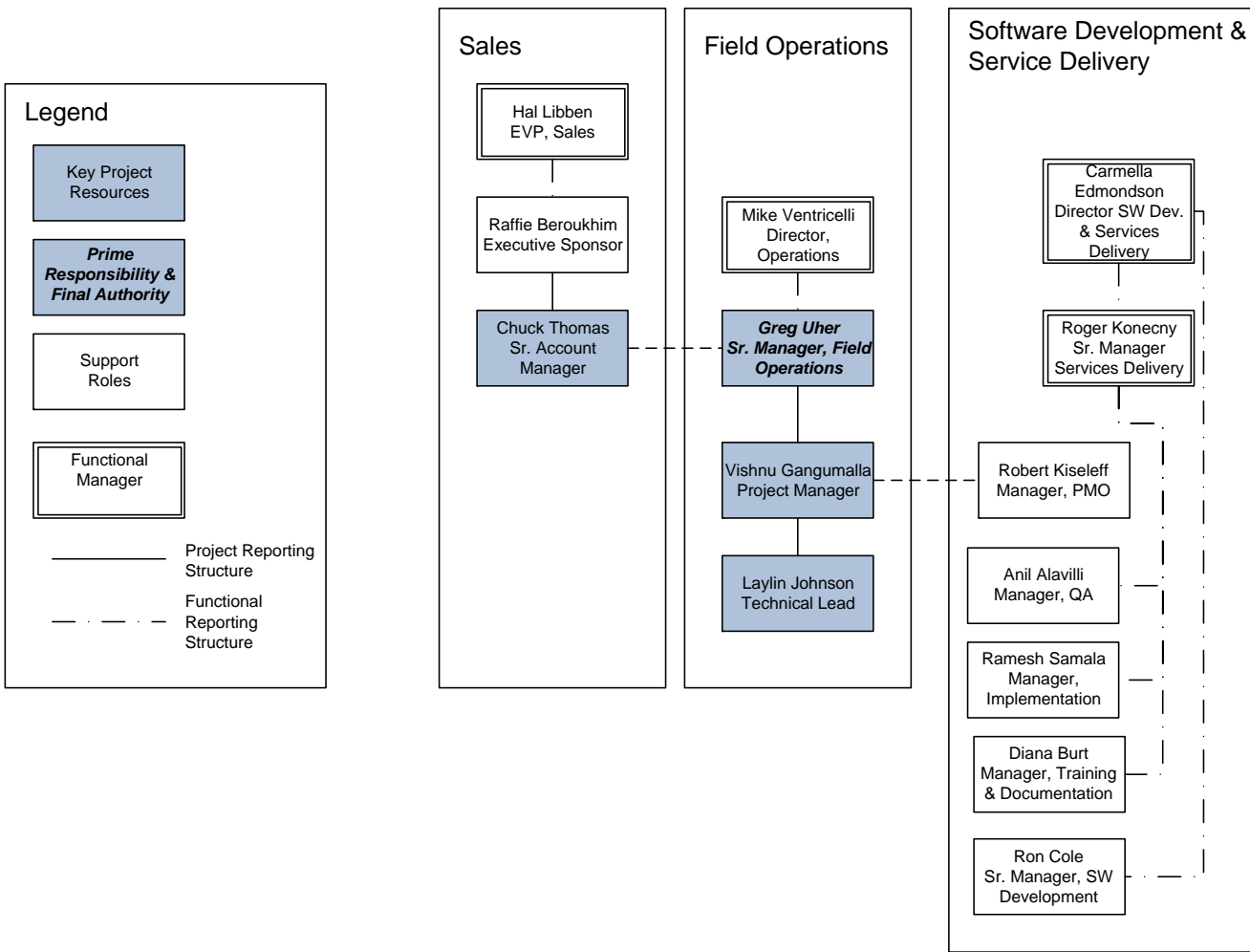
The Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work.

The Single Point of Contact for this contract is Greg Uher, Sr. Manager, Field Operations. Other resources identified are:

Resource	Role/Title	Key Resource?
Raffie Beroukhim	Executive Sponsor	No
Chuck Thomas	Sr. Account Manager	Yes
Greg Uher	Sr. Manager, Field Operations	Yes
Vishnu Gangumull	Project Manager	Yes
Laylin Johnson	Technical Lead	Yes
Diana Burt	Manager, Training & Documentation	No
Anil Alavilli	Manager, QA	No
Ramesh Samala	Manager, Implementation	No
Ron Cole	Sr. Manager, Software Development	No
Robert Kiseleff	Manager, PMO	No



Project Organization Chart



B. On Site Work Requirements

1. Location of Work

- Michigan State Police Headquarters 333 S. Grand Avenue, Lansing, MI 48933 is currently the location of AFIS Central site and Ten-print site.
- AFIS remote sites, 19 other latent terminal sites across the state. Below are the existing sites. AFIS sites can change if agencies withdraw from the AFIS program or new agencies are added to the AFIS program. The Contractor agrees that as the list of sites is changed, such changes will automatically amend the contract without the need for further action by the parties.
- Contractor's offsite location as agreed upon by the State of Michigan.
- For work performed at State facilities, the State will provide work space which will include desk, telephone, access to copiers and fax machine.

The work is to be performed, completed, and managed at the following locations:

Below are the locations of the 19 remote AFIS sites:



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

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

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

Sterling Heights MSP Lab
 42800 Merrill
 Sterling Heights, MI 48314

Bridgeport MSP Lab
 6296 Dixie Highway
 Bridgeport, MI 48722

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

Marquette MSP Lab
 309 S. Third, Suite 202
 Marquette, MI 49855
 Grayling MSP Lab
 103 James Street
 Grayling, MI 49738

Dearborn Police Department
 16099 Michigan Ave
 Dearborn, MI 48126

Detroit Police Department
 1300 Beaubien
 Detroit, MI 48226

Livonia Police Department
 15050 Farmington Rd
 Livonia, MI 48154

Taylor Police Department
 23515 Goddard
 Taylor, MI 48180

Redford Township Police Department
 25833 Elsinore
 Redford TWP, MI 48239

Lansing Police Department
 120 W Michigan Ave
 Lansing, MI 48933

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

Flint Police Department
 210 E Fifth St
 Flint, MI 48502

Grand Rapids Police Department
 333 Monroe Ave. NW
 Grand Rapids, MI 49503

Wyoming Police Department
 260 Dehoop
 Wyoming, MI 49509

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



2. Hours of Operation:

- a. Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.
- b. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.
- c. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

3. Travel:

- a. No travel or expenses will be reimbursed. This includes travel costs related to training provided to the State by Contractor.
- b. Travel time will not be reimbursed.

4. Additional Security and Background Check Requirements:

Contractor and employees must be fingerprinted and background checks completed by MSP through the state and FBI systems. The MSP project manager will coordinate all fingerprinting and background checks. Drug tests may also be required for all staff identified for assignment to this project.

Contractor will be required and is responsible for any costs associated with ensuring their staff meets all requirements.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

Agency should specify State personnel dedicated to project, and identify their associated roles and responsibilities.

The State will provide the following resources for the Contractor's use on this project: *(Agency to add, delete or modify the list below)*

- Work space
- Minimal clerical support
- Desk
- Telephone
- Access to copiers and fax machine

The State project team will consist of Executive Subject Matter Experts (SME's), project support, and a MDTMB and Agency project manager:

Executive Subject Matter Experts

The Executive Subject Matter Experts representing the business units involved will provide the vision for the business design and how the application shall provide for that vision. They shall be available on an as needed basis. The Executive SME's will be empowered to:

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

Name	Agency/Division	Title	Phone/e-mail
Scott Blanchard	MSP/BID	Manager	517-241-0620
Craig Wilkinson	MSP/BID	AFIS Programmer Analyst	517-241-0814
Robert Hackerd	MSP/FSD	Latent Coordinator	616-242-6663



State Project Manager- (MDTMB and Agency)

MDTMB will provide a Project Manager who will be responsible for the State’s infrastructure and coordinate with the Contractor in determining the system configuration.

The State’s Project Manager will provide the following services:

- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate coordination between various external contractors
- Facilitate communication between different State departments/divisions
- Provide acceptance and sign-off of deliverable/milestone
- Review and sign-off of timesheets and invoices
- Resolve project issues
- Escalate outstanding/high priority issues
- Utilize change control procedures
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive all important project decisions
- Arrange, schedule and facilitate State staff attendance at all project meetings.

Name	Agency/Division	Title
David M. Roach	MDTMB	Project Manager
Scott Blanchard	MSP/BID	Project Manager

1.203 OTHER ROLES AND RESPONSIBILITIES

Ten-print staff, MSP latent staff, and local agency staff may need to be involved and consulted on maintenance, install, and projects as it pertains to their site and functionality

1.300 Project Plan

1.301 PROJECT PLAN MANAGEMENT

Orientation Meeting

Upon fifteen (15) calendar days from execution of the Contract, the Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

Performance Review Meetings

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

Implementation Plan

As part of future Statements of Work, and as options are purchased an updated implementation plan must be completed. This plan must include detail of time estimates; design and review, hardware purchases, application development, contractor testing, system delivery, customer testing, network requirements, protocols, power and air requirements, and system architecture.

Project Control

1. The Contractor will carry out this project under the direction and control of MDTMB and MSP/
2. Within ten (10) working days of the execution of the Contract, the Contractor will submit to the State project manager(s) for final approval of the project plan. This project plan must be in agreement with Article 1, Section 1.104 Work and Deliverables, and must include the following:
 - The Contractor’s project organizational structure.



- The Contractor’s staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
 - The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.
 - The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the WBS.
3. The Contractor will manage the project in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates which is available at <http://www.michigan.gov/suite>
- a. Contractor will use an automated tool for planning, monitoring, and tracking the Contract’s progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The tool shall have the capability to produce:
- Staffing tables with names of personnel assigned to Contract tasks.
 - Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all Services to be performed within the next project, updated semi-monthly or as soon as critical items have changed).
 - Updates must include actual time spent on each task and a revised estimate to complete.
 - Graphs showing critical events, dependencies and decision points during the course of the Contract.
- b. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

1.302 REPORTS

Reporting formats must be submitted to the State’s Project Manager for approval within ten (10) business days after the execution of the contract resulting from this RFP. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract.

Below are the required reports that must be furnished by the Contractor.

- Monthly Project status
- Monthly system reports
 - Identifying system maintenance.
 - Dates and times of downtime.
 - Identification of system problems.
 - Logs when security patches, system patches, upgrades, configuration changes, and any changes relative to the system.
- Weekly Project status report will be required starting two (2) months from deadline.
- Updated project plan
- Summary of activity during the report period
- Accomplishments during the report period
- Deliverable status
- Schedule status
- Action Item status
- Issues
- Change Control
- Repair status
- Maintenance Activity

1.400 Project Management

1.401 ISSUE MANAGEMENT

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



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

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

Issues shall be escalated for resolution from level 1 through level 3, as defined below:

Level 1 – Business leads

Level 2 – Project Managers

Level 3 – Executive Subject Matter Experts (SME's)

1.402 RISK MANAGEMENT

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the project.

The Contractor is responsible for establishing a risk management plan and process, including the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, monitoring of risk items, and periodic risk assessment reviews with the State.

A risk management plan format shall be submitted to the State for approval within twenty (20) business days after the effective date of the contract resulting from the upcoming RFP. The risk management plan will be developed during the initial planning phase of the project, and be in accordance with the State's PMM methodology. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of the contract. The plan must be updated bi-weekly, or as agreed upon.

The Contractor shall provide the tool to track risks. The Contractor will work with the State and allow input into the prioritization of risks.

The Contractor is responsible for identification of risks for each phase of the project. Mitigating and/or eliminating assigned risks will be the responsibility of the Contractor. The State will assume the same responsibility for risks assigned to them.

1.403 CHANGE MANAGEMENT

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

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

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



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

1.500 Acceptance

1.501 CRITERIA

The State shall evaluate all deliverables per the process defined in the following sections, as applicable:

- 2.251 – Delivery of Deliverables
- 2.252 – Contractor System Testing
- 2.253 – Approval of Deliverables In General
- 2.254 – Process For Approval Of Written Deliverables
- 2.255 – Process For Approval Of Custom Software Deliverables

For all proposals and future Statements of Work other than Deliverable 1 – Maintenance and Support, acceptance testing will be performed for each option purchased. An acceptance document for each option will be created at time of purchase. This will include tests of the system requirements that are being purchased as well as full system tests to verify that the new option has not degraded or negatively affected other or original system requirements. These tests can include throughput, accuracy, and functionality tests. All options purchased must run under a 30 day, 99% uptime, and no problem acceptance test.

Contractor must provide updates to Business Work Flow documentation for review and approval by MSP prior to implementation and acceptance.

The State's acceptance of the application(s) will be completed based on review of design, design acceptance, and review of design documentation to system functionality review.

The State may define separate evaluation criteria as part of individual future Statements of Work.

1.502 FINAL ACCEPTANCE

The State will provide final acceptance of deliverable in accordance with Section 2.256 – Final Acceptance, unless specified otherwise as part of individual future Statements of Work.

1.600 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

- The State shall purchase maintenance and operations on a year-by-year basis. Contractor shall invoice the State monthly.
- All optional deliverables on this contract will be final payment at time of acceptance, per Section 1.500 – Acceptance.
- The State reserves the right to make payments for major projects over an extended time-frame as follows:
 - 10% after delivery of
 - Detailed design document(s) including:
 - Hardware and software deliverables.
 - Power, air, and space requirements.
 - Protocols and network requirements.
 - Screen designs and features.
 - Workflow.
 - Detailed project plan
 - 20% after delivery and installation of hardware and software.
 - 10% when system is given to MSP for testing.
 - 10% after delivery of
 - Administrative manuals.
 - User manuals.
 - Training manuals.



- Training.
- 50% after final acceptance.

Please see Appendix F – Cost Table

Travel

The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc. Travel time will not be reimbursed.

If Contractor reduces its prices for any of the software or services during the term of this Contract, the State shall have the immediate benefit of such lower prices for new purchases. Contractor shall send notice to the State's MDTMB Contract Administrator with the reduced prices within fifteen (15) Business Days [or other appropriate time period] of the reduction taking effect. – OR – Contractor shall send updated prices to the State [*quarterly/semi-annually*].

Statements of Work and Issuance of Purchase Orders

- Unless otherwise agreed by the parties, each Statement of Work will include:
 1. Background
 2. Project Objective
 3. Scope of Work
 4. Deliverables
 5. Acceptance Criteria
 6. Project Control and Reports
 7. Specific Department Standards
 8. Payment Schedule
 9. Travel and Expenses
 10. Project Contacts
 11. Agency Responsibilities and Assumptions
 12. Location of Where the Work is to be performed
 13. Expected Contractor Work Hours and Conditions
- The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract. Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.

Invoicing

Contractor will submit properly itemized invoices to

DTMB – Financial Services
Accounts Payable
P.O. Box 30026
Lansing, MI 48909
or

DTMB-Accounts-Payable@michigan.gov

. Invoices must provide and itemize, as applicable:

- Contract number;
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of any commodities/hardware, including quantity ordered;
- Date(s) of delivery and/or date(s) of installation and set up;
- Price for each item, or Contractor's list price for each item and applicable discounts;
- Maintenance charges;



- Net invoice price for each item;
- Shipping costs;
- Other applicable charges;
- Total invoice price; and
- Payment terms, including any available prompt payment discount.

The State may pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

1.602 DELETED/NA



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 CONTRACT TERM

This Contract is for a period of five (5) years beginning January 1, 2012 through December 31, 2017. All outstanding Purchase Orders must also expire upon the termination for any of the reasons listed in **Section 2.150** of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, shall remain in effect for the balance of the fiscal year for which they were issued.

2.002 OPTIONS TO RENEW

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to five (5) additional one-year periods.

2.003 LEGAL EFFECT

Contractor accepts this Contract by signing two copies of the Contract and returning them to the Purchasing Operations. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State shall not be liable for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract or Change Order has been approved by the State Administrative Board (if required), signed by all the parties and a Purchase Order against the Contract has been issued.

2.004 ATTACHMENTS & EXHIBITS

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

2.005 ORDERING

The State must issue an approved written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are specifically contained in that Purchase Order or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all such materials and services as may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 ORDER OF PRECEDENCE

The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work shall take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract. The Contract may be modified or amended only by a formal Contract amendment.



2.007 HEADINGS

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

2.008 FORM, FUNCTION & UTILITY

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

2.009 REFORMATION AND SEVERABILITY

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

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 NO WAIVER OF DEFAULT

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 SURVIVAL

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section

2.020 Contract Administration

2.021 ISSUING OFFICE

This Contract is issued by the Department of Technology, Management and Budget, Purchasing Operations and State Police (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. The Purchasing Operations Contract Administrator for this Contract is:

[Reid Sisson](#)

Buyer

Purchasing Operations

Department of Technology, Management and Budget

Mason Bldg, 2nd Floor

PO Box 30026

Lansing, MI 48909

Email: SissonR@michigan.gov

Phone: 517-241-1638

2.022 CONTRACT COMPLIANCE INSPECTOR

The Director of Purchasing Operations directs the person named below, or his or her designee, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. **Monitoring Contract activities does not imply the authority to change, modify, clarify, amend, or otherwise alter the prices, terms,**



conditions and specifications of the Contract. Purchasing Operations is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract. The Contract Compliance Inspector for this Contract is:

Scott Blanchard, IT Manager
Department of State Police
333 S. Grand Avenue
Lansing, MI 48909
(517)241-0620
Fax: (517)241-9596

2.023 PROJECT MANAGER

The following individual will oversee the project:

David Roach, IT Client Service Director
Department of Technology Management & Budget
333 S. Grand Avenue
Lansing, MI 48909
(517)241-2254
Fax: (517)241-2385

2.024 CHANGE REQUESTS

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, Contractor shall provide a detailed outline of all work to be done, including tasks necessary to accomplish the Additional Services/Deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

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

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such Services or providing such Deliverables, the Contractor shall notify the State in writing that it considers the Services or Deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that Service or providing that Deliverable. If the Contractor does so notify the State, then such a Service or Deliverable shall be governed by the Change Request procedure in this Section.

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

(1) Change Request at State Request

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

(2) Contractor Recommendation for Change Requests:



- Contractor shall be entitled to propose a Change to the State, on its own initiative, should Contractor believe the proposed Change would benefit the Contract.
- (3) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal shall include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.
 - (4) By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
 - (5) No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Technology, Management and Budget, Purchasing Operations.
 - (6) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 NOTICES

Any notice given to a party under the Contract must be deemed effective, if addressed to the 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 Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

State:

State of Michigan
Purchasing Operations
Attention:
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor:

NEC Corporation of America
6535 N. State Hwy 161
Irving, TX 75039
Attn: Legal Division – Contract Administration Department
Email: necamcontracts@necam.com

Either party may change its address where notices are to be sent by giving notice according to this Section.

**2.026 BINDING COMMITMENTS**

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon giving written notice.



2.027 RELATIONSHIP OF THE PARTIES

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

2.028 COVENANT OF GOOD FAITH

Each party shall act reasonably and in good faith. Unless stated otherwise in the Contract, the parties shall not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 ASSIGNMENTS

Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties and the requirement under the Contract that all payments must be made to one entity continues.

If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions

2.031 MEDIA RELEASES

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall 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 activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 CONTRACT DISTRIBUTION

Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

2.033 PERMITS

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State shall pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 WEBSITE INCORPORATION

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the



State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 FUTURE BIDDING PRECLUSION

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP; it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any Bidder if the State determines that the Bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

2.036 FREEDOM OF INFORMATION

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

2.037 DISASTER RECOVERY

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract shall provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 FIXED PRICES FOR SERVICES/DELIVERABLES

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor shall show verification of measurable progress at the time of requesting progress payments.

2.042 ADJUSTMENTS FOR REDUCTIONS IN SCOPE OF SERVICES/DELIVERABLES

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 SERVICES/DELIVERABLES COVERED

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

2.044 INVOICING AND PAYMENT – IN GENERAL

- (a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
- (b) Each Contractor invoice shall show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis shall show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.600**.
- (c) Correct invoices shall be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.



(d1) All invoices should reflect actual work done. Specific details of invoices and payments shall be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity shall occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) shall mutually agree upon. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.045 PRO-RATION

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

2.046 ANTITRUST ASSIGNMENT

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

2.047 FINAL PAYMENT

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

2.048 ELECTRONIC PAYMENT REQUIREMENT

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment shall be made by electronic fund transfer (EFT).

2.050 Taxes

2.051 EMPLOYMENT TAXES

Contractor shall collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 SALES AND USE TAXES

Contractor shall register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization"



means sole proprietorship, a partnership (as defined in § 701(a) (2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 CONTRACTOR PERSONNEL QUALIFICATIONS

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

2.062 CONTRACTOR KEY PERSONNEL

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State shall have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor shall notify the State of the proposed assignment, shall introduce the individual to the appropriate State representatives, and shall provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State shall provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.
- (e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063 RE-ASSIGNMENT OF PERSONNEL AT THE STATE'S REQUEST

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service shall not be counted for a time as agreed to by the parties.

**2.064 CONTRACTOR PERSONNEL LOCATION**

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

2.065 CONTRACTOR IDENTIFICATION

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

2.066 COOPERATION WITH THIRD PARTIES

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor shall provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and shall not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

2.067 CONTRACT MANAGEMENT RESPONSIBILITIES

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services. Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. Contractor's duties shall include monitoring and reporting the State's performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with the Project Plan is likely to delay the timely achievement of any Contract tasks.

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

2.068 CONTRACTOR RETURN OF STATE EQUIPMENT/RESOURCES

The Contractor shall return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.070 Subcontracting by Contractor**2.071 CONTRACTOR FULL RESPONSIBILITY**

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

2.072 STATE CONSENT TO DELEGATION

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Technology, Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to



replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State shall agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work shall not be counted for a time agreed upon by the parties.

2.073 SUBCONTRACTOR BOUND TO CONTRACT

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

2.074 FLOW DOWN

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, and 2.200** in all of its agreements with any Subcontractors.

2.075 COMPETITIVE SELECTION

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

2.080 State Responsibilities

2.081 EQUIPMENT

The State shall provide only the equipment and resources identified in the Statement of Work and other Contract Exhibits.

2.082 FACILITIES

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



2.090 Security

2.091 BACKGROUND CHECKS

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

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

2.092 SECURITY BREACH NOTIFICATION

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State shall cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI DATA SECURITY REQUIREMENTS

Contractors with access to credit/debit card cardholder data must adhere to the Payment Card Industry (PCI) Data Security requirements. Contractor agrees that they are responsible for security of cardholder data in their possession. Contractor agrees that data can ONLY be used for assisting the State in completing a transaction, supporting a loyalty program, supporting the State, providing fraud control services, or for other uses specifically required by law.

Contractor agrees to provide business continuity in the event of a major disruption, disaster or failure.

The Contractor shall contact the Department of Technology, Management and Budget, Financial Services immediately to advise them of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor agrees the Payment Card Industry representative, or a Payment Card Industry approved third party, shall be provided with full cooperation and access to conduct a thorough security review. The review will validate compliance with the Payment Card Industry Data Security Standard for protecting cardholder data.

Contractor agrees to properly dispose sensitive cardholder data when no longer needed. The Contractor shall continue to treat cardholder data as confidential upon contract termination.

The Contractor shall provide the Department of Technology, Management and Budget, Financial Services documentation showing PCI Data Security certification has been achieved. The Contractor shall advise the Department of Technology, Management and Budget, Financial Services of all failures to comply with the PCI Data Security Requirements. Failures include, but are not limited to system scans and self-assessment questionnaires. The Contractor shall provide a time line for corrective action.



2.100 Confidentiality

2.101 CONFIDENTIALITY

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

2.102 PROTECTION AND DESTRUCTION OF CONFIDENTIAL INFORMATION

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

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

2.103 EXCLUSIONS

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

2.104 NO IMPLIED RIGHTS

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



2.105 RESPECTIVE OBLIGATIONS

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

2.110 Records and Inspections

2.111 INSPECTION OF WORK PERFORMED

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

2.112 EXAMINATION OF RECORDS

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State shall notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 RETENTION OF RECORDS

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

2.114 AUDIT RESOLUTION

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

2.115 ERRORS

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

In addition to other available remedies, the difference between the sum of payments received under the contract and the sum of the correct payment amount under the contract is greater than 10%, then the Contractor shall pay all of the reasonable costs of the audit.



2.120 Warranties

2.121 WARRANTIES AND REPRESENTATIONS

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under neither this Contract, nor their use by the State shall infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable, to the extent NEC is lawfully permitted to do so.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within fifteen (15) days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor.
- (l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.



- (m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.
- (n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Technology, Management and Budget, Purchasing Operations.
- (o) EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT AND THE APPLICABLE ORDER, NEC DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES COVERED HEREUNDER, AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, ALL WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND ALL WARRANTIES RELATED TO THIRD PARTY EQUIPMENT, MATERIAL, SERVICES OR SOFTWARE NOT PROVIDED HEREUNDER ARE EXPRESSLY EXCLUDED.

2.122 WARRANTY OF MERCHANTABILITY – DELETED/NA

2.123 WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE – DELETED/NA

2.124 WARRANTY OF TITLE

Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Contractor, under this Contract, shall be delivered free of any rightful claim of any third person by of infringement or the like.

2.125 EQUIPMENT WARRANTY

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

The Contractor represents and warrants that the equipment/system(s) are in good operating condition and operates and performs to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of (2) two years commencing upon the first day following Final Acceptance.

Within twenty (20) business days of notification from the State, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

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

The Contractor agrees that all warranty service it provides under this Contract must be performed by Original Equipment Manufacturer (OEM) trained, certified and authorized technicians.

The Contractor is the sole point of contact for warranty service. The Contractor warrants that it shall pass through to the State any warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties, to the extent Contractor is lawfully permitted to do so.



2.126 EQUIPMENT TO BE NEW

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

2.127 PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024**.

2.128 CONSEQUENCES FOR BREACH

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

2.130 Insurance

2.131 LIABILITY INSURANCE

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims that may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the 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 under this Contract.

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

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

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See www.michigan.gov/dleg.

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

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

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



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

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

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

3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states in which the work is performed under the Contract .

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

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

5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).

6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.

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



2.132 SUBCONTRACTOR INSURANCE COVERAGE

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

2.133 CERTIFICATES OF INSURANCE AND OTHER REQUIREMENTS

Contractor must furnish to MDTMB Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. The Contract Number or the Purchase Order Number must be shown on the Certificate Of Insurance To Assure Correct Filing. All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Before the Contract is signed, and not less than 10 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insured under each commercial general liability and commercial automobile liability policy. A Broker Letter shall suffice in meeting this requirement until new certificates of insurance are mailed to the State. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed; to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 GENERAL INDEMNIFICATION

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

2.142 CODE INDEMNIFICATION

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

2.143 EMPLOYEE INDEMNIFICATION

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of



damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 PATENT/COPYRIGHT INFRINGEMENT INDEMNIFICATION

To the extent permitted by law, the Contractor must 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 the 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 the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the 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 must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the 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 the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

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

2.145 CONTINUATION OF INDEMNIFICATION OBLIGATIONS

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

2.146 INDEMNIFICATION PROCEDURES

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

- (a) After the State receives notice of the action or proceeding involving a claim for which it shall seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 business days following receipt of written notice from the State relating to any claim, the Contractor must 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 before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and



to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 business days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the 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 under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the 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 must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 NOTICE AND RIGHT TO CURE

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State shall provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches 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.

2.152 TERMINATION FOR CAUSE

- (a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State
- (b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources ("Re-procurement Costs"). Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.
- (c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract shall be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.
- (d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

**2.153 TERMINATION FOR CONVENIENCE**

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for convenience must cease on the effective date of the termination.

2.154 TERMINATION FOR NON-APPROPRIATION

- (a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).
- (b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract shall be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.
- (c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section shall not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 TERMINATION FOR CRIMINAL CONVICTION

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 TERMINATION FOR APPROVALS RESCINDED

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State shall pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 RIGHTS AND OBLIGATIONS UPON TERMINATION

- (a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to



- Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an “As-Is” basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.
- (b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for work in progress, on a percentage of completion basis at the level of completion determined by the Statements of Work. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 RESERVATION OF RIGHTS

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

2.160 Termination by Contractor

2.161 TERMINATION BY CONTRACTOR

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 CONTRACTOR TRANSITION RESPONSIBILITIES

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor shall comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed sixty (60) days. These efforts must include, but are not limited to, those listed in **Section 2.150**.

2.172 CONTRACTOR PERSONNEL TRANSITION

The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party,



maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

2.173 CONTRACTOR INFORMATION TRANSITION

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

2.174 CONTRACTOR SOFTWARE TRANSITION

The Contractor shall furnish the contact information upon State's request and provide reasonable assistance as deemed appropriate of any third party software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses which were purchased through a third-party contract, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

2.175 TRANSITION PAYMENTS

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

2.176 STATE TRANSITION RESPONSIBILITIES

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to reconcile all accounts between the State and the Contractor, complete any pending post-project reviews and perform any others obligations upon which the State and the Contractor agree.

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 STOP WORK ORDERS

The State may, at any time, by written Stop Work Order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order must be identified as a Stop Work Order and must indicate that it is issued under this **Section**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring 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 must either: (a) cancel the stop work order; or (b) terminate the work covered by the Stop Work Order as provided in **Section 2.182**.



2.182 CANCELLATION OR EXPIRATION OF STOP WORK ORDER

The Contractor shall resume work if the State cancels a Stop Work Order or if it expires. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the Stop Work Order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 ALLOWANCE OF CONTRACTOR COSTS

If the Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated for reasons other than material breach, the termination shall be deemed to be a termination for convenience under **Section 2.153**, and the State shall pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this Section.

2.190 Dispute Resolution

2.191 IN GENERAL

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

2.192 INFORMAL DISPUTE RESOLUTION

(a) All disputes between the parties shall be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any dispute after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DTMB, or designee, to resolve the dispute without the need for formal legal proceedings, as follows:

- (1) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
- (2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
- (3) The specific format for the discussions shall be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
- (4) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DTMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section shall not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.193.



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

2.193 INJUNCTIVE RELIEF

The only circumstance in which disputes between the State and Contractor shall not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is that the damages to the party resulting from the breach shall be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 CONTINUED PERFORMANCE

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 NONDISCRIMINATION

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, and marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 UNFAIR LABOR PRACTICES

Under 1980 PA 278, MCL 423.321, 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 under 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. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

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

2.204 PREVAILING WAGE

Wages rates and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Labor and Economic Development, Wage and Hour Bureau, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.



The Contractor, its subcontractors, their subcontractors and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the Contract. Contractor shall also post, in a conspicuous place, the address and telephone number of the Michigan Department of Labor and Economic Development, the agency responsible for enforcement of the wage rates and fringe benefits. Contractor shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.210 Governing Law

2.211 GOVERNING LAW

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

2.212 COMPLIANCE WITH LAWS

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

2.213 JURISDICTION

Any dispute arising from the Contract shall be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 LIMITATION OF LIABILITY

Neither the Contractor, Contractor's licensors, nor the State shall be liable to each other, regardless of the form of action, for (i) consequential, incidental, indirect, exemplary or special damages or (ii) any damages or costs resulting from loss of use, goodwill, savings or profits whether foreseeable or unforeseeable which may arise out of the use of the System or in connection with this Contract. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The Contractor's liability for damages to the State is limited to the total value of the Contract. The foregoing limitation of liability does not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

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

2.230 Disclosure Responsibilities

2.231 DISCLOSURE OF LITIGATION



Contractor shall disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) shall notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor shall disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation shall be deemed to satisfy the requirements of this Section.

If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (a) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (b) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (1) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
 - (2) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.
- (c) Contractor shall make the following notifications in writing:
 - (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify MDTMB Purchasing Operations.
 - (2) Contractor shall also notify MDTMB Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
 - (3) Contractor shall also notify MDTMB Purchase Operations within 30 days whenever changes to company affiliations occur.

2.232 CALL CENTER DISCLOSURE

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State shall disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.

2.233 BANKRUPTCY

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.



Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process shall be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 TIME OF PERFORMANCE

- (a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.241**, Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 SERVICE LEVEL AGREEMENT (SLA)

- (a) SLAs will be completed with the following operational considerations:
 - (1) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
 - (2) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
 - (3) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
 - (4) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
 - (i) Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
 - (ii) Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.
- (b) Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.
- (c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.
- (d) All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.

2.243 LIQUIDATED DAMAGES

The parties acknowledge that late or improper completion of the Work will cause loss and damage to the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a



result. Therefore, Contractor and the State agree that if there is late or improper completion of the Work and the State does not elect to exercise its rights under **Section 2.152**, the State is entitled to collect liquidated damages in the amount of \$15,000.00 and an additional \$300.00 per day for each day Contractor fails to remedy the late or improper completion of the Work, up to a maximum of thirty (30 days).

Unauthorized Removal of any Key Personnel

It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 2.152**, the State may assess liquidated damages against Contractor as specified below.

For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount is \$25,000.00 per individual if the Contractor identifies a replacement approved by the State under **Section 2.060** and assigns the replacement to the Project to shadow the Key Personnel who is leaving for a period of at least 30 days before the Key Personnel's removal.

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

2.244 EXCUSABLE FAILURE

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the 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.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.



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/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250 Approval of Deliverables

2.251 DELIVERY OF DELIVERABLES

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

Prior to delivering any Deliverable to the State, Contractor will first perform all required quality assurance activities, and, in the case of Custom Software Deliverables, System Testing to verify that the Deliverable is complete and in conformance with its specifications. Before delivering a Deliverable to the State, Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance activities and testing, (4) the Deliverable is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

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

2.252 CONTRACTOR SYSTEM TESTING

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

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

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

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



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

2.253 APPROVAL OF DELIVERABLES, IN GENERAL

All Deliverables (Written Deliverables and Custom Software Deliverables) require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications, which, in the case of Custom Software Deliverables, will include the successful completion of State User Acceptance Testing, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

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

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

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

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

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

Approval in writing of a Deliverable by the State shall be provisional; that is, such approval shall not preclude the State from later identifying deficiencies in, and declining to accept, a subsequent Deliverable based on or which incorporates or inter-operates with an approved Deliverable, to the extent that the results of subsequent



review or testing indicate the existence of deficiencies in the subsequent Deliverable, or if the Application of which the subsequent Deliverable is a component otherwise fails to be accepted pursuant to **Section 2.080**.

2.254 PROCESS FOR APPROVAL OF WRITTEN DELIVERABLES

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

2.255 PROCESS FOR APPROVAL OF CUSTOM SOFTWARE DELIVERABLES

The State will conduct UAT of each Custom Software Deliverable in accordance with the following procedures to determine whether it meets the criteria for State approval – i.e., whether it conforms to and performs in accordance with its specifications without material deficiencies.

Within thirty (30) days (or such other number of days as the parties may agree to in writing) prior to Contractor's delivery of any Custom Software Deliverable to the State for approval, Contractor shall provide to the State a set of proposed test plans, including test cases, scripts, data and expected outcomes, for the State's use (which the State may supplement in its own discretion) in conducting UAT of the Custom Software Deliverable. Contractor, upon request by the State, shall provide the State with reasonable assistance and support during the UAT process.

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

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

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



2.256 FINAL ACCEPTANCE

“Final Acceptance” shall be considered to occur when the Custom Software Deliverable to be delivered has been approved by the State and has been operating in production without any material deficiency for fourteen (14) consecutive days. If the State elects to defer putting a Custom Software Deliverable into live production for its own reasons, not based on concerns about outstanding material deficiencies in the Deliverable, the State shall nevertheless grant Final Acceptance of the Project.

2.260 Ownership

2.261 OWNERSHIP OF WORK PRODUCT BY STATE – DELETED/NA

2.262 VESTING OF RIGHTS – DELETED/NA

2.263 RIGHTS IN DATA

The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor will not use the State’s data for any purpose other than providing the Services, nor will any part of the State’s data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State’s data. Contractor will not possess or assert any lien or other right against the State’s data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

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

2.264 OWNERSHIP OF MATERIALS

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

2.270 State Standards

2.271 EXISTING TECHNOLOGY STANDARDS

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State’s existing technology standards at <http://www.michigan.gov/dmb>.

2.272 ACCEPTABLE USE POLICY

To the extent that Contractor has access to the State computer system, Contractor must comply with the State’s Acceptable Use Policy, see <http://www.michigan.gov/dmb>. All Contractor employees must be required, in writing, to agree to the State’s Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor’s access to the State system if a violation occurs.

2.273 SYSTEMS CHANGES

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State’s



approval must be done according to applicable State procedures, including security, access and configuration management procedures.

2.280 Extended Purchasing

2.281 MIDEAL (MICHIGAN DELIVERY EXTENDED AGREEMENTS LOCALLY

Public Act 431 of 1984 permits MDTMB to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. A current listing of approved program members is available at: www.michigan.gov/micontractconnect. Unless otherwise stated, the Contractor must ensure that the non-state agency is an authorized purchaser before extending the Contract pricing.

The Contractor will supply Contract Services and equipment to these local governmental agencies at the established State of Michigan contract prices and terms to the extent applicable and where available. The Contractor must send its invoices to, and pay the local unit of government, on a direct and individual basis.

To the extent that authorized local units of government purchase quantities of Services and/or equipment under this Contract, the quantities of Services and/or equipment purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

2.282 STATE EMPLOYEE PURCHASES

The State allows State employees to purchase from this Contract. Unless otherwise stated, it is the responsibility of the Contractor to ensure that the State employee is an authorized purchaser before extending the Contract pricing.

The Contractor will supply Contract Services and Deliverables at the established State of Michigan contract prices and terms to the extent applicable and where available. The Contractor shall send its invoices to and pay the State employee on a direct and individual basis.

To the extent that authorized State employees purchase quantities of Services or Deliverables under this Contract, the quantities of Services and/or Deliverables purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

2.290 Environmental Provision

2.291 ENVIRONMENTAL PROVISION

Energy Efficiency Purchasing Policy: The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy: The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclables; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials: For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners,



solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

- (a) The Contractor shall use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State shall provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State shall advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor shall immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.
- (b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State shall order a suspension of Work in writing. The State shall proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State shall terminate the affected Work for the State's convenience.
- (c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor shall resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in a time as mutually agreed by the parties.
- (d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor shall bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Labeling: Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning: The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

Environmental Performance: Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

2.300 Deliverables

2.301 SOFTWARE

A list of the items of software the State is required to purchase for executing the Contract is attached. The list includes all software required to complete the Contract and make the Deliverables operable; if any additional software is required in order for the Deliverables to meet the requirements of this Contract, such software shall



be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Statement of Work or Contract Change Notice). The attachment also identifies certain items of software to be provided by the State.

2.302 HARDWARE

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

2.310 Software Warranties

2.311 PERFORMANCE WARRANTY

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

2.312 NO SURREPTITIOUS CODE WARRANTY

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

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

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

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

2.313 CALENDAR WARRANTY

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

The software design, to insure calendar year rollover compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century



formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

2.314 THIRD-PARTY SOFTWARE WARRANTY

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

2.315 PHYSICAL MEDIA WARRANTY

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

2.320 Software Licensing

2.321 CROSS-LICENSE, DELIVERABLES ONLY, LICENSE TO CONTRACTOR

The State grants to the Contractor, the royalty-free, world-wide, non-exclusive right and license under any Deliverable now or in the future owned by the State, or with respect to which the State has a right to grant such rights or licenses, to the extent required by the Contractor to market the Deliverables and exercise its full rights in the Deliverables, including, without limitation, the right to make, use and sell products and services based on or incorporating such Deliverables.

2.322 CROSS-LICENSE, DELIVERABLES AND DERIVATIVE WORK, LICENSE TO CONTRACTOR

The State grants to the Contractor, the royalty-free, world-wide, non-exclusive right and license under any Deliverable and/or Derivative Work now or in the future owned by the State, or with respect to which the State has a right to grant such rights or licenses, to the extent required by the Contractor to market the Deliverables and/or Derivative Work and exercise its full rights in the Deliverables and/or Derivative Work, including, without limitation, the right to make, use and sell products and services based on or incorporating such Deliverables and/or Derivative Work.

2.323 LICENSE BACK TO THE STATE – PLEASE SEE APPENDIX G

2.324 LICENSE RETAINED BY CONTRACTOR

The State will make and maintain no more than one archival copy of each item of Software, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. The State may also make copies of the Software in the course of routine backups of hard drive(s) for the purpose of recovery of hard drive contents.

2.325 PRE-EXISTING MATERIALS FOR CUSTOM SOFTWARE DELIVERABLES

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



to license to the State and has licensed to the State on terms and conditions approved by the State prior to using such pre-existing materials to perform the Services.

2.330 Source Code Escrow

2.331 DEFINITION

“Source Code Escrow Package” shall mean:

- (a) A complete copy in machine-readable form of the source code and executable code of the NEC Software, including any updates or new releases of the product;
- (b) A complete copy of any existing design documentation and user documentation, including any updates or revisions; and/or
- (c) Complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. Such instructions shall include precise identification of all compilers, library packages, and linkers used to generate executable code.
- (d) Excluding NEC’s proprietary matching software technology – Advanced Identity Management. Compiled versions of the matching technology will be provided and placed into escrow in a fully functional state

2.332 DELIVERY OF SOURCE CODE INTO ESCROW

Contractor shall deliver a Source Code Escrow Package to the Escrow Agent, pursuant to the Escrow Contract, which shall be entered into on commercially reasonable terms subject to the provisions of this Contract within (30) thirty days upon Final Acceptance.

2.333 DELIVERY OF NEW SOURCE CODE INTO ESCROW

If at any time during the term of this Contract, the Contractor provides a maintenance release or upgrade version of the NEC Software, Contractor shall, within thirty (30) days of acceptance of release or upgrade, deposit with the Escrow Agent, in accordance with the Escrow Contract, a Source Code Escrow Package for the maintenance release or upgrade version, and provide the State with notice of the delivery.

2.334 VERIFICATION

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

2.335 ESCROW FEES

The Contractor will pay all fees and expenses charged by the Escrow Agent.

2.336 RELEASE EVENTS

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

- (a) The Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under bankruptcy or insolvency law, whether domestic or foreign;
- (b) The Contractor has wound up or liquidated its business voluntarily or otherwise and the State has reason to believe that such events will cause the Contractor to fail to meet its warranties and maintenance obligations in the foreseeable future;
- (c) The Contractor voluntarily or otherwise discontinues support of the provided products prior to Contractor’s contractual obligated support period per this Contract or materially breaches its support and maintenance obligations pursuant to this Contract and fail to cure such breach or fails to support the products in accordance with its maintenance obligations and warranties.

2.337 RELEASE EVENT PROCEDURES



If the State desires to obtain the Source Code Escrow Package from the Escrow Agent upon the occurrence of an Event in this **Section**, then:

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

2.338 LICENSE

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

2.339 DERIVATIVE WORKS

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



Glossary

Days	Means calendar days unless otherwise specified.
24x7x365	Means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
Additional Service	Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Audit Period	See Section 2.110
Business Day	Whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
Blanket Purchase Order	An alternate term for Contract as used in the States computer system.
Business Critical	Any function identified in any Statement of Work as Business Critical.
Chronic Failure	Defined in any applicable Service Level Agreements.
Deliverable	Physical goods and/or commodities as required or identified by a Statement of Work
DTMB	Michigan Department of Technology, Management and Budget
Environmentally preferable products	A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.
Excusable Failure	See Section 2.244.
Hazardous material	Any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).
Incident	Any interruption in Services.
ITB	A generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders
Key Personnel	Any Personnel designated in Article 1 as Key Personnel.
New Work	Any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Ozone-depleting substance	Any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons
Post-Consumer Waste	Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.
Post-Industrial Waste	Industrial by-products that would otherwise go to disposal and wastes generated after completion of a manufacturing process, but do not include internally generated scrap commonly returned to industrial or manufacturing processes.
Recycling	The series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.



Deleted – Not Applicable	Section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.
Reuse	Using a product or component of municipal solid waste in its original form more than once.
RFP	Request for Proposal designed to solicit proposals for services
Services	Any function performed for the benefit of the State.
Source reduction	Any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.
State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
Subcontractor	A company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
Unauthorized Removal	Contractor’s removal of Key Personnel without the prior written consent of the State.
Waste prevention	Source reduction and reuse, but not recycling.
Waste reduction and Pollution prevention	The practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.
Work in Progress	A Deliverable that has been partially prepared, but has not been presented to the State for Approval.
Work Product	Refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.



Appendix A

The product/system/application (system) must provide the **mandatory** requirements listed below. Contractor must complete columns two and three, stating whether the requirement is met (yes/no) and providing information in the comments section to explain and clarify the response.

TECHNICAL REQUIREMENTS	Yes/ No	COMMENTS
1. System Architecture		System architecture details are included in Michigan State Police System Description, Attachment B.
<ul style="list-style-type: none"> The system employs client/server architecture accessing a central database through software on a server. 	Yes	
<ul style="list-style-type: none"> The software is expandable and portable, with specific reference to the system capacity requirements presented in this RFP. 	Yes	
<ul style="list-style-type: none"> The system is fully self-contained and capable of being operated by State staff with no dependency on Vendor services for its routine operation. 	Yes	
<ul style="list-style-type: none"> The system server is compatible with the State's technical architecture and is sized suitable for the system specified. 	Yes	
<ul style="list-style-type: none"> The Application must function with or in parallel with Microsoft IE 8.0 or newer for INTRANET and INTERNET environment: 	Yes	
<ul style="list-style-type: none"> The system must keep a log of each transaction which alters the database. Logs are date and time stamped to allow the system to reconstruct activity for any period. 	Yes	
2. Software Licensing		
<ul style="list-style-type: none"> The software license is for perpetual use for a fixed fee without additional royalties or service fees, except for ongoing software maintenance. 	Yes	
3. Documentation		A detailed System Design document will be provided with the following information as part of the detailed planning for implementation of any of the options included in this proposal.
<ul style="list-style-type: none"> Provide a logical network diagram that describes how the infrastructure components will meet the functional requirements. 	Yes	
<ul style="list-style-type: none"> Provide conceptual and logical data-flow diagrams. 	Yes	
<ul style="list-style-type: none"> Provide a complete installation and configuration documentation library. 	Yes	
<ul style="list-style-type: none"> Provide a high-level architecture diagram, including logical and physical components. 	Yes	
<ul style="list-style-type: none"> System documentation must describe error logging and how to access the error logs. 	Yes	
<ul style="list-style-type: none"> System documentation must describe Disaster Recovery capabilities (including Hot and Cold standby options, licensing implications, and critical vs. non-critical functionality and data). 	Yes	
<ul style="list-style-type: none"> System documentation must describe any batch processing requirements for the application. 	Yes	
<ul style="list-style-type: none"> System documentation must describe required application maintenance activities and time frames. 	Yes	



TECHNICAL REQUIREMENTS	Yes/ No	COMMENTS
4. Installation		An Implementation Plan will be provided with the following information as part of the detailed planning for implementation of any of the options included in this proposal.
<ul style="list-style-type: none"> Provide a detailed work plan (in hours) and duration (in days) of a typical installation of the base package, including all modules. Include both SOM and vendor effort. 	Yes	
<ul style="list-style-type: none"> Provide a high-level project plan outlining activity descriptions, work effort, duration and resources for a typical base-package installation. 	Yes	
<ul style="list-style-type: none"> Provide a description of the skill sets of all resources required for a typical install of the base package. 	Yes	
<ul style="list-style-type: none"> Provide a list of functional issues encountered by other users during a typical implementation of your software. 	Yes	
<ul style="list-style-type: none"> Provide a list of technical issues encountered by other users during a typical implementation of your software. 	Yes	
<ul style="list-style-type: none"> Provide a detailed list of any browser plug-ins (e.g., ActiveX, Java, Flash) required by the application. 	Yes	
<ul style="list-style-type: none"> Provide a detailed list of client components (e.g. ODBC, JDBC, Java Beans, other) required by the application, including permission(s) levels. 	Yes	
<ul style="list-style-type: none"> Provide a detailed list of any third-party tools required by the application and how they will be supported over the System Development Life Cycle (SDLC). 	Yes	
5. Hardware		Details are included in Michigan State Police System Description, Attachment B.
<ul style="list-style-type: none"> All equipment supplied and/or supported under this contract must be configured in the most optimal manner and in conformance with MDIT standards. 	Yes	
<ul style="list-style-type: none"> Vendor's recommended hardware platform/topology provides for optimal functioning in the following areas: <ul style="list-style-type: none"> Communication line speed for distributed entry functions and major online processes of departments and offices located in various areas of the State. 	Yes	
<ul style="list-style-type: none"> Processing the volumes presented and any increases in volume that can be expected through the implementation of the proposed system. 	Yes	
6.Security		Security safeguards, including data encryption during transmission and data access controls, will be provided with the following information as part of the detailed planning for implementation of any of the options included in this proposal.



TECHNICAL REQUIREMENTS	Yes/ No	COMMENTS
<ul style="list-style-type: none"> The system must ensure that the integrity and confidentiality of data is protected by safeguards to prevent release of information without proper consent. 	Yes	
7. Security / Access Control		
<ul style="list-style-type: none"> The system provides security at database, workstation, and individual operator levels. 	Yes	
<ul style="list-style-type: none"> The system provides secure access control based upon unique user login, for types of record (e.g., fund, order) as well as by function performed upon the record (e.g., Display, Add, Edit, Delete.) 	Yes	
<ul style="list-style-type: none"> The system checks each user's access privileges at login, and automatically disable or enables client functions (in real time) based upon the user's profile 	Yes	
<ul style="list-style-type: none"> The system provides varying levels of access within the application, such as administrators, view only, or scheduling only. 	Yes	
8. Security/Password Controls		
<ul style="list-style-type: none"> The system provides an enforced minimum length for passwords. 	Yes	
<ul style="list-style-type: none"> The system provides an enforced requirement for user passwords to be automatically prompted for change after a defined period has passed, such as 30, 60 or 90 days. 	Yes	
<ul style="list-style-type: none"> The system provides users with the capability to change their own passwords. 	Yes	
<ul style="list-style-type: none"> The system disables user ID's after a specified number (3) of consecutive invalid login attempts. 	Yes	
<ul style="list-style-type: none"> The system enters passwords in a non-display field. 	Yes	
<ul style="list-style-type: none"> The system encrypts passwords when they are routed over the network. 	Yes	
<ul style="list-style-type: none"> The system encrypts passwords in system storage. 	Yes	
9.Security/Activity Logging		
<ul style="list-style-type: none"> Provides security reports of users and access levels. 	Yes	
<ul style="list-style-type: none"> Provides detailed reports of backups completed and backups failed. 	Yes	
10. Software Package Specifications		Details are included in Michigan State Police System Description, Attachment B.
<ul style="list-style-type: none"> The software uses an industry standard relational database management system 	Yes	Oracle 11g
<ul style="list-style-type: none"> The software will operate effectively on State hardware as defined by Vendor with Vendor-supplied upgrade recommendations 	Yes	A preliminary equipment list is included in the cost proposal.
<ul style="list-style-type: none"> The software operates in a recognized industry standard operating environment. 	Yes	Windows Server 2008 R2, Windows 7 and Redhat Linux AS 6.0
<ul style="list-style-type: none"> The software allows the State, from PC workstations, to access and update all necessary information to complete a transaction. 	Yes	
<ul style="list-style-type: none"> The software allows for the accurate and timely input and extraction of State data. 	Yes	



TECHNICAL REQUIREMENTS	Yes/ No	COMMENTS
<ul style="list-style-type: none"> The software allows for processing of all identified State business. 	Yes	
<ul style="list-style-type: none"> The software provides identified data reporting capabilities. 	Yes	
<ul style="list-style-type: none"> The software provides a Graphical User Interface (GUI) that is user-friendly and provides data, calculation, reporting, and communication capabilities to State users. 	Yes	
<ul style="list-style-type: none"> The system is modular in design to accommodate phased implementation and future expansion. 	Yes	
<ul style="list-style-type: none"> The modularity allows the capabilities of the core systems to function without the entire system complement. 	Yes	
<ul style="list-style-type: none"> Additional modules may be integrated into the system without a major impact to the installed components. 	Yes	
<ul style="list-style-type: none"> All modules of the system are integrated and designed to work together using a single input and a common database with no redundant data entry. 	Yes	
<ul style="list-style-type: none"> The system has the ability to accept and output transactions in standard electronic data interchange (EDI) formats. 	Yes	
<ul style="list-style-type: none"> The software provides the capability of transferring data to and from the host/server to the client for processing on other software packages. 	Yes	
<ul style="list-style-type: none"> The system provides the capability to access scanned images that are attached to various elements of the database. 	Yes	
<p>11. Reporting</p>		<p>Reporting details are included in Michigan State Police System Description, Attachment B.</p>
<ul style="list-style-type: none"> The software delivers standard reports. 	Yes	
<ul style="list-style-type: none"> The system includes ad-hoc query and reporting tools. 	Yes	
<ul style="list-style-type: none"> The standard (e.g., regularly scheduled, recurring) reporting environment allows: 	Yes	
<ul style="list-style-type: none"> Standard reports to be scheduled, executed, viewed on-line, printed (centrally or remotely) and dispersed (including the use of report distribution management software) 	Yes	
<ul style="list-style-type: none"> The system provides Methods for retaining and modifying previously built queries 	Yes	
<ul style="list-style-type: none"> Security and control mechanisms that limit the abuse of ad hoc queries (e.g., attempted access to restricted data, attempted execution of a query that would run for several hours, etc.) 	Yes	
<ul style="list-style-type: none"> The use of transaction databases, external files, or a "data warehouse" for ad-hoc reporting 	Yes	
<p>12. Audit Trail</p>		
<ul style="list-style-type: none"> The system enables the user to modify data entry transactions that have already been posted to the database while maintaining an audit trail of the change. 	Yes	



TECHNICAL REQUIREMENTS	Yes/ No	COMMENTS
<ul style="list-style-type: none"> The system's internal control functionality ensures that the data entry and processing associated with a business event has been completed before updating the database. 	Yes	
13. Edit and Validation Control		
<ul style="list-style-type: none"> The system include field edits as defined by State to prevent incomplete or incorrect data from entering the system 	Yes	
<ul style="list-style-type: none"> The system ensures data integrity and controls processing without hard-coded logic 	Yes	
14. Environment		
<ul style="list-style-type: none"> For any activities not performed on State sites or facilities, the Vendor will provide effective physical security measures for all proposed equipment sites, all processing and operations areas (including the mailroom), and secured storage areas through a card key or other comparable system. At a minimum, the Vendor will: 	Yes	System staging and data transition will occur in the NEC secure facility in Rancho Cordova, CA.
<ul style="list-style-type: none"> restrict perimeter access to equipment sites, State-specified processing and storage areas, and storage areas through a card key or other comparable system, 	Yes	
<ul style="list-style-type: none"> Provide accountability control to record access attempts, including attempts of unauthorized access. 	Yes	
<ul style="list-style-type: none"> Physical security shall include additional features designed to safeguard site(s) through required provision of fire retardant capabilities, as well as other electrical alarms, monitored by security personnel on a twenty-four (24) hours a day, seven (7) days a week basis. 	Yes	
<ul style="list-style-type: none"> Maintain a current annual security rating as audited by an independent third party auditing firm that certifies that they meet federal and State guidelines for the handling of confidential data. 	Yes	NEC currently maintains a secure site that is certified as CJIS compliant by the FBI. The build for any MSP systems will be co-located with the FBI CJIS audited facility and shares many of the same security policies.
15.Back-up and Archival		
<ul style="list-style-type: none"> The back-up and archival features of the systems proposed can be initiated automatically or manually. 	Yes	
16. Interfaces		
<ul style="list-style-type: none"> The system has the ability to exchange data with other systems using the following mechanisms: online application to application, web services interface, FTP and SFTP, to and from magnetic media and using warehouse utilities to the State's data warehouse. 	Yes	
<ul style="list-style-type: none"> The system must provide real-time data transfer of identified data. 	Yes	
<ul style="list-style-type: none"> The system must send all operational data and reference tables to the data warehouse. Data should be loaded on a predefined timetable. 	Yes	



Appendix B

The product/system/application (system) must provide the **mandatory** requirements listed below. Contractor must complete columns two and three, stating whether the requirement is met (yes/no) and providing information in the comments section to explain and clarify the response.

GENERAL SYSTEM REQUIREMENTS	Yes/ No	COMMENTS
<p>1. System Auditing</p>		
<ul style="list-style-type: none"> The system has the ability to maintain a historical record of all changes made to any item within the system (e.g., data element, business rule, process control, software program), the ID of the person or process that made the change, the before images of the affected data records, and the date and time the change was made. 	Yes	<p>The Integra-ID system maintains a complete audit trail of all database changes with a date/time stamp, user ID and before image. NEC maintains a change management process for configuration management and Microsoft Team Foundation Server (TFS) for revision and version control.</p>
<ul style="list-style-type: none"> The system must ensure that all system events for software, hardware, interfaces, operating system, network, etc. are written to a system event log in a manner that facilitates debugging of all system problems. 	Yes	<p>The Integra-ID system maintains a complete audit trail of all database changes with a date/time stamp, user ID and before image. NEC maintains a change management process for configuration management and Microsoft Team Foundation Server (TFS) for revision and version control.</p>
<ul style="list-style-type: none"> The system offers the ability to query, view, filter, and sort the system audit trail. The system is able to store the queries. 	Yes	<p>The Integra-ID system maintains a complete audit trail of all database changes with a date/time stamp, user ID and before image. The audit trail is maintained in the database and can be queried through the database query portal.</p>
<ul style="list-style-type: none"> The system has the ability to identify and track data back to its input source (e.g., imaged document, keyed from form, interface file, etc.). 	Yes	<p>The Integra-ID system maintains a complete audit trail of all database changes with a date/time stamp, user ID and before image. This includes the initial input of the data in either of the transaction and permanent databases.</p>
<p>2. Error Handling</p>		
<ul style="list-style-type: none"> The system must ensure that all errors are written to an error log. 	Yes	<p>Included in transaction history and system audit trail.</p>
<ul style="list-style-type: none"> The system must allow for an administrator to view, filter, sort, and search the error log. 	Yes	<p>This is part of the comprehensive reporting function.</p>
<ul style="list-style-type: none"> The system must allow for an administrator to archive error log entries based upon user-defined criteria. 	Yes	<p>The system archives the audit trail after a defined period, usually three years. The previous three years of audit data is available on line and all other audit trail information is available after restoring to appropriate archived data.</p>
<p>3. Training</p>		
<ul style="list-style-type: none"> Training is provided as part of the cost of the system, to include: 	Yes	<p>Training is included for all upgrades or user interface changes resulting from an upgrade.</p>



GENERAL SYSTEM REQUIREMENTS	Yes/ No	COMMENTS
<ul style="list-style-type: none"> User training 	YES	<p>NEC will provide user training that includes, but is not limited to, course outlines, course scopes, user guides computer-based training, and technical guides for all components. NEC offers comprehensive training tailored to the needs of the population being trained. NEC offers user training for Archive, Mobile-ID, Tenprint, Latent and System Administrators.</p>
<ul style="list-style-type: none"> Technical training for State individuals who will be working with the services vendor to configure the applications including establishing databases and interfaces, data conversion, customization, and upgrading the customized software. 	YES	<p>Training for establishing databases, interfaces and maintaining customized software is given to the NEC supplied on-site engineer. Batch database record loading and deletion and configuration management are part of the system administration training.</p>
<ul style="list-style-type: none"> System administration training for State personnel who will be responsible for ongoing maintenance and administration of the system, including security. 	YES	<p>The Global Admin course will provide State personnel who will be responsible for overseeing day-to-day operations with tools for workflow management, maintenance, system security, efficient use of personnel, quality control reporting, and basic tenprint and latent operations.</p>
<ul style="list-style-type: none"> Upgrades and new versions to the system that affect end-user functionality include training at no additional cost (e.g. classroom or online training, training manual, release features, etc.). 	YES	<p>Training is included for all upgrades or user interface changes resulting from an upgrade.</p>
<ul style="list-style-type: none"> Training is provided in a variety of formats for product installation, use, and administration for a variety of levels (e.g. basic, advanced, refresher, etc.). 	YES	<p>Training will be provided for upgrades that change how the operator interacts with the system. NEC provides a variety of formats, including classroom, online (WebEx), a fully integrated online help system, hard copy and electronic format.</p>
<ul style="list-style-type: none"> All training manuals, training plans and other documentation provided become the property of the State. 	YES	<p>NEC will provide all training manuals, training plans, and other documentation. These documents will be provided in hard copy and electronic and will become the property of the State. Procedures will be documented in manuals provided with the prescribed training for tenprint, latent, and administrators/technical users.</p>
4. Knowledge Transfer		
<ul style="list-style-type: none"> Mentoring and training of State staff is provided in preparation for transitioning the operation and support to the State of Michigan staff. 	Yes	
5. Documentation		
<p>A minimum of two (2) copies of the following documentation in an electronic format (Microsoft Word ability for State to maintain after acceptance), online and in hard copy will be provided:</p>	Yes	<p>NEC will provide an initial copy for the State to modify as needed.</p>
<p>1. User Manuals</p>	Yes	



GENERAL SYSTEM REQUIREMENTS	Yes/ No	COMMENTS
2. Technical Manuals	Yes	
3. Data Element Dictionary	Yes	
4. Operations Manual	Yes	
5. All updates of documentation during the term of the Contract, software license, and maintenance agreement	Yes	
2. The following documentation is provided for all modules and program development:	Yes	
3. System-wide documentation and specifications	Yes	
4. Baseline End-User training manuals to be used as a basis for "User Manuals" and online help	Yes	
5. Installation procedure	Yes	
6. Module configuration documents sufficient for configuration maintenance purposes	Yes	
7. Testing scripts	Yes	
8. Specification documentation	Yes	
9. Production migration	Yes	
<ul style="list-style-type: none"> The documentation of components, features, and use of the hardware/software shall be detailed such that resolution of most problems can be determined from the documentation, and most questions can be answered. 	Yes	
<ul style="list-style-type: none"> All system, operational, user, change, and issue documentation must be available in electronic format, updated regularly, with unique numerical identifiers for each section and be consistent with the most current version of the application(s) and three (3) previous versions. 	Yes	
<ul style="list-style-type: none"> All system, operations, user, change and issue documentation is to be organized in a format, which is approved by the State and facilitates updating and allows for revisions to the documentation to be clearly identified including the three (3) previous versions. 	Yes	
<ul style="list-style-type: none"> The Vendor must develop and submit for State approval complete, accurate, and timely system, operations, and user documentation. 	Yes	
<ul style="list-style-type: none"> The Vendor must notify the State of any discrepancies or errors outlined in the system, operations, and user documentation. 	Yes	
6. Warranties		
<ul style="list-style-type: none"> All configurations are covered by the manufacturer's standard warranty. 	Yes	The standard warranty is 2 years from date of productive use.
<ul style="list-style-type: none"> Warranty commences on the date products are accepted by the State. 	Yes	
<ul style="list-style-type: none"> Any upgrades of the software made during the warranty period are supplied at no additional cost. 	Yes	Upgrades and fixes of supplied functionality are provided during the warranty period. New or additional functionality is not included.
7. Maintenance and Support		



GENERAL SYSTEM REQUIREMENTS	Yes/ No	COMMENTS
<ul style="list-style-type: none"> Maintenance programs commence at the end of the warranty period. 	Yes	
<ul style="list-style-type: none"> All maintenance is performed by qualified personnel familiar with the equipment. 	Yes	NEC supplies an on-site maintenance engineer.
<ul style="list-style-type: none"> Remote diagnostic capabilities are provided 	Yes	
<ul style="list-style-type: none"> Maintenance is available on an annually renewable contract 	Yes	
<ul style="list-style-type: none"> The software maintenance program includes all future software updates and system enhancements applicable to system modules licensed without further charge to all licensed users maintaining an annually renewable software support contract. 	Yes	The software maintenance program includes bug fixes and maintenance releases as applicable to licensed version.
<ul style="list-style-type: none"> Help desk support is available 24 x 7 x 365, with escalation as necessary to senior technical/engineering staff, and then to higher management and/or senior management. 	Yes	
<ul style="list-style-type: none"> Maintenance service for central site and ten-print site is 8 x 5 on site. 24X7X365. Latent sites is next business day. 	Yes	
<ul style="list-style-type: none"> Calls for service will be returned within 2 hours. 	Yes	
<ul style="list-style-type: none"> Guaranteed parts availability within the service response window at all times. 	Yes	
<ul style="list-style-type: none"> Emergency assistance is available 24 hours a day, seven days a week, at no additional cost to the State. 	Yes	
<ul style="list-style-type: none"> The State will be provided with information on software problems encountered at other locations, along with the solution to those problems, when such information is relevant to State software. 	Yes	
<ul style="list-style-type: none"> Support is provided for superseded releases and back releases still in use by the State. 	Yes	
<ul style="list-style-type: none"> For the first year and all subsequent Contract years, the following services are provided for the current version and one previous version of any Software provided with the deliverables, commencing upon installation of the deliverables or delivery of the Software: 	Yes	
<ul style="list-style-type: none"> o Error Correction. Upon notice by State of a problem with the Software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem. 	Yes	
<ul style="list-style-type: none"> o Material Defects. The State will be notified of any material errors or defects in the deliverables known, or made known to Vendor from any source during the Contract term that could cause the production of inaccurate, or otherwise materially incorrect, results and shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects 	Yes	



GENERAL SYSTEM REQUIREMENTS	Yes/ No	COMMENTS
<ul style="list-style-type: none"> ○ Updates. All new releases and bug fixes (collectively referred to as "Changes") for any software deliverable developed or published by Vendor and made generally available to its other customers at no additional charge will be provided to the State at no additional charge. 	Yes	
8. Migration		
<ul style="list-style-type: none"> • Data, and related information, has a migration path to future revisions of the hardware and software and there is a guaranteed and reasonably straightforward "exit path" to systems of other vendors. 	Yes	
<ul style="list-style-type: none"> • Data will migrate smoothly to any future revision of the software and hardware ("smoothly" would be defined as having the system administrator follow Vendor-supplied written instructions to run a Vendor-supplied program or programs in batch mode to convert data, or any process that is simpler or more automatic than this). 	Yes	
9. Delivery Requirements		
<ul style="list-style-type: none"> • The deliverables shall be shipped F.O.B. Destination, freight prepaid and allowed, directly to each entity, unless otherwise requested, and to the exact locations shall be specified in the purchase order. 	Yes	
<ul style="list-style-type: none"> • If, during the term of the Agreement, the Vendor enters into a contract with any other customer for substantially the same quantity, equipment, software and services, terms and conditions for a lower cost, the Vendor will offer the same decrease in rated to the State 	Yes	NEC will honor favored pricing for the same version or release of software.
10.Backup and Recovery		
<ul style="list-style-type: none"> • The system has the ability to provide point-in-time recovery of data to the last completed transaction. 	Yes	
<ul style="list-style-type: none"> • The system has the ability to allow for continued use of the system during backup. 	Yes	
<ul style="list-style-type: none"> • The system has the ability to provide a complete backup and recovery process for all database tables and system files. 	Yes	
<ul style="list-style-type: none"> • The system has the ability to create on request backups. 	Yes	
<ul style="list-style-type: none"> • The back up and archival features of the system proposed can be initiated automatically or by manual request. 	Yes	
<ul style="list-style-type: none"> • The system software and data must be able to be restored to its previous operational status within forty-eight (48) hours after initiation of recovery process. 	Yes	



Appendix C

The product/system/application (system) must provide the **mandatory** requirements listed below. Contractor must complete column two using the requirements matrix codes below, and provide information in the comments section, column three, to explain and clarify the response.

FUNCTIONAL REQUIREMENTS MATRIX CODES		
CONTRACTOR RESPONSE CODE	DESCRIPTION	EXPLANATION REQUIRED
S - Standard Functionality	No modification or customization required. The proposed system fully satisfies the requirement as stated, with or without configuration.	If this requirement requires configuration other than through a GUI, the Contractor must explain how the 'configuration' will be done, e.g., write code, etc.
E – Extension Needed	Extensions to existing code base are necessary to meet this requirement – sometimes referred to as 'plug-ins'.	The Contractor must explain the extensions.
A - Additional COTS Required	The proposed system cannot meet the requirement without the addition of another COTS package.	The Contractor must identify the software, producing company, release/version, functionality, and cost (if know), and how this additional COTS package would enable the project to meet the requirement.
F – Future Release	The current version of the proposed system cannot meet the requirement, but it can be met by a planned future release of the proposed system.	The Contractor must explain how the requirement will be satisfied by the system and when the release will be available.
C - Custom Development	The proposed system cannot provide the additional feature and functionality without custom design and modification of the base code, rendering upgrades difficult or impossible.	The Contractor must explain the feature and the level of effort required to design/develop the feature.
U – Unavailable	The proposed system cannot satisfy the requirement.	The Contractor must explain why the requirement cannot be satisfied.



Appendix C – Functional Requirements (continued)

FUNCTIONAL REQUIREMENTS	CODE	COMMENTS
a. General System		
<ul style="list-style-type: none"> The system provides auditing of all transactions including the user ID, the date and time, and the computer from which the data was accessed or modified. 	S	No modification needed.
<ul style="list-style-type: none"> System must have Auto Classification of fingerprint patterns. 	S	No modification needed.
<ul style="list-style-type: none"> The system must maintain the current automated rolled-print substitution. 	S	No modification needed.
<ul style="list-style-type: none"> The system must finger sequence check software. 	S	No modification needed.
<ul style="list-style-type: none"> The system must request user to enter reason for manual purging and deleting. 	E	Will require extension of existing functionality.
<ul style="list-style-type: none"> Provides for the support of system interfaces and integration necessary to maintain and possibly expand the existing system requirements. 	S	No modification needed.
<ul style="list-style-type: none"> System must maintain all existing interfaces. 	S	No modification needed.
<ul style="list-style-type: none"> System must maintain or exceed existing automated workflow. 	S	No modification needed.
<ul style="list-style-type: none"> There must not be a limitation of the number of live scan devices that can be connected to the AFIS. Only the volume of transactions and storage as defined in the requirements are the limitations. 	S	No modification needed.
<ul style="list-style-type: none"> The system contains on-line edits and warnings designed to identify and avoid data inconsistencies. 	S	Requires configuration of the edit criteria.
<ul style="list-style-type: none"> The system highlights problem areas, such as processes or functions that are not functioning or queued due to throughput peaks, interface problems or operator delays. 	S	No modification needed.
<ul style="list-style-type: none"> The system must have 1 to 1 and 1 to n search capability based on State Identification number(s) return from the Criminal History System (CHS). 	S	No modification needed.
<ul style="list-style-type: none"> The system must have thresholds that are adjustable by the State AFIS Administrator on the 1 to 1 and 1 to n search that identify what are auto hit, auto no-hit and what require human verification or full AFIS search. 	S	No modification needed.
<ul style="list-style-type: none"> The system must have thresholds that are adjustable by the State AFIS Administrator to determine ten-print auto hit, auto no-hit and requirement of human verification. 	S	No modification needed.
<ul style="list-style-type: none"> The system must have thresholds that are adjustable by the State AFIS Administrator to determine what transactions require editing by an operator. 	S	No modification needed.
<ul style="list-style-type: none"> The system must edit and verify TCN formats. 	S	No modification needed.
<ul style="list-style-type: none"> The system will assign State Identification numbers (SID) when new ten-print transactions are identified that there are not existing ten-prints on AFIS. 	S	Configuration parameter to set the starting auto-assign SID number.
<ul style="list-style-type: none"> The system will store the new NIST records when CHS request it to do so as defined in the current AFIS/CHS interface. 	S	No modification needed.
<ul style="list-style-type: none"> The system will forward ten-print transactions to the FBI IAFIS as requested by CHS as defined in the current AFIS/CHS interface. 	S	No modification needed.
<ul style="list-style-type: none"> The system will perform a ten-print to latent (T/LI) search with all new ten-print transactions. 	S	No modification needed.
<ul style="list-style-type: none"> The system will forward T/LI verifications to the lab that registered the latent. 	S	No modification needed.



FUNCTIONAL REQUIREMENTS	CODE	COMMENTS
<ul style="list-style-type: none"> The system must have thresholds that are adjustable by the State AFIS Administrator to determine when T/LI may have possible hits and need to be forwarded to the lab. 	S	No modification needed.
<ul style="list-style-type: none"> The system will have a utility that will allow the AFIS Administrator to modify ownership of latents. If a lab or terminal no longer exists registered latents will need the ownership to be modified. 	S	No modification needed.
<ul style="list-style-type: none"> The system will clearly identify if any jobs are not being forwarded properly. 	S	No modification needed. The system forwards the T/LI notification to a system administrator if it cannot determine a user to forward it to.
<ul style="list-style-type: none"> The system must accept retention change at time name search response is returned (RTSID) from CHS, as it does today. 	S	No modification needed.
<ul style="list-style-type: none"> The system must be able to accept data entry from CHS and this with the fingerprint images when card is scanned, as it does today. 	S	No modification needed.
<ul style="list-style-type: none"> The system will ignore retention change at time of PACRD, last message from CHS in automated follow, as it does today. 	S	No modification needed.
<ul style="list-style-type: none"> Live scan transactions are edited for name, race, sex, date of birth (DOB), TCN format, valid live scan ID, fingerprint quality and duplication of TCN. If any of these do not meet the requirements AFIS will reject the transaction with a message back to the live scan device. 	S	No modification needed.
<ul style="list-style-type: none"> The live scan interface must be maintained, live scan Contractors and agencies can not be required to make any modifications to their system because of this upgrade. 	S	No modification needed.
<ul style="list-style-type: none"> The live scan interface will return an accept message to the live scan for each accepted transaction and for every rejected transaction. 	S	No modification needed.
<ul style="list-style-type: none"> The system will have a fingerprint card printer that can be used to print cards from automated workflow and the NIST Archive System. The print card specifications will meet the state's cards. 	S	No modification needed.
<ul style="list-style-type: none"> Printers at central site defined for the NIST card print server must meet NIST requirements and approved by the FBI. These printers must be duplex printers. 	S	No modification needed.
<ul style="list-style-type: none"> Printers at remote latent AFIS sites must be of as good quality or better than existing printers, if replace of these printers are needed. 	S	No modification needed.
<ul style="list-style-type: none"> The system has a logical navigation order for each screen. 	S	No modification needed.
<ul style="list-style-type: none"> The system supports data entry processes by a series of edits, which provide integrity, validation, and consistency of format throughout the system. 	S	No modification needed.
<ul style="list-style-type: none"> The system provides the capability to confirm, as well as prompt the user when required that data have not been properly entered. 	S	No modification needed.
<ul style="list-style-type: none"> The system has a user manuals and a full glossary of all terms and contents to assist users with any questions. 	S	No modification needed. User manuals are accessed through online help.
<ul style="list-style-type: none"> The system allows full functional access by State AFIS ten-print employees 24-hours-a-day, 7-days-per-week basis, taking into consideration approved system maintenance windows and backup requirements. 	S	No modification needed.



FUNCTIONAL REQUIREMENTS	CODE	COMMENTS
<ul style="list-style-type: none"> The system allows full functional access by AFIS latent operators 24-hours-a-day, 7-days-per-week basis. But the latent remote terminals will only be maintained for 8-hours-a-day, 5-days-per-week basis, taking into consideration approved system maintenance windows and backup requirements. 	S	No modification needed.
<ul style="list-style-type: none"> The system is designed to eliminate data redundancy as much as possible and to prevent unnecessary movement through fields during data entry. 	S	No modification needed.
<ul style="list-style-type: none"> The system will allow remote AFIS terminals to print from the NIST Archive System. 	S	No modification needed.
<ul style="list-style-type: none"> The system must not allow more than one operator to update a record, edit or verify at the same time. 	S	No modification needed.
<ul style="list-style-type: none"> Transactions processing through automated flow will have the following is the minimum information logged to the job queue for operator viewing. This can be modified by user for user or administrator for system. <ul style="list-style-type: none"> TCN. SID assigned or identified by AFIS. Date/time received. Current status. (FE, SUBS, CCH Exec, archive, T/LI...) Date/time transaction status was last updated. (eg. Waiting RTSID to ECH). Operator that edited the transaction, if auto edited show AFIS. Date/time of edit. Operator that verified transaction, if auto verified show AFIS. Date/time verified. Date/time sent to FBI. Date/time receive response from FBI. 	S	No modification needed.
<ul style="list-style-type: none"> Jobs information must be maintain on job queue screen for 7 days after DONE. 	S	No modification needed.
<ul style="list-style-type: none"> Information and images must be maintain or accessible for 30 days after DONE for T/LI verification. 	S	No modification needed.
<ul style="list-style-type: none"> There shall be a T/LI report, that can be initiated automatically or manually that will show all T/LI verifications by site that are over 20 days old and not verified. 	S	No modification needed.
<ul style="list-style-type: none"> The latent and ten-print databases and log files will be documented for on-site support and user report generation. 	S	No modification needed.
<ul style="list-style-type: none"> The latent and ten-print databases must log and maintain the existing database fields. The following list is an example, a complete list will be provided at time of design. <ul style="list-style-type: none"> Date/time registered. Operator registered. Date/time data was updated. Operator updated data. Date/time image was updated. Operator updated image. Date/time minutia information was updated. Operator that caused the minutia to be updated. Sex. Race. Case number. Crime code. Finger(s). Minutia counts. RFI 	S	No modification needed.



FUNCTIONAL REQUIREMENTS	CODE	COMMENTS
<ul style="list-style-type: none"> The system must provide a batch purge for ten-print, latent and archive. 	S	No modification needed.
<ul style="list-style-type: none"> Expand the storage and throughput capabilities of the existing Automated Fingerprint Identification System (AFIS). 	S	No modification needed.
<ul style="list-style-type: none"> System shall meet the single-finger subtest true accept rate of 98% or higher. 	S	No modification needed.
<ul style="list-style-type: none"> System shall meet the two-finger subtest true accept rate of 99% or higher. 	S	No modification needed.
<ul style="list-style-type: none"> The expansion phase shall maintain all existing functionality, flow and interface requirement of the existing system. 	S	No modification needed.
<ul style="list-style-type: none"> All records in the existing databases shall be maintained. 	S	No modification needed.
<ul style="list-style-type: none"> No functionality shall be lost during this project. 	S	No modification needed. Note that functionality in the new system may differ in operation but with the same end result.
<ul style="list-style-type: none"> System administration shall be available both at central site and ten-print operations site. 	S	No modification needed.
<ul style="list-style-type: none"> If hardware is replaced that communicates with the field, IP addresses associated with the operation move to the new system and no communications interface shall be aware that a switchover has occurred except that the current session will be terminated and will need to be re-established. 	S	No modification needed.
B. Staff/Workload Management		
<ul style="list-style-type: none"> The system defines authorization of users to certain functions, screens, fields, and data. This defaults to a user group authorization but is customizable for individual users, the latter taking precedence. 	S	No modification needed.
<ul style="list-style-type: none"> The system produces reports of usage patterns. To include number of transactions per hour, each hour of each day for an entire week. 	S	No modification needed.
<ul style="list-style-type: none"> Provides for user authentication, including: <ul style="list-style-type: none"> A unique login ID for each user. Password expiration periods that can be set for each user or group. Inactivity timeout with values that can be customized for different users or groups. 	S	No modification needed.
<ul style="list-style-type: none"> Produces daily, monthly and yearly reports that include the following information. <ul style="list-style-type: none"> Number of each type of transactions from latent sites. Number of latents deleted. Number of ten-prints deleted. Number of edits by operator by site. Number of verifications by operator by site. Number of new SIDs. 	S	No modification needed.
<ul style="list-style-type: none"> Produce system monitoring reports that can be view real-time on screen. These would include but not limited to the following. <ul style="list-style-type: none"> Display current job queue status such as: <ul style="list-style-type: none"> Number of jobs waiting name search response. Number of jobs waiting feature extraction. Number of jobs waiting 1 to n search. Number of jobs waiting CHS update. Number of jobs waiting for T/LI processing. Number of jobs waiting to be archived. 	S	No modification needed.



FUNCTIONAL REQUIREMENTS	CODE	COMMENTS
<ul style="list-style-type: none"> User authorization reports, must include a complete list of users that are defined to the system including the functions they have access. 	S	No modification needed.
<ul style="list-style-type: none"> Maintains staff assignments by location in the user authorization system. 	S	No modification needed.
<ul style="list-style-type: none"> The system allows daily reporting, hard-copy listings or electronic. This can be administered by the AFIS Administrator. 	S	No modification needed.
<ul style="list-style-type: none"> The system collects and provides data for the purposes of staff assignments and staff utilization. 	S	No modification needed.
<ul style="list-style-type: none"> The system supports monitoring of workload to assure completion of work in required time frames and desired outcomes. 	S	No modification needed.
<ul style="list-style-type: none"> The system allows warning notifications when administrator defined thresholds (number of jobs in each function) are exceeded. 	E	Requires modification to the Global Admin parameter tables.
C. Structured Decision Making		
<ul style="list-style-type: none"> The system records the decisions that the worker makes. 	S	No modification needed.
<ul style="list-style-type: none"> The system date and time stamps all entries. 	S	No modification needed.
<ul style="list-style-type: none"> The system will be accessible and available to all authorized users 99% of the time. 	S	No modification needed.
<ul style="list-style-type: none"> The system supports remote system monitoring. 	S	No modification needed.
<ul style="list-style-type: none"> The system supports live scan using FTP and SFTP. 	S	No modification needed.
<ul style="list-style-type: none"> The system logs all transactions processing and archiving. 	S	No modification needed.
<ul style="list-style-type: none"> The system/Contractor has integrated data back-up. 	S	No modification needed.
<ul style="list-style-type: none"> Provides attributes for each data elements. 	S	No modification needed.
<ul style="list-style-type: none"> Data element configurations are consistent across all applications of each data element (e.g. date fields are uniformly configured for each use) 	S	No modification needed.
<ul style="list-style-type: none"> Provides relational data base sorting, retrieval, analysis, reporting and trending capabilities 	S	No modification needed.
<ul style="list-style-type: none"> The system places emphasis on user friendliness 	S	No modification needed.
<ul style="list-style-type: none"> The system provides consistent formatting to aid users in finding information 	S	No modification needed.



Appendix D - AFIS Existing Equipment, Hardware and Software

Equipment Type	Model	Serial Number or Service Tag #	Host Name/ Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application Software	Rev
Sub-System								
RACK 0	4210	FVH15G1			1			
Sub-System								
Server	PE2950	DF9HJ1	LAND02		1			
				Processor, Xeon Woodcrest	2	CU747		
				Memory, 1gb, dual in-line	8	FW198		
				HDD, 146gb, 15k, SAS	4	TK237		
NIC	NC364T			PCIE, 4PT GIGABIT	1			
					1		Landing server Core Module	2.2
					1		Red Hat Ent Linux	4AS
Sub-System								
Storage	CX3-40	FC2BFD1	DAE		1			
				HDD, 300GB, 10K, FC	15			
				Power Supply	2	071-000-410		
				LCC Interface, 4gb, DAE3P	2	100-561-488		
Sub-System								
Storage	CX3-40	DC2BFD1	DAE		1			
				HDD, 300GB, 10K, FC	8			
				Power Supply	2	071-000-410		
				LCC Interface, 4gb, DAE3P	2	100-561-488		
Sub-System								
Storage	MD1000	5Q6Z4G1	DAE		1			
			sms01	HDD, 300GB, 15K	6			
				Mgmt Mod SAS/SATA		420-6220		
Sub-System								
Storage	MD1000	2Q6Z4G1	DAE		1			



			sms02	HDD, 300GB, 15K	6			
				Mgmt Mod SAS/SATA	2	420-6220		
Sub-System								
Storage	MD1000	JP6Z4G1	DAE		1			
			sms03	HDD, 300GB, 15K	6			
				Mgmt Mod SAS/SATA	2	420-6220		
Sub-System								
Storage	MD1000	826Y4G1	DAE		1			
			sms04	HDD, 300GB, 15K	6			
				Mgmt Mod SAS/SATA	2	420-6220		
RACK 1	4210	1NLK4D1			1			
Sub-System								
Server	PE6850	579PJD1	SMS3		1			
				Processor, Xeon Tulsa	2	MW649		
				Memory, 2gb, dual in-line	16	X1563		
				HDD, 146gb, 15k, SAS	5	TK237		
HBA	LP10000E	MLXVM65030 321		Emulex PCI-X	1			
HBA	LP10000E	MLXVM65030 854		Emulex PCI-X	1			
Matching Unit	FMP8	F86890K7400 144			1	N3980-213D		
Matching Unit	FMP8	F86890K7400 146			1	N3980-213D		
					1		Red Hat Ent Linux	4AS
					1		SMS SW Package	2.7.2.1
Sub-System								
Server	PE6850	479PJD1	SMS2		1			
				Processor, Xeon Tulsa	2	MW649		



				Memory, 2gb, dual in-line	16	X1563		
				HDD, 146gb, 15k, SAS	5	TK237		
HBA	LP10000E	MLXVM64819 305		Emulex PCI-X	1			
HBA	LP10000E	MLXVM65031 800		Emulex PCI-X	1			
Matching Unit	FMP8	F86890K7400 143			1	N3980-213D		
Matching Unit	FMP8	F86890K7400 145			1	N3980-213D		
					1		Red Hat Ent Linux	4AS
					1		SMS SW Package	2.7.2.1
Sub-System								
Server	PE6850	379PJD1	SMS1		1			
				Processor, Xeon Tulsa	2	MW649		
				Memory, 2gb, dual in-line	16	X1563		
				HDD, 146gb, 15k, SAS	5	TK237		
HBA	LP10000E	MLXVM70138 460		Emulex PCI-X	1			
HBA	LP10000E	MLXVM65030 272		Emulex PCI-X	1			
Matching Unit	FMP8	F86890K7800 563			1	N3980-213D		
Matching Unit	FMP8	F86890K7800 562			1	N3980-213D		
					1		Red Hat Ent Linux	4AS
					1		SMS SW Package	2.7.2.1
RACK 2	4210	DGMBMD1			1			
Sub-System								
Switch	5324	HVG9SB1			1			
Sub-								



System								
Server	PE2950	C8CJLJ1	REPORT _srv		1			
				Processor, Xeon Woodcrest	2	CU747		
				Memory, 1gb, dual in-line	4	FW198		
				HDD, 300gb, 15k, SAS	6	YP778		
NIC	NC364T			PCIE, 4PT GIGABIT	1			
					1		MS Server 2003 Enterprise	SP2
					1		SQL Server	2005
Sub-System								
SERVER	Dell Power Edge 1650 W2k Server	N78921	ULM					
				Processor, P3, 1400mz	2			
				MEM	2 GIG			
				CD-ROM	1			
				HDD, 73gb	3			
					1	W2k Server	SP3	
					1	ULM	1.0.26	
					1	Perl	ActivePerl-5.6.1.6XX	
Sub-System								
Server	PE1950	86P4JD1	IPC04		1			
				Processor, XCL	2	CU749		
				Memory, 512mb, dual in-line	4	YY120		
				HDD, 36gb, 10k, SAS	4	G8762		
					1		MS Server 2003 Std, 5 CAL	SP2
					1		WSQ1000	1.2
					1		IPC-CORE	1.0.5.1
Sub-System								
Server	PE1950	J6P4JD1	IPC03		1			
				Processor, XCL	2	CU749		
				Memory, 512mb, dual in-line	4	YY120		



				HDD, 36gb, 10k, SAS	4	G8762		
					1		MS Server 2003 Std, 5 CAL	SP2
					1		WSQ1000	1.2
					1		IPC-CORE	1.0.5.1
Sub-System								
Server	PE1950	G6P4JD1	IPC02		1			
				Processor, XCL	2	CU749		
				Memory, 512mb, dual in-line	4	YY120		
				HDD, 36gb, 10k, SAS	4	G8762		
					1		MS Server 2003 Std, 5 CAL	SP2
					1		WSQ1000	1.2
					1		IPC-CORE	1.0.5.1
Sub-System								
Server	PE1950	27P4JD1	IPC01		1			
				Processor, XCL	2	CU749		
				Memory, 512mb, dual in-line	4	YY120		
				HDD, 36gb, 10k, SAS	4	G8762		
					1		MS Server 2003 Std, 5 CAL	SP2
					1		WSQ1000	1.2
					1		IPC-CORE	1.0.5.1
Sub-System								
Tape Library	TL2000	HRZC0D1		LT03	1			
Sub-System								
Server	PE6850	569PJD1	SMS4		1			
				Processor, Xeon Tulsa	2	MW649		
				Memory, 2gb, dual in-line	16	X1563		
				HDD, 146gb, 15k, SAS	5	TK237		



HBA	LP10000E	MLXVM64926 990		Emulex PCI-X	1			
HBA	LP10000E	MLXBG70358 859		Emulex PCI-X	1			
Matching Unit	FMP8	F86890K7400 565			1	N3980-213D		
Matching Unit	FMP8	F86890K7400 564			1	N3980-213D		
					1		Red Hat Ent Linux	4AS
					1		SMS SW Package	2.7.2.1
Sub-System								
Server	PE6850	B69PJD1	RM01a		1			
				Processor, Xeon Tulsa	2	MW649		
				Memory, 2gb, dual in-line	4	X1563		
				HDD, 73gb, 15k, SAS	5	UM837		
HBA	QLA2460	5XN2ZB1		PCI-E FC	1			
HBA	QLA2460	F8P2ZB1		PCI-E FC	1			
SCSI	scsi card	scsi card		PCI-E SCSI	1			
					1		Red Hat Ent Linux	4AS
					30		Oracle Database Std, user x30	10g
					4		Oracle Database Std, proc x4	
					30		Tuxedo x 30	8.1
					1		SC CORE(LINUX)	2.7.2.1
					1		IIC CORE (LINUX)	2.7.2.1
					1		SLAP Matching	2.7.2.1
					1	a21tc- ds_MSP	AFIS21/EX Activity Modules for Server Developers	2.7.2.1
					1	a21not_ds_ MSP	AFIS21/EX notT for Servers Developers	2.7.2.1
					1	a21bse_ds_ MSP	AFIS21/EX BaseLibrary for Developers	2.7.2.1
					1	a21inq_ds_ MSP	AFIS21/EX INQ Modules for Server Developers	2.7.2.1



					1	a21com_ds_MSP	AFIS21/EX Common for server developer	2.7.2.1
					1	a21drm_sms_MSP	AFIS21/EX SMS Modules for Server Developers	2.7.2.1
					1	a21ord_ds_MSP	AFIS21/EX Order Modules for Server Developers	2.7.2.1
					1	a21ipc_ds_MSP	AFIS21/EX IPC Module for Server Developers	2.7.2.1
					1	a21cus_ds_MSP	AFIS21/EX Custom for server developer	2.7.2.1
					1	a21drm_fms_MSP	AFIS21/EX FMS Modules for Server Developers	2.7.2.1
					1	a21utl_MSP	AFIS21/EX utilities for TC	2.7.2.1
					1	a21act_ds_MSP	AFIS21/EX TC for Developers	2.7.2.1
					1	a21ims_ds_MSP	AFIS21/EX I-MARS for Developers	2.7.2.1
					1	a21gtc_ds_MSP	AFIS21/EX GTC Modules for Server Developers	2.7.2.1
RACK 3	4210	FGMBMD1			1			
Sub-System								
Switch	5324	6WG9SB1			1			
Tape Library	ML6020	1CN8GD1			1			
				LT03, FC, Tape Unit	2			
Sub-System								
Server	PE1950	70H3JD1	WEB02		1			
				Processor, Xeon Woodcrest	2	UR128		
				Memory, 512mb, dual in-line	4	YY120		
				HDD, 36gb, 10k, SAS	4	G8762		



NIC	NC364T			PCIE, 4PT GIGABIT	1		
				4th disk added Dell #149742870, NEC#4800024771			
					1	MS Server 2003 Ent, 35 CAL	SP2
Sub-System							
Server	PE1950	60H3JD1	WEB01		1		
				Processor, Xeon Woodcrest	2	UR128	
				Memory, 512mb, dual in-line	4	YY120	
				HDD, 36gb, 10k, SAS	4	G8762	
NIC	NC364T			PCIE, 4PT GIGABIT	1		
				4th disk added Dell #149742870, NEC#4800024771			
					1	MS Server 2003 Ent, 35 CAL	SP2
Sub-System							
Server	PE2950	4H13JD1	DAS02		1		
				Processor, XCL	2	CU749	
				Memory, 2gb, dual in-line	4	GM431	
				HDD, 73gb, 15k, SAS	4	UM837	
HBA	QLA2460	CWN2ZB1		PCI-E FC	1		
HBA	QLA2460	4XN2ZB1		PCI-E FC	1		
					1	MS Server 2003 Enterprise	SP2
					1	Veritas - NetBackup -	6.0.4
					1	SQL Server	2005
Sub-System							
Server	PE2950	J5CZHD1	DAS01		1		
				Processor, XCL	2	CU749	
				Memory, 2gb, dual in-line	4	GM431	
				HDD, 73gb, 15k, SAS	4	H8799	
HBA	QLA2460	J8P2ZB1		PCI-E FC	1		



HBA	QLA2460	98P2ZB1		PCI-E FC	1			
					1		MS Server 2003 Enterprise	SP2
					1		DAS Archive	2.0.8
					1		SQL Server	2005
Sub-System								
Server	PE2950	JQH3JD1	DB02		1			
				Processor, Xeon Woodcrest	2	CU747		
				Memory, 1gb, dual in-line	8	FW198		
				HDD, 146gb, 15k, SAS	4	TK237		
HBA	QLA2460	2VN2ZB1		PCI-E FC	1			
HBA	QLA2460	1XN2ZB1		PCI-E FC	1			
					1		Red Hat Ent Linux	4AS
					1		Oracle Standard Edition	10G
					1		Oracle RAC SE 2CPU lic.	10G
Sub-System								
Server	PE2950	HQH3JD1	DB01		1			
				Processor, Xeon Woodcrest	2	CU747		
				Memory, 1gb, dual in-line	8	FW198		
				HDD, 146gb, 15k, SAS	4	TK237		
HBA	QLA2460	D8P2ZB1		PCI-E FC	1			
HBA	QLA2460	C8P2ZB1		PCI-E FC	1			
					1		Red Hat Ent Linux	4AS
					1		Oracle Standard Edition	10G
					1		Oracle RAC SE 2CPU lic.	10G
Sub-System								
Server	PE2950	53H3JD1	GTC02		1			
				Processor, Xeon Woodcrest	2	CU747		
				Memory, 1gb, dual in-line	4	FW198		
				HDD, 146gb, 15k, SAS	4	TK237		



NIC	NC364T			PCIE, 4PT GIGABIT	1		
HBA	QLA2460	2XN2ZB1		PCI-E FC	1		
HBA	QLA2460	FXN2ZB1		PCI-E FC	1		
					1		MS Server 2003 Enterprise SP2
					1		NistPack Server 4.1
					1		Express Cluster 7.1
					1		GTC Core Module 25.0.0.7
					1		GTC Core Module 25.0.0.7
					1		Integrated Queue Manager 25.0.0.7
					1		Integrated Queue Manager 25.0.0.7
					1		Matching Resource Allocator 25.0.0.7
					1		Enhanced Workstation Controller 25.0.0.7
					1		Job Control Module 25.0.0.7
					1		Automatic Table Update Controller 25.0.0.7
					1		Oracle client 10.2.0.0.0
Sub-System							
Server	PE2950	43H3JD1	GTC01		1		
				Processor, Xeon Woodcrest	2	CU747	
				Memory, 1gb, dual in-line	4	FW198	
				HDD, 146gb, 15k, SAS	4	TK237	
NIC	NC364T			PCIE, 4PT GIGABIT	1		
HBA	QLA2460	FWN2ZB1		PCI-E FC	1		
HBA	QLA2460	68P2ZB1		PCI-E FC	1		
					1		MS Server 2003 Enterprise SP2
					1		NistPack Server 4.1
					1		Express Cluster 7.1



					1		GTC Core Module	25.0.0.7
					1		GTC Core Module	25.0.0.7
					1		Integrated Queue Manager	25.0.0.7
					1		Integrated Queue Manager	25.0.0.7
					1		Matching Resource Allocator	25.0.0.7
					1		Enhanced Workstation Controller	25.0.0.7
					1		Job Control Module	25.0.0.7
					1		Automatic Table Update Controller	25.0.0.7
					1		Oracle Client	10.2.0.0 .0
Sub-System								
Server	PE2950	66CZHD1	LAND01		1			
				Processor, Xeon Woodcrest	2	CU747		
				Memory, 1gb, dual in-line	8	FW198		
				HDD, 146gb, 15k, SAS	4	TK237		
HBA	QLA2460	GWN2ZB1		PCI-E FC	1			
HBA	QLA2460	6XN2ZB1		PCI-E FC	1			
NIC	NC364T			PCIE, 4PT GIGABIT	1			
					1		Red Hat Ent Linux	4AS
					1		Landing server Core Module	2.2
RACK 4	4210	29B84D1			1			
Sub-System								
Storage	CX3-40	3BBV7B1	DAE		1			
				HDD, 300GB, 10K, FC	7			
				HDD, 146GB, 15K, FC	8			



				Power Supply	2	071-000-410		
				LCC Interface, 4gb, DAE3P	2	100-561-488		
Sub-System								
Storage	CX3-40	2BBV7B1	DAE		1			
				HDD, 300GB, 10K, FC	15			
				Power Supply	2	071-000-410		
				LCC Interface, 4gb, DAE3P	2	100-561-488		
Sub-System								
Storage	CX3-40	1BBV7B1	DAE		1			
				HDD, 300GB, 10K, FC	15			
				Power Supply	2	071-000-410		
				LCC Interface, 4gb, DAE3P	2	100-561-488		
Sub-System								
Storage	CX3-40	CBBV7B1	DAE		1			
				HDD, 300GB, 10K, FC	15			
				Power Supply	2	071-000-410		
				LCC Interface, 4gb, DAE3P	2	100-561-488		
Sub-System								
Storage	CX3-40	BBBV7B1	DAE		1			
				HDD, 300GB, 10K, FC	15			
				Power Supply	2	071-000-410		
				LCC Interface, 4gb, DAE3P	2	100-561-488		
Sub-System								
Storage	CX3-40	9BBV7B1	DAE		1			
				HDD, 300GB, 10K, FC	15			
				Power Supply	2	071-000-410		
				LCC Interface, 4gb, DAE3P	2	100-561-488		



Sub-System							
Storage	CX3-40	6BBV7B1	DAE		1		
				HDD, 146GB, 15K, FC	15		
				Power Supply	2	071-000-410	
				LCC Interface, 4gb, DAE3P	2	100-561-488	
Sub-System							
Storage	CX3-40	7BBV7B1	DAE		1		
				HDD, 146GB, 15K, FC	15		
				Power Supply	2	071-000-410	
				LCC Interface, 4gb, DAE3P	2	100-561-488	
Sub-System							
Storage	CX3-40	5BBV7B1	DAE		1		
				HDD, 146GB, 15K, FC	15		
				Power Supply	2	071-000-410	
				LCC Interface, 4gb, DAE3P	2	100-561-488	
Sub-System							
Storage	CX3-40	4BBV7B1	DAE		1		
				HDD, 146GB, 15K, FC	15	HK261	
				Power Supply	2	071-000-410	
				LCC Interface, 4gb, DAE3P	2	100-561-488	
Sub-System							
Storage	CX3-40	H9BV7B1	DAE		1		
				HDD, 146GB, 15K, FC	15	HK261	
				Power Supply	2	071-000-410	
				LCC Interface, 4gb, DAE3P	2	100-561-488	
Sub-System							



Storage	CX3-40	8BBV7B1	DAE		1			
				HDD, 146GB, 15K, FC	15	HK261		
				Power Supply	2	071-000-410		
				LCC Interface, 4gb, DAE3P	2	100-561-488		
Sub-System								
Storage	CX3-40	8QBV7B1	DAE		1			
				HDD, 73GB, 15K, FC	5	FK567		
				HDD, 146GB, 15K, FC	10	HK261		
				Power Supply	2	071-000-410		
				LCC Interface, 4gb, DAE3P	2	100-561-488		
Sub-System								
Storage	CX3-40c	BQBV7B1	CX3-40		1			
				Storage Processor	2	100-561-057		
				Power Supply w/Blower	3	071-000-417		
				SPS	1	118-031985		
RACK 5	4220	51VLHN1			1			
RACK 5								
Rack	4220	51VLHN1			1	224-4934		
KVM	2160AS	825KTL1			1	221-7994		
KMM		CN-0HJ9G3-12963-039-07AS		Keyboard, Monitor, Mouse Tray	1	310-9961		
PDU				16A, 120 - 240V	2	330-6416		
FAN				120 Volt Fan	1			
Sub-System	Mobile ID							
Server	R710	3TWCQN1	SMS05		1	224-4848		
				Processor, Xeon, X5560	1	317-0200		
				Processor, Xeon, X5560	1	317-1212		
				Memory, 4GB, Dual RDIMM	8	317-0371		
				HDD, 300GB, 15K, 2.5, SAS	6	341-9157		
Software					1		REDHAT ENTERPRISE	4.7
					1		AFIS21 EX SMS	2.7



HBA	Emulex LPE10000 E	N/A		Fiber Channel Interface Card	1		
FMP	N3980-213D	F86890K8100 587		FMP8	1		
Sub-System	Mobile ID						
Server	R710	3JL3JN1	SMS06		1	224-4848	
				Processor, Xeon, X5560	1	317-0200	
				Processor, Xeon, X5560	1	317-1212	
				Memory, 4GB, Dual RDIMM	8	317-0371	
				HDD, 300GB, 15K, 2.5, SAS	6	341-9157	
Software					1		REDHAT ENTERPRISE 4.7
					1		AFIS21 EX SMS 2.7
HBA	Emulex LPE10000 E	N/A		Fiber Channel Interface Card	1		
FMP	N3980-213D	F86890K8100 592		FMP8	1		
Sub-System	Mobile ID						
Server	R710	DHCQNM1	MID01		1	224-4848	
				Processor, Xeon, X5570	1	317-0200	
				Processor, Xeon, X5570	1	317-1212	
				Memory, 2GB, Dual RDIMM	6	317-0371	
				HDD, 300GB, 15K, 2.5, SAS	6	341-9157	
Software					1	421-1620	Server 2008 R2, STD, 4 CLIENTS
EXTERNAL							
Sub-System							
Server	PE1430SC	JQC0JD1	IMARS		1		
				Processor, Xeon Woodcrest	2	TW952	
				Memory, 2gb, dual in-line	2	GM431	
				HDD, 146gb, 10k, SAS	3	WR711	
Monitor	2007FP	MX0C953646			1		



		6347945DWS					
Modem	SM56USB SL	1N750070005 37CXT		USB External, SupraMax	1		
NIC	DGE-560T	SK561732009 15		PCI Epress Gigait	1		
					1	MS Server 2003 Std, 40 CAL	SP2
					1	PC Anywhere	12.0
					1	Acronis True Image Ent. Server	9.1
					1	Crystal Reports Server	X1
					1	MS OFC PRO PLS 07 W32 EN	
					1	IMARS Core Software 03	1.1.0.0
					1	IMARS System Monitor Component	1.1.0.0
					1	IMARS Report Generation Package	1.1.0.0
					1	IMARS Server Support License Upgrade (SC x 1, GTC x 4, GIPC x 4, SMS x 4)	1.1.0.0
					1	IMARS Client Support License Upgrade x 35	1.1.0.0
					1	PostgresSQL	8.0
					1	Apache Tomcat	4.1
					1	Oracle Data Provider for .NET	
					1	Oracle Client	10.2.0
Sub-System							
Printserver	GX745	975QNC1	PS01		1		
				Processor, Duo-Conroe	1	GM152	
				Memory, dual in-line, 1gb	2	PN424	
				HDD, 80gb, 10k, S2	1	0C319	
Monitor	2007FP	MX0C953658 83479442FS			1		



Printer	4500DT	PMT302096		Xerox Phaser	1			
Printer	4500DT	PMT302097		Xerox Phaser	1			
					1		MSXPP	SP2
					1		PC Anywhere	12.0
					1		NEC Printserver	1.0.3019
Sub-System								
Server	PE1430SC	BR46PC1	MVS01		1			
				Processor, Xeon Woodcrest	2	LGA771		
				Memory, 2gb, dual in-line	4	NP948		
				HDD, 73gb, 10k, SAS	4	H8799		
Monitor	2007FP	MXQC953646 63472M-2JML			1			
Scanner	Epson 10000XL	FVS0008661			1			
Scanner ADF	EU21	70160927			1			
					1		MS Server 2003 Std, 40 CAL	SP2
					1		PC Anywhere	12.0
					1		AccuPrint Server	3.3
					1		Metalix FedSumit Card	2.0
Sub-System								
Server	PE1430SC	CR46PC1	MVS02		1			
				Processor, Xeon Woodcrest	2	LGA771		
				Memory, 2gb, dual in-line	4	NP948		
				HDD, 73gb, 10k, SAS	4	H8799		
Monitor	2007FP	MXQC953646 63472M-2D2L			1			
Scanner	Epson 10000XL	FVS0008663			1			
Scanner ADF	EU21	70160923			1			
					1		MS Server 2003 Std, 40 CAL	SP2



					1		PC Anywhere	12.0
					1		AccuPrint Server	3.3
					1		Metalix FedSumit Card	2.0
Sub-System								
Workstation	GX745	4Q42RD1	CJDC50		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Flashbus	3043	IT688027		Spectrim Lite	1			
Monitor	2007FP	MX0C953646 63479459WS			1			
Monitor	2007FP	MX0C953646 63479459VS			1			
Printer	P3005	SCNJ1D5252 8			1			
Scanner	V700 PHOTO	G2YW019782			1			
Scanner	CS2				1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		GWS-TL (FP) Upgrade	25.0.0.2
					1		Oracle Client	10G
					1		ULW	5.1.5
					1		LEX Pro	1.0
Sub-System								
Workstation	GX745	DQ42RD1	GWSV01		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Monitor	2007FP	MX0G324H-						



		74262-111L						
Monitor	2007FP	MX0C953646 634783353S			1			
Printer	P3005	SCNJ1D5515 6			1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		GWS - Verification Upgrade (FP)	25.0.0.2
					1		Oracle Client	10G
Sub-System								
Workstation	GX745	BL42RD1	GWSV02		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Monitor	2007PF	MX0G324H- 74262-1ECL						
Monitor	2007FP	MX0C953646 6347945AJS			1			
Printer	P3005	SCNJ1D5515 5			1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		GWS - Verification Upgrade (FP)	25.0.0.2
					1		Oracle Client	10G
Sub-System								



Workstation	GX745	JP42RD1	GWSV03		1		
				Processor, Duo-Conroe	1	GM152	
				Memory, dual in-line, 1gb	2	PN424	
				HDD, 80gb, 10k, S2	1	0C319	
Monitor	2007FP	MX0G324H-74262-126L					
Monitor	2007FP	MX0C95364663479A1Y9S			1		
Printer	P3005	SCNJ1D55876			1		
					1		MSXPP SP2
					1		Nistpack 4.1
					1		WSQ Plugin 1.0
					1		AccuPrint Plugin 1.0
					1		GWS - Verification Upgrade (FP) 25.0.0.2
					1		Oracle Client 10G
Sub-System							
Workstation	GX745	BP42RD1	GWSV04		1		
				Processor, Duo-Conroe	1	GM152	
				Memory, dual in-line, 1gb	2	PN424	
				HDD, 80gb, 10k, S2	1	0C319	
Monitor	2007FP	MX0G324H-74262-10YL					
Monitor	2007FP	MX0C95364663479A1YAS			1		
Printer	P3005	SCNJ1D52543			1		
					1		MSXPP SP2
					1		Nistpack 4.1
					1		WSQ Plugin 1.0



					1		AccuPrint Plugin	1.0
					1		GWS - Verification Upgrade (FP)	25.0.0.2
					1		Oracle Client	10G
Sub-System								
Workstation	GX745	BQ42RD1	GWSV05		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Monitor	2007FP	MX0G324H-74262-1FAL						
Monitor	2007FP	MX0C95364663478335MS			1			
Printer	P3005	SCNJ1D55830			1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		GWS - Verification Upgrade (FP)	25.0.0.2
					1		Oracle Client	10G
Sub-System								
Workstation	GX745	GP42RD1	GNSW10		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Monitor	2007FP	MX0G324H-74262-1FAL						
Monitor	2007FP	MX0C9536466347945ANS			1			
Printer	P3005	SCNJ1F54702			1			
Scanner	V700 PHOTO	G2YW019759			1			



Barcode Reader	WLP-4170 CCD	61127809			1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		NSW (FP) Upgrade	3.2.0.2
					1		GWS-TL (FP) Upgrade	25.0.0.2
					1		Oracle Client	10G
					1		ULW	5.1.5
					1		LEX Pro	1.0
Sub-System								
Workstation	GX745	7Q42RD1	GNSW1 1		1			
				Processor, Duo-Conroe	1	GM152		
				Memory, dual in-line, 1gb	2	PN424		
				HDD, 80gb, 10k, S2	1	0C319		
Monitor	2007FP	MX0G324H- 74262-127L						
Monitor	2007FP	MX0C953646 6347945AAS			1			
Printer	P3005	SCNJ1F5469 7			1			
Scanner	V700 PHOTO	G2YW019773			1			
Barcode Reader	WLP-4170 CCD	61127530			1			
					1		MSXPP	SP2
					1		Nistpack	4.1
					1		WSQ Plugin	1.0
					1		AccuPrint Plugin	1.0
					1		NSW (FP) Upgrade	3.2.0.2
					1		GWS-TL (FP) Upgrade	25.0.0.2
					1		Oracle Client	10G
					1		ULW	5.1.5
					1		LEX Pro	1.0



Sub-System								
Workstation	990	J9yfxq1	GNSW12		1			
				Processor, I7-2600	1	WXGXH		
				Memory, dual in-line, 1gb	1	TW149		
				HDD, 250gb, 10k, S2	2	XDNFF		
Monitor	2007FP	MX0G324H-74262-135N			1			
Monitor		MX0G324H-74262-1EFL			1			
Printer	P3015 V700	VNBCC6H2WW			1			
Scanner	PHOTO	G2YW067118			1			
							MSXPP	SP3
							Nistpack	4.1
							WSQ Plugin	1.0
							Accuprint Plugin	1.0
							GWS-TL(FP) Upgrade	25.0.02
							Oracle Client	10G
							ULW	5.9
							LEX Pro	1.0
Sub-System								
Mobile ID	IBIS-Extreme		MID		50	231-351		2.41
Sub-System								
NIC	NC364T			PCIe, 4Pt, Gigabit	1			
NIC	NC364T			PCIe, 4Pt, Gigabit	1			



Remote site AFIS Hardware:

Equipment Type	Model	Serial Number or Service Tag #	Host Name / Device ID	Internal Configuration	Count	Part Number	OS / Middleware / Application S/W
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Customer: MSP Grand Rapids Forensic Laboratory

Sub-System

Workstation	GX745	338DJD1	GRCL05		1		
				Processor, Duo-Conroe	1	GM152	
				Memory, dual in-line, 1gb	2	PN424	
				HDD, 80gb, 10k, S2	1	0C319	
Flashbus	3043	IT687755		Spectrim Lite	1	3043	
Monitor	2007FP	MX0C9536466347944HNS			1		
Monitor	2007FP	MX0C95364663479442FS			1		
Printer	P3005	SCNJ1D52531			1		
Scanner	CS2				1		
					1		MSXPP
					1		Nistpack
					1		WSQ Plug In
					1		Aware Print Plug In
					1		GWS-L (FP) Upgrade
					1		Oracle Client
					1		ULW
					1		LEX Pro

Sub-System

Customer: Dearborn Police Department

Sub-System

Workstation	GX745	438DJD1	DBPD60		1		
				Processor, Duo-Conroe	1	GM152	
				Memory, dual in-line, 1gb	2	PN424	
				HDD, 80gb, 10k, S2	1	0C319	



Flashbus	3043	IT687765		Spectrim Lite	1	3043	
Monitor	2007FP	MX0C9536466347944GMS			1		
Monitor	2007FP	MX0C9536466347944HJS			1		
Printer	P3005	SCNJ1D52536			1		
Scanner	CS2				1		
					1		MSXPP
					1		Nistpack
					1		WSQ Plug In
					1		Aware Print Plug In
					1		GWS-L (FP) Upgrade
					1		Oracle Client
					1		ULW
					1		LEX Pro

Sub-System

Customer: MSP Lansing Forensic Laboratory

Sub-System

Workstation	GX745	F28DJD1	LSCL09		1		
				Processor, Duo-Conroe	1	GM152	
				Memory, dual in-line, 1gb	2	PN424	
				HDD, 80gb, 10k, S2	1	0C319	
Flashbus	3043	IT687766		Spectrim Lite	1	3043	
Monitor	2007FP	MX0C9536466347945AGS			1		
Monitor	2007FP	MX0C95364663478335US			1		
Printer	P3005	SCNJ1D52751			1		
Scanner	CS2				1		
					1		MSXPP
					1		Nistpack
					1		WSQ Plug In
					1		Aware Print Plug In
					1		GWS-L (FP) Upgrade
					1		Oracle Client



					1		ULW
					1		LEX Pro

Sub-System

Customer: Taylor Police Department

Sub-System

Workstation	GX745	G28DJD1	TLPD63		1		
				Processor, Duo-Conroe	1	GM152	
				Memory, dual in-line, 1gb	2	PN424	
				HDD, 80gb, 10k, S2	1	0C319	
Flashbus	3043	IT687770		Spectrim Lite	1	3043	
Monitor	2007FP	MX0C9536466347945AES			1		
Monitor	2007FP	MX0C9536466347945DWS			1		
Printer	P3005	SCNJ1D52815			1		
Scanner	CS2				1		
					1		MSXPP
					1		Nistpack
					1		WSQ Plug In
					1		Aware Print Plug In
					1		GWS-L (FP) Upgrade
					1		Oracle Client
					1		ULW
					1		LEX Pro

Sub-System

Customer: MSP Grayling Forensic Laboratory

Sub-System

Workstation	GX745	J28DJD1	GLCL07		1		
				Processor, Duo-Conroe	1	GM152	
				Memory, dual in-line, 1gb	2	PN424	
				HDD, 80gb, 10k, S2	1	0C319	
Flashbus	3043	IT687771		Spectrim Lite	1		



Monitor	2007FP	MX0C9536466347945ACS			1		
Monitor	2007FP	MX0C95364663479A1J6S			1		
Printer	P3005	SCNJ1D52532			1		
Scanner	CS2				1		
					1		MSXPP
					1		Nistpack
					1		WSQ Plug In
					1		Aware Print Plug In
					1		GWS-L (FP) Upgrade
					1		Oracle Client
					1		ULW
					1		LEX Pro

Sub-System

Customer: Grand Rapids Police Department

Sub-System

Workstation	GX745	5W32RD1	GRPD80		1		
				Processor, Duo-Conroe	1	GM152	
				Memory, dual in-line, 1gb	2	PN424	
				HDD, 80gb, 10k, S2	1	0C319	
Flashbus	3043	IT687778		Spectrim Lite	1	3043	
Monitor	2007FP	MX0C9536466347945AFS			1		
Monitor	2007FP	MX0C9536466347945A5S			1		
Printer	P3005	SCNJ1D52750			1		
Scanner	CS2				1		
					1		MSXPP
					1		Nistpack
					1		WSQ Plugin
					1		AccuPrint Plugin
					1		GWS-L (FP) Upgrade
					1		Oracle Client
					1		ULW
					1		LEX Pro



Sub-System							
Customer:	Livonia Police Department						
Sub-System							
Workstation	GX745	6V32RD1	LVPD62		1		
				Processor, Duo-Conroe	1	GM152	
				Memory, dual in-line, 1gb	2	PN424	
				HDD, 80gb, 10k, S2	1	0C319	
Flashbus	3043	IT687795		Spectrim Lite	1	3043	
Monitor	2007FP	MX0C9536466347945A6S			1		
Monitor	2007FP	MX0C9536466347945A2S			1		
Printer	P3005	SCNJ1D52813			1		
Scanner	CS2				1		
					1		MSXPP
					1		Nistpack
					1		WSQ Plugin
					1		AccuPrint Plugin
					1		GWS-L (FP) Upgrade
					1		Oracle Client
					1		ULW
					1		LEX Pro
Sub-System							
Customer:	Detroit Police Department						
Sub-System							
Workstation	GX745	CW32RD1	DTPD61		1		
				Processor, Duo-Conroe	1	GM152	
				Memory, dual in-line, 1gb	2	PN424	
				HDD, 80gb, 10k, S2	1	0C319	
Flashbus	3043	IT687951		Spectrim Lite	1	3043	
Monitor	2007FP	MX0C9536466347944J3S			1		
Monitor	2007FP	MX0C95364663479459YS			1		
Printer	P3005	SCNJ1D52539			1		
Scanner	CS2				1		
					1		MSXPP



					1		Nistpack
					1		WSQ Plugin
					1		AccuPrint Plugin
					1		GWS-L (FP) Upgrade
					1		Oracle Client
					1		ULW
					1		LEX Pro

Sub-System

Customer: MSP Marquette Forensic Laboratory

Sub-System

Workstation	GX745	FP42RD1	MQCL06		1		
				Processor, Duo-Conroe	1	GM152	
				Memory, dual in-line, 1gb	2	PN424	
				HDD, 80gb, 10k, S2	1	0C319	
Flashbus	3043	IT687988		Spectrim Lite	1		
Monitor	2007FP	MX0C9536466347944J0S			1		
Monitor	2007FP	MX0C9536466347944HUS			1		
Printer	P3005	SCNJ1D52812			1		
Scanner	CS2				1		
					1		MSXPP
					1		Nistpack
					1		WSQ Plugin
					1		AccuPrint Plugin
					1		GWS-L (FP) Upgrade
					1		Oracle Client
					1		ULW
					1		LEX Pro

Sub-System

Customer: Redford TWP Police Department

Sub-System

Workstation	GX745	GQ42RD1	RTPD64		1		
				Processor, Duo-Conroe	1	GM152	



				Memory, dual in-line, 1gb	2	PN424	
				HDD, 80gb, 10k, S2	1	0C319	
Flashbus	3043	IT687989		Spectrim Lite	1		
Monitor	2007FP	MX0C95364663479A1YPS			1		
Monitor	2007FP	MX0C9536466347945AWS			1		
Printer	P3005	SCNJ1D52534			1		
Scanner	CS2				1		
					1		MSXPP
					1		Nistpack
					1		WSQ Plugin
					1		AccuPrint Plugin
					1		GWS-L (FP) Upgrade
					1		Oracle Client
					1		ULW
					1		LEX Pro

Sub-System

Customer: **Lansing Police Department**

Sub-System

Workstation	GX745	JQ42RD1	LSPD65		1		
				Processor, Duo-Conroe	1	GM152	
				Memory, dual in-line, 1gb	2	PN424	
				HDD, 80gb, 10k, S2	1	0C319	
Flashbus	3043	IT688010		Spectrim Lite	1		
Monitor	2007FP	MX0C95364663479A1Y7S			1		
Monitor	2007FP	MX0C95364663479A1Y8S			1		
Printer	P3005	SCNJ1D52746			1		
Scanner	CS2				1		
					1		MSXPP
					1		Nistpack
					1		WSQ Plugin
					1		AccuPrint Plugin
					1		GWS-L (FP) Upgrade



					1		Oracle Client
					1		ULW
					1		LEX Pro

Sub-System

Customer: **Oakland County Sheriff**

Sub-System

Workstation	GX745	3J6DJD1	OCSD71		1		
				Processor, Duo-Conroe	1	GM152	
				Memory, dual in-line, 1gb	2	PN424	
				HDD, 80gb, 10k, S2	1	0C319	
Flashbus	3043	IT688023		Spectrim Lite	1		
Monitor	2007FP	MX0C9536466347833EKS			1		
Monitor	2007FP	MX0C95364663478335LS			1		
Printer	P3005	SCNJ1D52814			1		
Scanner	V700 PHOTO	G2YW019763			1		
Scanner	CS2				1		
					1		MSXPP
					1		Nistpack
					1		WSQ Plugin
					1		AccuPrint Plugin
					1		GWS-TL (FP) Upgrade
					1		Oracle Client
					1		ULW
					1		LEX Pro

Sub-System

Customer: **MSP Northville Forensic Laboratory**

Sub-System

Workstation	GX745	5Q42RD1	NVCL02		1		
				Processor, Duo-Conroe	1	GM152	
				Memory, dual in-line, 1gb	2	PN424	
				HDD, 80gb, 10k, S2	1	0C319	
Flashbus	3043	IT688039		Spectrim Lite	1		



Monitor	2007FP	MX0C9536466347945DYS			1		
Monitor	2007FP	MX0C9536466347945ADS			1		
Printer	P3005	SCNJ1D52749			1		
Scanner	CS2				1		
					1		MSXPP
					1		Nistpack
					1		WSQ Plugin
					1		AccuPrint Plugin
					1		GWS-L (FP) Upgrade
					1		Oracle Client
					1		ULW
					1		LEX Pro

Sub-System

Customer: MSP Northville Forensic Laboratory #2

Sub-System

Workstation	GX745	BX7DKN1	NVCL12		1		
				Processor, Duo-Conroe	1	GM152	
				Memory, dual in-line, 1gb	2	PN424	
				HDD, 146gb, 10k, S2	1		
Flashbus	3043	IT620141		FlashBus MV Lite	1		
Monitor	2007FP	MX0C9536466347945DYS			1		
Monitor	2007FP	MX0C9536466347945ADS			1		
Printer	P3005	SCNJ1D52749			1		
Camera Adapter	DC-700	T106909			1		awfax32
Camera	Sony XC-ST50	275411			1		wsq_dll.dll
Kaiser	RS 2XA				1		GWS-L application
Fibre Lite	MI-150	4374758			1		FlashBus MV
					1		MSXPP
					1		Nistpack
					1		WSQ Plugin
					1		AccuPrint Plugin
					1		GWS-L (FP) Upgrade



					1		Oracle Client
					1		ULW
					1		LEX Pro

Sub-System

Customer: MSP Lansing Forensic Laboratory #2

Workstation	GX745	2R42RD1	ELCL01		1		
				Processor, Duo-Conroe	1	GM152	
				Memory, dual in-line, 1gb	2	PN424	
				HDD, 80gb, 10k, S2	1	0C319	
Flashbus	3043	IT688044		Spectrim Lite	1		
Monitor	2007FP	MX0C9536466347945ALS			1		
Monitor	2007FP	MX0C9536466347944HVS			1		
Printer	P3005	SCNJ1D52538			1		
Scanner	CS2				1		
					1		MSXPP
					1		Nistpack
					1		WSQ Plugin
					1		AccuPrint Plugin
					1		GWS-L (FP) Upgrade
					1		Oracle Client
					1		LEX Pro
					1		ULW

Sub-System

Customer: Wyoming Police Department

Sub-System

Workstation	GX745	3R42RD1	WYPD88		1		
				Processor, Duo-Conroe	1	GM152	
				Memory, dual in-line, 1gb	2	PN424	
				HDD, 80gb, 10k, S2	1	0C319	
Flashbus	3043	IT688080		Spectrim Lite	1		
Monitor	2007FP	MX0C9536466347945A9S			1		



Monitor	2007FP	MX0C9536466347944HTS			1		
Printer	P3005	SCNJ1D52533			1		
Scanner	V700 PHOTO	G2YW019781			1		
Scanner	CS2				1		
					1		MSXPP
					1		WSQ Plugin
					1		Nistpack
					1		WSQ Plugin
					1		AccuPrint Plugin
					1		GWS-TL (FP) Upgrade
					1		Oracle Client
					1		ULW
					1		LEX Pro

Sub-System

Customer: MSP Bridgeport Forensic Laboratory

Sub-System

Workstation	GX745	7P42RD1	BPCL04		1		
				Processor, Duo-Conroe	1	GM152	
				Memory, dual in-line, 1gb	2	PN424	
				HDD, 80gb, 10k, S2	1	0C319	
Flashbus	3043	IT688085		Spectrim Lite	1		
Monitor	2007FP	MX0C9536466347945A7S			1		
Monitor	2007FP	MX0C9536466347944J1S			1		
Printer	P3005	SCNJ1D52752			1		
Scanner	CS2				1		
					1		MSXPP
					1		Nistpack
					1		WSQ Plugin
					1		AccuPrint Plugin
					1		GWS-L (FP) Upgrade
					1		Oracle Client
					1		ULW



					1		LEX Pro
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Sub-System

Customer: Sterling Heights Forensic Laboratory

Sub-System

Workstation	GX745	1Q42RD1	SHCL03		1		
				Processor, Duo-Conroe	1	GM152	
				Memory, dual in-line, 1gb	2	PN424	
				HDD, 80gb, 10k, S2	1	0C319	
Flashbus	3043	IT688085		Spectrim Lite	1		
Monitor	2007FP	MX0C95364663479A1J7S			1		
Monitor	2007FP	MX0C95364663479A1J8S			1		
Printer	P3005	SCNJ1D52818			1		
Scanner	CS2				1		
					1		MSXPP
					1		Nistpack
					1		WSQ Plugin
					1		AccuPrint Plugin
					1		GWS-L (FP) Upgrade
					1		Oracle Client
					1		ULW
					1		LEX Pro

Sub-System

Customer: Ottawa County Sheriff

Sub-System

Workstation	GX745	9Q42RD1	OTCS82		1		
				Processor, Duo-Conroe	1	GM152	
				Memory, dual in-line, 1gb	2	PN424	
				HDD, 80gb, 10k, S2	1	0C319	
Flashbus	3043	IT688093		Spectrim Lite	1		
Monitor	2007FP	MX0C95364663472L2LHL			1		
Monitor	2007FP	MX0C9536466347945DVS			1		
Printer	P3005	SCNJ1D55157			1		
Scanner	CS2				1		



					1		MSXPP
					1		Nistpack
					1		WSQ Plugin
					1		AccuPrint Plugin
					1		GWS-L (FP) Upgrade
					1		Oracle Client
					1		ULW
					1		LEX Pro

Sub-System

Customer: Battle Creek Police Department

Sub-System

Workstation	GX745	CP42RD1	BCPD86		1		
				Processor, Duo-Conroe	1	GM152	
				Memory, dual in-line, 1gb	2	PN424	
				HDD, 80gb, 10k, S2	1	0C319	
Flashbus	3043	IT688098		Spectrim Lite	1		
Monitor	2007FP	MX0C9536466347945AMS			1		
Monitor	2007FP	MX0HF7304663477O4LPL			1		
Printer	P3005	SCNJ1D55877			1		
Scanner	CS2				1		

					1		MSXPP
					1		Nistpack
					1		WSQ Plugin
					1		AccuPrint Plugin
					1		GWS-L (FP) Upgrade
					1		Oracle Client
					1		ULW
					1		LEX Pro

Sub-System

Customer: Flint Police Department

Sub-System

Workstation	GX745	6J6DJD1	FLPD75		1		
				Processor, Duo-Conroe	1	GM152	



				Memory, dual in-line, 1gb	2	PN424	
				HDD, 80gb, 10k, S2	1	0C319	
Flashbus	3043	IT688274		Spectrim Lite	1		
Monitor	2007FP	MX0C9536466347833UGS			1		
Monitor	2007FP	MX0C953646634783361S			1		
Printer	P3005	SCNJ1F55944			1		
Scanner	CS2				1		
					1		MSXPP
					1		Nistpack
					1		WSQ Plugin
					1		AccuPrint Plugin
					1		GWS-L (FP) Upgrade
					1		Oracle Client
					1		ULW
					1		LEX Pro
Sub-System							
Mobile-ID	IBIS-Extreme		MID		50	231-351	



Appendix E – Intentionally Deleted

Header retained for reference



Appendix F – Cost Tables

Please see Appendix D – AFIS Existing Equipment and Appendix H – Product Detail for Deliverable Options, for additional details.

<u>Deliverable & Description</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Maintenance & Operations on current system		
Total Cost for 5 Years		\$2,462,232.33
Year 1		
MSP Landing Server Upgrade (1/1/12 – 12/31/12)		\$937.00
MSP Report Server Upgrade (1/1/12 – 12/31/12)		\$1,061.00
MSP AFIS and DAS Database Upgrade (1/1/12 – 12/31/12)		\$5,850.00
MSP Core AFIS (1/1/12 – 12/31/12)		\$424,849.08
Year 1-MSP AFIS Subtotal (1/1/12 – 12/31/12)		\$432,697.08
BAFO Discount		(\$30,288.80)
Year 1 - MSP AFIS Total (1/1/12 – 12/31/12)	\$33,534.02	\$402,408.28
Year 2		
MSP Northville Lab GWS-L upgrade (1/1/13 – 12/31/13)		\$6,300.00
MSP GWS-TVN w/ 7 Monitors upgrade (9/1/13 – 12/31/13) - (for partial year after warranty ends on 8/30/13)		\$2,014.67
MSP MID Upgrade (10/1/13 – 12/31/13) - (for partial year after warrant y ends on 9/31/13)		\$9,558.75
MSP Core AFIS (1/1/12 – 12/31/12)		\$402,408.28
Annual CPI cost adjustment (to MSP core AFIS)		\$12,072.25
Year 2 - MSP AFIS Total (1/1/13 – 12/31/13)	See below	\$432,383.95
Monthly for 1/1/13 – 8/30/13	\$35,065.04	
Monthly for 9/1/13 – 9/31/11 (GWS-TVN w/7 Monitor maintenance added after warranty ends)	\$35,568.71	
Monthly for 10/1/13 – 12/31/11 (MID Upgrade maintenance added after warranty ends)	\$38,764.96	
Year 3		
MSP GWS-TVN with 7 Monitors upgrade (1/1/14 – 12/31/14)		\$6,644.00
MSP MID Upgrade (1/1/14 – 12/31/14)		\$38,355.00
MSP Core AFIS (1/1/14 – 12/31/14)		\$420,780.53



<u><i>Deliverable & Description</i></u>	<u><i>Unit Cost</i></u>	<u><i>Total Cost</i></u>
Annual CPI cost adjustment (to MSP core AFIS)		\$12,623.42
Year 3 - MSP AFIS Total (1/1/14 – 12/31/14)	\$39,866.91	\$478,402.94
Year 4		
MSP Core AFIS (1/1/15 – 12/31/15)		\$478,402.94
Annual CPI cost adjustment (to MSP core AFIS)		\$14,352.09
Year 4 - MSP AFIS Totals (1/1/15 – 12/31/15)	\$41,062.92	\$492,755.03
Year 5		
MSP Core AFIS (1/1/15 – 12/31/15)		\$492,755.03
Annual CPI cost adjustment (to MSP core AFIS)		\$14,782.65
Year 5 - MSP AFIS Totals (1/1/16 – 12/31/16)	\$42,294.81	\$507,537.68



Deliverable & Description

Total Cost

II. Real Time Disaster Recovery

DELIVERABLE II - OPTION 1 (3000 Daily MID)

Hardware

Integra-ID AFIS Matching Subsystem **\$482,153.00**

- 42U Racks
- DXF-TC, DMMM, UDB, IPC, UDB, and Landing Servers
- SAN Storage
- Tape Library
- Network Switches

iFW Full Function Workstation (Tenprint Latent Verify NSW) x 3 **\$17,457.00**

- Dell Optiplex 990 Desktop PC w/ Dual Monitors w/ Windows 7 x 3
- Epson V700 Flatbed Scanner x 3
- Sony Digital Latent Camera & Accessories x 3
- HP 3015D B&W Laser Printer x 3

Total Hardware: **\$499,610.00**

Software

3rd Party Software (Including Oracle SE1 and Microsoft SQL Server) \$39,161.00

AFIS Subsystem & Reporting Applications and Licenses \$961,721.45

AFIS Archive Applications and Licenses \$348,610.00

iFW Full Function Workstation (Tenprint Latent Verify NSW) x 3 \$90,774.00

Total Software: **\$1,440,266.45**

System Implementation	Hours	Average Rate	Total Price
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Requirements	599	\$82.33	\$49,315.67
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- Develop Requirements document
- Develop Interface Control Document (ICD)
- Develop Statement of Work (SOW)
- Review technical requirements with MSP staff
- Internal review with NEC Technical Staff
- Requirement Approval
- Iterative Review Cycle
- Program Management

System Integration	10,966	\$135.61	\$1,487,126.84
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- Contract Management
- Review Technical Documentation



- Design Services
- Material Management
- Create Detailed Specification and Transition/Installation Plan
- Design and implement workflows
- Setup system
- Configure backend system
- Perform integration test
- Design system workflow
- SQA and Validation
- System Test
- Program Management

Site Deployment	1,713	\$98.72	\$169,132.04
<ul style="list-style-type: none"> • Travel • Hardware Installation • Support Software Installation on Disaster Recovery including: <ul style="list-style-type: none"> ○ Technical Testing ○ Regression Testing ○ User Acceptance Testing • Support Post Installation • Program Management • Technical Documentation 			

Total System Implementation	13,278		\$1,705,574.55
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2 Year Warranty			Included
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SUBTOTAL			\$3,645,451.00
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BAFO Strategic One Time Discount			(\$408,696.60)
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TOTAL FOR DELIVERABLE II - OPTION 1			\$3,236,754.40
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DELIVERABLE II - OPTION 2 (6000 Daily MID, 200 Latent, & 200 Palm Latent)			
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Hardware			
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Integra-ID AFIS Matching Subsystem			\$723,520.00
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- 42U Racks
- DXF-TC, DMMM, UDB, IPC, UDB, and Landing Servers
- SAN Storage
- Tape Library
- Network Switches

iFW Full Function Workstation (Tenprint Latent Verify NSW) x 3			\$17,457.00
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- Dell Optiplex 990 Desktop PC w/ Dual Monitors w/ Windows 7 x 3
- Epson V700 Flatbed Scanner



Sony Digital Latent Camera & Accessories
 HP 3015D B&W Laser Printer

Total Hardware: **\$740,977.00**

Software

3rd Party Software (Including Oracle SE1 and Microsoft SQL Server)	\$39,161.00
AFIS Subsystem & Reporting Applications and Licenses	\$1,136,090.00
AFIS Archive Applications and Licenses	\$348,610.00
iFW Full Function Workstation (Tenprint Latent Verify NSW) x 3	\$90,774.00

Total Software: **\$1,614,635.00**

System Implementation	Hours	Average Rate	Total Price
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Requirements	599	\$82.33	\$49,315.67
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- Develop Requirements document
- Develop Interface Control Document (ICD)
- Develop Statement of Work (SOW)
- Review technical requirements with MSP staff
- Internal review with NEC Technical Staff
- Requirement Approval
- Iterative Review Cycle
- Program Management

System Integration	11,645	\$136.10	\$1,584,860.76
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- Contract Management
- Review Technical Documentation
- Design Services
- Material Management
- Create Detailed Specification and Transition/Installation Plan
- Design and implement workflows
- Setup system
- Configure backend system
- Perform integration test
- Design system workflow
- SQA and Validation
- System Test
- Program Management

Site Deployment	1,793	\$98.73	\$177,047.57
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- Travel
- Hardware Installation
- Support Software Installation on Disaster Recovery including:
 - Technical Testing



- Regression Testing
- User Acceptance Testing
- Support Post Installation
- Program Management
- Technical Documentation

Total System Implementation	14,037	\$1,811,224.00
2 Year Warranty		Included
SUBTOTAL		\$4,166,836.00
BAFO Strategic One Time Discount		(\$586,519.00)
TOTAL FOR DELIVERABLE II - OPTION 2		\$3,580,317.00



III. End of Life

DELIVERABLE III - PHASE 1 (Archive)

Hardware

Integra-ID Archive Subsystem	\$145,855.00
42U Rack	
DXT-TC and UDB Servers	
SAN Storage	
Tape Library	
Network Switches	

Total Hardware:	\$145,855.00
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Software

3rd Party Software (Including Oracle SE and Microsoft SQL Server)	\$83,998.00
AFIS Subsystem Applications and Licenses	\$183,528.00
AFIS Archive & Reporting Applications and Licenses	\$152,777.00

Total Software:	\$420,303.00
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System Implementation	Hours	Average Rate	Total Price
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Requirements	410	\$83.02	\$34,038.20
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- Develop Requirements document
- Develop Interface Control Document (ICD)
- Develop Statement of Work (SOW)
- Review technical requirements with MSP staff
- Internal review with NEC Technical Staff
- Requirement Approval
- Iterative Review Cycle
- Program Management

System Integration	2,344	\$136.98	\$321,079.80
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- Contract Management
- Review Technical Documentation
- Design Services
- Material Management
- Create Detailed Specification and Transition/Installation Plan
- Design and implement workflows
- Setup system
- Configure backend system
- Perform integration test
- Design system workflow



<ul style="list-style-type: none"> • SQA and Validation • System Test • Program Management 			
Site Deployment	756	\$98.75	\$74,655.00
<ul style="list-style-type: none"> • Travel • Hardware Installation • Support Test on Systems Primary, including <ul style="list-style-type: none"> ○ Technical Testing ○ Regression Testing ○ User Acceptance Testing • Support Post Installation • Program Management • Technical Documentation 			
Total System Implementation	3,510		\$429,773.00
2 Year Warranty			Included
SUBTOTAL			\$995,931.00
BAFO Strategic One Time Discount			\$0.00
TOTAL FOR DELIVERABLE III - PHASE 1 (Archive)			\$995,931.00
DELIVERABLE III - PHASE 2 (MobileID)			
Hardware			
Integra-ID AFIS Matching Subsystem			\$113,273.00
DMMM, MU, IPC, and Landing Servers			
Network Switches			
iFW Verification Workstations x 2			\$4,236.00
Dell Optiplex 990 Desktop PC w/ Dual Monitors w/ Windows 7 x 2			
Total Hardware:			\$117,509.00
Software			
3rd Party Software			\$10,142.00
AFIS Subsystem Applications and Licenses			\$334,114.00
iFW Tenprint Verification Licenses x 2			\$30,556.00
Total Software:			\$374,812.00
System Implementation	Hours	Average Rate	Total Price
Requirements	294	\$83.55	\$24,563.70
<ul style="list-style-type: none"> • Develop Requirements document • Develop Interface Control Document (ICD) • Develop Statement of Work (SOW) • Review technical requirements with MSP staff 			



<ul style="list-style-type: none"> • Internal review with NEC Technical Staff • Requirement Approval • Iterative Review Cycle • Program Management 	6,913	\$136.82	\$945,821.81
System Integration			
<ul style="list-style-type: none"> • Contract Management • Review Technical Documentation • Design Services • Material Management • Create Detailed Specification and Transition/Installation Plan • Design and implement workflows • Setup system • Configure backend system • Perform integration test • Design system workflow • SQA and Validation • System Test • Program Management 			
Site Deployment	297	\$98.23	\$29,164.49
<ul style="list-style-type: none"> • Travel • Hardware Installation • Support Test on Systems Primary, including <ul style="list-style-type: none"> ○ Technical Testing ○ Regression Testing ○ User Acceptance Testing • Support Post Installation • Program Management • Technical Documentation 			
Total System Implementation	7,504		\$999,550.00
2 Year Warranty			Included
SUBTOTAL			\$1,491,871.00
BAFO Strategic One Time Discount			\$0.00
TOTAL FOR DELIVERABLE III - PHASE 2 (MobileID)			\$1,491,871.00
DELIVERABLE III - PHASE 3 (Tenprint)			
Hardware			
Integra-ID AFIS Matching Subsystem			\$318,269.00
Additional 42U Racks			
Additional DXF-TC and MU Servers			



Additional SAN Enclosures and Drives	
iFW Tenprint Verification Workstations x 9 (Central Site x 7, Wyoming PD x 1, Oakland PD x 1)	\$32,673.00
Dell Optiplex 990 Desktop PC w/ Dual Monitors w/ Windows 7 x 11	
Epson V700 Flatbed Scanner x 11	
HP 3015D B&W Laser Printer x 11	
Informatics WCS 3905 Barcode Reader x 1	
Card Printing Solution	\$5,279.00
Print Server x 1	
Xerox Phaser 4510DT NIST Quality Card Printers x 2	

Total Hardware:	\$356,221.00
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Software	
3rd Party Software	\$11,171.00
AFIS Subsystem Applications and Licenses	\$345,168.00
iFW Tenprint Verification Licenses x 9	\$138,478.00

Total Software:	\$494,817.00
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System Implementation	Hours	Average Rate	Total Price
Requirements	438	\$82.32	\$36,056.16
<ul style="list-style-type: none"> • Develop Requirements document • Develop Interface Control Document (ICD) • Develop Statement of Work (SOW) • Review technical requirements with MSP staff • Internal review with NEC Technical Staff • Requirement Approval • Iterative Review Cycle • Program Management 			
System Integration	4,285	\$136.72	\$585,832.07
<ul style="list-style-type: none"> • Contract Management • Review Technical Documentation • Design Services • Material Management • Create Detailed Specification and Transition/Installation Plan • Design and implement workflows • Setup system • Configure backend system • Perform integration test • Design system workflow • SQA and Validation • System Test 			



<ul style="list-style-type: none"> • Program Management 			
Site Deployment	1,095	\$99.12	\$108,522.77
<ul style="list-style-type: none"> • Travel • Hardware Installation • Support Test on Systems Primary, including <ul style="list-style-type: none"> ○ Technical Testing ○ Regression Testing ○ User Acceptance Testing • Support Post Installation • Program Management • Technical Documentation 			
Total System Implementation	5,818		\$730,411.00
2 Year Warranty			Included
SUBTOTAL			\$1,581,449.00
BAFO Strategic One Time Discount			(\$295,536.62)
TOTAL FOR DELIVERABLE III - PHASE 3 (Tenprint)			\$1,285,912.38
DELIVERABLE III - PHASE 4 (Latent)			
Hardware			
Integra-ID AFIS Matching Subsystem			\$245,777.00
Additional 42U Racks			
Additional MU Servers			
iFW Latent Workstations (Remote Sites) x 19			\$96,976.00
Dell Optiplex 990 Desktop PC w/ Dual Monitors w/ Windows 7 x 19			
Sony Digital Latent Camera & Accessories x 19			
HP 3015D B&W Laser Printer x 19			
Upgrade Central Site, Wyoming PD, and Oakland PD Workstations to Latent			\$17,395.00
Sony Digital Latent Camera & Accessories x 7			
Total Hardware:			\$360,148.00
Software			
AFIS Subsystem Applications and Licenses			\$67,522.00
iFW Latent Licenses (Remote Sites) x 19			\$431,490.00
Upgrade License for Central Site, Wyoming PD, and Oakland PD Workstations to Latent x 7			\$97,223.00
Total Software:			\$596,235.00
System Implementation Requirements	Hours	Average Rate	Total Price
	438	\$81.32	\$35,618.16
<ul style="list-style-type: none"> • Develop Requirements document • Develop Interface Control Document (ICD) 			



<ul style="list-style-type: none"> • Develop Statement of Work (SOW) • Review technical requirements with MSP staff • Internal review with NEC Technical Staff • Requirement Approval • Iterative Review Cycle • Program Management 	799	\$136.10	\$108,745.24
System Integration			
<ul style="list-style-type: none"> • Contract Management • Review Technical Documentation • Design Services • Material Management • Create Detailed Specification and Transition/Installation Plan • Design and implement workflows • Setup system • Configure backend system • Perform integration test • Design system workflow • SQA and Validation • System Test • Program Management 			
Site Deployment	728	\$99.59	\$72,481.60
<ul style="list-style-type: none"> • Travel • Hardware Installation • Support Test on Systems Primary, including <ul style="list-style-type: none"> ○ Technical Testing ○ Regression Testing ○ User Acceptance Testing • Support Post Installation • Program Management • Technical Documentation 			
Total System Implementation	1,965		\$216,845.00
2 Year Warranty			Included
SUBTOTAL			\$1,173,228.00
BAFO Strategic One Time Discount			(\$233,432.67)
TOTAL FOR DELIVERABLE III - PHASE 4 (Latent)			\$939,795.33



V Additional Latent and Ten-print workstations

GWS - LATENT Workstations

Hardware

GWS - Latent Workstation	\$4,695.00
Dell Optiplex 990 Desktop PC w/ Dual Monitors - Win XP	
Sony Digital Latent Camera & Accessories	
HP 3015D B&W Laser Printer	

Total Hardware:	\$4,695.00
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Software

GWS - Latent Finger & Palm License	\$48,895.00
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Total Software:	\$48,895.00
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System Implementation	Total Price
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Integration and Site Deployment	\$7,500.00
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- Contract Management (Flat Fee)
- Material Management
- Travel
- Hardware Installation
- Technical Testing
- Training

Total System Implementation	\$7,500.00
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2 Year Warranty	Included
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Subtotal	\$61,090.00
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BAFO Strategic One Time Discount	(\$11,302.00)
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TOTAL FOR GWS - LATENT Workstations	\$49,788.00
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TOTAL FOR 10 GWS - LATENT Workstations (including volume discount)	\$472,986.00
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GWS - Tenprint Workstations

Hardware

GWS - Tenprint Workstation	\$3,000.00
Dell Optiplex 990 Desktop PC w/ Dual Monitors - Win XP	
Epson V700 Flatbed Scanner x 11	
Informatics WCS 3905 Barcode Reader x 1	



HP 3015D B&W Laser Printer

Total Hardware: **\$3,000.00**

Software

GWS - Tenprint Finger & Palm License \$56,137.00

Total Software: **\$56,137.00**

System Implementation

Total Price

Integration and Site Deployment

\$7,500.00

(Flat Fee)

- Contract Management
- Material Management
- Travel
- Hardware Installation
- Technical Testing
- Training

Total System Implementation **\$7,500.00**

2 Year Warranty **Included**

Subtotal **\$66,637.00**

BAFO Strategic One Time Discount **(\$12,328.00)**

TOTAL FOR GWS - TENPRINT Workstations **\$54,309.00**

TOTAL FOR 10 GWS - TENPRINT Workstations (including volume discount) **\$515,935.50**

GWS - Full Function Tenprint Verify NSW Latent (TVNL) Workstation

Hardware

GWS - TVNL Workstation **\$5,551.00**

- Dell Optiplex 990 Desktop PC w/ Dual Monitors - Win XP
- Sony Digital Latent Camera & Accessories
- Epson V700 Flatbed Scanner x 11
- Informatics WCS 3905 Barcode Reader x 1
- HP 3015D B&W Laser Printer

Total Hardware: **\$5,551.00**

Software

GWS - TVNL Finger & Palm License \$81,556.00

Total Software: **\$81,556.00**



System Implementation	Total Price
Integration and Site Deployment	\$7,500.00
<ul style="list-style-type: none"> • Contract Management • Material Management • Travel • Hardware Installation • Technical Testing • Training 	(Flat Fee)
Total System Implementation	\$7,500.00
2 Year Warranty	Included
Subtotal	\$94,607.00
BAFO Strategic One Time Discount	(\$17,502.00)
TOTAL FOR GWS - TVNL Workstations	\$77,105.00
TOTAL FOR 10 GWS - TVNL Workstations (including volume discount)	\$732,497.50
Integra-ID iFW - LATENT Workstations	
Hardware	
iFW - Latent Workstation	\$5,198.00
Dell Optiplex 990 Desktop PC w/ Dual Monitors w/ Windows 7	
Sony Digital Latent Camera & Accessories	
HP 3015D B&W Laser Printer	
Total Hardware:	\$5,198.00
Software	
iFW - Latent Finger & Palm License	\$29,059.00
Total Software:	\$29,059.00
System Implementation	
Integration and Site Deployment	\$7,500.00
<ul style="list-style-type: none"> • Contract Management • Material Management • Travel • Hardware Installation • Technical Testing 	(Flat Fee)



- Training

Total System Implementation **\$7,500.00**

2 Year Warranty **Included**

Subtotal **\$41,757.00**

BAFO Strategic One Time Discount **(\$2,088.00)**

TOTAL FOR iFW - LATENT Workstations **\$39,669.00**

TOTAL FOR 10 iFW - LATENT Workstations (including volume discount) **\$353,432.00**

Integra-ID iFW - Tenprint Workstations

Hardware

iFW - Tenprint Workstation **\$3,569.00**

- Dell Optiplex 990 Desktop PC w/ Dual Monitors w/ Windows 7
- Epson V700 Flatbed Scanner x 11
- Informatics WCS 3905 Barcode Reader x 1
- HP 3015D B&W Laser Printer

Total Hardware: **\$3,569.00**

Software

iFW - Tenprint Finger & Palm License \$21,243.00

Total Software: **\$21,243.00**

System Implementation **Total Price**

Integration and Site Deployment **\$7,500.00**

- Contract Management (Flat Fee)
- Material Management
- Travel
- Hardware Installation
- Technical Testing
- Training

Total System Implementation **\$7,500.00**

2 Year Warranty **Included**

Subtotal **\$32,312.00**

BAFO Strategic One Time Discount **(\$1,616.00)**



TOTAL FOR iFW - Tenprint Workstations **\$30,696.00**

TOTAL FOR 10 iFW - Tenprint Workstations (including volume discount) **\$281,507.19**

Integra-ID iFW - Full Function Tenprint Verify NSW Latent (TVNL) Workstation

Hardware

iFW - TVNL Workstation **\$6,054.00**

- Dell Optiplex 990 Desktop PC w/ Dual Monitors
- Sony Digital Latent Camera & Accessories
- Epson V700 Flatbed Scanner x 11
- Informatics WCS 3905 Barcode Reader x 1
- HP 3015D B&W Laser Printer

Total Hardware: **\$6,054.00**

Software

iFW - TVNL Finger & Palm License \$37,298.00

Total Software: **\$37,298.00**

System Implementation **Total Price**

Integration and Site Deployment **\$7,500.00**

- Contract Management (Flat Fee)
- Material Management
- Travel
- Hardware Installation
- Technical Testing
- Training

Total System Implementation **\$7,500.00**

2 Year Warranty **Included**

Subtotal **\$50,852.00**

BAFO Strategic One Time Discount **(\$2,543.00)**

TOTAL FOR iFW - TVNL Workstations **\$48,309.00**

TOTAL FOR 10 iFW - TVNL Workstations (including volume discount) **\$423,748.14**



VI Additional Mobile Devices

DELIVERABLE VI - OPTION 1 (L-1 Ibis Extreme)

Hardware	
L-1 Ibis Extreme	\$1,923.00
Total Hardware:	\$1,923.00

Software	
IDCheck Application for Blackberry, Android, MDT, Web	\$671.00
Total Software:	\$671.00

System Implementation	Total Price
Integration and Installation	\$240.00 <small>(Flat Fee)</small>
Total System Implementation	\$240.00
2 Year Warranty	Included

TOTAL FOR DELIVERABLE VI - OPTION 1 (L-1 Ibis Extreme) \$2,834.00

Volume Pricing	
Unit Price for (50) L-1 Ibis Extreme	\$2,751.00
Unit Price for (100) L-1 Ibis Extreme	\$2,662.00
Unit Price for (250) L-1 Ibis Extreme	\$2,593.00
Unit Price for (500 or more) L-1 Ibis Extreme	\$2,510.00

DELIVERABLE VI - OPTION 2 (CrossMatch Verifier)

Hardware	
CrossMatch Verifier mW	\$1,584.00
Total Hardware:	\$1,584.00

Software	
IDCheck Application for Blackberry, Android, MDT, Web	\$671.00
Total Software:	\$671.00

System Implementation	Total Price
Integration and Installation	\$240.00 <small>(Flat Fee)</small>
Total System Implementation	\$240.00
2 Year Warranty	Included

TOTAL FOR DELIVERABLE VI - OPTION 2 (CrossMatch Verifier) \$2,495.00

Volume Pricing	
Unit Price for (50) CrossMatch Verifier Solution	\$2,342.00
Unit Price for (100) CrossMatch Verifier Solution	\$2,253.00
Unit Price for (250) CrossMatch Verifier Solution	\$2,184.00



Unit Price for (500 or more) CrossMatch Verifier Solution

\$2,101.00



VII Updated MobileID requirements

DELIVERABLE VII - OPTION 1 (UAF Functionality)

Hardware

None \$0.00

Total Hardware: **\$0.00**

Software

None \$0.00

Total Software: **\$0.00**

System Implementation	Hours	Average Rate	Total Price
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Requirements	40	\$89.34	\$3,573.60
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- Develop Requirements document
- Develop Interface Control Document (ICD)
- Develop Statement of Work (SOW)

System Integration	400	\$187.43*	\$74,971.85
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- Contract Management
- Review Technical Documentation
- Design Services
- Material Management
- Create Detailed Specification and Transition/Installation Plan
- Design and implement workflows
- SQA and Validation
- Program Management

Total System Implementation	440		\$78,545.45
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*Priced as a stand-alone project. If purchased with other options, a discount may apply.

2 Year Warranty	Included
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TOTAL FOR DELIVERABLE VII - OPTION 1 (UAF Functionality) \$78,545.45

DELIVERABLE VII - OPTION 2 (UAF and 3000 Daily MID)

Hardware

AFIS 21 FMP8 Matching Subsystem \$195,622.00

Total Hardware: **\$195,622.00**



Software			
Subsystem Applications and Licenses			\$53,145.00
Total Software:			\$53,145.00
System Implementation			
	Hours	Average Rate	Total Price
Requirements	40	\$89.34	\$3,573.60
<ul style="list-style-type: none"> • Develop Requirements document • Develop Interface Control Document (ICD) • Develop Statement of Work (SOW) 			
System Integration	3,201	\$135.33	\$433,194.48
<ul style="list-style-type: none"> • Contract Management • Review Technical Documentation • Design Services • Material Management • Create Detailed Specification and Transition/Installation Plan • Design and implement workflows • SQA and Validation • Program Management 			
Site Deployment	1,167	\$102.76	\$119,920.92
<ul style="list-style-type: none"> • Travel • Hardware Installation • Support Test on Systems Primary, including <ul style="list-style-type: none"> ○ Technical Testing ○ Regression Testing ○ User Acceptance Testing • Support Post Installation • Program Management 			
Total System Implementation	4,408		\$556,689.00
2 Year Warranty			Included
SUBTOTAL			\$805,456.00
BAFO Strategic One Time Discount			(\$136,341.71)
TOTAL FOR DELIVERABLE VII - OPTION 2 (UAF and 3000 Daily MID)			\$669,114.29
DELIVERABLE VII - OPTION 3 (UAF and 6000 Daily MID)			
Hardware			
AFIS 21 FMP8 Matching Subsystem			\$782,488.00
Total Hardware:			\$782,488.00



Software			
Subsystem Applications and Licenses			\$212,580.00
Total Software:			\$212,580.00
System Implementation			
	Hours	Average Rate	Total Price
Requirements	40	\$89.34	\$3,573.60
<ul style="list-style-type: none"> • Develop Requirements document • Develop Interface Control Document (ICD) • Develop Statement of Work (SOW) 			
System Integration	3,201	\$135.33	\$433,194.48
<ul style="list-style-type: none"> • Contract Management • Review Technical Documentation • Design Services • Material Management • Create Detailed Specification and Transition/Installation Plan • Design and implement workflows • SQA and Validation • Program Management 			
Site Deployment	1,167	\$102.76	\$119,920.92
<ul style="list-style-type: none"> • Travel • Hardware Installation • Support Test on Systems Primary, including <ul style="list-style-type: none"> ○ Technical Testing ○ Regression Testing ○ User Acceptance Testing • Support Post Installation • Program Management 			
Total System Implementation	4,408		\$556,689.00
2 Year Warranty			Included
SUBTOTAL			\$1,551,757.00
BAFO Strategic One Time Discount			(\$437,867.53)
TOTAL FOR DELIVERABLE VII - OPTION 3 (UAF and 6000 Daily MID)			\$1,113,889.47



VIII Minimum AFIS Disaster Recovery

DELIVERABLE VIII - Minimum Disaster Recovery

Hardware			
S&F Server			\$14,039.00
Total Hardware:			\$14,039.00

Software			
Subsystem Applications and Licenses			\$0.00
Total Software:			\$0.00

System Implementation	Hours	Average Rate	Total Price
Requirements	24	\$89.34	\$2,144.16

- Develop Requirements document
- Develop Interface Control Document (ICD)
- Develop Statement of Work (SOW)

System Integration	489	\$136.78	\$66,883.04
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- Contract Management
- Review Technical Documentation
- Design Services
- Material Management
- Create Detailed Specification and Transition/Installation Plan
- Design and implement workflows
- SQA and Validation
- Program Management

Site Deployment	160	\$98.93	\$15,828.80
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- Travel
- Hardware Installation
- Support Test on Systems Primary, including
 - Technical Testing
 - Regression Testing
 - User Acceptance Testing
- Support Post Installation
- Program Management

Total System Implementation	673		\$84,856.00
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2 Year Warranty			Included
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SUBTOTAL			\$98,895.00
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BAFO Strategic One Time Discount			(\$16,777.14)
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TOTAL FOR DELIVERABLE VIII - Minimum Disaster Recovery			\$82,117.86
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IX Archive Scan Upgrade



DELIVERABLE IX - Archive Scan Upgrade			
Hardware			
Hardware			\$0.00
Total Hardware:			\$0.00
Software			
Software			\$0.00
Total Software:			\$0.00
System Implementation	Hours	Average Rate	Total Price
System Integration	118	\$136.01	\$16,049.00
<ul style="list-style-type: none"> • Design Services • Design and implement workflows • SQA and Validation • Program Management 			
Total System Implementation			\$16,049.00
2 Year Warranty			Included
SUBTOTAL			\$16,049.00
BAFO Strategic One Time Discount			\$0.00
TOTAL FOR DELIVERABLE IX - Archive Scan Upgrade			\$16,049.00



Maintenance for future purchases (Options II - IX) For 3 Years of Maintenance after 2 Year Warranty	Average Monthly Price	Total Price
Maintenance Deliverable II - DR Option 1 (3000 Daily MID)		
3 Years of Maintenance after 2 Year Warranty	\$19,407.76	\$698,679.40
Maintenance Deliverable II - DR Option 2 (6000 Daily MID)		
3 Years of Maintenance after 2 Year Warranty	\$22,735.46	\$818,476.50
Maintenance Deliverable III - EOL (Phase 1 Archive)		
3 Years of Maintenance after 2 Year Warranty	\$7,637.27	\$274,941.74
Maintenance Deliverable III - EOL (Phase 2 MobileID)		
3 Years of Maintenance after 2 Year Warranty	\$14,109.87	\$507,955.42
Maintenance Deliverable III - EOL (Phase 3 Tenprint)		
3 Years of Maintenance after 2 Year Warranty	\$9,156.10	\$329,619.76
Maintenance Deliverable III - EOL (Phase 4 Latent)		
3 Years of Maintenance after 2 Year Warranty	\$12,709.61	\$457,545.93
Maintenance Deliverable V - GWS Latent		
3 Years of Maintenance after 2 Year Warranty	\$540.91	\$19,472.67
Maintenance Deliverable V - GWS Tenprint		
3 Years of Maintenance after 2 Year Warranty	\$412.12	\$14,836.32
Maintenance Deliverable V - GWS Tenprint Latent		
3 Years of Maintenance after 2 Year Warranty	\$643.94	\$23,181.75
Maintenance Deliverable V - Integra-ID iFW Latent		
3 Years of Maintenance after 2 Year Warranty - Qty 1	\$582.12	\$20,956.30
3 Years of Maintenance after 2 Year Warranty - Qty 10 (includes volume discount)	\$5,699.36	\$341,961.44
Maintenance Deliverable V - Integra-ID iFW Tenprint		
3 Years of Maintenance after 2 Year Warranty - Qty 1	\$400.10	\$14,403.59
3 Years of Maintenance after 2 Year Warranty - Qty 10 (includes volume discount)	\$2,280.57	\$136,834.14
Maintenance Deliverable V - Integra-ID iFW Tenprint Latent		
3 Years of Maintenance after 2 Year Warranty - Qty 1	\$676.13	\$24,340.84



3 Years of Maintenance after 2 Year Warranty - Qty 10 (includes volume discount) \$3,853.97 \$231,237.96

Maintenance Deliverable VI - MobileID Devices Option 1 (IBIS Extreme)

3 Years of Maintenance after 2 Year Warranty - Per Unit for Qty 1	\$37.23	\$2,233.82
3 Years of Maintenance after 2 Year Warranty - Per Unit for Qty 50	\$36.43	\$2,186.04
3 Years of Maintenance after 2 Year Warranty - Per Unit for Qty 100	\$35.64	\$2,138.25
3 Years of Maintenance after 2 Year Warranty - Per Unit for Qty 250	\$34.84	\$2,090.47
3 Years of Maintenance after 2 Year Warranty - Per Unit for Qty 500 or more	\$34.04	\$2,042.69

Maintenance Deliverable VI - MobileID Devices Option 2 (CrossMatch Verifier)

3 Years of Maintenance after 2 Year Warranty - Per Unit for Qty 1	\$27.70	\$1,661.76
3 Years of Maintenance after 2 Year Warranty - Per Unit for Qty 50	\$26.90	\$1,613.98
3 Years of Maintenance after 2 Year Warranty - Per Unit for Qty 100	\$26.10	\$1,566.20
3 Years of Maintenance after 2 Year Warranty - Per Unit for Qty 250	\$25.31	\$1,518.41
3 Years of Maintenance after 2 Year Warranty - Per Unit for Qty 500 or more	\$24.51	\$1,470.63

Maintenance Deliverable VII - Updated MID requirements Option 1 (UAF Functionality)

3 Years of Maintenance after 2 Year Warranty	\$0.00	\$0.00
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Maintenance Deliverable VII - Updated MID requirements Option 2 (UAF and 3000 Daily MID)

3 Years of Maintenance after 2 Year Warranty	\$710.13	\$25,564.83
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Maintenance Deliverable VII - Updated MID requirements Option 3 (UAF and 6000 Daily MID)

3 Years of Maintenance after 2 Year Warranty	\$3,232.39	\$116,366.20
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Maintenance Deliverable VIII- Minimum DR

3 Years of Maintenance after 2 Year Warranty	\$141.07	\$5,078.35
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Maintenance Deliverable IX- Archive Scan Upgrade

3 Years of Maintenance after 2 Year Warranty	\$0.00	\$0.00
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Appendix G

NEC CORPORATION OF AMERICA

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7. LIMITATION OF LIABILITY. RESERVED – Refer to Article 2.

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11. GOVERNING LAW. RESERVED – Refer to Article 2.



**Appendix H
Product Detail for Deliverable Options**

Please refer to Deliverables II through IX, in Section 1.104 – Work and Deliverable, And in Appendix F – Cost Tables

Deliverable II-Option 1

HARDWARE

MFR	Product	Qty
Dell	4220 Rack	3
Dell	PowerEdge R710 - 2U/Server	2
Dell	PowerEdge R710 - 2U/Server	1
Dell	PowerEdge T610 - 5U/Server	1
Dell	M100e Blade Enclosure (10U)	3
Dell	PowerEdge M610 (Blade Server)	38
Dell	PowerEdge M610 (Blade Server)	2
Dell	PowerEdge M610 (Blade Server)	2
NEC	D4-30 SAN	1
Dell	PowerVault TL2000 Tape Drive	1
Dell	Brocade 300 Switch	1
Dell	PowerConnect 5424 Switch	2
Dell	RPS-600	1
Dell	Optiplex 960 Mini Tower	3
Epson	V700 Professional Flatbed Scanner	3
Sony	Sony XC-ST51 CCD Camera & Accessories	3
Imaging Source	Frame Grabber DFG/SV1	3
Camera Connector	Camera Connector	3
HP	HP 3015D (USB 2.0 Direct Connect) Printer	3
Belkin	Printer Cable	3

**SOFTWARE**

MFR	Product	Qty
Oracle	Oracle 11gR2 SE1 RDBMS	2
Netvault	NetVault Bakbone	1
Acronis	Acronis Backup Software V.9.1	5
Microsoft	SQL Server with 30 CALs	1
ArGo	ArGoSoft Mail Server	1
AWARE	WSQ 1000 for Sever	2
AWARE	WSQ 1000 AccuScan Accuprint for PC	3
NEC	Matching Subsystem License	1
NEC	DXF-Core (FP) License	1
NEC	DXF IPC License	2
NEC	DXF SM License	1
NEC	DXF Fusion License	1
NEC	DXF ELMA License	1
NEC	DXF System Admin & Reports License	1
NEC	DXF LS License	1
NEC	DXF CCH License	1
NEC	DXF MS License	1
NEC	DXF NIST SSO License	1
NEC	DXF ESSO License	1
NEC	DXF ULW License	1
NEC	Archive Subsystem License	1
NEC	DXF Archive Module License	1
NEC	DXF Web Archive 1-100 License	1
NEC	DXF Archive Manager License	1
NEC	DXF-TVL (FP) Workstation License	3

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



Deliverable II-Option 2

HARDWARE

MFR	Product	Qty
Dell	4220 Rack	4
Dell	PowerEdge R710 - 2U/Server	2
Dell	PowerEdge R710 - 2U/Server	1
Dell	PowerEdge T610 - 5U/Server	1
Dell	M100e Blade Enclosure (10U)	5
Dell	PowerEdge M610 (Blade Server)	64
Dell	PowerEdge M610 (Blade Server)	2
Dell	PowerEdge M610 (Blade Server)	2
NEC	D4-30 SAN	1
Dell	PowerVault TL2000 Tape Drive	1
Dell	Brocade 300 Switch	1
Dell	PowerConnect 5424 Switch	2
Dell	RPS-600	1
Dell	Optiplex 960 Mini Tower	3
Epson	V700 Professional Flatbed Scanner	3
Sony	Sony XC-ST51 CCD Camera & Accessories	3
Imaging Source	Frame Grabber DFG/SV1	3
Camera Connector	Camera Connector	3
HP	HP 3015D (USB 2.0 Direct Connect) Printer	3
Belkin	Printer Cable	3

SOFTWARE

MFR	Product	Qty
Oracle	Oracle 11gR2 SE1 RDBMS	2
Netvault	NetVault Bakbone	1
Acronis	Acronis Backup Software V.9.1	5
Microsoft	SQL Server with 30 CALs	1



ArGo	ArGoSoft Mail Server	1
AWARE	WSQ 1000 for Sever	2
AWARE	WSQ 1000 AccuScan Accuprint for PC	3
NEC	Matching Subsystem License	1
NEC	DXF-Core (FP) License	1
NEC	DXF IPC License	2
NEC	DXF SM License	1
NEC	DXF Fusion License	1
NEC	DXF ELMA License	1
NEC	DXF System Admin & Reports License	1
NEC	DXF LS License	1
NEC	DXF CCH License	1
NEC	DXF MS License	1
NEC	DXF NIST SSO License	1
NEC	DXF ESSO License	1
NEC	DXF ULW License	1
NEC	Archive Subsystem License	1
NEC	DXF Archive Module License	1
NEC	DXF Web Archive 1-100 License	1
NEC	DXF Archive Manager License	1
NEC	DXF-TVL (FP) Workstation License	3

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

Deliverable III-Phase 1

HARDWARE

MFR	Product	Qty
Dell	4220 Rack	1
Dell	PowerEdge R710 - 2U/Server	2



Dell	PowerEdge T610 - 5U/Server	2
NEC	D4-30 SAN	2
Dell	PowerVault TL2000 Tape Drive	1
Dell	Brocade 300 Switch	2
Dell	PowerConnect 2808 Switch	1
Dell	PowerConnect 5424 Switch	2
Dell	RPS-600	1

SOFTWARE

MFR	Product	Qty
Oracle	Oracle 11gR2 SE RDBMS	4
Oracle	Oracle 11gR2 RAC SE RDBMS	4
Netvault	NetVault Bakbone	1
Acronis	Acronis Backup Software V.9.1	2
Microsoft	SQL Server Standard R2 Processor License	2
ArGo	ArGoSoft Mail Server	1
NEC	Archive Subsystem License	1
NEC	DXF Web Archive 1-100 License	1
NEC	DXF Archive Manager License	1
NEC	DXF Archive System Admin and Reports License	1
NEC	DXF Archive Module License	1

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

Deliverable III-Phase 2

HARDWARE

MFR	Product	Qty
Dell	PowerEdge R710 - 2U/Server	2
Dell	M100e Blade Enclosure (10U)	1



Dell	PowerEdge M610 (Blade Server)	6
Dell	PowerEdge M610 (Blade Server)	2
Dell	PowerEdge M610 (Blade Server)	2
Barracuda	Load Balancer 340 Switch	2
Dell	Optiplex 960 Mini Tower	2

SOFTWARE

MFR	Product	Qty
Acronis	Acronis Backup Software V.9.1	3
AWARE	WSQ 1000 for Server	2
NEC	Matching Subsystem License	1
NEC	DXF-Core (FP) License	2
NEC	DXF IPC License	2
NEC	DXF-TV (FP) Workstation License	2

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

Deliverable III-Phase 3

HARDWARE

MFR	Product	Qty	Notes
Dell	4220 Rack	2	
Dell	PowerEdge R710 - 2U/Server	2	
Dell	M100e Blade Enclosure (10U)	2	
Dell	PowerEdge M610 (Blade Server)	30	
NEC	D4-30 SAN Enclosures	2	
Dell	Optiplex 960 Mini Tower	7	For Central Site - 2 PCs already installed during Mobil
Epson	V700 Professional Flatbed Scanner	9	For Central Site
HP	HP 3015D (USB 2.0 Direct Connect) Printer	9	For Central Site



Belkin	Printer Cable	9	For Central Site
Informatics	Wasp WCS 3905 Barcode Scanner	1	For Central Site
Dell	Optiplex 960 Mini Tower	1	For Oakland PD
Epson	V700 Professional Flatbed Scanner	1	For Oakland PD
HP	HP 3015D (USB 2.0 Direct Connect) Printer	1	For Oakland PD
Belkin	Printer Cable	1	For Oakland PD
Dell	Optiplex 960 Mini Tower	1	For Wyoming PD
Epson	V700 Professional Flatbed Scanner	1	For Wyoming PD
HP	HP 3015D (USB 2.0 Direct Connect) Printer	1	For Wyoming PD
Belkin	Printer Cable	1	For Wyoming PD
Dell	Optiplex 960 Small Form Factor Tower	1	
Xerox	Phaser 4510DT Fingerprint Card Printer	2	
Quest	256mb Memory for Card Printer	2	

SOFTWARE

MFR	Product	Qty	
Acronis	Acronis Backup Software V.9.1	1	
AWARE	WSQ 1000 AccuScan Accuprint for PC	9	
AWARE	WSQ 1000 Accuprint for PC	2	
NEC	Matching Subsystem License Upgrade	1	
NEC	DXF PRT License	1	
NEC	DXF SM License	1	
NEC	DXF Fusion License	1	
NEC	DXF ELMA License	1	
NEC	DXF LS License	1	
NEC	DXF CCH License	1	
NEC	DXF MS License	1	
NEC	DXF NIST SSO License	1	
NEC	DXF ULW License	1	



NEC	DXF-TV (FP) Workstation License	7	Central Site Licenses - 2 already installed in MobileID
NEC	DXF-TV (FP) Workstation License	2	Oakland and Wyoming Workstations

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

Deliverable III-Phase 4

HARDWARE

MFR	Product	Qty	Notes
Dell	4220 Rack	1	
Dell	M100e Blade Enclosure (10U)	2	
Dell	PowerEdge M610 (Blade Server)	28	
Sony	Sony XC-ST51 CCD Camera & Accessories	5	Add to existing Central Site Workstations
Imaging Source	Frame Grabber DFG/SV1	5	Add to existing Central Site Workstations
Camera Connector	Camera Connector	5	Add to existing Central Site Workstations
Dell	Optiplex 960 Mini Tower	19	For Remote Agencies
Sony	Sony XC-ST51 CCD Camera & Accessories	19	For Remote Agencies
Imaging Source	Frame Grabber DFG/SV1	19	For Remote Agencies
Camera Connector	Camera Connector	19	For Remote Agencies
HP	HP 3015D (USB 2.0 Direct Connect) Printer	19	For Remote Agencies
Belkin	Printer Cable	19	For Remote Agencies
Sony	Sony XC-ST51 CCD Camera & Accessories	1	Add to existing Oakland Workstation
Imaging Source	Frame Grabber DFG/SV1	1	Add to existing Oakland Workstation
Camera Connector	Camera Connector	1	Add to existing Oakland Workstation
Sony	Sony XC-ST51 CCD Camera & Accessories	1	Add to existing Wyoming PD Workstation
Imaging Source	Frame Grabber DFG/SV1	1	Add to existing Wyoming PD Workstation



Camera Connector	Camera Connector	1	Add to existing Wyoming PD Workstation
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SOFTWARE

MFR	Product	Qty	
AWARE	WSQ 1000 Accuprint for PC	19	
NEC	Matching Subsystem License Upgrade	1	
NEC	DXF-L (FP) Workstation License	26	

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

Deliverable V - Option Legacy GWS

HARDWARE

MFR	Product	Qty	Notes
Dell	Optiplex 960 Mini Tower	1	Tenprint Only
Epson	V700 Professional Flatbed Scanner	1	Tenprint Only
HP	HP 3015D (USB 2.0 Direct Connect) Printer	1	Tenprint Only
Belkin	Printer Cable	1	Tenprint Only
Informatics	Wasp WCS 3905 Barcode Scanner	1	Tenprint Only
Dell	Optiplex 960 Mini Tower	1	Latent Only
Sony	Sony XC-ST51 CCD Camera & Accessories	1	Latent Only
Aegis	Axeon PCI Card	1	Latent Only
HP	HP 3015D (USB 2.0 Direct Connect) Printer	1	Latent Only
Belkin	Printer Cable	1	Latent Only
			Latent Only
Dell	Optiplex 960 Mini Tower	1	
Sony	Sony XC-ST51 CCD Camera	1	Full Function Tenprint and Latent
Aegis	Axeon PCI Card	1	Full Function Tenprint and Latent
Epson	V700 Professional Flatbed Scanner	1	Full Function Tenprint and Latent



HP	HP 3015D (USB 2.0 Direct Connect) Printer	1	Full Function Tenprint and Latent
Belkin	Printer Cable	1	Full Function Tenprint and Latent
Informatics	Wasp WCS 3905 Barcode Scanner	1	Full Function Tenprint and Latent

SOFTWARE

MFR	Product	Qty	Notes
Windows	Client License	1	Tenprint Only
AWARE	Accuprint Plugin	1	Tenprint Only
Mentalix	Runtime API	1	Tenprint Only
Windows	Client License	1	Latent Only
AWARE	Accuprint Plugin	1	Latent Only
Windows	Client License	1	Full Function Tenprint and Latent
AWARE	Accuprint Plugin	1	Full Function Tenprint and Latent
Mentalix	Runtime API	1	Full Function Tenprint and Latent
NEC	GWS-TV-CORE-Workstation License	1	Tenprint Only
NEC	GWS-L-CORE-Workstation License	1	Latent Only
NEC	GWS-TLVN-CORE-Workstation License	1	Full Function Tenprint and Latent

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

Deliverable V - Option Integra iFW

HARDWARE

MFR	Product	Qty	Notes
Dell	Optiplex 960 Mini Tower	1	Tenprint Only
Epson	V700 Professional Flatbed Scanner	1	Tenprint Only
HP	HP 3015D (USB 2.0 Direct Connect) Printer	1	Tenprint Only



Belkin	Printer Cable	1	Tenprint Only
Informatics	Wasp WCS 3905 Barcode Scanner	1	Tenprint Only
Dell	Optiplex 960 Mini Tower	1	Latent Only
Sony	Sony XC-ST51 CCD Camera & Accessories	1	Latent Only
Imaging Source	Frame Grabber DFG/SV1	1	Latent Only
Camera Connector	Camera Connector	1	Latent Only
HP	HP 3015D (USB 2.0 Direct Connect) Printer	1	Latent Only
Belkin	Printer Cable	1	Latent Only
Dell	Optiplex 960 Mini Tower	1	Full Function Tenprint and Latent
Epson	V700 Professional Flatbed Scanner	1	Full Function Tenprint and Latent
Sony	Sony XC-ST51 CCD Camera & Accessories	1	Full Function Tenprint and Latent
Imaging Source	Frame Grabber DFG/SV1	1	Full Function Tenprint and Latent
Camera Connector	Camera Connector	1	Full Function Tenprint and Latent
HP	HP 3015D (USB 2.0 Direct Connect) Printer	1	Full Function Tenprint and Latent
Belkin	Printer Cable	1	Full Function Tenprint and Latent
Informatics	Wasp WCS 3905 Barcode Scanner	1	Full Function Tenprint and Latent

SOFTWARE

MFR	Product	Qty	
AWARE	WSQ 1000 Accuprint for PC	1	Tenprint Only
AWARE	WSQ 1000 Accuprint for PC	1	Latent Only
AWARE	WSQ 1000 AccuScan Accuprint for PC	1	Full Function Tenprint and Latent
NEC	DXF-TV (FP) Workstation License	1	Tenprint Only
NEC	DXF-L (FP) Workstation License	1	Latent Only
NEC	DXF-TVL (FP) Workstation License	1	Full Function Tenprint and Latent

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



suitable replacement.

Deliverable VI - Add MID Devices

HARDWARE

MFR	Product	Qty
L-1 (Option 1)	IBIS Extreme with Car Charger	1
Crossmatch (Option 2)	Verifier Mw	1

SOFTWARE

MFR	Product	Qty
L-1 (Option 1)	RDT4-SW-WSQ for IBIS Extreme	1
Aware	WSQ	1
NEC	DXF IDCheck Client License	1

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

Deliverable VII - Option 1

HARDWARE

MFR	Product	Qty
NEC	N3980-123D - FMP8	1
Dell	PE R610	1
Emulex	LPE 1150 Host Bus Adapter	1
NEC	FMP8 Rails	1



SOFTWARE

MFR	Product	Qty
NEC	Matching Subsystem License Upgrade	1

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

**Deliverable VII -
Option 2**

HARDWARE

MFR	Product	Qty
NEC	N3980-123D - FMP8	4
Dell	PE R710	1
Dell	PE R610	1
Emulex	LPE 1150 Host Bus Adapter	4
NEC	FMP8 Rails	4

SOFTWARE

MFR	Product	Qty
NEC	Matching Subsystem License Upgrade	1
NEC	SMS-Software	1

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



Deliverable VIII - Minimum DR

HARDWARE

MFR	Product	Qty
Dell	PowerEdge T610 Rack Mount	1
Dell	PowerConnect 2816	1

SOFTWARE

MFR	Product	Qty
None		

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

Deliverable IX - Archive Scan Upgrade

HARDWARE

MFR	Product	Qty
None		

SOFTWARE

MFR	Product	Qty
None		