



**State of New York
David Paterson Governor
Competitive Procurement for:**

Statewide Automated Biometric Identification System (SABIS) RFP CJS2007-03

CONTRACTING ENTITY	DCJS SOLE DESIGNATED CONTACT FOR INQUIRIES AND SUBMISSIONS
<p>State of New York acting by and through the Division of Criminal Justice Services (DCJS) Denise E. O'Donnell, Commissioner, On behalf of: Offices, departments, and agencies of the State of New York, certain political subdivisions and authorized users of the DCJS Statewide Automated Fingerprint Identification System</p>	<p>Ms. Kimberly Szady Director, Financial Administration New York State Division of Criminal Justice Services 4 Tower Place, 10th Floor Albany, NY 12203-3764</p> <p>All questions regarding this RFP must be submitted via electronic mail to the designated contact for this RFP Procurement.Officer@dcjs.state.ny.us Neither phone nor fax inquires will be accepted</p>

Calendar of Events	
Event	Date
1. RFP Release Date	June 16, 2008
2. Deadline for Submission of Pre-Bid Conference Questions	June 23, 4 p.m.
3. Pre-Bid Conference Registration Deadline	June 27, 4 p.m.
4. Mandatory Pre-Bid Conference* Time: 10:00 am - - 12:00 pm Location: NYS Division of Criminal Justice Services 4 th Floor Conference Room 80 Wolf Road Albany, NY 12205	July 1, 2008
5. Deadline for filing Mandatory Notice of Intent to Bid:*	July 3, 2008, 4 p.m.
6. Deadline for Submission of Vendors' Questions	July 3, 2008, 4 p.m.
7. Issuance of DCJS Response to Submitted Questions	July 25, 2008
8. BID PROPOSALS DUE DATE	August 15, 2008, 4 p.m.
9. Vendor Presentations	September 9 - 25, 2008 (to be scheduled by DCJS)
10. Site Evaluations	August 29 - October 10, 2008 (to be scheduled by DCJS)
11. Anticipated Notification of Award	November 7, 2008
12. Debriefing Request Deadline	November 21, 2008
13. Bid Protest Deadline	See Protest Procedure at Appendix H
14. Timeframe for Contract Approval	December 29, 2008
15. Timeframe for Replacement of the Ten Print & Latent Print System – See Project Schedule in Subsection 3.1.E	24 months from Contract Approval

*Mandatory Requirements: Filing of a *Notice of Intent to Bid* and attendance at the *Pre-Bid Conference* are mandatory prerequisites to further participation in this Procurement. DCJS reserves the right, in its sole discretion, to alter the information and schedule shown above. In such an event, DCJS will e-mail notice to vendors who have filed a timely Notice of Intent to Bid and publish the notification on its website at: <http://www.criminaljustice.state.ny.us/sabis>

ALL PROPOSALS SUBMITTED IN RESPONSE TO THIS RFP AND ALL QUESTIONS, COMMUNICATIONS AND SUBMISSIONS TO DCJS MUST BE WRITTEN IN THE ENGLISH LANGUAGE WITH QUANTITIES EXPRESSED USING ARABIC NUMERALS. ALL PRICES SHALL BE EXPRESSED, AND ALL PAYMENTS SHALL BE MADE, IN UNITED STATES DOLLARS (\$ USD). ANY PROPOSAL RECEIVED THAT DOES NOT MEET THE ABOVE CRITERIA MAY BE REJECTED AT THE SOLE OPTION OF DCJS.

NOTICE OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING AND CONTACTS

State Finance Law §139-j(6) requires that a governmental entity incorporate a summary of its policy and prohibitions regarding permissible contacts during a covered procurement. Pursuant to State Finance Law §§139-j and 139-k, this Request for Proposal (RFP) includes and imposes certain restrictions on communications between the Division of Criminal Justice Services (DCJS), a governmental entity and a vendor during the procurement process.

A vendor is restricted from making contacts from the earliest notice of intent to solicit offers including this Request for Proposal through final award and approval of the procurement contract by DCJS and the Office of the State Comptroller (“Restricted Period”) to other than the DCJS staff member who has been designated by DCJS as the sole procurement contact and who has been identified on the first page of this RFP. There are certain statutory exceptions set forth in State Finance Law §139-j(3)(a).

State Finance Law §139-k(4) obligates every governmental entity during the restricted period of a procurement contract to make a written record of any contacts made. The term “contact” is defined by statute and refers to those oral, written or electronic communications that a reasonable person would infer are attempts to influence the governmental procurement. The DCJS Office of Legal Services is required to make a determination of the responsibility of the vendor pursuant to State Finance Law §§139-j and 139-k. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four (4) year period, the vendor is debarred from obtaining governmental procurement contracts.

Additional information and guidance on the “Restricted Period” and permissible contacts can be found in the guidelines issued by the New York State Advisory Council on Procurement Lobbying, which can be found on the OGS website at:

<http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

Vendors must provide DCJS with a required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. The vendor must agree to the certification and complete the affirmation of such agreement included at Attachment 28 in Form 1: Offerer’s Affirmation of Understanding of an

Agreement Pursuant to State Finance Law §139-j(3) and §139-j(6)(b) and Form 3: Offerer's Certification of Compliance with State Finance Law §139-k(5), which are a mandatory submissions.

Sole Designated Procurement Contact

All Vendors are required to comply with Chapter 1 of the Laws of 2005, the Procurement Lobbying Act. All questions regarding this RFP must be submitted via electronic mail to the DCJS Sole Designated Contact for this procurement specified on the cover page of this RFP. Pursuant to the Procurement Lobbying Law the DCJS Sole Designated Contact for this procurement specified on the cover page of this RFP is designated as the DCJS Solicitation Contact for this procurement. All inquiries, questions, filings and submission of proposals that are submitted to any other individual or physical address shall not be considered as official, binding, or as having been received by the State. Pursuant to the Procurement Lobbying Law the DCJS Sole Designated Contact for this procurement specified on the cover page of this RFP is designated as the Designated Agency Contact for this procurement. During the Restricted Period for this RFP, all communications shall be directed to the DCJS Sole Designated Contact for this procurement.

DCJS may at its sole option change the sole designated contact and will make notification of such a change by electronic mail to vendors who have timely filed a Notice of Intent to Bid and through its website. The webpage Uniform Resource Locator (URL) is provided on the beginning pages of this RFP.

Prior Non-responsibility Determination Affirmation

New York State Finance Law §139-k(2) obligates a governmental entity to obtain specific information regarding all prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any governmental entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a governmental entity. The terms “Offerer” and “governmental entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such Contact does not fall within one of the exemptions).

The Offerer must agree to the certification and complete the affirmation of such agreement included at Attachment 28 in Form 2: Offerer’s Disclosure of Prior Non Responsibility Determinations, which is a mandatory submission.

Offerer Certification of Compliance with State Finance Law §139-k(5)

In addition to any other remedy at law or equity, the Division of Criminal Justice Services reserves the right to terminate this contract in the event it is found that the certification filed by the Prime Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Governmental Entity may exercise its termination right by providing written notification to the Prime Contractor in accordance with the written notification terms of this contract.

Public Officers Law Sections 73 and 74

The New York State Commission on Public Integrity, established by the Public Employee Ethics Reform Act of 2007, is charged with administering and enforcing the State's ethics and lobbying laws as well as the State's anti-nepotism law and laws pertaining to certain political activities and improper influence. Building upon the strong foundations established by the New York Temporary State Commission on Lobbying and the New York State Ethics Commission, the Act transferred all powers, duties, functions and staff of both former Commissions to the Commission on Public Integrity. The mission of the New York State Commission on Public Integrity is to insure compliance with the ethical standards that public officials and lobbyists must observe in order to ensure public trust and confidence in government. More information is available at the Commission's website at <http://www.nyintegrity.org>

The Offerer will ensure that all of its personnel involved in the preparation and submission of the Offerer's proposal(s) have read the Public Officers Code of Ethics, Sections 73 and 74 of the Public Officers Law, and that the Offerer has advised its personnel of their obligation not to importune any violations of those sections. For the convenience of the reader certain sections in effect as of the date of release of this RFP are reproduced below. Readers are advised to check official sources.

Public Officers Law § 73(5)

5. No statewide elected official, state officer or employee, individual whose name has been submitted by the governor to the senate for confirmation to become a state officer or employee, member of the legislature or legislative employee shall, directly or indirectly:

(a) solicit, accept or receive any gift having more than a nominal value, whether in the form of money, service, loan, travel, lodging, meals, refreshments, entertainment, discount, forbearance or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him, or could reasonably be expected to influence him, in the performance of his official duties or was intended as a reward for any official action on his part. No person shall, directly or indirectly, offer or make any such gift to a statewide elected official, or any state officer or employee, member of the legislature or legislative employee under such circumstances.

(b) solicit, accept or receive any gift, as defined in section one-c of the legislative law, from any person who is prohibited from delivering such gift pursuant to section one-m of the legislative law unless under the circumstances it is not reasonable to infer that the gift was intended to influence him; or

(c) permit the solicitation, acceptance, or receipt of any gift, as defined in section one-c of the legislative law, from any person who is prohibited from delivering such gift pursuant to section one-m of the legislative law to a third party including a charitable organization, on such official's designation or recommendation or on his or her behalf, under circumstances where it is reasonable to infer that the gift was intended to influence him.

Public Officers Law §74:

Sec. 74. Code of ethics. 1. Definition. As used in this section: The term "state agency" shall mean any state department, or division, board, commission, or bureau of any state department or any public benefit corporation or public authority at least one of whose members is appointed by the governor or corporations closely affiliated with specific state agencies as defined by paragraph (d) of subdivision five of section fifty-three-a of the state finance law or their successors.

The term "legislative employee" shall mean any officer or employee of the legislature but it shall not include members of the legislature.

2. Rule with respect to conflicts of interest. No officer or employee of a state agency, member of the legislature or legislative employee should have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his duties in the public interest.

3. Standards.

a. No officer or employee of a state agency, member of the legislature or legislative employee should accept other employment which will impair his independence of judgment in the exercise of his official duties.

b. No officer or employee of a state agency, member of the legislature or legislative employee should accept employment or engage in any business or professional activity which will require him to disclose confidential information which he has gained by reason of his official position or authority.

c. No officer or employee of a state agency, member of the legislature or legislative employee should disclose confidential information acquired by him in the course of his official duties nor use such information to further his personal interests.

d. No officer or employee of a state agency, member of the legislature or legislative employee should use or attempt to use his official position to secure unwarranted privileges or exemptions for himself or others.

e. No officer or employee of a state agency, member of the legislature or legislative employee should engage in any transaction as representative or agent of the state with any business entity in which he has a direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of his official duties.

f. An officer or employee of a state agency, member of the legislature or legislative employee should not by his conduct give reasonable basis for the impression that any person can improperly influence him or unduly enjoy his favor in the performance of his official duties, or that he is affected by the kinship, rank, position or influence of any party or person.

g. An officer or employee of a state agency should abstain from making personal investments in enterprises which he has reason to believe may be directly involved in decisions to be made by him or which will otherwise create substantial conflict between his duty in the public interest and his private interest.

h. An officer or employee of a state agency, member of the legislature or legislative employee should endeavor to pursue a course of conduct which will not raise suspicion among the public that he is likely to be engaged in acts that are in violation of his trust.

i. No officer or employee of a state agency employed on a full-time basis nor any firm or association of which such an officer or employee is a member nor corporation a substantial portion of the stock of which is owned or controlled directly or indirectly by such officer or employee, should sell goods or services to any person, firm, corporation or association which is licensed or whose rates are fixed by the state agency in which such officer or employee serves or is employed.

4. Violations. In addition to any penalty contained in any other provision of law any such officer, member or employee who shall knowingly and intentionally violate any of the provisions of this section may be fined, suspended or removed from office or employment in the manner provided by law. Any such individual who knowingly and intentionally violates the provisions of paragraph b, c, d or i of subdivision three of this section shall be subject to a civil penalty in an amount not to exceed ten thousand dollars and the value of any gift, compensation or benefit received as a result of such violation. Any such individual who knowingly and intentionally violates the provisions of paragraph a, e or g of subdivision three of this section shall be subject to a civil penalty in an amount not to exceed the value of any gift, compensation or benefit

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1.0 Introduction

1.1 Overview of DCJS' Statutory Mission and Role in Criminal Justice

The New York State Division of Criminal Justice Services (DCJS) is an Executive Agency of the State of New York and a multi-function New York State criminal justice agency which serves, by statute, as New York's central repository for criminal history record information (CHRI). DCJS is among the nation's leaders in developing criminal justice technologies, communication and information systems. The core business function of DCJS is receiving, processing, and identifying criminal, civil and crime scene fingerprint submissions against resident base files of more than 40 million fingerprint images. The outcome of this important public safety operation is the positive identification of subject individuals, and the timely dissemination of their complete and accurate CHRI to approximately 1,200 authorized agencies in New York State. DCJS' Office of Criminal Justice Operations (DCJS) provides full Tenprint and crime scene fingerprint processing services on a 24x7x365 basis. Professional Fingerprint Examiners integrate traditional and time honored identification skills with Statewide Automated Fingerprint Identification System (SAFIS) technology to support both the State's criminal justice system and the suitability determination process in relation to applications for certain types of employment and licenses.

1.2 Purpose of this Request for Proposal (RFP)

The objective of this procurement process is to replace the current, aging SAFIS now used by DCJS with a new, state-of-the art Statewide Automated Biometric Identification System (SABIS). SABIS will be used to support the mission-critical objective of providing authorized agencies with the positive identification of individuals through the rapid and accurate processing of input criminal and civil Tenprint transactions and Latent fingerprints. DCJS also requires a fast and accurate palm print storage and Latent to palm identification processing system. Interoperability with international, federal, state, and local automated biometric identification systems, and a high availability solution for business continuity, are important requirements for the new SABIS.

This RFP is issued to solicit bids from qualified vendors with prior successful experience in replacing older, highly integrated SAFIS with a new SABIS equipped with the latest, proven algorithms, hardware and software using COTS products and services, and if necessary, customized products and services. The new SABIS shall capture, store, index, search and match the fingerprints and palm prints of individuals in connection with criminal justice and civil purposes and must integrate with the Information Technology operations and related infrastructure within DCJS.

DCJS envisions that the new SABIS will include, but not be limited to, such features as superior encoding and matching accuracy; faster, more real time identification processing; automated quality assurance checks that can operate efficiently with or without human intervention; tailored and flexible workflows to meet the mission critical and changing business needs of DCJS, and to reduce dependency on the vendor for

workflow changes; palm Latent to palm print and palm print to palm Latent processing; no single point of failure; a statistical reporting system; and a scalable design to allow for future growth and the addition of other biometric identification systems. In addition, the winning Offerer will be required to accomplish conversion of records from existing search target and unsolved latent print databases, and installation and implementation of the new SABIS, all without interruption of DCJS operations, as well as provide expert knowledge transfer and high quality training to DCJS and latent off-site users in the skills and techniques of using the SABIS.

1.3 Current SAFIS System Description

The current DCJS SAFIS houses the Tenprint database that currently contains the index fingerprint images of over seven million individuals; the Latent Cognizant database which, is a subset of the Tenprint database, containing all ten rolled fingerprint images and searchable features of approximately three million individuals; and the Unsolved Latent (UL) database that contains about 120,000 unsolved Latent fingerprint images. The DCJS operates Tenprint and Latent print processing. In addition, DCJS maintains a separate Computerized Criminal History (CCH) System, which contains the Criminal History Record Information (CHRI) and orchestrates the SAFIS transactions.

SAFIS is a hybrid of older technology that includes RS6000 servers with AIX and NT workstations, and is heavily integrated with the DCJS computer systems.

SAFIS currently utilizes newer technology for routine Tenprint processing in the form of the Front End Processor. The Processor is the entry point to SAFIS for Tenprint transactions received electronically from authorized criminal and civil agencies via the DCJS Store and Forward system. The Front End Processor replaced a previous procedure of printing electronic Tenprint transactions and then acquiring the printed transactions digitally into SAFIS via scanners. The Front End Processor supports paperless processing by providing Fingerprint Examiners with tools to check the sequencing of rolled digital fingerprint images to the slaps or plain fingerprint impressions; assign quality values and fingerprint pattern types; and add or remove minutiae points that were assigned automatically by Front End coders. Fingerprint Examiners may also reject a fingerprint submission at the Front End processor workstation, and such rejection is electronically returned to the DCJS Store and Forward system, for forwarding a rejection message back to the fingerprint contributor's system.

SAFIS retains mirrored copies of the Tenprint, Latent Cognizant and Unsolved Latent databases stored on a DCJS Storage Area Network (SAN). SAFIS logs activity and produces reports on transaction processing including user and workstation utilization. The system is available 24x7x365 with an uptime exceeding an average 99 percent per month. Each portion of the system is recoverable from most failures within less than a four hour period. SAFIS includes a small replica of the SAFIS production system as a test system at DCJS. New releases of SAFIS software and hardware are tested and quality assured by the vendor prior to release to DCJS, and DCJS staff use the on-site test system for DCJS quality assurance testing before allowing the release to be implemented on the production SAFIS. In addition, new releases of DCJS CCH software are tested with the SAFIS test system for a full regression test.

A. Tenprint Identification Processing

DCJS has five operating shifts in the Criminal Identification Bureau and two shifts in the Civil Identification Bureau to provide fingerprint identification and criminal history record dissemination services to criminal justice agencies and civil agencies authorized by law to receive such services. The Criminal Identification Bureau utilizes the CCH System and SAFIS to process arrest, inquiry, interstate parole and probation, death and incarceration fingerprint submissions and determine the identity of the subjects; their past criminal and/or civil fingerprint history; and their criminal justice status, such as under parole or probation supervision, wanted, missing, deported alien or other statuses. The Criminal Identification Bureau processed approximately 730,000 criminal fingerprint submissions during calendar 2007. Over eighty percent of the fingerprint transactions were received digitally with the remainder received on paper fingerprint cards. For all transactions, the paper fingerprint cards, or printed copies of the digital transactions, are stored for archival purposes.

The Civil Identification Bureau processes fingerprint submissions in connection with applications for employment and licensing where there is a specific state statute or local law that requires such processing. The same SAFIS components that are used in the Criminal Identification Bureau are used to process electronic and paper-based civil fingerprint submissions.

The DCJS CCH System edits all incoming fingerprint submissions for biographical and event data, and on acceptance, launches a name search against the DCJS Name Search system utilizing the subject's biographical data, and then stores namesearch results on the CCH.

Electronic fingerprint transactions – submissions received by DCJS electronically via the Store and Forward system - are sent to the SAFIS Front End Processor using IBM MQ Series. (Front End processing was described above under Current SAFIS Description.)

For non-electronic transactions, the quality control function is performed by staff viewing fingerprint images on hard copy fingerprint cards rather than on computer screens. After the quality steps are completed, fingerprint pattern types must be assigned by staff and then key-entered into a CCH System application screen and subsequently sent to SAFIS. All messaging traffic between the CCH System and SAFIS flows through the SAFIS Database Management System (DMS).

At the conclusion of electronic and non-electronic Front End processing, a technical search of the index fingers is launched against the Tenprint database using SAFIS matching technology. A filtering of any name search candidates is performed by the CCH System prior to the technical fingerprint search. The filtering compares the fingerprint patterns on file for the name search candidates(s) with the fingerprint patterns of the subject of the fingerprint transaction. Only those namesearch candidates whose patterns satisfy specific matching rules with those of the subject

of the fingerprint transaction are routed to a SAFIS verification queue. The SAFIS extracts the digital fingerprint images of search candidate's index fingers from the Tenprint database and routes them to this queue. Fingerprint Examiners retrieve the results of searches in the verification queue using a SAFIS verification workstation. Each index fingerprint of the search candidate is displayed on the workstation's computer screen beside the corresponding index fingerprint of the input fingerprint transaction. Fingerprint Examiners then perform an analysis, comparison, evaluation and match, no-match declaration, or no determination, of the two images. Match and no-match decisions must be confirmed independently by another Fingerprint Examiner in what is termed the validation process also using a verification workstation. Fingerprint transactions that result in 'no-determinations' are forwarded for exception processing to handle additional quality checks, searches and fingerprint comparisons.

During September 2000, DCJS implemented an automated method of declaring identifications, which is used today, in addition to the manual verification and validation process described above. Specifically, in cases where a pattern filtered name search and a SAFIS threshold-based technical search produces one – and only one – identical candidate with a technical search score above a value set by DCJS, the fingerprint transactions are automatically released as positive identifications without human verification and validation. This is referred to by DCJS as Sure Hit Processing. During 2007, DCJS processed approximately 540,600 fingerprint transactions as Sure Hits. This represents approximately 71% of the total of 760,069 Identifications processed during the year and approximately 42% of the 1,284,273 total criminal and civil fingerprint transactions during the year.

The updating of all fingerprint transactions – those resulting in identifications and those that are not identified – is completed automatically when the SAFIS identification results are sent in the response back to the CCH System. In the case of an identified transaction, CCH updates the identified individual's criminal history record with the current arrest event if the input fingerprint transaction is related to criminal charges, or in the case of a civil transaction, the civil event is updated to the record. Once the record is updated, a CHRI response is electronically transmitted to the contributor of the fingerprint transaction. For a transaction that is not identified, the CCH System assigns a NYSID (New York State Identification) number to the newly created criminal or civil record, and transmits the new record to the contributor of the fingerprint transaction. In addition to the response generated by DCJS in connection with a fingerprint transaction, out-of-state CHRI received from the Interstate Identification Index (III) and also results of searches made against the Person Files of the National Crime Information Center (NCIC) are electronically transmitted to the contributor by DCJS.

The Tenprint database is updated by the SAFIS with the digitally encoded images of the index fingers for criminal and civil fingerprint transactions that did not result in identifications. In addition, for all non-identified criminal fingerprint transactions and specific non-identified civil fingerprint transactions, the Latent Cognizant database is updated with the digitally encoded images of all ten rolled fingers. Records that are added to the Latent Cognizant database are automatically

searched against unknown Latent prints stored in the Unsolved Latent database in an attempt to make identifications.

During calendar year 2007, DCJS processed approximately 730,000 criminal fingerprint transactions and 555,000 civil transactions. Criminal fingerprint transactions received electronically were processed in an average of 31 minutes; hard copy fingerprint cards in approximately fourteen hours. Civil fingerprint transactions were processed, on average, in 1.4 days with 72 percent processed in under 24 hours. The repository grows at a rate of approximately 500,000 new individuals per year.

The New York City Police Department (NYPD) is an Authorized User of SAFIS and uses a separate, remote SAFIS workstation to conduct Tenprint searches against the Tenprint database in an attempt to determine the identity of unknown decedents.

B. Department of Correctional Services Identification Subsystem

The New York State Department of Correctional Services (DOCS) uses digital fingerprint scanners for inmate identity verification purposes, initiating approximately 60,000 transactions annually. Electronic transmissions are sent to SAFIS with a NYSID number that SAFIS uses to retrieve the NYSID number's fingerprint data, returning to DOCS the two index finger images and minutia. A DOCS workstation receives this data response to automatically verify inmates' identity.

C. Latent Print Identification Processing

DCJS and most regional sites use non-SAFIS software from Foray Technologies, called ADAMS (Authenticated Digital Asset Management System, version 2.2.4 as of June 9, 2008), that provides case management, image clarification, and export capabilities. The Latent processing subsystem can support fifty Latent print transactions per hour. A Latent Print Examiner uses a SAFIS Latent workstation to:

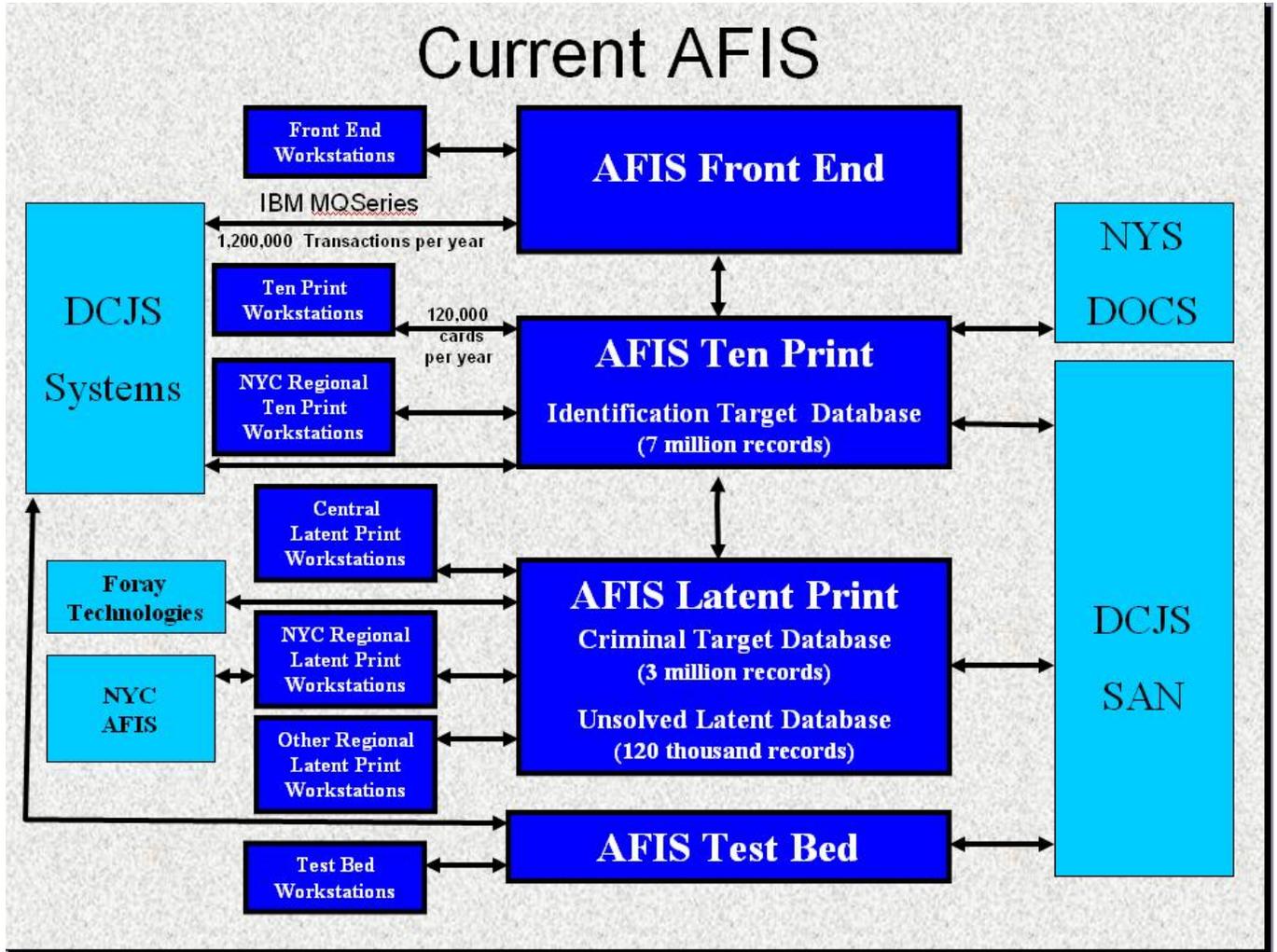
- analyze/clarify a Latent print image;
- manually place minutia, or placement is plotted automatically;
- select parameters for a search (a Latent Print Examiner can filter a search by such demographic and biographic data as finger, county, sex, race, and crime type);
- launch a search against the Latent Cognizant database that contains all ten fingers of approximately three million individuals, one record per person; and
- conduct a comparison and evaluation against search candidates.

Individuals convicted of criminal charges, police officer applicants, and some applicant fingerprints pertaining to firefighters are stored in the Latent Cognizant database.

DCJS and most regional SAFIS sites use non-SAFIS software from Foray

Technologies that provides case management, image clarification, and export capabilities. If a Latent print is not identified to an individual, the Latent print and associated data may be placed into the Unsolved Latent Database.

The *Current AFIS* diagram below depicts the interfaces and interoperability of the current SAFIS as described previously in this document.



1.4 The Future SABIS

DCJS is undertaking the procurement of a Statewide Automated Biometric Identification System (SABIS) to alleviate the risk associated with its current SAFIS; provide DCJS and partner agencies with improved identification technology and features, and increased availability; and position DCJS to easily acquire and integrate additional enhanced biometric technologies. The primary drivers for this effort include:

- The risk associated with the aging hardware and software of the current system;
- The mission to provide New York State and Authorized Users with the best identification tools possible;
- The need to eliminate downtime required for file and database maintenance;

- The cost and lengthy timeframes associated with system enhancements;
- The financial cost of system maintenance for an aging system; and
- The need for future growth of DCJS identification services.

The SABIS will capture, store, perform searches, and produce identifications on the fingerprints of individuals for criminal justice and civil purposes. In addition, the SABIS will capture and store the palm prints if acquired with an individual's fingerprints. Prints acquired from crime scenes will be searched against stored finger and palm prints.

Critical System features include:

- Improved matching accuracy
- Fast identification processing
- Increased image storage for each individual
- Enhanced search options to select multiple or varied target images
- Improved automated quality assurance checks that reduce human interaction
- Latent palm print storing, searching and matching against a known palm print database and an unknown palm print database
- No single point of failure in support of high availability
- Improved workflow solutions to reduce vendor dependence
- A statistical reporting system and an audit system for internal and external decision makers
- An automated Tenprint environment to minimize manual intervention
- Electronic Storage of the best 20 fingers, palm print images and biographical data for easy access
- Scalable configuration to allow for future growth
- Modularity to support additional modalities of biometric identification

Replacing the existing SAFIS with the purchase of a new SABIS will allow the State to meet the current and future needs of DCJS and our business partners. The new SABIS will be fully interoperable, to the extent possible, with other ABIS technology worldwide.

2.0 Administrative Requirements and Information

2.1 Information to be Communicated in Writing or by E-mail from DCJS

All Proposals submitted in response to this RFP and all Questions, Communications and Submissions to DCJS must be written in the English Language with quantities expressed using Arabic numerals. All Prices shall be expressed, and all payments shall be made, in United States Dollars (\$ USD). Any proposal or submission received that does not meet the above criteria may be rejected at the sole option of DCJS.

DCJS shall provide all information, responses to questions and communications concerning the solicitation in writing or by electronic mail to all vendors who have pre-registered for and attended the Pre-Bid Conference and timely filed a Notice of Intent to Bid as required by this RFP. Such information will include, but may not be limited to, answers to Offerer inquiries; RFP clarifications and amendments; clarification of Process rules and Evaluation criteria. DCJS has established a SABIS procurement website for the purpose of disseminating information relating to this procurement and vendors are encouraged to monitor this website. The website URL is provided on the beginning pages of this RFP.

2.2 Mandatory Requirement - Pre-Bid Conference

Attendance at the Pre-Bid Conference is mandatory. The Pre-Bid Conference will be held on the date and at the time and location specified in the Calendar of Events on the beginning pages of this RFP.

Vendor representatives seeking to attend the Pre-Bid Conference shall pre-register by submitting a completed Pre-Bid Conference Registration Form, Attachment 1, for receipt by the DCJS Sole Designated Contact identified on the beginning pages of this RFP by the date and time specified in the Calendar of Events. Only the individuals identified on the Attachment 1 response document will be allowed to attend the Pre-Bid Conference. Prospective offerer's legal representatives, management and technical staff are encouraged to attend.

Vendor representatives who arrive more than fifteen (15) minutes after the official start time of the Pre-Bid Conference will be denied admittance to the Pre-Bid Conference, and the vendor will be disqualified from further participation in this procurement process.

On the day of the Pre-Bid Conference, vendor representatives must provide ample time prior to the conference start time in order to provide photo identification (e.g., State Driver's License or Passport), sign the visitor log, obtain a visitor badge and be directed (or escorted, if required) to the Pre-Bid Conference Room.

Vendors are asked to submit any written questions concerning the specifications, bid proposals or procurement process via electronic mail to the DCJS Sole Designated Contact on or before the date set forth in the Calendar of Events. **Neither phone nor fax**

inquires will be accepted. Written and verbal questions may also be submitted during the Pre-Bid Conference and up to the deadline for submission of vendor's questions set forth in the Calendar of Events. The submission must cite the particular RFP page, section and paragraph number, where applicable. DCJS has provided a Questions Template form, Attachment 2, which provides the format/content vendors are requested to use in submitting questions. Submission of questions does not constitute a protest under the DCJS Contract Award Protest Procedures at Appendix H.

Any oral responses given by the State at the Pre-Bid Conference are unofficial and shall not be relied upon in the preparation of Bid Proposals unless confirmed in the official written response. The State reserves the right to change any oral response previously given by the State at the Pre-Bid Conference in the official written response.

2.3 Mandatory Requirement – Vendor Must Timely File a Notice of Intent to Bid

Filing of a Notice of Intent to Bid, Attachment 3, is mandatory. Failure to timely submit a complete Notice of Intent to Bid disqualifies a vendor from further participation in this procurement. Vendors must submit a complete Notice of Intent to Bid submission for receipt by the DCJS Sole Designated Procurement Contact no later than the date and time specified on the Calendar of Events.

Submission of a complete Notice of Intent to Bid requires that the vendor submit the following four (4) documents:

- Signed and completed Notice of Intent to Bid, Attachment 3
- Signed, notarized and completed DCJS Non-Disclosure Agreement, Attachment 4
- Signed, notarized and completed Non-Disclosure for Cyber Security Standards Agreement, Attachment 5
- Signed, notarized and completed Non-Disclosure for CJIS Security Policy (Version 4.4) Agreement, Attachment 6

The Notice of Intent to Bid documents must contain the original notarized signature of the vendor's authorized representative and be submitted for receipt by the DCJS Sole Designated Contact by the date and time specified in the Calendar of Events.

Partial submissions are not permissible and will disqualify the vendor from further participation in this procurement. DCJS shall not be responsible for advising vendors of incomplete submissions.

Submission of a Notice of Intent to Bid does not obligate a vendor to submit a bid proposal; however, **failure to timely submit a complete Notice of Intent to Bid disqualifies a vendor from further participation in this procurement.**

Upon timely receipt of the complete Notice of Intent to Bid, DCJS will provide the vendor with further documents for use by the vendor in preparing their bid response to this RFP.

2.4 Submission of Written Questions

Any questions related to this RFP or requests for clarification, must be submitted via electronic mail to the DCJS Sole Designated Contact by the date and time specified in the Calendar of Events. **Neither phone nor fax inquires will be accepted.**

The submission must cite the particular page, section and paragraph number, where applicable. DCJS has provided a Questions Template form, Attachment 2, which provides the format/content vendors shall use in submitting questions by electronic mail regarding this RFP. The questions shall be attached to the electronic mail as a Microsoft Word document at a Microsoft Office for Windows 2000 or 2003 level.

Note: Vendors are encouraged to submit questions as early and often as necessary during the Question and Answer period, but no later than the deadline for submission of vendor's questions specified in the Calendar of Events. DCJS will make every effort to respond to questions as quickly as possible.

2.5 Issuance of Official Responses to Vendors' Questions

All questions and answers will be distributed to all vendors that submit a timely Notice of Intent to Bid and who have registered for and attended the Pre-Bid Conference.

2.6 Delivery of Proposals

All Bid Proposals must be submitted so that they are received by the DCJS Sole Designated Procurement Contact at the address specified on the cover page of this RFP by the date and time specified in the Calendar of Events. All Bid Proposals must be organized and submitted in two parts: (1) a Technical Proposal and (2) a Financial/Administrative Proposal, each of which will be evaluated separately. Therefore, each part must be bound and packaged in separate, sealed and labeled envelopes/containers and clearly identified as to contents (e.g., Technical Proposal or Financial/Administrative Proposal).

All Bids must have a label on the outside of the package or shipping container with the following information:

BID ENCLOSED Project Code – CJS 2007-03
Statewide Automated Biometric Identification System

Faxed proposals and electronic submission will not be accepted. Proposals received by the State after the proposal due date and time specified in the Calendar of Events will be refused. If proposal packaging labels are not sufficient to identify the contents, DCJS reserves the right to open packages for the purpose of identifying the source and contents of the package. All materials submitted by the Bidder become the property of the State of New York Division of Criminal Justice Services and may be returned only at the sole discretion of DCJS.

2.7 Proposal Format and Content Requirements

Offerers must submit a complete response to this RFP in conformance with the format, content and administrative requirements set forth below. The Offerer's response to this RFP must be submitted as two separately bound and identified proposals the first of which is the Technical Proposal and the second is the Financial/Administrative Proposal. The two packages must contain the following information. Failure to submit all of the following information will render the Offerer's proposal non responsive. Minor omissions deemed not critical may be corrected at the sole discretion of the State.

Table of Contents: Each package must include a Table of Contents.

Index Tabs: Each major section of the proposal must be labeled with an index tab that completely identifies the title of the major section as it is named in the mandatory Table of Contents.

Page Numbering: Each page of the proposal must be dated and numbered consecutively within each section submitted by the Offerer.

A. Package 1 - Technical Proposal

The Offerer must submit 6 bound paper copies, 1 of which must contain original notarized signatures, of their Technical Proposal. The Offerer must also submit one complete electronic version of the Technical Proposal on PC Compatible Windows Readable CD-ROMs saved as a Microsoft Word documents or as Excel Spreadsheets at a Microsoft Office 2000 or 2003 version level. Originally signed documents and drawings may be provided in Adobe Acrobat® pdf format, provided that the Offerer has submitted the documents containing the original signature elsewhere in its submission. Separate CD-ROM submissions must be made for the Technical and for the Financial/Administrative Proposals. Do not include information/files from the Financial/Administrative Proposal or any Cost Data in the paper copies or on the CD-ROM which contains the Technical Proposal.

The items which must be included in the Technical Proposal properly completed, signed and notarized, where appropriate, are listed below:

- Offerer Firm Information Form, Attachment 7
- An Executive Summary (that includes all of the items and addresses all of the elements specified in Subsection 3.1.A)
- Primary Qualifying Customer Reference Form Tenprint/Latent Fingerprint Customer Site, Attachment 8a
- Alternate Qualifying Customer Reference Form Tenprint/Latent Fingerprint Customer Site, Attachment 8b – encouraged but optional submission
- Primary Qualifying Customer Reference Form Tenprint/Latent Fingerprint Customer Site, Attachment 9a
- Alternate Qualifying Customer Reference Form Tenprint/Latent Fingerprint Customer Site, Attachment 9b – encouraged but optional submission

- Primary Qualifying Customer Reference Form Tenprint/Latent Palm Print Customer Site, Attachment 10a
- Alternate Qualifying Customer Reference Form Tenprint/Latent Palm Print Customer Site, Attachment 10b – encouraged but optional submission
- Primary Qualifying Fingerprint Customer Reference Form Site Visit for Functional Evaluation, Attachment 11a
- Alternate Qualifying Fingerprint Customer Reference Form Site Visit for Functional Evaluation, Attachment 11b – encouraged but optional submission
- Primary Qualifying Palm Print Customer Reference Form Site Visit for Functional Evaluation, Attachment 11c
- Alternate Qualifying Palm Print Customer Reference Form Site Visit for Functional Evaluation, Attachment 11d – encouraged but optional submission
- Additional Forensic AFIS/ABIS Customer References Form, Attachment 12
- SABIS Mandatory Base System Requirements – COTS or Customized, Attachment 13
- SABIS Mandatory Base System Requirements - Solution and/or Documentation Descriptions with Forms Required for Offerer Bid Response, Attachment 14
- SABIS Optional Features - Solution and/or Documentation Descriptions with Forms Required for Offerer Bid Response, Attachment 15
- Proposed SABIS Optional Features – COTS, Customized or N/A, Attachment 16
- A Project Plan (that includes all of the items and addresses all of the elements specified in Subsection 3.1.E)
- Summary of Multiple Bids – required if the Offerer is submitting multiple proposals in response to this RFP

B. Package 2 – Financial/Administrative Proposal

The Offerer must submit 6 bound paper copies, 1 of which must contain original notarized signatures, of their Financial/Administrative Proposal. The Offerer must also submit one complete electronic version of the Financial/Administrative Proposal on PC Compatible Windows Readable CD-ROMs saved as a Microsoft Word documents or as Excel Spreadsheets at a Microsoft Office 2000 or later version level. Originally signed documents and drawings may be provided in Adobe Acrobat® pdf format, provided that the Offerer has submitted the documents containing the original signature elsewhere in its submission. Separate CD-ROM submissions must be made for the Technical Proposal and the Financial/Administrative Proposal. Do not include information/files from the Technical Proposal in the paper copies or on the CD-ROM which contains the Financial/Administrative Proposal.

The items which must be included in the Financial/Administrative Proposal properly completed, signed and notarized, where appropriate are listed below:

- Offerer Firm Information Form, Attachment 7 (same as for Package 1)
- Firm Offer Letter and Conflict of Interest Disclosure, Attachment 17 (pursuant to RFP Subsection 3.3.A)
- Resolution of the Corporate Board of Directors (pursuant to RFP Subsection 3.3.B)
- Proposed Fixed Purchase Price – Mandatory Base System, Attachment 18
- Maintenance and Support Price – Mandatory Base System, Attachment 19
- Optional Professional Services Price List, Attachment 20
- Total Proposed Cost of Ownership For Offerer’s Mandatory Base System for Initial 10 Year Contract Period, Attachment 21
- Proposed Fixed-Price Milestone Deliverable Payment Schedule, Attachment 22
- Detailed Optional Features Price List, Attachment 23
- Component Purchase and Maintenance Price List, Attachment 24
- Optional Services Price List, Attachment 25
- Non-Discrimination in Employment in Northern Ireland Statement, Attachment 26
- Non-Collusive Bidding Certification, Attachment 27
- DCJS Procurement Lobbying Forms 1, 2 and 3, Attachment 28
- N.Y.S. Department of Taxation and Finance Contractor Certification to Covered Agency Form ST-220-CA, Attachment 29
- NYS Standard Vendor Responsibility Questionnaire, Attachment 30 or file the Vendor Responsibility Questionnaire online via the New York State VendRep System
- Bid Bond Form, Attachment 31
- Proposed Subcontractors, Attachment 32
- Key Subcontractor Certification, Attachment 33, for each key subcontractor (as defined in the Glossary – Appendix N) proposed by the Offerer
- Addendum, Attachment 34, agreement affirming that the Prime Contractor will comply with the annual Form B (Appendix G) reporting requirement pursuant to State Finance Law §163(4)(g)

2.8 Multiple Submissions

Provided that each submission meets all of the mandatory requirements of this RFP, Offerers may separately submit more than one proposal for the purpose of offering alternative solutions. Offerers are cautioned that because of the possibility of any one proposal being deemed non-responsive, that each of any multiple proposals submitted must be complete and must not reference any other submission, and the Offerer must provide a summary of the differences between multiple proposals in a separate section in each proposal submitted to DCJS. Multiple proposals received from the same Offerer will be separately evaluated by DCJS as if each proposal were the sole submission of the Offerer.

Only one (1) fingerprint site evaluation visit and one (1) palm print site evaluation visit (if the palm print site is different than the fingerprint site) per Offerer will be made by DCJS. The site evaluation score, therefore, will be used for all submissions for the Offerer.

2.9 Mandatory Requirement - No Exceptions Permitted

No exceptions to any requirement of this RFP are permitted. Proposals of Offerers taking exceptions, reservations or otherwise qualifying or limiting any submission will be deemed non-responsive. Requirement of this RFP means all requirements contained herein and as may later be identified or amended by DCJS on notice to vendors who have filed a Notice of Intent to Bid and attend the mandatory Pre-Bid Conference as required by this RFP.

2.10 DCJS Reserves the Right to Modify Requirements

DCJS reserves the right to modify the requirements of this procurement and RFP and to modify, correct and clarify requirements at any time provided that modifications would not materially benefit or disadvantage an Offerer.

2.11 Costs Incurred Prior to Contract Approval

The State of New York and DCJS are not liable for any cost incurred by an Offerer in preparation for, or prior to, the approval of an executed contract by the Attorney General and the Office of the State Comptroller. No cost will be incurred by DCJS for the offer's or prospective Offerer's participation in any pre-contract award activity. Submission of response to this RFP shall not be construed as a commitment by the State to proceed with this project.

2.12 Mandatory Requirement - Price Protection

The Offerer agrees that all of the prices, terms, warranties and benefits established in the Agreement are comparable to or better than the equivalent terms being offered by the vendor to other customers using similar scope and volume of services. If the Offerer shall, during the term of this Agreement, enter into arrangements with any other customer providing greater benefits or more favorable terms, the Contract shall thereupon be deemed amended to provide the same to the State.

2.13 Procurement Record

DCJS shall maintain a Procurement Record which documents all decisions regarding the procurement process, particularly the quantification of criteria used to determine an award based on best value; or where not quantifiable, the justification which demonstrates that best value will be achieved pursuant to State Finance Law § 163(9)(g). The Procurement Record will be forwarded to the Office of the State Comptroller and as applicable to the Office of the Attorney General (Department of Law) in support of their respective evaluation activity.

2.14 Notification of Award and Opportunity for Debriefing

The successful Offerer will be advised of selection by DCJS through the issuance of a formal written correspondence indicating a proposed award. All Offerers will be notified of the selection or rejection of their proposals. Once an award has been made, Offerers may submit a written request for a debriefing as to why their proposal did not result in an award. The written request must be received by the DCJS Sole Designated Contact identified on the cover page of this RFP no later than ten (10) business days from the date of the award announcement.

2.15 DCJS Contract Award Protest Procedure

The State of New York strives to assure a fair, open and competitive process to all vendors qualified to respond to this Procurement. In the event that any vendor has a complaint or objection to the RFP requirements, the procurement process or any matter affecting the submission of a vendor's Bid Proposal, the vendor is encouraged to informally contact the DCJS Sole Designated Contact for this procurement, listed on the cover page of this RFP, immediately to resolve the matter.

If the vendor believes that the objection affects the outcome or nature of the proposed award for this Procurement, the vendor must follow the procedures for timely filing a formal protest set forth in the DCJS Contract Award Protest Procedures at Appendix H of this RFP by the deadline set forth in the procedure. Prior to Contract award, protests which may affect the outcome or nature of the award may only be considered by the State in the context of a formal written protest filed in accordance with the procedure at Appendix H.

2.16 State's Reserved Rights

This is a best value procurement. DCJS and the State of New York intend to acquire goods and services that represent the "best value." DCJS reserves the right to:

- a. At any time prior to contract execution withdraw or award the RFP in whole or in part;
- b. At any time prior to contract execution, accept or reject any and all Proposals, or separable portions of Proposals, and waive minor irregularities and/or omissions in Proposals if the State determines the best interests of the State will be served;
- c. In its sole discretion, accept or reject illegible, incomplete, or vague bids, and its decision shall be final;
- d. During the evaluation process, at its sole option, seek clarification from an Offerer for the purpose of assuring DCJS's full understanding of the Offerer's responsiveness to the RFP requirements. This clarification information, if required in writing by DCJS, must be submitted in writing in accordance with the formats as prescribed by DCJS at the time it is requested by DCJS, and if received by the due date requested, shall be included as a formal part of the Offerer's Proposal. Failure to provide required information by the specified due date may result in rejection of the Offerer's Proposal. Bidders may be required to participate in individual presentations. Presentations and clarification information provided pursuant to a request by DCJS if any will be considered in the evaluation process;
- e. Eliminate mandatory requirements if deemed to be in the State's best interests, or negotiate additional terms and conditions in any resulting Contract that are to the State's advantage;
- f. Amend the RFP if it becomes necessary in the sole discretion of DCJS, and in such an event addenda will be provided by DCJS to all Bidders who attended the pre-bid conference;
- g. Establish evaluation criteria relating to quality, quantity, performance and cost; establish the relative importance of each criterion; and evaluate proposals as well as award contracts on the basis of these criteria. As a result, service and technology procurements administered through an RFP process would not necessarily be awarded to the responsible Offerer submitting the lowest priced proposal pursuant to State Finance Law §§ 163(4)(d), (7) and (9)(b));
- h. Award a contract for any or all parts of a proposal and negotiate contract terms and conditions to meet agency program requirements consistent with the solicitation;
- i. Consider all Offerers' proposals firm and binding for a period of at least one (1) year from the Bid Proposal Due date, or until such time as a Contract resulting from this RFP is approved by the NYS Comptroller. In the event that a contract is not approved by the Office of the State Comptroller within the one (1) year period, Bidder offers

- shall remain firm and binding until a contract is approved by OSC, unless the Bidder delivers to DCJS written notice of withdrawal of its proposal after the one (1) year period has passed;
- j. Establish that in the event two proposals are found to be substantially equivalent, price shall be the basis for determining the award recipient or, when price and other factors are found to be substantially equivalent, the determination of the agency head or designee to award a contract to one or more of such Offerers shall be final. The basis for determining the award shall be documented in the Procurement Record;
 - k. Elect to award a contract to one or more responsive and responsible Offerers, provided that the basis for the election among multiple contracts at the time of purchase shall be the most practical and economical alternative and shall be in the best interests of the State.

2.17 Contract Term

The Contract awarded in this procurement shall not be deemed executed unless and until it shall have been approved by the Attorney General of the State of New York and the Comptroller of the State of New York or their respective staff designated for that purpose.

The Contract shall commence upon the date of its approval by the New York State Comptroller (“Effective Date”) and shall continue for a period of ten (10) years. DCJS reserves the right to renew the agreement, in whole or in part, for one additional five (5) year term and then five additional one (1) year terms upon the terms and at the rates set forth in the Contract. Except as established in Price Protection, Subsection 2.12 (as negotiated), the Contract will be subject to amendment only upon mutual written agreement of the parties, which agreement must be approved by the Attorney General and the Comptroller of the State of New York. The State shall have the right to renegotiate the terms and conditions of the Contract in the event applicable State or Federal law, policy, rules, regulations and guidelines are altered from those existing at the time of the original contract in order to be in continuous compliance therewith.

2.18 Time is of the Essence

Prime Contractor understands that prompt performance of all services and delivery hereunder is required by DCJS in order to meet its schedule of commitments, statutory purpose and prior contractual agreements. Time is of the essence in the resulting Contract and will be a substantial and a material term of the Contract. In the event of any anticipated or actual delays in meeting deadlines or scheduled completion dates, Prime Contractor shall provide additional personnel, software, hardware or any other resource deemed beneficial as required and at no additional charge to DCJS, in order to complete the project in a timely manner.

Notwithstanding the above, any dates or times at which Prime Contractor is required to make specified performance under the contract, the time and dates may be postponed to the extent that Prime Contractor is prevented from meeting such dates or times by DCJS

or by causes beyond Prime Contractor's reasonable control. Any and all extensions must be agreed to in writing by the parties.

2.19 Contract Formation

The Contract will incorporate this RFP, all Exhibits, all Appendices, all Attachments, all submissions, the Offerer's Bid Proposal, clarifications and additional information issued by DCJS during the course of this procurement and additional terms which may be agreed to by the parties in writing. Execution by the successful Offerer shall not be deemed final until the execution of the Contract. The Contract will be deemed executed upon, and will not be considered fully executed and binding until, receipt of approval by the Attorney General of the State of New York and the Comptroller of the State of New York or members of their staff designated by them for that purpose.

The State reserves the right to renegotiate the terms and conditions of the Contract in the event that applicable New York State or Federal laws, statutes, rules, regulations, policies and/or guidelines are altered from those existing at the time the Contract is approved by the Comptroller so that DCJS will be in continuous compliance therewith. The Contract is subject to amendment only upon the mutual written agreement of the Parties, which agreement must be approved by the Comptroller.

During contract negotiations, the State expects to have direct access to Offerer personnel who have full authority to make commitments on behalf of the Offerer. Any negotiated contract must conform to the laws of New York State.

2.20 Mandatory Requirement - Appendix A Standard Clauses for New York State Contracts

Appendix A- Standard Clauses for New York State Contracts annexed hereto at Appendix A is incorporated herein by reference and made a part of this agreement as though fully set forth in its entirety.

2.21 Mandatory Requirement for Contracts Estimated to be \$1,000,000 or More:

- a. Subsequent to the award of procurement contracts in an amount estimated to be \$1,000,000 or more, the Prime Contractor will be required to document their efforts to encourage the participation of New York State business enterprises as suppliers and subcontractors by showing they have (i) solicited bids in a timely and adequate manner from New York State business enterprises including certified minority-owned businesses, (ii) contacted the New York State Department of Economic Development to obtain listings of New York State business enterprises, (iii) placed notices for subcontractors and suppliers in newspapers, journals or other trade publications distributed in New York State, or (iv) participated in contractor outreach conferences. If the Prime Contractor determines that New York State business enterprises are not available to participate on the contract as subcontractors or suppliers, the Prime Contractor shall provide a statement indicating the method by which such

determination was made. If the Prime Contractor does not intend to use subcontractors, the Prime Contractor shall provide a statement verifying such.

- b. Subsequent to the award of procurement contracts in the amount estimated to be \$1,000,000 or more, contractors will be required to notify New York State residents of employment opportunities through listing any such positions with the Community Services Division of the New York State Department of Labor, or providing for such notifications in a manner as is consistent with existing collective bargaining contracts or agreements.
- c. Offerers located in a foreign country are notified that the State may assign or otherwise transfer offset credits created by any procurement contract of \$1,000,000 or more to third parties located in New York State, and that Offerers shall be obligated to cooperate with the State in any and all respects in making such assignment or transfer, including, but not limited to, executing any and all documents deemed by the State to be necessary or desirable to effectuate such assignment or transfer, and using their best efforts to obtain the recognition and accession to such assignment or transfer by any applicable foreign government.

2.22 Mandatory Requirement - Discriminatory Jurisdictions

Offerers are hereby notified that state agencies and authorities are prohibited from entering into contracts with businesses whose principal place of business is located in a discriminatory jurisdiction. Discriminatory jurisdiction is defined as a state or political subdivision which employs a preference or price distorting mechanism to the detriment of or otherwise discriminates against a New York State business enterprise in the procurement of commodities and services by the same or a non-governmental entity influenced by the same. A list of discriminatory jurisdictions is maintained by the commissioner of the New York State Department of Economic Development.

2.23 Negotiations with the Next Highest Offerer

In the event that DCJS should be unsuccessful in negotiating a contract within sixty (60) business days following the date of the notice of award with the originally selected Offerer, DCJS may at any time following the sixtieth business day at its option begin negotiations with the next highest scored Offerer and in such an event DCJS will give notice to all Offerers that it has done so.

2.24 Prime Contractor

Offerer is required to serve as the Prime Contractor for this project. The Prime Contractor is responsible for meeting all Contract obligations set forth in the solicitation and Contract, including all Appendices, Attachments, Exhibits, and any subsequent amendments mutually agreed to in writing between the parties. The Prime Contractor is responsible for payment of all subcontractors and suppliers, including all third-party equipment and service providers contracted by or through the Prime Contractor in performance of the agreement. Where equipment or services are supplied by or through

the Prime Contractor under the Contract, Prime Contractor must assume full integration responsibility for delivery, installation, maintenance, performance, and warranty support services for such items. The Prime Contractor shall also be responsible for payment of any license fees, rents, or other monies due third parties for acquisition of SABIS sites or facilities, and for such other site manager responsibilities as set forth in the Contract. It shall be the responsibility of the Prime Contractor throughout the Contract term, at its cost and expense, to provide periodic design and technical presentations on behalf of DCJS, e.g., expert testimony regarding the SABIS and the proposed technology for DCJS or other interested parties as approved by DCJS. The subject matter, location and frequency of such meetings shall be determined by DCJS.

It is understood and agreed that the legal status of the Prime Contractor, its agents, officers and employees under the Contract is that of an independent contractor, and in no manner shall they be deemed employees of the State, or of DCJS, and therefore they are not entitled to any of the benefits associated with such employment. The Prime Contractor agrees, during the term of the Contract, to maintain, at Prime Contractor's expense, those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability, and unemployment insurance, and to provide the State with certification of such insurance upon request. The Prime Contractor remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

2.25 Albany Project Office

The Prime Contractor is required, at all times during the Contract term, to obtain, develop and staff, at its expense, a Project Office located within five (5) miles of the DCJS Central Office, currently located at 4 Tower Place, Albany, New York 12203. The Prime Contractor's Project Office location must be mutually agreed to by the State. The Offerer shall submit cost information in Attachment 25 for optional work and conference space for fifteen (15) DCJS representatives at the Albany Project Office location.

2.26 Subcontractors

Offerers may submit proposals that include subcontractors. All subcontractors proposed by the Offerer must be identified in the proposal and must be acceptable to DCJS. The Offerer as Prime Contractor remains the single point of contact for DCJS. DCJS will contract with only the Prime Contractor. Where applicable, for example in the Project Plan section of the Offerer's proposal, the specific subcontractor proposed to perform the Prime Contractor's obligation must be identified, but such identification does not relieve the Prime Contractor of any responsibility for performance under the contract with DCJS. All subcontractors will be required to execute confidentiality agreements and non-disclosure agreements. DCJS reserves the right to require fingerprint and security background checks of subcontractor personnel providing services to the Prime Contractor in connection with this RFP and the resulting Contract. Additionally, in recognition of the critical public safety nature of the SABIS to preservation of the health, safety and welfare of the citizens of the State, all subcontracts must contain an express provision that the subcontract is not further assignable or transferable without the written consent of the New York State Comptroller.

Offerer must, in its bid proposal, identify the name of each proposed subcontractor on Attachment 32 *Proposed Subcontractors* and provide a completed and signed Attachment 33 *Key Subcontractor Certification* for each key subcontractor (as defined in the Glossary – Appendix N) proposed by the Offerer. The Prime Contractor is required to include in all subcontracts the affirmative obligation of all previously approved subcontractors to disclose to Prime Contractor and to the State any material change to the information disclosed in Attachment 33 *Key Subcontractor Certification* that occurs after bid submission and during the Contract term. The State shall have the right to prospectively cancel the Contract, in whole or in part, for cause if it finds that such change materially adversely affects the best interests of the State.

DCJS reserves the right to require the Offerer to have executed Contracts with all proposed key subcontractors prior to Contract award, and may withhold or withdraw approval of the proposed award in the event that such agreements have not been entered into within a reasonable time to allow timely Contract award, such timeliness to be determined solely by DCJS.

As a condition of Contract award and thereafter throughout the Contract term, the Successful Offerer shall furnish a written copy of all subcontracts, including subsequent amendments thereto, to the State and certify the completeness thereof of all executed subcontracts or third-party agreements, which support the Prime Contractor's ability to furnish the products and services for this project. In the context of this section, the phrases "certify the completeness thereof" and "certify the terms of third party agreements" shall mean that the Prime Contractor has fully disclosed all terms and conditions of the aforesaid subcontracts and/or third party agreements and will affirmatively disclose to the State any amendments thereto which occur subsequent to the certification. The State's failure to receive or request such agreements shall not constitute a waiver of these rights.

Additionally, to the extent that the Prime Contractor identifies as a proposed subcontractor in its' proposal or under this SABIS Contract an entity which has independently executed a contract with the State of New York for similar services or products as those to be provided through Prime Contractor under this SABIS Contract, and such subcontractor's direct State contract imposes obligations, terms or conditions on the subcontractor which are more beneficial to the State than those set forth in the Contract resulting from this procurement as to such subcontractor's responsibilities under the SABIS, the State reserves the right to:

- a. require the Prime Contractor to incorporate into the SABIS Contract such more beneficial terms and conditions, and
- b. require the Prime Contractor to deliver to DCJS the subcontractor's written agreement to incorporate and honor such additional or beneficial terms to its obligations to DCJS under the SABIS Contract, and
- c. withhold the approval of subcontractor pending receipt by DCJS of written agreements complying with a and b, above.

In the alternative, DCJS reserves the right to delete any portion of work to be performed by such subcontractor from the scope of the SABIS and to acquire such services under the independent State contract where the State determines it would be more advantageous to acquire such products or services directly.

2.27 Trade Secret Materials

Proposals and supporting material submitted to DCJS in response to this RFP are subject to the Freedom of Information Law (Public Officers Law, Article 6; hereinafter FOIL). Pursuant to section 87(2) of FOIL, records or portions thereof that “are trade secrets or are submitted to an agency by a commercial enterprise or derived from information from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise” may be exempt from disclosure. In addition, pursuant to section 89(5)(a)(1-a) of FOIL, records or portions thereof that contain critical infrastructure information may be exempt from disclosure (“critical infrastructure” is defined in sections 86(5) of FOIL). An Offerer must follow the procedures below, if it intends to seek an exemption from disclosure under FOIL of either or both types of material. Where such claimed material is embedded in the Bid Proposal, it shall be the responsibility of the Offerer, at its sole cost and expense, to submit redacted versions of the Bid Proposal within ten (10) days of a request by the State.

Trade secret or proprietary materials or critical infrastructure information as defined by the laws of the State of New York must be clearly marked and identified as such by the Offerer upon submission. Offerers intending to seek an exemption from disclosure of claimed trade secret or proprietary materials or claimed critical infrastructure information under FOIL must, at time of submission, request the exemption in writing and provide an explanation of (i) why the disclosure of the identified information would cause substantial injury to the competitive position of the Offerer, or (ii) why the information constitute critical infrastructure information which should be exempted from disclosure pursuant to section 87(2) of the Public Officers Law. Acceptance of the identified information by the State does not constitute a determination that the information is exempt from disclosure under FOIL. Determinations as to whether the materials or information may be withheld from disclosure will be made in accordance with FOIL at the time a request for such information is received by the State.

3.0 Specifications for Evaluation

Proposals submitted in response to this RFP must meet all of the requirements established by DCJS for this procurement, including the requirements of this RFP and any subsequent information and communication released by DCJS to Offerers, written answers provided by DCJS to Offerers written questions, information distributed to Offerers as a result of the mandatory bid conference and any other communication made by DCJS pursuant to the terms of this RFP. Proposals which fail to meet all of the mandatory requirements will be deemed non-responsive and will not be further evaluated by DCJS. Submission of a proposal is a representation to DCJS that the Offerer is capable of meeting all mandatory requirements of the procurement within the required timeframes. Offerers who, following notice of proposed award in this procurement are not able to meet mandatory requirements of this procurement are subject to penalties as defined in this RFP including but not limited to a draw initiated by DCJS on the letter of credit required in this procurement.

3.1 Technical Specifications

A. Executive Summary

Each Offerer must submit an executive summary of its proposal. Offerers should utilize this section to demonstrate how its overall proposal, specific solution and implementation approach meet DCJS business objectives as defined in this RFP.

The executive summary shall address, at a minimum:

1. The executive commitment of the Offerer, including the responsible executives and a description of their responsibilities in the organization and in this particular procurement. Include, at a minimum:
 - a. Involvement of the Offerers' executive team in this project;
 - b. How many other large projects within the Offerers' organization that would be concurrent with this project;
 - c. How the Offerers' executive team is made aware of issues within a project (e.g., QA process);
 - d. Escalation process from the Offerers' Project Manager up to the executive team; and
 - e. Proposed project steering committee membership, meeting frequency, etc.
2. The Offerer's strategic direction, ongoing commitment to research and development and plans for future product(s) that may affect the DCJS programs required herein including, at a minimum, what the current schedule looks like for new releases / versions through at least the next 24 months (optimally, at least a five (5) year plan would be preferred) with an outline of new or enhanced major features by release / version. Include, at a minimum:

- a. Commitment to the product(s) being proposed as the solution for DCJS;
 - b. Offerers' investment strategies for Research and Development;
 - c. Publicly proposed plans or strategies under evaluation for the acquisition, merger or other restructuring of the organization or that of any proposed subcontractor;
 - d. How biometric systems fit into the Offerers' product and service portfolio;
 - e. How the proposed solution positions DCJS for the next generation of biometric system capabilities;
 - f. A roadmap of the next five (5) to ten (10) years for the Offerers' organization for its products and services; and
 - g. How industry and open standards are utilized in the Offerers' proposed solution.
3. Conceptual overview of the solution that is being proposed for DCJS. Include, at a minimum:
- a. Hardware and software solution including scalability during the contract term;
 - b. Conversion and implementation plans;
 - c. Satisfying accuracy requirements;
 - d. Approach to high-availability solution; and
 - e. How the Offerers' experience with implementing similar, large-scale biometric systems positions the Offerer for a successful delivery to DCJS.
4. The Offerer's scope of installed sites including, but not limited to, the following:
- a. The number of forensic Tenprint and Latent Print systems installed, by product version, and in production throughout the world, by country and state within the U.S.;
 - b. The number of these systems that have been installed within the past five (5) years, by product version;
 - c. The number of these systems that are installed with Tenprint database sizes of at least one (1) million individuals, by product version; and
 - d. A brief discussion of the result of the engagement with each customer referenced in Section 3.1.B.
5. The following corporate information:
- a. Delineation of the Offerer's form of organization and structure, including ownership and control, financing structure and any existing options, rights and warrants, shelf registration and other form of encumbrance or pledge against equity or assets;

- b. Offerer's DUNS identifier;
- c. Copy of the Offerer's most current Dun and Bradstreet report;
- d. Copy of the Offerer's most recent SEC 10 or equivalent filing; and
- e. Disclosure of active investigations of the Offerer or of any holding company of which the Offerer is a subsidiary by any exchange or governmental entity which would not necessarily result in disapproval of the proposed agreement, but must be disclosed.

DCJS will schedule a presentation with the Offerers' proposed management team including appropriate executives and technical specialists. The presentation would be structured such that each Offerer would be asked to present its proposal and management team to DCJS at a DCJS location to be determined.

The Offerers shall limit its presentations to information and material included in its technical proposal. The Offerers shall not introduce new information at this presentation, and shall not present or discuss any information related to its cost proposal. The presentation shall not be an opportunity for Offerers to ask questions about the RFP or any other aspect of the procurement process. DCJS shall limit its questions to the information as presented by the Offerers and within the framework of its evaluation protocol.

The presentation agenda is as follows:

A. General Introductions - - led by DCJS: *10 minutes*

B. Management Team Introductions - - led by Offerer: *20 minutes*

Include, but do not necessarily limit presentation to:

- Meeting the Offerers' Project and Testing Managers with a discussion of their roles on the project;
- Offerer's organization structure of the managers and staff responsible for the DCJS project;
- Offerer's proposed roles and responsibilities for DCJS management and staff and
- How will the Offerer and DCJS work together during the contract term.

C. Executive Commitment - - led by Offerer: *30 minutes*

Include, but do not necessarily limit presentation to:

- Involvement of the Offerers' executive team in this project;
- How many other large projects within the Offerers' organization that would be concurrent with this project;
- Publicly proposed plans or strategies under evaluation for the acquisition, merger or other restructuring of the organization or that of any proposed subcontractor;

- How the Offerers' executive team is made aware of issues with a project (e.g., QA process);
- Escalation process from the Offerers' Project Manager up to the executive team; and
- Proposed project steering committee membership, meeting frequency, etc.

D. Strategic Direction - - led by Offerer: *30 minutes*

Include, but do not necessarily limit presentation to:

- Commitment to the product(s) being proposed as the solution for DCJS;
- Offerer's investment strategies for Research and Development;
- How biometric systems fit into the Offerers' product and service portfolio;
- How the proposed solution positions DCJS for the next generation of biometric system capabilities;
- A roadmap of the next five (5) to ten (10) years for the Offerers' organization for its products and services; and
- How industry and open standards are utilized in the Offerers' proposed solution.

E. Proposal Overview - - led by Offerer: *60 minutes*

Include, but do not necessarily limit presentation to:

- Hardware and software solution including scalability during the contract term;
- Conversion and implementation plans;
- Satisfying accuracy requirements;
- Approach to high-availability solution; and
- How the Offerers' experience with implementing similar, large-scale biometric systems positions the Offerer for a successful delivery to DCJS.

F. Reference Sites - - led by Offerer: *30 minutes*

Include, but do not necessarily limit presentation to:

- The number of forensic Tenprint and Latent Print systems installed, by product version, and in production throughout the world, by country and state within the U.S.;
- The number of these systems that have been installed within the past five (5) years, by product version;
- The number of these systems that are installed with Tenprint database sizes of at least one (1) million individuals, by product version; and
- A brief discussion of the result of the engagement with each customer referenced in Section 3.1.B.

G. Optional Features - - led by Offerer: *15 minutes*

Include:

- Overview of the Offerers' approach to the optional features in the RFP; and
- A brief discussion of the criteria utilized to not propose optional features in either the COTS or customized product.

H. Wrap-up - - led by DCJS: *15 minutes*

Offerers are advised that for contracts submitted for approval under the New York State Finance Law ("Section 112 approval"), the State Comptroller may independently ascertain, determine, evaluate, approve, reject or make further inquiry into the terms and conditions of the agreement and may make an independent determination of the Vendor Responsibility, requisite financial strength and stability of the Offerer, an assessment of the ability of the Offerer to perform under the terms of the agreement for the period of time specified and other factors which the Comptroller deems in the best interest of the State of New York. Determining the acceptability of an Offerer can extend to an evaluation by the Comptroller of any proposed subcontractors and if applicable, holding companies. In the course of the contract approval process, the Comptroller may submit questions and requests for further information from DCJS. DCJS in turn may rely on the Offerer for assistance in preparation of the responses to these inquiries, and these inquiries and responses submitted will become part of the procurement record.

B. Offerer Experience and Customer References

Because of the public safety importance of the SABIS to the health, safety and welfare of the citizens of the State, DCJS must give consideration to particular subject matter experience, including financial, management and technical expertise of the Offerer and Offerer's project team, and to other factors. The Offerer must therefore, as Prime Contractor, have experience in the successful implementation of automated fingerprint identification systems that meet the requirements specified in this section. Therefore, the Offerer must provide, as part of the Technical Proposal, the information required in this section to document their experience. All requested information shall be completed on the attachments referenced below.

Each customer reference identified by the Offerer in sections 3.1.B.(1) through 3.1.B.(6) will receive the materials contained in Appendix I (Statewide Automated Biometric Identification System Project ABIS/AFIS Customer Reference Questionnaire) and every response received by DCJS from the Offerer's customers will be utilized in the evaluation process.

1. Mandatory Requirement – Qualifying Forensic AFIS/ABIS Tenprint/Unsolved Latent Fingerprint Customer Reference

The Offerer must provide contact information and qualifying data on Attachment 8a for one (1) customer reference for which the Offerer, as Prime Contractor, has successfully implemented a forensic AFIS/ABIS Tenprint and unsolved Latent fingerprint search system that is currently in production as described below:

- Utilizes the same generation of COTS software and architecture for sizing and throughput as the Offerer proposes in the response to this RFP.
- Has a target Tenprint database of at least three and a half (3.5) million individuals with 2 or more fingerprint images per individual.
- Has 1,000 Tenprint transactions and 30 Latent transactions per day (on average across work days).
- Performs real-time insertion and replacement of fingerprint images in the target database.
- The current software release has been in operation for 90 days after customer's acceptance test and has no outstanding suits, issues or critical problems.

It is the Offerer's option to provide contact information and qualifying data on Attachment 8b for one (1) qualifying alternate customer reference, which DCJS will contact if a) the primary customer reference fails to respond to DCJS' request for information or b) DCJS determines that the primary customer's search system does not meet all of the above mentioned mandatory requirements.

DCJS staff will contact the customer reference(s) by telephone or e-mail and request that they complete and return the ABIS/AFIS Customer Reference Questionnaire as set forth in Appendix I. If DCJS is unable to obtain the necessary reference response(s), the Offerer will be notified to allow the Offerer to encourage their references to respond. DCJS will contact only one (1) primary and one (1) alternate customer reference provided by the Offerer to meet this mandatory experience requirement. DCJS reserves the right to contact customers for clarification of responses given in the questionnaire.

An Offerer can be disqualified (during the technical evaluation) if a) DCJS is unable to obtain a completed questionnaire from the customer reference by the return deadline (unless extended by Agency staff) or b) DCJS determines that the customer's search system that was implemented by the Offerer does not meet all of the above mentioned mandatory requirements. Any customer questionnaires received after the due date and time will not be accepted.

2. Mandatory Requirement – Qualifying Forensic AFIS/ABIS Tenprint/Unsolved Latent Fingerprint Customer Reference

The Offerer must provide contact information and qualifying data on Attachment 9a for one (1) customer reference for which the Offerer, as Prime Contractor, has successfully implemented a forensic AFIS/ABIS Tenprint and unsolved Latent fingerprint search system that is currently in production as described below:

- Utilizes the same generation of COTS software and architecture for sizing and throughput as the Offerer proposes in the response to this RFP.
- Has a target Tenprint database of at least one (1) million individuals with 2 or more fingerprint images per individual.
- Has 1,000 Tenprint transactions and 30 Latent transactions per day (on average across work days).
- Performs real-time insertion and replacement of fingerprint images in the target database.
- The current software release has been in operation for 90 days after customer's acceptance test and has no outstanding suits, issues or critical problems.

It is the Offerer's option to provide contact information and qualifying data on Attachment 9b for one (1) qualifying alternate customer reference, which DCJS will contact if a) the primary customer reference fails to respond to DCJS' request for information or b) DCJS determines that the primary customer's search system does not meet all of the above mentioned mandatory requirements.

DCJS staff will contact the contact the customer reference(s) by telephone or e-mail and request that they complete and return the ABIS/AFIS Customer Reference Questionnaire. If DCJS is unable to obtain the necessary reference response(s), the Offerer will be notified to allow the Offerer to encourage their references to respond. DCJS will contact only one (1) primary and one (1) alternate customer reference provided by the Offerer to meet this mandatory experience requirement. DCJS reserves the right to contact customers for clarification of responses given in the questionnaire.

An Offerer can be disqualified (during the technical evaluation) if a) DCJS is unable to obtain a completed questionnaire from the customer reference by the return deadline (unless extended by Agency staff) or b) DCJS determines as a result of the reference check that the customer's search system that was implemented by the Offerer does not meet all of the above mentioned mandatory requirements. Any customer questionnaires received after the due date and time will not be accepted.

3. Mandatory Requirement – Qualifying Forensic Palm Print/Unsolved Latent Palm Print Customer Reference

The Offerer must provide contact information and qualifying data on Attachment 10a for one (1) customer reference for which the Offerer, as Prime Contractor, has successfully implemented a forensic palm print and unsolved Latent palm print search system that is currently in production as described below:

- Utilizes the same generation of COTS software and architecture for sizing and throughput as the Offerer proposes in the response to this RFP.
- Has a target palm print database of at least ten thousand (10,000) palm print individuals with 2 or more palm print images per individual.
- Has 500 palm print transactions and 30 Latent transactions per day (on average across work days).
- Performs real-time insertion and replacement of palm print images in the target database.
- The Palm Print system current software release has been in operation for 90 days after customer's acceptance test and has no outstanding suits, issues or critical problems.

The customer reference provided to fulfill the above mentioned requirement may also be used to fulfill either the Subsection 1 requirement or the Subsection 2 requirement, if the customer's system fulfills the specific qualification requirements for each type of system.

It is the Offerer's option to provide contact information and qualifying data on Attachment 10b for one (1) qualifying alternate customer reference, which DCJS will contact if a) the primary customer reference fails to respond to DCJS' request for information or b) DCJS determines that the primary customer's search system does not meet all of the above mentioned mandatory requirements.

DCJS staff will contact the customer reference(s) by telephone or e-mail and request that they complete and return the ABIS/AFIS Customer Reference Questionnaire. If DCJS is unable to obtain the necessary reference response(s), the Offerer will be notified to allow the Offerer to encourage their references to respond. DCJS will contact only one (1) primary and one (1) alternate customer reference provided by the Offerer to meet this mandatory experience requirement. DCJS reserves the right to contact customers for clarification of responses given in the questionnaire.

An Offerer can be disqualified (during the technical evaluation) if a) DCJS is unable to obtain a completed questionnaire from the customer reference by the return deadline (unless extended by Agency staff) or b) DCJS determines that the customer's search system that was implemented by the Offerer does not meet all of the above mentioned mandatory requirements. Any customer questionnaires received after the due date and time will not be accepted.

4. Mandatory Requirement – Qualifying Forensic AFIS/ABIS Tenprint/Unsolved Latent Fingerprint Customer Reference for Functional Site Evaluation

A DCJS team will perform a functional site evaluation of a forensic AFIS/ABIS that has been successfully implemented by the Offerer, which utilizes the Offerer's same generation of COTS software, user interface and workflow to perform Tenprint and Latent searches, fingerprint insertion and fingerprint replacement.

Therefore, the Offerer must provide contact information and qualifying data on Attachment 11a for one (1) customer reference for which the Offerer, as Prime Contractor, has successfully implemented a forensic AFIS/ABIS Tenprint and unsolved Latent fingerprint search system that is currently in production as described below:

- Utilizes the same generation of COTS software, user interface and workflow as the Offerer proposes in the response to this RFP.
- Has a target Tenprint database of at least one (1) million individuals with 2 or more fingerprint images per individual.
- Has 1,000 Tenprint transactions and 30 Latent transactions per day (on average across work days).
- Performs real-time insertion and replacement of fingerprint images in the target database.
- The current software release has been in operation for 90 days after customer's acceptance test and has no outstanding litigation, issues or critical problems.

The customer reference provided to fulfill the above mentioned requirement may also be used to fulfill either the Subsection 3.1(B)(1) – 3.1.(B)(3) requirements, if the customer's system fulfills the specific qualification requirements for each type of system.

It is the Offerer's option to provide contact information and qualifying data on Attachment 11b for one (1) qualifying alternate customer reference, which DCJS will contact if a) the primary customer reference fails to respond to DCJS' request for a site visit, or b) DCJS determines, prior to the functional site evaluation, that the primary customer's search system does not meet all of the above mentioned mandatory requirements.

It is DCJS' preference that Offerers provide a qualifying customer reference location in North America. The Offerer may stipulate a customer in a location outside North America, if there is no representative customer site in North America and provided the location is NOT within a country or region for which the United States Department of State (DOS) has issued a current travel warning or travel alert. In the event the qualifying site is in a country or region that is added to the US DOS travel warning or travel alert posting (see

below) after the bid proposal due date, the Offerer will be provided with an opportunity to submit an additional qualifying site. This does not, however, change the responsibility of the Offerer to provide DCJS with the appropriate qualifying site evaluation reference. Links to DOS travel warnings and alerts are posted on the DOS website at:

http://travel.state.gov/travel/cis_pa_tw/cis_pa_tw_1168.html

If an Offerer separately submits more than one (1) proposal for the purpose of offering alternative solutions, DCJS will perform only one (1) functional site evaluation and the Functional Site Evaluation score will apply to each of the Offerer's separately submitted proposals.

DCJS will be sending up to five representatives. These representatives are expected to spend an entire day at the site to view the processes and functional workflow. The representatives will require access during the visit to knowledgeable staff for process and functional clarification. The visit will allow the representatives to observe and collect pertinent information for evaluation (e.g., workstation ease of use, navigation, presentation of data). **It is the Offerer's responsibility to ensure that the Customer Site Visit References are aware of and willing to accommodate a DCJS site visit and complete the AFIS/ABIS Customer Reference Questionnaire within the designated timeframe.** The Offerer may be present to provide formal introductions, but may not be present during the DCJS evaluation.

DCJS staff will contact the customer reference(s) by telephone or e-mail to make arrangements for a functional site evaluation and to request that the reference contact complete and return the ABIS/AFIS Customer Reference Questionnaire. If DCJS is unable to obtain the necessary reference response(s), the Offerer will be notified to allow the Offerer to encourage their references to respond. DCJS will contact only one (1) primary and one (1) alternate customer reference provided by the Offerer to meet this mandatory requirement. DCJS reserves the right to contact customers for clarification of responses given in the questionnaire.

An Offerer shall be disqualified (during the technical evaluation) if a) the Offerer indicated on Attachment 11a and/or Attachment 11b that they have one or more representative customer sites in North America, but they provided only reference information for a customer(s) located outside North America for the mandatory Functional Site Evaluation requirement; or b) the Offerer provided only reference information for a customer(s) located within a travel warning/alert location for the mandatory Functional Site Evaluation requirement; or c) DCJS is unable to obtain a completed questionnaire from the customer reference by the return deadline (unless extended by DCJS staff); or d) DCJS is unable to arrange for and/or conduct a functional evaluation at either the primary or alternate customer reference site by the stated deadline (unless extended by DCJS staff) despite making reasonable efforts to arrange for and/or conduct a functional evaluation; or e) DCJS determines as a result of the reference check and/or functional site evaluation that the search system that

the Offerer implemented for the customer reference does not meet all of the mandatory requirements. DCJS will conduct only one (1) tenprint functional site visit for each Offerer. Therefore, if DCJS determines as a result of the functional site evaluation that the customer's tenprint system does not meet all of the mandatory requirements, the Offerer will be disqualified. DCJS will not conduct a subsequent functional site evaluation at an alternate site. Any customer questionnaires received after the due date and time will not be accepted.

5. Mandatory Requirement – Qualifying Forensic AFIS/ABIS Palm Print/Unsolved Latent Palm Print Customer Reference for Functional Site Evaluation

DCJS prefers a functional site evaluation for each Offerer to include both tenprint and palm print system. In the event this is not possible, A DCJS team will perform a functional site evaluation of a forensic AFIS/ABIS that has been successfully implemented by the Offerer, which utilizes the Offerer's same generation of COTS software, user interface and workflow to perform Palm Print and Latent searches, palm print insertion and palm print replacement.

Therefore, the Offerer must provide contact information and qualifying data on Attachment 11c for one (1) customer reference for which the Offerer, as Prime Contractor, has successfully implemented a forensic AFIS/ABIS Palm Print and unsolved Latent palm print search system that is currently in production as described below:

- Utilizes the same generation of COTS software, user interface and workflow as the Offerer proposes in the response to this RFP.
- Has a target palm print database of at least ten thousand (10,000) individuals with 2 or more palm print images per individual.
- Has 500 palm print transactions and 30 Latent transactions per day (on average across work days).
- Performs real-time insertion and replacement of palm print images in the target database.
- The current software release has been in operation for 90 days after customer's acceptance test and has no outstanding litigation, issues or critical problems.

The customer reference provided to fulfill the above mentioned requirement may also be used to fulfill either the Subsection 3.1.(B).1 – 3.1.(B).4 requirements, if the customer's system fulfills the specific qualification requirements for each type of system.

It is the Offerer's option to provide contact information and qualifying data on Attachment 11d for one (1) qualifying alternate customer reference, which DCJS will contact if a) the primary customer reference fails to respond to DCJS' request for a site visit, or b) DCJS determines, prior to the functional site evaluation, that the primary customer's search system does not meet all of the above mentioned mandatory requirements.

It is DCJS' preference that Offerers provide a qualifying customer reference location in North America. The Offerer may stipulate a customer in a location outside North America, if there is no representative customer site in North America and provided the location is NOT within a country or region for which the United States Department of State (DOS) has issued a current travel warning or travel alert. In the event the qualifying site and alternate qualifying site is added to the US DOS travel warning or travel alert posting (see below) after the bid proposal due date, the Offerer will be provided with an opportunity to submit an additional qualifying site. This does not modify the responsibility of the Offerer to provide DCJS with the appropriate qualifying site evaluation reference. Links to DOS travel warnings and alerts are posted on the DOS website at:

http://travel.state.gov/travel/cis_pa_tw/cis_pa_tw_1168.html

If an Offerer separately submits more than one (1) proposal for the purpose of offering alternative solutions, DCJS will perform only one (1) palm print functional site evaluation and the Functional Site Evaluation score will apply to each of the Offerer's separately submitted proposals.

DCJS anticipates sending approximately five representatives. These representatives are expected to spend an entire day at the site to view the processes and functional workflow. The representatives will require access during the visit to knowledgeable staff for process and functional clarification. The visit will allow the representatives to observe and collect pertinent information for evaluation (e.g., workstation ease of use, navigation, presentation of data). **It is the Offerer's responsibility to ensure that the Customer Site Visit References are aware of and willing to accommodate a DCJS site visit and complete the AFIS/ABIS Customer Reference Questionnaire within the designated timeframe.** The Offerer may be present to provide formal introductions, but may not be present during the DCJS evaluation.

DCJS staff will contact the customer reference(s) by telephone or e-mail to make arrangements for a functional site evaluation and to request that the reference contact complete and return the ABIS/AFIS Customer Reference Questionnaire. If DCJS is unable to obtain the necessary reference response(s), the Offerer will be notified to allow the Offerer to encourage their references to respond. DCJS will contact only one (1) primary and one (1) alternate customer reference provided by the Offerer to meet this mandatory requirement. DCJS reserves the right to contact customers for clarification of responses given in the questionnaire.

An Offerer shall be disqualified (during the technical evaluation) if a) the Offerer indicated on Attachment 11c and/or Attachment 11d that they have one or more representative customer sites in North America, but they provided only reference information for a customer(s) located outside North America for the mandatory Functional Site Evaluation requirement; or b) the Offerer provided only reference

information for a customer(s) located within a travel warning/alert location for the mandatory Functional Site Evaluation requirement; or c) DCJS is unable to obtain a completed questionnaire from the customer reference by the return deadline (unless extended by DCJS staff); or d) DCJS is unable to arrange for and/or conduct a functional evaluation at either the primary or alternate customer reference site by the stated deadline (unless extended by DCJS staff) despite making reasonable efforts to arrange for and/or conduct a functional evaluation; or e) DCJS determines as a result of the reference check and/or functional site evaluation that the search system that the Offerer implemented for the customer reference does not meet all of the mandatory requirements. DCJS will conduct only one (1) palm print functional site visit for each Offerer. Therefore, if DCJS determines as a result of the functional site evaluation that the customer's palm print system does not meet all of the mandatory requirements, the Offerer will be disqualified. DCJS will not conduct a subsequent functional site evaluation at an alternate site. Any customer questionnaires received after the due date and time will not be accepted.

6. Additional Forensic AFIS/ABIS Customer References

In order to further demonstrate the breadth of their AFIS/ABIS implementation experience, the Offerer must provide contact information and qualifying data on Attachment 12 for additional customer reference for which the Offerer, as Prime Contractor, has successfully implemented a forensic AFIS/ABIS that is similar to the DCJS' ABIS in database sizes (number of individuals and unsolved images), throughput, complexity and operational requirements.

Offerers are encouraged to submit at least three (3) additional customer references. The customer references provided to fulfill this element must be **in addition** to the customer references provided to meet the mandatory requirements specified in Subsections 1 through 4 above.

DCJS staff will contact the customer references by telephone or e-mail and request that they complete and return the ABIS/AFIS Customer Reference Questionnaire. If DCJS is unable to obtain the necessary reference response(s), the Offerer will be notified to allow the Offerer to encourage their references to respond. DCJS reserves the right to contact customers for clarification of responses given in the questionnaire.

Any customer questionnaires received after the due date and time will not be accepted.

C. Mandatory Requirement – Base Requirements for Offerer's Proposed SABIS Solution

DCJS is seeking to replace its aging, highly integrated AFIS with a new ABIS equipped with the latest, proven algorithms, hardware and software using COTS products and services, and if necessary, customized products and services. DCJS has assessed the mandatory requirements for a new SABIS and has identified items which must be included.

In order for an Offerer's proposed SABIS solution to be deemed responsive to this solicitation, the solution offered shall meet all of the MANDATORY requirements specified in this section. As part of their Financial/Administrative Proposal, the Offerer shall submit a Formal Offer Letter, as set forth in Attachment 17, which shall include a statement affirming that the Offerer's proposed SABIS solution meets or exceeds all of the mandatory base system requirements set forth in this Subsection 3.1.C. As part of their Technical Proposal, the Offerer shall also include completed Attachments 13 and 14, as described in this section.

The Offerer's proposed SABIS solution shall meet all of the MANDATORY requirements specified below:

1. The Offerer must propose both a **proven** SABIS solution and hardware and software **support terms acceptable to DCJS** which support terms will enable the Offerer to fully meet all of the requirements of the RFP for the term of the Contract and any extensions. "**Proven**" means that the proposed solution and provision for support have been previously placed into commerce by the Offerer, that is; that the proposed solution has been procured, installed, accepted and is in operation at a level consistent with the proposed capability for at least ninety consecutive days at an organization not owned or controlled by the Offerer. "**Support terms acceptable to DCJS**" means that hardware and software must be maintained so that the Offerers proposed solution operates at or exceeds all of the requirements of this RFP, including but not limited to requirements respecting downtime, production volume and efficiency, network connectivity, time to repair and interoperability. Throughout the term of the Contract, Offerer shall implement license upgrades, updates, fixes and patches at no additional charge to DCJS on a schedule acceptable to DCJS so that the versions of software and hardware installed at DCJS are at levels equal to those then placed in commerce by the Offerer. Offerer affirms its understanding that it is proposing its solution specifically to support the State's continuing public safety requirements. In the event that the Offerer discontinues the level of support offered to any of its customers operating similar products or using services and support levels similar to those provided to DCJS by Offerer as Prime Contractor for whatever reason including but not limited to obsolescence, compatibility of replacement hardware or software, discontinuance of manufacture or other failure of Prime Contractor's supply chain, changes in version or generation of software, or business objectives of the Offerer, such action by the Offerer does not relieve the Offerer of its obligations to the State to meet its requirements to support the hardware and software to ensure continued operation consistent within the requirements of the RFP. The parties agree that in consideration of potential limited future availability of component hardware devices or compatibility of software issues which may arise in the future, that if the Offerer discontinues marketplace offering of support of any hardware or software version similar to that installed at DCJS, that Offerer shall advise DCJS immediately and that DCJS may in its sole discretion elect to require the Offerers to upgrade the DCJS installation at no cost to the State.

2. The Offerer's SABIS solution shall be initially capable of storing composite and up to two (2) Multiple Registration Events (MRE) Tenprint fingerprint records for up to 8.7 million unique individuals and one set of composite palm print images for up to 700,000 of the 8.7 million unique individuals. The SABIS shall be capable of storing composite and up to two (2) MRE Tenprint fingerprint records plus one set of composite palm print images for the increased growth each year, as stated in Appendix J, Table 5. In addition, the Offerer's SABIS solution shall be initially capable of storing 122,500 Unsolved Latent fingerprint images and 97,000 Unsolved Latent palm print images. The SABIS shall be capable of storing Unsolved Latent fingerprint and palm print images in the appropriate database for the increased growth each year, as stated in Appendix J, Table 5 & 6.
3. The Offerer shall propose a SABIS initially capable of processing a minimum of, per 24 hour day, 8,000 Tenprint searches, 4,000 Latent fingerprint searches and 3,000 Latent palm print searches. In addition, the system shall be initially capable of peak processing per hour of 800 Tenprint searches, 700 Latent fingerprint searches and 525 Latent palm print searches. The SABIS shall be capable of processing the increased growth each year, as stated in Appendix J, Table 5 & 6, and proportional increase in peak processing per hour.
4. The Offerer's complete SABIS design shall include, at a minimum:
 - a. Hardware and software for all workflow, processing, and interface messaging to DCJS CCH and DCJS external partners (customers)
 - b. Files and databases
 - c. Data storage
 - d. High availability software and hardware
 - e. Algorithms for searching and processing
 - f. Interoperability for internal and external partners, now and in the future.
5. The SABIS workflow management shall be expandable to allow for future parallel biometric search functionality such as, but not limited to, facial recognition and scars/marks/tattoos (SMTs).
6. The SABIS shall include an organized and intuitive interface for all users. It shall incorporate generally accepted General User Interface conventions such as drop-down menus, type-ahead, search support, and other common means of interacting with users. SABIS shall, where possible, automate to the best advantage for a user-friendly environment. SABIS users shall be spared repetitive tasks, non-intuitive screens, obscure commands, codes and error messages.
7. The SABIS user interface shall enable a mouse and/or a keyboard selection for each user action.
8. The Offerer shall supply all hardware and software required to implement its solution (including SABIS, interfaces, the test environment, High Availability solution and technology refresh) including, but not limited to, the following:

- a. Production and Test environment Servers
 - b. Production and Test environment Storage / SAN
 - c. Production and Test environment Networking required to connect to the DCJS LAN
 - d. Production and Test environment Workstations
 - e. Production and Test environment COTS Products
 - f. Production and Test environment Operating Systems
 - g. Production and Test environment Racks, Cables and Cable management
9. The Offerer shall supply a sufficient number of ergonomic workstations to meet DCJS throughput and staffing needs. The requirement includes equipment (e.g., table / desk, chair(s), desktop computer, monitor, scanner(s), camera(s), fingerprint card and document printer(s), etc.) at current regional sites; if new equipment is needed at the regional sites for the sites to achieve compatibility and interoperability with the SABIS. See Appendix J for a list of current regional sites.
10. The SABIS shall provide monitors for each workstation with the appropriate size and resolution. At a minimum these monitors shall have: a TFT-LCD widescreen size of 24", a resolution of 1600x1200, True Color, and have an image display of 256 shades of gray.
11. The Offerer shall supply networked FBI-certified printers to be available for all phases of Tenprint and Latent print processing. These proposed printers shall have dual-trays with one tray containing 8 x 8 fingerprint card stock and the other containing letter size paper. Capacities must support a minimum of 500 sheets of fingerprint card to stock and 250 sheets of 8.5 X 11 paper. These printers shall have the ability to print New York State and FBI fingerprint card and palm print card formats, accurately reproducing gridlines and text on blank card stock. They shall also have duplex capability that will not jam with FBI provided blank card stock and include a self-calibration feature to ensure proper grayscale and 1 to 1 images size printing per FBI specifications. The IAFIS Image Quality Specifications are provided in Appendix F of the CJIS Electronic Fingerprint Transmission Specification for certification criteria, which can be found on the Federal Bureau of Investigation web site at:
- <http://www.fbibiospecs.org/fbibiometric/docs/EBTS%20V8.002%2010-24-07.pdf>
12. The SABIS shall be operational for all processing 24x7x365. Therefore, DCJS requires minimal or no downtime and expects monthly system availability of at least 99.5% for SABIS processing with no single downtime of greater than 90 minutes duration. Any planned downtime must be scheduled and approved in advance by DCJS.
13. The SABIS shall initially be able to process at least 7,000 NYSID record deletions per month (fingerprint, palm print and associated data) based on deletion commands from the DCJS CCH. The SABIS shall be capable of processing a two (2) percent increase of deletions each year.

14. The SABIS average technical search times shall be no greater than the following:
 - a. 9.3 seconds for Tenprint transaction to Tenprint target database(TP/TPDB)
 - b. 29 seconds for Tenprint transactions to unsolved target database (TP/ULFD)
 - c. 120 seconds for unsolved Latent to Tenprint target database (ULF/TPDB)

15. The Offerer shall provide a SABIS test system at the DCJS central site that:
 - a. has all features and functionality of the SABIS production system
 - b. is independent of and mirrors the production system
 - c. is capable of independently messaging with four environments of the other DCJS test systems (1) the sandbox development environment, (2) the integrated development environment, (3) the test (quality assurance) environment and (4) the staging environment
 - d. is smaller in size and capacity than the production system, but shall have all hardware and software components, providing for a test system sized to at least 5% of the production databases(s), files, and queues with comparable throughput and capacity and no fewer than two workstations
 - e. can be utilized by DCJS staff to verify and quality assure all new vendor releases and system patches before deployment to the DCJS production system
 - f. can be utilized by DCJS development team to test changes in DCJS software that communicates with the SABIS

16. The Offerer shall comply with the New York State Office of Cyber Security and Critical Infrastructure Coordination (CSCIC) Cyber Security Standards S05-001 version 2.0, Cyber Security Policy P03-002 version 3.0, FBI Criminal Justice Information Services (CJIS) Security Policy version 4.4, the DCJS Technology Policy issued June 4, 2007, and all policies then in effect. For purposes of any State of New York security or access policy the SABIS is a State Entity (SE) system. These policies:
 - a. set the direction,
 - b. give broad guidance
 - c. define requirements for information security related processes and actions across state entities and third party sites with state entities' data, and
 - d. follow the framework of ISO/IEC 17799 for Security Policy guidelines.

Any exceptions must be approved by DCJS.

17. Any proposals for changes made to SABIS after system acceptance shall have prerequisite test and/or benchmark studies. This shall include upgrades, bug fixes, or changes that replace human intervention with any type of automated processing. The test plan and methodology for these proposals shall be approved by DCJS. These changes shall include, but not be limited to:

- a. Manual pattern classification versus any vendor automated classification
 - b. Image segmentation
 - c. Sequence checking
 - d. The specific fingers that shall be used for the technical search
 - e. The number of search fingers that must be of good image quality that shall constitute an acceptable search transaction system
18. The Prime Contractor must comply with the DCJS Rational Unified Process (RUP)-based SDLC deliverables for any software that will need to be managed and maintained by DCJS. This includes:
- a. Use Case documentation
 - b. UML modeling (detailed class diagrams and detailed sequence diagrams) with tracability to all use cases
 - c. UML deployment diagrams
 - d. Coding with comprehensive unit tests for all code
 - e. System integration test plans, test cases and results
 - f. Performance test plans, test cases and results
 - g. Quality Assurance test plans, test cases and results
 - h. Support Guides (tier 1 and tier 2)
19. The SABIS shall be capable of inserting new records (new NYSID) into the SABIS target databases within 1 minute of receipt of the Final Identification Message (i.e., new NYSID), and shall be capable of updating a NYSID record in the target SABIS databases within 3 minutes of receipt of the Final Identification Message (i.e., match to an existing NYSID) or an Identification Technician's confirmation of a composite record update (if Identification Technician's confirmation is applicable).
20. The Offerer shall include in their solution a "Technology Refresh" capability with the characteristics as stated in the following:
- a. At a minimum, the offerer shall keep all Production and Test system hardware and software (as defined in Attachment 14, sections A.9 and D.1) at the level required to retain at all times, manufacturer's support and system functionality, specifications and performance as specified in the RFP and the Offerer's bid for the period of the ten (10) year contract and any extensions provided for in the agreement. The technology refresh, however, shall not include the equipment in Section 3.1.C.9 above except for any proprietary end-user desktop equipment required to operate the proposed SABIS solution; and
 - b. The support levels for all Production and Test system hardware and software shall never be more than two (2) versions behind the currently released version, even if older versions are still supported by the manufacturer. This includes all of the SABIS Offerer's COTS and customized software. The hardware components must be 'refreshed' no less frequently than every four years; and
 - c. DCJS shall have the option to approve and/or reschedule all upgrades; and

- d. The technology refresh “clock” will begin on the day DCJS accepts the complete system (i.e., no fewer than two (2) refreshes during the first ten (10) years of the contract).
21. The operational requirements for interoperability (ability of systems, and component hardware and software, and other external agencies/DCJS customers to use the services to enable them to operate effectively together) address the degree to which value is derived from the technical capability in the proposed solution. The Offerer shall agree to a SABIS solution that allows for continued assessment and progress toward maintaining interoperability as the SABIS and/or its components are upgraded, and as other external systems also evolve. The Offerer shall also agree that its solution adheres to applicable industry standards and that its’ technology policies adhere to industry best practices.
22. The SABIS shall initially be able to process requests from the DCJS CCH for at least 120,000 NYSID record biographical/event non-image data updates per month and 12,000 Multiple Registration Event (MRE) deletions per month (MRE deletions apply to specific events within a NYSID record containing two (2) or more events). The SABIS shall be capable of processing a two percent (2%) increase of NYSID record data updates and a two percent (2%) increase in MRE deletions each year.
23. The SABIS workstation user interface must provide feedback in less than 1 second after each key press, movement of the mouse, or any other physical input from the user, and after each change in the state of controls that react to input from the user, for example, displaying menus or indicating drop targets.
24. The SABIS workstation user interface must take no longer than 1 second to display each progress indicator, complete each ordinary user command (for example, closing a dialog box), or complete each background task (for example, reformatting a table).
25. For the Tenprint target search database, the time that it takes for a subject’s search criteria alphanumeric data (such as sex or pattern) to be updated on the appropriate database, from the time that the SABIS system receives the request for the update of the data until the time that the update is completed on the target database(s)/file(s) must be no more than 10 seconds. If there is no binning of subjects for searching in the Offerer’s SABIS solution, this requirement is not applicable.
26. The SABIS workflow and business rules shall be flexible to fully support DCJS’ legal and/or policy requirements, which may change, as well as the expansion and/or changes to DCJS’ identification workflow and business rules. New York State’s legal and/or policy requirements require the suppression of some records from search results, and also the expiration of Latent cases due to the respective crime’s statute of limitations.

27. The Prime Contractor shall provide an Interface Design Document that describes and agrees to the messaging between the SABIS and external interfaces (DCJS CCH), within a mutually agreed upon timeframe after contract approval for DCJS approval. All messages shall be documented, including field descriptions, field date formats and fields sizes, required versus optional fields, and messaging protocol.
28. The Prime Contractor shall provide a comprehensive Communications Plan that describes the means by which project communications will occur, within a mutually agreed upon timeframe after contract approval, for DCJS approval. This Plan must emphasize the methods and tools by which bi-directional communication will be managed and executed. All project stakeholders must have a role within the Plan, and therefore the plan must fully define the expectations of both content and frequency. The plan must address:
- How often and how quickly information needs to be disseminated
 - By what tools (example: e-mail) will information be exchanged
 - What format the information will follow
 - Roles and responsibilities of each participant
29. The Prime Contractor shall provide an Issue Management and Escalation Plan that will identify the critical steps of capturing, reporting, tracking and resolving issues in a timely manner and complies with the provisions of Subsection 5.37, within a mutually agreed upon timeframe after contract approval for DCJS approval. At a minimum, this plan must identify:
- How issues will be captured and tracked
 - Ownership of each issue with expected resolution dates
 - Prioritization of issues allowing for triage
 - Fully developed escalation path for both the Prime Contractor and DCJS stakeholders
 - Process for plan refinement
30. The Prime Contractor shall provide a comprehensive Change Management Plan that will encompass both Organizational change and a project level change control process, within a mutually agreed upon timeframe after contract approval for DCJS approval. Organizational change allows for the capture of impact to people, process, and culture, within a mutually agreed upon timeframe after contract approval. Additionally, change management is the formulation and documentation of a project level change control process.
31. As an initial deliverable after contract approval, the Prime Contractor shall provide a Deliverables Acceptance Plan, for DCJS approval, that will document formal procedures allowing each organization to fully understand their role and responsibility for deliverable acceptance, within a mutually agreed upon timeframe after contract approval. "Acceptance" shall be defined as Deputy Commissioner/CIO written approval signifying that a deliverable meets

expectations. Verbal acceptance or acceptance by default is not sufficient. In order for a deliverable to be considered “complete” and “acceptable,” it must be measured against DCJS acceptance criteria (see Appendix C). To ensure timely acceptance of deliverables, the document must suggest the format, content and appearance of deliverables before they are produced. Items that must be defined are:

- i. The number and identity of stakeholders who may be required to review deliverables before final approval from the designated individual(s) is sought.
 - ii. The number of business days in which deliverables must be either approved or rejected by the Customer.
 - iii. Rework of portions of the deliverable, if required.
 - iv. Resubmission of the deliverable.
 - v. The number of times a deliverable can be resubmitted to the Customer for approval.
 - vi. The escalation process that will be followed if a timely decision on approval or rejection of a deliverable is not met.
32. The Prime Contractor shall provide a Configuration Management Plan that describes its approach, tools and procedures to identify, baseline, track, audit and approve changes to the various components (hardware, software, documentation deliverables), within a mutually agreed upon timeframe after contract approval for DCJS approval.
33. The Prime Contractor shall provide a Testing and Acceptance Plan which provides that on-site testing and acceptance shall be performed by DCJS in conjunction with the Prime Contractor on all SABIS components, systems and subsystems, within a mutually agreed upon timeframe after contract approval. The Plan must include, but not be limited to, the acceptance testing elements specified in Appendix B and Appendix C. The plan shall provide that reports shall be produced by the Prime Contractor and used by DCJS to verify required functionality, throughput and accuracy, within a mutually agreed upon timeframe after contract approval for DCJS approval.
34. The Prime Contractor shall provide training, a Training Plan and training content that include, but are not limited to, all of the Training Plan Requirements specified in Appendix D, within a mutually agreed upon timeframe after contract approval for DCJS approval.
35. The Prime Contractor shall produce Production Reports which include, but are not limited to, the Production Report Requirements specified in Appendix E, within a mutually agreed upon timeframe after contract approval for DCJS approval.
36. Measurement of system down time shall be through the use of the DCJS Customer Contact Center (CCC) reporting capability. The Prime Contractor shall report all system down time instances and duration to the DCJS CCC throughout

the term of the contract. Measurements shall be completed on a monthly basis, and each month shall stand on its own in terms of the application of penalties.

37. The Prime Contractor shall provide monthly response time and accuracy reports to DCJS that include all of the response time and accuracy requirements in this RFP, utilizing measurement mechanism(s) approved in advance by DCJS. Each month shall stand on its own in terms of the application of penalties.
38. The SABIS shall include the mandatory base requirements specified on Attachment 13 - SABIS Mandatory Base System Requirements – COTS or Customized. The Offerer shall submit a completed Attachment 13, as part of the Technical Proposal, to indicate that all of the mandatory requirements specified on Attachment 13 are included in the Offerer's proposed SABIS solution. The Offerer shall check the appropriate box on each Attachment 13 mandatory requirement to indicate that the requirement is either part of the Offerer's COTS products and services or provided as a customization to the COTS SABIS solution.
39. The SABIS shall include the mandatory base requirements specified on Attachment 14 - SABIS Mandatory Base System Requirements - Solution and/or Documentation Descriptions with Forms Required for Offerer Bid Response. The Offerer shall submit a completed Attachment 14, as part of the Technical Proposal, to indicate that all of the mandatory base requirements specified on Attachment 14 are included in the Offerer's proposed SABIS solution (either as a COTS item or a customization). The Offerer shall provide a descriptive response for each Attachment 14 mandatory requirement addressing, at a minimum, the points specified.
40. The Offerer shall supply at the current Department of Correctional Services (DOCS) locations, all equipment needs for the fingerprint verification process supplied by the SABIS solution. See Appendix J for a list of current DOCS sites that currently generate a total of approximately 60,000 transactions annually and are expected to grow at a two (2) percent annual rate.

All requested information shall be completed on the aforementioned forms.

DCJS shall provide or procure, separate from this RFP, the primary data center facilities (i.e., located at DCJS Headquarters) for the production and test systems and primary networking for the central and regional sites. Do NOT propose such facilities in the Offerer's proposed SABIS solution.

An Offerer can be disqualified if the Offerer's proposed SABIS solution does not meet all of the mandatory base system requirements specified in this section.

D. Optional Features

DCJS has also identified features which are important, but not required, for the new SABIS. The Offerer's proposed SABIS solution may include none, some or all of the optional features specified on the following forms:

- SABIS Optional Features – Solution and/or Documentation Descriptions with Forms Required for Offerer Bid Response, Attachment 15
- SABIS Optional Features – COTS, Customized or N/A, Attachment 16

The Offerer shall submit a completed Attachment 15 to indicate which, if any, of the optional features specified on Attachment 15 are included in the Offerer's proposed SABIS solution (either as a COTS item or a customization). For each solution or document item in this attachment, the Offerer respectively must provide a response. If the solution or documentation is not being included in the Offerer's SABIS bid response, the Offerer must enter "Not Provided" in the space below the solution or documentation item. If the solution or documentation is being included in the Offerer's SABIS bid response, the Offerer's solution description must be provided and shall address, at a minimum, the points specified.

The Offerer shall submit a completed Attachment 16 and enter a check mark in the appropriate box provided for each optional feature to indicate whether each of the optional features specified on Attachment 16 are: a) included in the Offerer's COTS SABIS solution at no additional cost; or b) available as a customization to the COTS SABIS solution (the cost of customization shall be entered on the appropriate form in the COST response); or c) not available (NA).

All requested information shall be completed on the aforementioned forms.

E. Project Plan

As part of the Technical Proposal, each Offerer must deliver a comprehensive Project Plan that clearly articulates a roadmap for success in implementing their solution. Offerers should refer to the NYS Guidebook for Project Management (available on the New York State Office for Technology website via a search from the home page at www.oft.state.ny.us) and/or the Project Management Body of Knowledge (PMBOK) in formulating their response.

The purpose of the Project Plan response is to allow each Offerer to clearly articulate their methodology(s) and processes for the delivery and deployment of the proposed SABIS system (including software and hardware components), as well as proposed timeframes, staffing requirements and other management proposals, e.g., risk management, quality management.

Each Offerer's proposed Project Plan must include the following elements:

1. Project Scope Description

Each Offerer must submit a Project Scope Description narrative which defines all work to be performed by the Offerer to meet the project deliverables and requirements of the SABIS as stated within the content of this RFP.

2. Project Schedule

The Offerer must submit as part of its proposal a comprehensive Project Schedule that includes a detailed list of the tasks, and the resources (e.g., Offerer and DCJS), timeframes, deliverables and dependencies for each task.

One of the purposes of this RFP is to procure a Ten Print and Latent Print Fingerprint System to replace the legacy systems currently in operation at DCJS. The legacy DCJS Ten Print and Latent Print Fingerprint System is nearing the end of its useful life. The system operates on a 24x7x365 basis and presents maintenance issues. DCJS establishes that the replacement of this system is the critical path for this procurement.

This procurement also includes a Palm Print System. DCJS does not currently operate a Palm Print System within its facilities. While this is an important part of this procurement, the comprehensive Project Schedule submitted by the Offerer must give priority to the replacement of the Ten Print and Latent Print Fingerprint System.

DCJS requires that the replacement of the Ten Print and Latent Print Fingerprint System must be completed not later than 30 months following approval of the Contract by the Office of the State Comptroller, and the Project Plans must reflect how the Offerer will accomplish this requirement including acceptance testing within the specified time period.

“Completed” means the following:

- The database conversions for the Ten Print and Latent Print System has been accomplished and the hardware and software has been delivered, installed and accepted for the test and production systems; and
- Acceptance testing has been successful, and proven that all base requirements and chosen optional features have been met; and
- The production system has been implemented and all SAFIS processing has been transitioned to the SABIS.

Because of maintenance and lifecycle issues, DCJS is providing an early completion **incentive** for replacement of its legacy Ten Print and Latent Print Fingerprint System. For each day sooner than the 30 month requirement that the Bidder actually completes the replacement including successful completion of acceptance testing (see Appendix C) with no outstanding problem reports still open, DCJS agrees to pay the Bidder the amount of \$5,000 per day to a maximum which in no event shall exceed \$900,000 dollars (180 days), subject to lawful appropriation therefor. “Days” means whole calendar days including Saturdays, Sundays and holidays. For

example, if the Bidder tenders the system for acceptance testing and DCJS completes acceptance testing 45 days sooner than the 30 month deadline established by this RFP, then the amount of the incentive would be \$5,000 multiplied by 45 days for a total of \$225,000. Payment will be made in US Dollars and pursuant to the applicable provisions of the State Finance Law. There is no payment for partial acceptance. DCJS will in good faith endeavor to perform acceptance testing consistent with timeframes set forth in the Bidder's Project Plan within the sole discretion of DCJS and within DCJS personnel work schedules and actual operational demands on DCJS at the time the acceptance test is scheduled.

In the event that acceptance of the Bidder's Ten Print and Latent Fingerprint System has not occurred by the 30th month from the date the contract has been approved by the Office of the State Comptroller, because of the critical threat to the public safety of the citizens and State of New York and its political subdivisions, for each day that acceptance is late, DCJS will charge the account of the Bidder the amount of \$5,000 per day up to the maximum amount of \$900,000 dollars (180 days), which amount DCJS may recover by initiating a site draft on the Standby Letter of Credit which the Bidder is required to maintain in connection with this procurement. Nothing in this section shall limit the ability of DCJS to exercise the Standby Letter of Credit and the obligations to replenish the Standby Letter of Credit as provided elsewhere herein. Any exercise of the Standby Letter of Credit pursuant to this section and in connection with the failure of the Bidder to timely deliver the Ten Print and Latent Fingerprint System shall be in addition to any other remedies provided for in this RFP and under any contract negotiated between the parties.

All critical milestones, deliverables, tasks, timeframes, dependencies and the schedules' critical path must be clearly delineated within the Project Schedule and the defined milestones and delivery dates must directly relate to the Offerer supplied payment schedule in the cost proposal.

The Project Schedule must be fully resourced – all technical and functional roles (Offerer and DCJS) required to meet the deliverables must be clearly identified.

The Project Schedule shall include, but not be limited to:

- a. the conversion of data;
- b. the acceptance of all software and hardware components;
- c. the acceptance by DCJS of the successful results of all technical requirements testing;
- d. the preparation of all components of the Production environment; and
- e. any Offerer customization of COTS software and hardware.

Each Offerer must provide a comprehensive Project Schedule on a PC Compatible Windows Readable CD-ROM in Microsoft Project 2003 standard

format. The Project Schedule must identify the items mentioned previously for all phases of the project. The plan must also include an MS Project view which clearly depicts a) critical path and b) major deliverables.

3. Narrative Description of Project Plan

Each Offerer must provide a narrative description of the Project Plan for implementation that includes a narrative description of the tasks, resources, timeframes, deliverables and dependencies for the delivery and deployment of the proposed SABIS system (including software and hardware components).

One of the deliverables that must be included in the Project Plan is a transition plan for the current SAFIS and its interfaces, and databases from the current production system to the new SABIS. The Offerer must provide a narrative description of the transition process that includes the tasks, resources, timeframes, deliverables, projected system unavailability time frames and dependencies for the transition. The narrative description should outline the specific procedures to be utilized to meet each deliverable for the transition. The narrative must allow DCJS to completely interpret the procedures and their correlation to the tasks defined within the Project Schedule.

4. Staffing Management Plan

Each Offerer must submit a Staffing Management Plan that includes the following elements:

- a. The roles and responsibilities of both the Offerer and DCJS organization for all phases of the project must be clearly delineated.
- b. The Offerer must submit the names of the Project Management Team (e.g., Project Manager, Testing Manager) to represent the Offerer and work directly with the DCJS designated representative. The full resumes of the Project Management Team must be submitted with the Offerer response. In addition:
 - i. The Project Manager submitted by the Offerer shall have experience within the last five (5) years managing projects involving replacement of older forensic automated fingerprint identification systems with at least 1 million subjects with a new AFIS/ABIS using COTS products and services, and if necessary, customized products and services.
 - ii. Following approval of the Contract. The Project Manager submitted by the Offerer shall be the Offerer's legal agent and DCJS' prime contact with regard to all provisions of the Contract. The Project Manager must be made available to the DCJS project at inception (full time) and remain with the project through the Warranty period. If for any reason the Project Manager is replaced, the replacement must have equal or higher qualifications than the original Project Manager and

must be approved by DCJS prior to any Project Manager staffing change.

- c. Staff requirements for both Offerer staff and corresponding DCJS staff requested must be identified, including category of skill, skill set expectation, number of people by skill set and number of hours for each skill. The Offerers must clearly articulate the number and type of staff for the entire project and differentiate the roster between their implementation team and their post-implementation support/maintenance team.
 - i. An individual may appear on both rosters.
 - ii. The staffing plan presented in this section must correspond to the resources outlined in the Project Schedule presented in the Project Plan.
 - iii. A process must be described in the plan defining the Offerer responsibilities should DCJS decide to remove a Vendor staff person from the project. This must include expected steps for requesting removal, backfill of a position and overlap for cross training, and DCJS approval of the process. The narrative must be broad enough to cover both implementation and support personnel.
 - iv. The Offerer shall propose how it will work together with DCJS during the contract term to minimize risks and schedule adjustments.
- d. The Offerer will maintain sole responsibility to DCJS for work products produced by any subcontractor.
- e. If applicable, the Offerer shall describe their approach to problem resolution with any Subcontractor during contract execution.

5. Risk Management Plan

Mission critical projects demand management of risk, and a plan for mitigating actions to be deployed to manage risk before it impacts the project schedule or project success.

Each Offerer is required to submit a Risk Management Plan. The Plan shall clearly articulate the methods to be utilized in the identification of potential risks; the procedures utilized to predict the likelihood that a risk will occur; the methods for quantifying the potential impact to the project; and, the methods for development of action plans to mitigate the impact of that risk occurrence. The Offerer shall include information regarding best practices and, if applicable, lessons learned during the implementation of other complex AFIS/ABIS solutions that have been incorporated into the proposed Risk Management Plan.

6. Quality Management Plan

The Offerer shall provide a Quality Management Plan that describes the processes and techniques to measure, monitor and control, the quality of the end product to ensure that the SABIS solution meets the objectives and provides the critical system features listed throughout this RFP.

The Offerer shall include information regarding best practices and lessons learned during the implementation of other complex AFIS/ABIS solutions that have been incorporated into the proposed Quality Management Plan.

7. Conversion Plan

The Offerer shall provide a Conversion Plan that meets or exceeds DCJS' needs and expectations as described in the Conversion Plan Requirements in Appendix B of this RFP.

3.2 Cost Specifications

As part of the Financial/Administrative Proposal, the Offerer is required to complete the cost response forms provided in Attachment 18 through Attachment 25. All costs provided in the attachments shall be in United States Dollars (\$ USD) and guaranteed throughout the term of the contract.

All pricing, fees and charges and not-to-exceed maximum rates to be paid by or on behalf of the State ("pricing") submitted in Offerer's proposal shall be held constant from the date the proposal is submitted to DCJS, through the date on which the contract is approved by the Office of the State Comptroller and through the date on which DCJS notifies the Prime Contractor of its final acceptance of the conversion and of the system.

Following the date of final acceptance by DCJS, pricing then in effect will then be held constant from the date of final acceptance by DCJS to the next January 1, and this shall be established as the Prime Contractor's Base Year Pricing.

On January 1 following the period in which the Prime Contractor's Base Year Pricing is in effect, and on each subsequent January 1 thereafter for the duration of the contract and any renewal option exercised by the State, the Prime Contractor shall be entitled to either hold or modify Prime Contractor's Pricing then in effect.

In the event that the Prime Contractor elects to modify the Prime Contractor's Pricing, the Pricing then in effect shall be subject to either a maximum increase of the lesser of five percent (5%) or the percent increase in the National Consumer Price Index for All Urban Consumers (CPI-U) as published sixty (60) days prior to price increase request in the United States Bureau of Labor Statistics, Washington, D.C., 2012. In the event that the National Consumer Price Index for All Urban Consumers (CPI-U) is no longer available, another similar substitute Index acceptable to the Commissioner of the Office of General Services of the State of New York shall be used in its place.

The Offerer cost response will contain the following elements:

A. Proposed Fixed Purchase Price – Mandatory Base System - Attachment 18

The Offerer shall propose a fixed purchase price for the SABIS system as defined in its proposal for the mandatory base system. This price shall include all costs for software license fees, hardware, services and any other type of deliverable or fee included in the fixed price. The fixed price shall account for the anticipated growth of the system as defined in Appendix J. In addition, the Offerer may, at its discretion, include a credit for trade-in value against the current DCJS SAFIS (refer to Appendix L for the current inventory of DCJS SAFIS components).

B. Maintenance and Support Price – Mandatory Base System - Attachment 19

The Offerer shall provide a warranty period of one year from the date of system acceptance for all products and deliverables. This warranty period shall include full maintenance services at no additional cost to DCJS. The Offerer solution shall include details of the proposed warranty to meet DCJS' needs as described in this RFP.

The Offerer shall propose a fixed-price maintenance and support schedule for the duration of the ten (10) year contract. The price shall include the retention of all Production and Test system hardware and software at manufacturer's support levels (i.e., no more than two (2) versions behind current) throughout the duration of the ten (10) year contract. This price must also include any costs that would be associated with converting DCJS data to ensure operability with each upgrade. The Offerer shall provide a warranty period of one year from the date of system acceptance for all products and deliverables. This warranty period shall include full maintenance services at no additional cost to DCJS. The Offerer solution shall include details of the proposed warranty to meet DCJS' needs as described in this RFP.

A key component of this project is to ensure that the technology platform(s) bid by each Offerer utilizes current and fully supportable release / version of Production and Test system hardware and software during implementation. In addition, the Production and Test system technology hardware platform(s) shall be 'refreshed' no less frequently than every four (4) years to reduce the likelihood of system failures and increase the likelihood of software (and other hardware) compatibility. The technology refresh "clock" begins the day DCJS accepts the complete system. The cost of the refresh of the technologies shall be included in this portion of the cost proposal.

DCJS, at its discretion, solely retains the right to adjust the technology refresh as scheduled by the Offerer during the duration of the contract should the schedule be unacceptable to DCJS. The technology refresh would then be re-scheduled to a mutually-agreed to date and time.

C. Optional Professional Services Price List – Attachment 20

The Offerer shall provide a detailed Optional Professional Services Price List for professional services that DCJS, at its sole discretion, may choose to purchase throughout the duration of the contract. Include all possible titles of staff (e.g., developers and engineers) in the list.

D. Total Proposed Cost of Ownership for Offerer’s Mandatory Base System for Initial 10 Year Contract Period – Attachment 21

The Offerer shall provide a total proposed Cost of Ownership utilizing the format as defined in Attachment 21. This form summarizes the Total Cost of Ownership which will be used for scoring purposes.

E. Proposed Fixed-Price Milestone Deliverable Payment Schedule – Attachment 22

The overall payment schedule for the Proposed Fixed Purchase Price (Attachment 18, line f) will conform to the following principles:

1. Up to twenty (20) percent of the fixed purchase price shall be payable to the Prime Contractor upon acceptance of clearly defined and measureable deliverables to DCJS prior to system implementation (see Glossary - Appendix N).
2. Thirty-five (35) percent of the fixed purchase price shall be held back by DCJS and would not be payable to the Prime Contractor until System Implementation.
3. Twenty-five (25) percent of the fixed purchase price shall be held back by DCJS and would not be payable to the Prime Contractor until ninety (90) calendar days of successful transaction processing, in full production mode without degradation, following system implementation.
4. The remaining twenty (20) percent of the fixed purchase price shall be held back by DCJS and would not be payable to the Prime Contractor until all system defects have been repaired to the satisfaction of DCJS and, in no event, would be payable to the Prime Contractor prior to 180 calendar days following system implementation.

As a subset of the overall Proposed Fixed Purchase Price, a list of the Offerers’ deliverables (as described in its Project Plan) and associated payment schedule shall be proposed by the Offerer. Pursuant to the payment terms described above, the Offerer shall propose a Fixed-Price Milestone Deliverable Payment Schedule that shall total no more than twenty (20) percent of the Proposed Fixed-Purchase Price as computed by the Offerer in Attachment 18, line f.

DCJS will only make payment upon the signed acceptance of each deliverable by an authorized DCJS representative. The deliverable and associated payment schedule submitted by each Offerer shall match the submitted Project Plan in their Microsoft Project work breakdown structure (WBS). There shall be a direct correlation between the deliverables submitted in the Project Plan and this deliverable payment schedule.

DCJS reserves the right to negotiate the Offerer requested payment schedule should DCJS find unacceptable the schedule as proposed.

F. Detailed Optional Features Price List – Attachment 23

The Offerer shall indicate COTS, No Proposal or provide cost details for customization for each optional feature. The purchase of any optional feature is at the sole discretion of DCJS. Do NOT include cost details if the optional feature is included in COTS or is not available.

G. Component Purchase and Maintenance Price List – Attachment 24

Appendix J defines the anticipated growth of the SABIS during the next twenty (20) years. In the event that growth exceeds these projections, or there are significant new requirements (e.g., legislative mandates), DCJS may need to acquire additional system components not included in the fixed price proposal. The Offerer shall, therefore, provide a detailed price list of each component that could be purchased during the contract term in the event additional capacity is required to meet the unexpected growth.

H. Optional Services Price List – Attachment 25

Provide pricing for optional services that would be available to DCJS at its discretion. Include services such as conversion (per record fee) and training (hourly or perhaps other scenarios such as per class). Examples include, but would not be limited to, additional conversion of electronic or paper records and training.

3.3 Administrative Specifications

The Offerer shall submit the documents identified in this section, properly completed, signed and notarized, if applicable, as part of the Financial/Administrative Proposal.

A. Firm Offer Letter and Conflict of Interest Disclosure

Each Offerer must submit a formal offer in the form of a Formal Offer Letter as set forth in Attachment 17. The formal offer must be signed and executed by an individual with the capacity and legal authority to bind the Offerer in its offer to the State. The Offerer must accept all of the terms and conditions set forth in this RFP, including all amendments, appendices and attachments, and must agree to enter a contractual agreement containing, at a minimum, the terms and conditions identified in this RFP.

The Formal Offer Letter must include a statement affirming that the Bid Proposal is firm and binding for a period of at least one (1) year from the Bid Proposal Due date, or until such time as a Contract resulting from this RFP is approved by the NYS Comptroller. An Offerer's Bid Proposal may be withdrawn from consideration by the Offerer on written notice to DCJS if a Contract has not been approved by the NYS Comptroller after one (1) year following the submission of the Bid Proposal to DCJS.

The Formal Offer Letter must include a statement affirming that the proposed SABIS solution meets or exceeds the mandatory base system requirements set forth in Subsection 3.1.C, including referenced attachments.

Each Offerer's Formal Offer Letter must include a Conflict of Interest Disclosure, in the form set forth in Attachment 17, stating that the Offerer knows of no factors existing at time of bid submission or which are anticipated to arise thereafter, which would constitute a potential conflict of interest in successfully meeting the contractual obligations set forth herein, including but not limited to:

1. No potential for conflict of interest on the part of the Offerer due to prior, current or proposed contracts, engagements, or affiliations; and
2. No potential conflicts in the sequence or timing of the proposed award under this RFP relative to the timeframe for service delivery, or personnel or financial resource commitments of Offerer to other projects.

B. Contract Administration Team

The Offerer shall submit a Resolution of the Corporate Board of Directors, which names the individual(s) who can submit a proposal in response to this RFP and has the authority to act for the Offerer with respect to all administrative requirements of this procurement, including but not limited to, execution and processing of Contract documents, billing and fiscal inquiries, delivery of documentation and required reports should an award be made to the Offerer. The Resolution of the Corporate Board of Directors shall be submitted as part of the Offerer's Financial/Administrative Proposal.

C. Mandatory Requirement – MacBride Fair Employment Principles

The Offerer must agree to abide by the provisions of the MacBride Fair Employment Principles as outlined in Section 174-b of the State Finance Law (see Attachment 26). Compliance with said principles must be certified by completion of the Non-Discrimination in Employment in Northern Ireland Statement, Attachment 26, which shall be submitted as part of the Financial/Administrative Proposal.

D. Mandatory Requirement – Non-Collusive Bidding Certification

Each Offerer shall submit, as part of the Financial/Administrative Proposal, a completed copy of the Non-Collusive Bidding Certification, which is included as Attachment 27. This will certify that, to the best of the Offerer's knowledge and belief that:

1. The prices in the bid have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other Offerer or with any competitor; and

2. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the Offerer and will not knowingly be disclosed by the Offerer, directly or indirectly, to any other Offerer or to any competitor prior to completion of the selection process; and
3. No attempt has been made or will be made by the Offerer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

In accordance with NYS Finance Law Section 139-d, a bid shall not be considered for award nor shall any award be made where the above conditions have not been complied with; provided, however, that if in any case the Offerer cannot make the foregoing certification, the Offerer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where the above conditions have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Director of Finance and Administration of DCJS determines that such disclosure was not made for the purpose of restricting competition.

The fact that an Offerer has published price lists, rates, or tariffs covering items or services being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same prices being bid, does not constitute a disclosure within the meaning stated above.

E. Mandatory Requirement - Procurement Lobbying

Offerers are required to comply with the DCJS Procurement Lobbying Guidelines, Attachment 28. Offerers are required to complete and submit the following Attachment 28 forms as part of their Financial/Administrative Proposal:

Form 1 – Offerer’s Affirmation of Understanding of and Agreement Pursuant to State Finance Law § 139-j(3) and § 139-j (6) (b)

Form 2 - Offerer Disclosure of Prior Non-Responsibility Determinations

Form 3 – Offerer’s Certification of Compliance with State Finance Law § 139-k(5)

F. Mandatory Requirement - Provisions of NYS Tax Law §5-A

Section 5-a of the Tax Law of the State of New York, as amended effective April 26, 2006, requires certain contractors who have been awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the State of New York Department of Taxation and Finance that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors’ sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded

\$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the Office of the State Comptroller and other approving agencies, from approving a contract awarded to a contractor subject to the registration requirement but who is not so registered in accordance with the law.

Contractor certification forms and instructions for completing the forms are attached to this bid, Attachment 29. Form No. ST-220-TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based has changed, this form only need be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s), a new Form No. ST-220-TD must be filed with DTF. Form ST-220-CA must be filed with the Financial/Administrative Proposal and submitted to DCJS as the procuring covered agency certifying that the contractor filed the ST-220-TD with DTF. Failure to make either of these filings may render an Offerer non-responsive and non-responsible. Offerers shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Offerers may call DTF at **1-800-698-2909** for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information visit DTF on the Internet at:

<http://www.nystax.gov>

G. Mandatory Requirement – NYS Standard Vendor Responsibility Questionnaire

Offerer and all key subcontractors must fully and accurately complete the NYS Standard Vendor Responsibility Questionnaire, certifying to the requirements therein, which is attached as Attachment 30 (hereinafter the “Questionnaire”). Offerers are invited to file the Questionnaire online via the New York State VendRep System or they must complete and submit a paper Questionnaire (Attachment 30) as part of their Financial/Administrative Proposal. Offerers must also complete and submit the Vendor Responsibility affirmation provided on Attachment 17, Firm Offer Letter and Conflict of Interest Disclosure.

To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://www.osc.state.ny.us/vendrep> or go directly to the VendRep System online at <https://portal.osc.state.ny.us/wps/portal>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by e-mail at helpdesk@osc.state.ny.us.

The Offerer acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Offerer is responsible, and that the State will be relying upon the Offerer's responses to the Questionnaire in making that determination. The Offerer agrees that if it is later found by the State that the Offerer's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, DCJS may terminate the Contract by providing ten (10) days written notification to the Prime Contractor, or declare the proposal non responsive. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Prime Contractor as a result of such termination. Offerers are notified that evaluation of Vendor Responsibility may be separately made by or based on records of government agencies in addition to DCJS, including but not limited to the Office of the State Comptroller, the Office of the Attorney General and the NYS Department of Taxation and Finance and the Secretary of State.

H. Mandatory Requirement - Bid Bond Requirements

All bonds shall be from a surety and in a form that has been approved, in advance, by the State.

Offerer is required to submit a Bid Bond Form as set forth in Attachment 31, in the amount of one million dollars (\$1,000,000.00). The bid bond shall not be subject to withdrawal, cancellation or termination for the required period of the firm offer set forth in this RFP at Subsection 3.3(A) unless the Offerer withdraws its Proposal after one year has passed pursuant to Section 2.16 (i) herein.

Use of preprinted, company forms, and the like is not acceptable. Photocopies of bid bonds are not acceptable. Submitted bid bonds must contain original signatures of both the surety and the Offerer. Bid bonds which do not contain original signatures of both the surety and the Offerer shall be disqualified by the State. The corporate acknowledgment date of the bid bond must be the same date or occur after the date of the bond. Bonds submitted with such an error shall be deemed proforma by the State and are subject to disqualification if not corrected within forty-eight (48) hours of demand from the State.

Surety companies used for bid bonds shall be licensed to do business in New York State. Use of a company not so licensed shall result in the Bid Proposal being disqualified. The situs for presentment and demand against the surety shall be deemed to be New York. Disputes or judicial review shall be governed by the laws of the State of New York and venue shall be in a court of competent jurisdiction within the State of New York.

Submission of the properly executed Bid Bond as part of the Bid Proposal shall constitute an undertaking that the Offerer, if selected as the successful Offerer, guarantees to the State of New York to timely (1) properly execute and deliver to the State the resulting Contract setting forth the final agreement of the parties within forty five (45) days of receipt of a Notice of Contract Award from the Issuing Entity, and

(2) deliver to the State within forty five (45) days of Notice of Contract Award all performance, labor and material bonds and certificates of insurance (as more specifically set forth in this Section); time being of the essence. Upon timely and successful completion of the foregoing, the obligation under the bond shall become null and void.

Upon failure by the Offerer to satisfy any of the foregoing obligations, the State shall be entitled to forfeiture of the bond. Upon presentment of a demand specifying a default pursuant to this paragraph, the Surety shall immediately pay to the State the whole sum of money set forth in the properly executed bid form.

Bid bonds submitted under this RFP shall be returned to unsuccessful Offerers upon Contract approval by the Office of the State Comptroller.

Determinations as to the compliance of the submission and execution of any bid bond under this RFP shall be made in the sole discretion of the State.

I. Proposed Subcontractors

Each Offerer shall submit a list of the subcontractors proposed for use on the SABIS project on Attachment 32.

J. Key Subcontractor Certification

Each Offerer shall submit, for each key subcontractor (as defined in the Glossary – Appendix N) proposed by the Offerer, a Key Subcontractor Certification, Attachment 33, that has been completed and executed by the proposed key subcontractor’s authorized representative. Each proposed key subcontractor must complete and execute a Key Subcontractor Certification form.

K. Consultant Disclosure

Each Offerer shall submit an Addendum, Attachment 34, agreement to comply with the annual Form B reporting requirement pursuant to State Finance Law §163(4)(g). Each Offerer’s Addendum, Attachment 34, must be properly completed, signed by the Prime Contractor’s authorized representative and notarized.

Consultant Disclosure Legislation - State Finance Law §163(4)(g) requires the selected Prime Contractor to complete and submit an initial planned employment data report and an annual employment report regarding the number of persons employed to provide services under the contract, the number of hours worked and the amount paid to the Prime Contractor by the State. It includes all employees providing services whether employed by the Prime Contractor or a subcontractor. Form A – Prime Contractor’s Planned Employment From Contract Start Date Through The End Of The Contract Term Form B – Prime Contractor’s Annual Employment Report are attached for your reference. See Appendix G: Consultant Disclosure Legislation Forms.

Form A - Contractor's Planned Employment Form must be submitted as part of any winning Offerer's bid response before it can be submitted to the Office of the State Comptroller for approval. DCJS will coordinate with the winning Offerer to complete this form.

Form B - Contractor's Annual Employment Report. Offerer agrees to annually submit Form B each year that the contract is in effect and will detail employment data for the most recent concluded State fiscal year (April 1 – March 31). Instructions for these forms follow. Form B must be submitted by May 15th of each year to the NYS Division of Criminal Justice Services, the NYS Office of the State Comptroller and the NYS Department of Civil Service. The first Form B must be submitted by May 15, 2009. The Offerer agrees to simultaneously report such information to the NYS Division of Criminal Justice Services, the NYS Office of the State Comptroller and the NYS Department of Civil Service as designated below:

NYS Division of Criminal Justice Services
Attn: Office of Financial Services, 10th Floor
4 Tower Place
Albany, NY 12203-3764

NYS Office of the State Comptroller
Bureau of Contracts
Attn: Consultant Reporting
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236

NYS Department of Civil Service
Attn: Consultant Reporting
Alfred E. Smith Office Building
Albany, NY 12239

4.0 Evaluation and Scoring Method

4.1 Overall Proposal Evaluation Process

The New York State Division of Criminal Justice Services expects to award this project to one (1) Offerer.

Each Offerer must meet all the mandatory requirements. Offerers not meeting the mandatory requirements will be disqualified from further consideration.

Pursuant to Article XI of the State Finance Law, the basis for an award of this project is a best-value offer which optimizes quality, cost and efficiency, among responsive and responsible Offerers, and which is consistent with the best interest of New York State.

The State intends that all proposals will be evaluated uniformly and consistently, ensuring Offerers that each has an equal opportunity to be considered. The evaluation process will be conducted by a committee selected by the State.

Offerers may be requested to clarify contents of their proposals. No Offerer will be allowed to alter its proposal or add new information after the filing date. Minor omissions may be corrected at the discretion of the State. In addition to evaluating the material submitted by the Offerer in response to this RFP, DCJS reserves the right to consider any and all additional sources of information and to use that information in determining its final bid selection.

Proposals submitted by Offerers will be first evaluated to determine whether all of the mandatory requirements identified in this RFP have been met. Proposals that do not meet all mandatory requirements will be deemed non-responsive and will not be further evaluated.

Offerers are hereby apprised of the relative importance or weight of the cost criterion compared with the overall non-cost criterion as follows, with the evaluation criteria being applied equally and uniformly in the evaluation of proposals:

The Technical Evaluation will account for 80% of the total evaluation scoring at 80 out of 100 total points, with the remaining 20% of the evaluation of 20 out of 100 total points based on the Cost Proposal.

4.2 Completeness Review

After the bid opening, each proposal will be screened for completeness and conformance with the requirements as specified in Subsection 2.7 (Proposal Format and Content Requirements). Proposals that do not meet the requirements as set forth in this RFP may be deemed non-responsive, removed from further consideration and the Offerer notified accordingly. Proposals that pass the Completeness Review will proceed to the Technical Mandatory Evaluation.

4.3 Technical Mandatory Evaluation (Pass / Fail)

Proposals will be evaluated against the Mandatory (Pass/Fail) Requirements described in Subsections 3.1.B and Subsection 3.1.C. Each Offerer must meet the mandatory Offerer experience and customer reference requirements specified in Subsection 3.1.B of the RFP, and each Offerer's proposed SABIS solution must meet the mandatory base system requirements specified in Subsection 3.1.C of the RFP. Offerers not meeting those mandatory requirements will be disqualified from further evaluation and the Offerer will be notified accordingly. Offerers that appear to meet mandatory requirements will proceed to the Technical Preferred and Financial Evaluations.

Offerers can be disqualified (during a subsequent portion of the technical preferred evaluation) as a result of the reference check or if it is determined during the functional site evaluation that the Offerer did not meet all of the mandatory requirements specified in Section 3.1.B and Subsection 3.1.C of the RFP.

4.4 Technical Preferred Evaluation (80 Points)

The Technical Preferred Evaluation will be worth 80 points and will consist of an evaluation of the Offerer's Technical Proposal response to all of the elements described in Subsection 3.1 of the RFP. The Technical Preferred Evaluation will be conducted by the Technical Preferred Evaluation Team, concurrent with and independent from the Financial Evaluation, which will be performed by the DCJS Office of Financial Services.

4.5 Financial (Cost) Evaluation (20 Points)

The Financial Evaluation will be worth 20 points and will consist of an evaluation of the Offerer's Financial/Administrative Proposal response to all of the elements described in Subsection 3.2 of the RFP. The Financial Evaluation will be a two (2) part evaluation as follows:

- 19 points will be based on total cost of ownership for Offerer's mandatory base system for the initial ten (10) year contract term (Attachment 21), including the fixed purchase price, the related maintenance and support cost, and the estimated cost for optional professional services. The Offerer/Contractor shall provide a warranty period of one year from the date of system acceptance for all products and deliverables. This warranty period shall include full maintenance services at no additional cost to DCJS.

The lowest cost Offerer receives 19 points, and all other Offerers are evaluated relative to the lowest Offerer's cost. The formula for the evaluation of other Offerers cost will be (Lowest Cost Offerer/Offerer Cost) x 19.

- One (1) point will be based on the Detailed Optional Features Price List (Attachment 23). The sum of the Total Optional Feature Cost and the Monthly Maintenance Cost will be used to determine the Offerer's Detailed Optional

Features cost. The lowest cost Offerer receives one (1) point, and all other Offerers are evaluated relative to the lowest Offerer's cost. The formula for the evaluation of other Offerers cost will be (Lowest Cost Offerer/Offerer Cost) x 1.

4.6 Calculation of Combined Evaluation Score

Offerer's scores from the Technical Preferred Evaluation and the Financial Evaluation will be totaled to produce a combined score. The proposals will be ranked based on the combined scores. The Offerer with the highest score will be the winner of a tentative award subject to successful contract negotiations and Attorney General and Office of the State Comptroller approval.

In the case of Offerers with the same total score, price shall be the basis for determining the award. When price and other factors are found to be substantially equivalent, the determination of the Commissioner to award a contract to one of such Offerers will be final.

The approved bid award(s) between the State and the successful Offerer will not be binding until it has been approved in accordance with New York State's contract approval process.

5.0 Other Terms and Conditions

5.1 Governing Law

The laws of the State of New York shall govern this procurement and the Contract and all subcontracts issued hereunder. Actions or proceedings arising there from shall be heard in a court of competent jurisdiction in the State of New York. The terms of Appendix A, *Standard Clauses for New York State Contracts*, are expressly incorporated in this solicitation and the Contract as though set forth in their entirety herein.

5.2 Material Change in Project Team Status

The provisions of the State Finance Law §138 mandate the State's approval of subcontractors. Throughout the Contract term, in the event that there is a substantial or material change in the ownership or financial viability of the Prime Contractor, its corporate affiliates, subsidiaries or divisions, or that of any key subcontractors as defined herein, the Prime Contractor is required to provide notice and details of any such change to DCJS in writing immediately when such is first known by Prime Contractor, its corporate affiliates, subsidiaries or divisions, or key subcontractors.

“Substantial” or “material” change shall be defined to include, but not be limited to, sale, acquisitions, mergers or takeovers involving the Prime Contractor, its corporate affiliates, subsidiaries or divisions, or key subcontractors which result in a change in the controlling ownership or assets of such entity after the submission of the Bid Proposal; or entry of an order for relief under Title 11 of the United States Code; the making of a general assignment for the benefit of creditors; the appointment of a general receiver or trustee in bankruptcy of Prime Contractor's, its corporate affiliates, subsidiaries or divisions, or key subcontractors and partners' business or property; or action by Prime Contractor, its corporate affiliates, subsidiaries or divisions, or key subcontractors and partners under any state insolvency or similar law for the purposes of its bankruptcy, reorganization or liquidation; or court ordered liquidation against Prime Contractor, its corporate affiliates, subsidiaries or divisions, or key subcontractors and partners.

Upon DCJS' receipt of such notice, DCJS shall have thirty (30) business days from the date of notice to review the information. The Prime Contractor may not transfer of the Contract among corporate affiliates, subsidiaries or divisions without the consent of DCJS. In addition to any other remedies available at law or equity, DCJS shall have the right to prospectively cancel the Contract, in whole or in part for cause if it finds that such change materially and adversely affects the security, completion or ongoing operation of the SABIS, solely determined with reference to the best interests of DCJS and the Authorized Users of the SABIS.

5.3 Changes in Project Team

Prime Contractor will use best efforts to provide thirty (30) days advance notice to DCJS in the event of a proposed change in the Project Team, or any key subcontractors named in the Bid Proposal. Such changes must be approved in writing in advance by the State. Upon the State's receipt of such notice, the State shall have ten (10) business days from the date of notice to review the information. In addition to any other remedies available at law or equity, the State shall have the right to prospectively cancel the Contract, in whole or in part for cause if it finds that such change materially and adversely affects the security, completion or ongoing operation of the SABIS, solely determined with reference to the best interests of the State. During the Contract term, the State agrees that it will not unreasonably withhold its consent to subcontractors and will in no instance fail to render a decision on same within a reasonable period of time after receipt of notice, but in no case more than ten (10) business days from the day following receipt of written notice of the proposed subcontractor. In the event the Prime Contractor does not receive a determination by the end of ten (10) business days from the date that the State receives the written request, and the State has not notified the Prime Contractor in writing or by e-mail of any extraordinary circumstances requiring an extension of the period, the State's consent shall be deemed given. If exigent circumstances are present, the State will give the Prime Contractor written notice of such circumstances requiring extension and the Parties may thereafter extend the ten (10) business days for an additional ten (10) business days in order to complete its review.

5.4 Third Party Beneficiary Requirement

Unless waived by the State, all subcontracts between the Prime Contractor and a key subcontractor shall expressly name the State of New York as an intended third party beneficiary of such contracts.

5.5 Qualified Project Personnel

Personnel providing services on this project must be licensed or certified professionals where required by law (e.g., for engineering drawings, permitting submissions) with at least two (2) years experience, or must be in the presence of and directly supervised by a professional that has at least (2) years experience in the area of work being performed. Offerer must certify that equipment and service technicians are trained and qualified for the work being performed by the manufacturer of the proposed equipment, database management or software application developers. In the event that the Offerer identifies personnel for assignment to this project to DCJS in its proposal, Offerer agrees not to reassign such identified personnel away from the project without the consent of DCJS, which consent shall not be unreasonably withheld.

5.6 Do Not Compete

Because of the health, safety and welfare nature of the SABIS, unless waived in advance in writing by the State, the Prime Contractor on behalf of itself and its subcontractors or agents warrants and represents that during the Contract term that neither the Prime Contractor nor its subcontractors or agents or their successor or assigns shall make an offer of employment to any DCJS personnel. In the event of a breach of this warranty, Prime Contractor shall pay damages to the State in the amount equal to two hundred percent of the amount offered to employee under the new employment offer of employment in annual salary, plus fringe benefits. Offerers are reminded that the [Public Officers Law at §73](#) provides certain restrictions on the activities of current and former state officers and employees, including prohibitions against appearances before and communication with an employee's former agency.

5.7 Quality of Service

Should it be found that the quality of services being performed by the Prime Contractor under the Contract, in whole or in part, are not in compliance with the Contract service requirements, the State may declare Contractor in default in accordance with the *Termination* section below.

5.8 Ongoing Reports/Documentation

The Prime Contractor shall provide the following reports/documentation as a condition precedent to payment under the Contract. Failure to provide a report required within the due dates set forth in the paragraph, below, shall subject the Prime Contractor to the penalties set forth herein. Upon notice, the Prime Contractor shall have an opportunity to cure the default or be subject to Contract termination. The State's failure to demand or receive required documentation shall not be deemed a waiver of rights under this paragraph.

All reports shall be delivered electronically. The parties to the Contract shall agree to an electronic format (e.g., application and required data elements) for each of the reports set forth in this section. Each report shall be transmitted to DCJS electronically via the internet utilizing encryption standards and protocols approved by the State and the system used shall generate an electronic ticket acknowledging transmission.

All reports required under this Section shall be due within ten (10) business days after the last day of the required reporting period. In the event they are not received by this time, DCJS shall notify the Prime Contractor who shall have five (5) business days from the date of written notification to produce the report. In the event the Prime Contractor fails to produce and deliver the specified report within this time frame, and the report is material to the State's administration of the project, the Prime Contractor shall pay liquidated damages in the sum of \$5,000.00 per business day until the report is received in writing by the State at the DCJS Procurement Officer. The (i) failure of the State to collect said amounts as liquidated damages or to provide the foregoing notice, or (ii) the payment by the State of amounts otherwise due Prime Contractor shall not be deemed a waiver by the State of the right to enforce the provisions of this paragraph. The State

reserves the right upon written notice to Prime Contractor, to modify the frequency and reporting deadlines set forth below.

A. SABIS Design, Conversion and Build Reports

During the Design, Conversion and Build Phase, the Prime Contractor will provide the State with monthly reports of all activities to date. Such reports to include, but not be limited to:

1. Database Design, Conversion progress, testing of proposed schema
2. Selection and reporting of subcontractors, partners or agents
3. Engineering Design drawings in progress and other documentation supporting the Engineering Design, if applicable
4. Progress reports on test system, production and high availability systems
5. System Testing Reports from Prime Contractor testing
6. Acceptance Testing Results
7. Integration Plan including Plans for Transition/Cutover
8. High Availability/Redundancy Plan including testing
9. Progress of All Work
10. Updated, As-Built Design Drawings

The Prime Contractor shall hold a series of walkthroughs of its documentation for the State in advance of critical milestones. Materials to be reviewed at each walkthrough shall be delivered to the State at least two (2) weeks prior to the scheduled date of the walkthrough. Prior to System Implementation, the Prime Contractor shall provide documentation about scalability, interoperability, performance and security of the proposed system for review by the State Architecture team. System Implementation shall not take place without approval of this material by the State Architecture team.

Prior to release of the Letter of Credit for the completion of the SABIS Build, Conversion and Cutover, the Prime Contractor shall deliver and walk the State through all system documentation, and obtain confirmation from the State that the documentation is acceptable. Such documentation shall include SABIS application flow diagrams, specifications for system interfaces (e.g., complete structure diagram, data dictionary and user guide) and custom features and feature set logic developed for SABIS.

B. SABIS and Subsystem(s) Outages Report

The Prime Contractor shall deliver monthly reports of SABIS and SABIS subsystem(s), including detailed planned maintenance and unplanned outages. The report shall include, but not be limited to:

1. Mean Time Between Failures (MTBF) by equipment category
2. Mean Time to Repair (MTTR)
3. Time to start repair from report of failure
4. Overall time to complete repair
5. Overall time from report to completion
6. Outages outstanding as of the date of report (Open trouble tickets)

C. Physical Site Inspection & Maintenance Reports

During the Contract term, the Prime Contractor will provide the State with monthly reports of all SABIS maintenance operations to date. Such reports to include, but not be limited to:

1. Annual Maintenance Plans
2. Mitigation Plans
3. Unplanned Maintenance Summary

D. Accounting Reports

The Prime Contractor shall provide to the State specified fiscal records and an accounting of reimbursable expenses and revenue. These records shall include, but not be limited to, the following:

1. Financial Statements

The Prime Contractor shall submit a monthly balance sheet not later than thirty (30) days after the end of each month that shall depict the financial balances due for SABIS.

2. Quarterly Fixed Assets Report

As required to be submitted to the Office of the State Comptroller pursuant to GASB 13, the Prime Contractor shall submit an inventory report within thirty (30) days after the end of each Contract quarter of all fixed assets and equipment utilized by the Prime Contractor under the Contract. If not sooner transferred, such assets and equipment will be transferred to the State upon termination of the Contract. Inventories of equipment acquired via lease purchase agreements should be listed separately, and the terms of any lease/purchase agreements must be described in the inventory report.

5.9 Authorized Users of SABIS, DCJS Permission Required

To the extent that the Prime Contractor enters into additional service with Authorized SABIS users and outside the basic SABIS services provided under this Contract, the Prime Contractor shall provide the State with a copy of any such proposed Contracts which must be approved in advance in writing by the Division of Criminal Justice Services before the user can be interconnected to the SABIS. Any goods or services procured by Users of SABIS authorized by DCJS shall be billed to such user separately, and Prime Contractor shall hold user solely liable for and collect such revenues directly from such users.

5.10 Standby Letter of Credit (SLOC)

Within thirty (30) days of receipt of a “Notice of Contract Award” from the State, the successful Offerer must submit a Standby Letter of Credit (SLOC) in the form set forth at Appendix F, and must otherwise comply with the requirements of this Section.

At time of bid submission, Offerer is required to submit irrevocable guarantee of its financing institution (“commitment guarantee”) stating that, if Offerer is selected for proposed award, the financing institution will issue the SLOC in the form set forth in Appendix F, and that the financing institution otherwise meets all applicable requirements of this RFP.

A. Prime Contractor’s Obligation to Maintain

The Prime Contractor shall at all times maintain in effect an irrevocable SLOC for the period, as may now or hereafter be modified upon mutual agreement of the parties, covering one hundred twenty (120) days beyond (i) construction and final acceptance of the SABIS (including all Authorized User Construction), and (ii) conversion and migration and final acceptance of the database supplied by Prime Contractor, whichever occurs later.

Such period, as currently set forth in this RFP, is to be a maximum of **three years** from the Contract Effective Date. Failure to maintain such SLOC in the full aggregate amount set forth below until completion of the later of (i) or (ii), above, shall constitute a material breach by the Prime Contractor.

The SLOC must be issued by a financial institution authorized to do business under the laws of the State of New York.

B. Form of SLOC

The form for the SLOC shall be as set forth in Appendix F.

C. Effective Date

The fully executed SLOC shall be delivered to the State no more than thirty (30) days after receipt of “Notice of Contract Award” from the State. The executed SLOC so delivered (“Initial SLOC”) shall be effective as of the date of approval of the Contract by the New York State Comptroller. (“effective date”) The State shall certify such approval to Issuer within fifteen business days of receipt of the Comptroller’s approval.

D. Issuer's Obligations

1. SLOC

The obligation of Issuer under the SLOC shall be the individual obligation of Issuer and in no way contingent upon reimbursement by Prime Contractor with respect thereto.

2. Term

A SLOC shall be irrevocably maintained in effect by the Prime Contractor beginning on the Contract Effective Date and ending one hundred twenty (120) days beyond (i) completion and final acceptance by the State of the SABIS, and (ii) if applicable to the proposed solution, completion and final acceptance of the database migration, whichever occurs later. ("SLOC Term")

3. Required Notices

Issuer is required to provide the State with a written notice of: (i) any failure of the Prime Contractor to replenish the SLOC to the full aggregate amount; or (ii) any failure of the Issuer to renew the SLOC.

4. Presentment & Demand

The State shall be entitled to present a written draft at sight (sight draft) on the Issuer. All drafts made under and in compliance with the terms and conditions of the SLOC shall be duly honored by Issuer upon presentment. The State's failure to make such demand for a particular action shall not be deemed a waiver of its rights under the SLOC. Partial and multiple drawings are permitted under the SLOC and such drawings will immediately reduce the then available balance of the SLOC, subject to the replenishment provisions, below. The Issuer, for value received, must stipulate and agree that the obligations of said Issuer and its Irrevocable Standby Letter of Credit shall be in no way impaired or affected (i) by any extensions of the times within which: (a) State may receive, review, accept or pay for deliverables under the Contract, or (b) within which the Prime Contractor may furnish a Standby Letter of Credit, or (ii) by any waiver by the State of any of the requirements of said Contract, and Issuer must waive notice of any such extensions or waivers.

E. Extension

The State reserves the right, exercisable upon written notice to the Prime Contractor, to unilaterally extend the period for which a SLOC is required for additional one-year period(s) upon expiration of the term, for the purpose of ensuring coverage one hundred twenty (120) days beyond: (i) completion and acceptance by the State of the SABIS, and (ii) if applicable to the proposed solution, completion and acceptance of the database migration, whichever occurs later.

F. Aggregate Amount & Replenishment

1. Aggregate Amount

The executed SLOC shall be maintained by Prime Contractor at all times during the SLOC Term in the full amount of Contract value.

2. Replenishment

In the event the State makes a partial or complete drawing(s) against the SLOC, the amount(s) of such drawing(s) must be replenished by Prime Contractor to the full aggregate amount within five (5) business days of any individual draws against the SLOC. Failure of the Prime Contractor to replenish the SLOC within the required timeframe shall be deemed a material breach of this Contract.

G. Jurisdiction & Venue

Issuer may designate a separate location for receipt of the State's draft, however, presentment shall be deemed to occur within the State of New York regardless of the physical location designated for receipt of the State's draft. Any actions or proceedings under the SLOC shall be governed by the laws and heard in Courts of the State of New York. Any rights set forth in this section shall be deemed cumulative, and in addition to any other remedies available at law or in equity.

H. SLOC Fees

The Prime Contractor shall be responsible for payment of all fees associated with obtaining and maintaining the SLOC, including extension period(s).

5.11 Maintenance Bond Requirements

The Prime Contractor shall post and keep in effect, throughout the term of the Contract, a faithful performance bond to secure the maintenance and repair responsibilities required by the Contract and by agreements for Authorized User Locations under the jurisdiction of the Contract.

For each such year that the Prime Contractor is obligated to perform maintenance, the bond shall be furnished in a sum equal to a mutually agreeable reasonable estimate of the Prime Contractor's annual maintenance and repair responsibilities based upon the Annual Maintenance Plan furnished at the commencement of the Contract.

The Prime Contractor's initial Annual Maintenance Plan and estimate of annual maintenance costs for the SABIS shall be set forth in the proposal.

The State shall be entitled to proceed against the bond upon the Prime Contractor's failure to provide the planned and unplanned maintenance required under the terms of the Contract.

All bonds shall be from a surety and in a form that has been approved, in advance, by the State.

5.12 Insurance

A. General

The Prime Contractor shall file with the DCJS Office of Financial Services, Certificates of Insurance evidencing compliance with all requirements contained in this RFP no more than thirty (30) days after receipt of "Notice of Contract Award" from the State and annually thereafter. Such Certificates of Insurance shall be of form and substance acceptable to the State. Acceptance and/or approval of DCJS of the Certificates of Insurance does not and shall not be construed to relieve the Prime Contractor of any obligations, responsibilities or liabilities under the Contract. All insurance required by the Contract shall be for the performance of the Prime Contractor's obligations under the Contract, and shall be obtained at the sole cost and expense of the Prime Contractor, and shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self insurance maintained by DCJS and/or the State of New York, shall be endorsed to provide that written notice must be given to DCJS at least thirty (30) days prior to cancellation, non-renewal, or material alteration of such policy or policies, which notice, evidenced by return receipt of United States Certified Mail, shall be sent to the DCJS Project Manager. The insurance policies shall name the State of New York, its Officers, agents and employees as additional insureds thereunder.

B. Payment of Premium & Deductible

The Prime Contractor shall be solely responsible for the payment of all premiums and deductibles to which all such policies are subject, and the State shall have the right, in the event of a default or other failure by the Prime Contractor to make a premium or deductible payment associated with the coverages set forth in this section, to pay the required premium(s) or to settle the outstanding balance due with a carrier and to deduct the cost therefore from any sums otherwise due the Prime Contractor under the agreement.

C. Carrier(s)

Insurance shall be maintained with insurance carriers licensed to do business in New York State. Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII," the insurance must be replaced no later than thirty (30) days from the date of the negative rating change or the renewal date of the policy, whichever occurs sooner, with an insurer licensed to do business in New York and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

D. Coverage Term

The Prime Contractor shall cause all insurance to be in full force and effect as of the date that the Contract resulting from this RFP is approved by the Office of the State Comptroller and to remain in full force and effect throughout the term of the Contract and as otherwise required by the terms and conditions of the Contract. The Prime Contractor shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect. Not less than 30 days prior to the expiration or renewal date the Prime Contractor shall supply the State updated replacement Certificates of Insurance.

E. Form of Insurance

The required insurance certificates shall: (1) name the People of the State of New York, its officers and agents as additional insureds, (2) be in a form and substance acceptable to the State; (3) be obtained at the sole cost and expense of the Prime Contractor; (4) be maintained with insurance carriers licensed to do business in New York who are acceptable to State; (5) be primary and non-contributing to any insurance or self-insurance maintained by the State; (6) contain the standard ISO separation-of-insureds provision, or a substantially similar clause; (7) be endorsed to provide written notice to the State at least 30 days prior to the cancellation, non-renewal, or material alteration of such policies, which notice shall be evidenced by return receipt of United States Certified Mail sent to the attention of:

Procurement Officer
State of New York Division of Criminal Justice Services
Office of Financial Services
4 Tower Place, 10th Floor
Albany, New York 12203-3764

The words “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” shall be deleted from the certificate form’s cancellation provision.

F. Subcontractor Insurance

Additionally, the Prime Contractor shall require all of its Contractors and subcontractors performing work in connection with the Contract to comply with the insurance requirements of this section, except for Builders Risk and Commercial Property Insurance (All Risk) coverage, which must be maintained by the Prime Contractor.

G. Right to Make Claim

The failure of: (1) the Prime Contractor to furnish certificates that comply with the requirements of the Contract, or (2) the State to demand such certificate or other evidence of full compliance with these insurance requirements, or (3) the State to identify a deficiency from evidence that is provided to the State, or (4) the State to make payment on behalf of the Prime Contractor in order to maintain required coverages, shall not be

construed as a waiver of the State right's to enforce the provisions of this section, or as a waiver of the Prime Contractor's liability for failure to meet the insurance requirements set forth herein. In addition to any other legal or equitable remedies that may be available to the State, failure to maintain the required insurance may, in the State's sole judgment, be grounds for a termination of the Agreement for cause. By requiring insurance, the State does not represent that coverage and limits will necessarily be adequate to protect the State, and such coverage and limits shall not be deemed as a limitation on the Prime Contractor's liability to the State under the Contract.

H. Commercial General Liability & Umbrella Liability Insurance

The Prime Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than five million dollars (\$5,000,000.00) for each occurrence, which shall be effective as of the date of approval of the contract by the New York State Comptroller. If such CGL insurance contains a general aggregate limit, it shall apply separately on a per-job, per-location basis. CGL insurance shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent Contractors, all equipment and system components-completed operations, broad form property damage, personal and advertising injury, cross liability coverage and liability assumed under an insured Contract. The State shall be included as an insured under the CGL, using ISO additional-insured endorsement (General Liability Additional-Insured Endorsement shall be on Insurance Service Office's (ISO's) form number CG 20 10 11 85) or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the State. The successful Offerer shall submit insurance verification information to the State no more than thirty (30) days after receipt of "Notice of Contract Award" from the State, and annually thereafter.

I. Comprehensive Business Automobile/Vehicle Liability Insurance

The Prime Contractor shall maintain comprehensive business automobile/vehicle liability insurance with a limit of not less than one million dollars (\$1,000,000.00) for each accident. Such insurance shall cover liability arising out of the use of any automobile/vehicle including owned, leased, hired, and non-owned automobiles.

J. Comprehensive Professional Liability Insurance

If providing professional services, the Prime Contractor shall maintain — or if subcontracting professional services, shall certify that Subcontractor maintains — errors and omissions liability insurance with a limit of not less than \$5,000,000 per loss. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract and may not exclude bodily injury, property damage, pollution or asbestos-related claims, testing, monitoring, measuring, or laboratory analyses. If coverage is written on a claims-made policy, the Prime Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that

continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years.

K. Owners & Protective Liability

An Owners and Contractors Protective Liability Policy issued to, and in the name of The People of the State of New York, with limits of not less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

L. New York State Worker's Compensation Law

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that the State shall not enter into any contract unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into a contract with the State, successful Offerers will be required to verify for the State, on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed below. The State would prefer Offerers to submit this insurance verification information with their bids if possible. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at (518)486-6307. Failure to provide verification of either of these types of insurance coverage by the time winning bids have been selected and contracts are ready to be executed will be grounds for disqualification of an otherwise successful bid.

Workers' Compensation Requirements under WCL § 57:

To comply with coverage provisions of the WCL, businesses must:

- A) be legally exempt from obtaining workers' compensation insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be self-insured or participate in an authorized group self-insurance plan.

To verify your compliance with the above, the State must receive one of the following properly executed Workers' Compensation Board forms from the Contractor, the Contractor's insurance carrier or the Workers' Compensation Board, depending on which form is appropriate:

- 1) WC/DB-100, Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; or
- 2) WC/DB-101, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working in New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; or

3) C-105.2, Certificate of Workers' Compensation Insurance. (The Contractor's insurance carrier will send this form to the State upon the Contractor's request) Please Note: The State Insurance Fund provides its own version of this form, the U-26.3; or

4) SI-12, Certificate of Workers' Compensation Self-Insurance (the Workers' Compensation Board's Self Insurance Office will send this form to the State upon the Contractor's request), OR GSI – Certificate of Participation in Workers' Compensation Group Self-Insurance (the Contractor's Group Self-Insurance Administrator will send this form to the State upon the Contractor's request).

Disability Benefits Requirements under WCL § 220(8):

To comply with the coverage provisions of the Disability Benefits Law, businesses must:

- A) be legally exempt from obtaining disability benefits insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be self-insured.

To verify your compliance with the above, the State must receive one of the following properly executed Workers' Compensation Board forms from the Contractor, the Contractor's insurance carrier or the Workers' Compensation Board, depending on which form is appropriate:

1) WC/DB-100, Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; or

2) WC/DB-101, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working in New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; or

1) Either the DB-120.1 – Certificate of Disability Benefits Insurance OR the DB-820/829 Certificate/Cancellation of Insurance (the Contractor's insurance carrier will send one of these forms to the State upon the Contractor's request); or

4) DB-155 – Certificate of Disability Benefits Self-Insurance (the Workers' Compensation Board's Self Insurance Office will send this form to the State upon the Contractor's request)

M. Builder's Risk

Prior to the Prime Contractor's new construction or reconstruction of any SABIS system infrastructure or structure under the jurisdiction of the Contract, the Prime Contractor shall purchase and maintain builders risk insurance equal to the replacement cost of the structure, fixtures, equipment, improvement and betterments. This insurance shall include the State as an additional insured and may be provided under the property section of a package policy to the same degree required by this paragraph. The insurance shall cover the entire site at which the work is being performed, including reasonable compensation for engineering services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. The policy shall include as insured property scaffolding, falsework, and temporary buildings located at the site. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance, or regulation. The insurance as required shall be written to cover all risks of physical loss, and shall insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief and collapse. Any deductible applicable to the above-described insurance shall be approved in writing, in advance, by the State, and the Prime Contractor shall be solely responsible regardless of the nature or cause of the loss.

N. Commercial Property Insurance

Upon completion of construction or reconstruction of SABIS infrastructure or facilities covered by the Contract, the Prime Contractor shall purchase and maintain Commercial Property Insurance covering any property for which it retains title or leasehold interest which is installed or located on or within State facilities. Commercial property insurance shall, at a minimum, cover the perils insured under the ISO Special Causes of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, including debris removal, demolition and increased costs of construction that are caused by legal requirements regulating the construction or repair of damaged facilities, including any ordinance or law endorsement, in an amount of not less than the replacement cost of the property insured. Any deductible applicable to the above described insurance shall be approved in writing by the State, and the Prime Contractor shall be solely responsible regardless of the nature or cause of the loss. The amount of insurance shall equal the full estimated replacement cost of the Facilities. The State shall be included as an additional insured and loss payee under the commercial property insurance. The Prime Contractor may, at its option, purchase business income, business interruption, extra expense or similar coverage as part of this commercial property insurance, and in no event shall the State be liable for any business interruption or other consequential loss sustained by the Prime Contractor, whether or not it is insured, except in the event that such loss is caused by the negligence of the State, its employees, officers, directors or agents.

5.13 Title & Legal Interests

A. Documentation

The State shall own title to all drawings, documentation, technical designs and specifications (including but not limited to bid proposals, engineering drawings, plans, reports, training, maintenance or operating manuals), including network design, equipment configurations and documentation, whether preliminary, final or otherwise and may reproduce same for its own use. The Prime Contractor shall deliver to the possession of DCJS all work-in-progress documentation as it becomes available, but in no event later than thirty (30) days after creation.

B. Real Property

The Prime Contractor shall detail in the SABIS Engineering Design any real estate, buildings, access, rights of way, HVAC and office space required for the SABIS infrastructure, network facilities and/or location of personnel, storage and maintenance equipment. Underlying rights to such real property (e.g., ground lease, leasehold or license interest, or title) shall be held by and in the name of the State of New York. The Prime Contractor will be granted a license to access such sites for the installation and maintenance of the SABIS Infrastructure which shall expire upon expiration or termination of the Contract, such rights to be granted in a writing the form of which shall be approved by the New York State Attorney General. In the alternative, the State reserves the right to require real property to be acquired or leased in the name of the Prime Contractor with an irrevocable right of transfer and assignment to the State of New York, which can be exercised at the State's option at any time. If the right to real property is in the form of a lease, Prime Contractor shall include in any offer to the third party lessor a provision that the legal interest may be transferred to the State of New York without further approval or consent of the proprietary owner and without additional consideration. Payment for the option set forth in this paragraph shall be made in accordance with the provisions set forth in the Contract. For purposes of this RFP and resulting contract DCJS may require all right, lease, title and interest in real property to be held by and in the name of the State of New York Office of General Services or any other State Agency authorized by statute.

C. SABIS Infrastructure (Capital Assets)

Ownership of the SABIS capital assets and chattels (collectively hereinafter "SABIS Infrastructure") shall initially remain with the Prime Contractor until the SABIS has been fully accepted by the State, at which time all right, title and interest shall vest in the State of New York subject to the following:

1. The State shall have the option to require the Prime Contractor to execute a security agreement in favor of the State providing a security interest in any SABIS Infrastructure which the State has not yet accepted;

2. Payments made by the State to the Prime Contractor for any obligation shall first be applied in satisfaction of all liens, claims and encumbrances of subcontractors and materialmen and other claims of secured creditors relating to the SABIS Infrastructure;
3. The SABIS Infrastructure or any part thereof may not be pledged as collateral for indebtedness of the Prime Contractor without the express written consent of the State of New York and in such event only for purposes of, and only to the extent that such indebtedness directly relates to, the design, acquisition of materials, and construction of the capital assets constituting the SABIS Infrastructure.
4. The Prime Contractor shall provide the State with written notice of the creation or filing, whether voluntary or involuntary, of any lien or security interest collateralized by the SABIS Infrastructure within ten (10) days of the Prime Contractor's receipt of filing of such notice;
5. The State of New York reserves the right in its sole discretion to issue bonds, certificates of participation, notes, pit or any other form of financing of the SABIS Infrastructure procured hereunder, and in such an event the Prime Contractor agrees to cooperate fully to facilitate the completion of such financing by the State;
6. Due to the public health, safety and welfare nature of the SABIS, in the event of abandonment by Prime Contractor of any part of the SABIS Infrastructure whether or not accepted by the State, title to SABIS Infrastructure shall revert to the State. This provision must be reflected in any subcontracts, rights of way or easements which Prime Contractor enters into with any third party.

D. Incorporation into Subcontracts

The Prime Contractor shall incorporate all of the provisions hereof respecting Title and Legal Interests in Documentation, Real Property and Infrastructure into subcontracts entered into by the Prime Contractor in connection with performance of Prime Contractor's obligations under the terms of this RFP and resulting Contract. Other than as set forth above and with express written approval of the State, the Prime Contractor shall not sell, assign, encumber, lien or otherwise pledge SABIS Infrastructure as collateral for any obligations or indebtedness of Prime Contractor.

E. Taxation of Telecommunications and Network Lines

In the event that the Prime Contractor rents or leases telecommunication or network services in connection with provision of services to the State or any political subdivision thereof under this agreement and such services are later determined to be taxable, the Prime Contractor shall offer the State of New York the opportunity to secure at its option such services in its own name or when available to provide such services through the State of New York Office for Technology, in which event the State shall not be invoiced for services so provided.

5.14 Submission of Prime Contractor Invoices

Prime Contractor shall submit invoices associated with a specific project deliverable at the completion of that activity. All payments from the State shall be made: (i) upon certification by the DCJS Project Director that the work invoiced by such invoice has been satisfactorily performed pursuant to the terms of this Contract, and (ii) upon submission of invoices satisfactory to the Comptroller of the State of New York in compliance with State Finance Law requirements.

5.15 Payment for Services of Prime Contractor

All reimbursement to the Prime Contractor for work performed shall be made pursuant to Article 11-A of the New York State Finance Law and will be based on the Prime Contractor's presentation of an invoice in a form acceptable to DCJS and the NYS Office of the State Comptroller. Such reimbursement shall be within the bid prices and rates set forth in the Prime Contractor's response to this RFP. The Prime Contractor shall invoice, upon DCJS acceptance, each deliverable as defined in the Prime Contractor's Project Plan and Cost Proposal and agreed upon by DCJS. DCJS reserves the right to negotiate the timeframes for testing and acceptance of Prime Contractor deliverables.

5.16 Warranties

In addition to the warranties set forth elsewhere in the Contract, the following warranties **shall survive beyond termination or expiration of the Contract** term in accordance with the terms below. Prime Contractor, in submitting the Bid Proposal and executing the Contract, warrants and represents to the State the following:

A. SABIS Performance

At all times during the Contract term, Prime Contractor warrants that all components or deliverables specified and furnished by or through the Offerer under this Contract meet the requirements set forth in the RFP and any subsequent statement(s) of work, and that services will be provided in a workmanlike manner in accordance with industry standards warrants and represents that the SABIS shall operate in accordance with the requirements and acceptance criteria set forth in the Contract. If any portion of the SABIS fails to meet this warranty standard, the Prime Contractor shall repair or replace the defective component at its sole expense to minimize disruption and loss of functionality, time being of the essence.

Offerer warrants and represents full ownership, clear title free of all liens, and/or that Offerer has obtained on behalf of DCJS perpetual license rights set forth herein to use the Offerer's proposed solution including equipment, software, customizations and services ("Product"), for the purposes stated in Section 1.4 of the RFP. Offerer shall indemnify DCJS for any loss, damages or actions arising from a breach of this warranty without limitation. DCJS may require Offerer to furnish appropriate written documentation establishing the above rights and interests as a payment. DCJS'

request or failure to request such documentation shall not relieve Offerer of liability under this warranty.

Offerer warrants and represents that any required deliverables specified and furnished by or through Offerer, whether tangible or intangible, regardless of form, shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered, with no attachment or part substituted or applied contrary to the manufacturer's recommendations and standard commercial practice in the industry.

Offerer warrants and represents that all Products or deliverables specified and furnished by or through Offerer under the Contract meet the completion criteria set forth in the Contract and any subsequent statement(s) of work, and that services will be provided in a workmanlike manner in accordance with industry standards.

Offerer further warrants and represents that Products or deliverables specified and furnished by or through the Offerer under the Contract shall individually, and where specified by Offerer to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for the warranty period stated in the Contract, or a minimum of ninety (90) days from the date of acceptance, whichever period is longer ("Project Warranty Period"). During the Project Warranty Period, defects in the Products or deliverables specified and furnished by or through Offerer shall be repaired or replaced at no cost or expense to DCJS.

Offerer shall extend the Project Warranty Period for individual Product(s) or for the System as a whole, if applicable, by the cumulative period(s) of time, after notification, during which an individual Product or the System requires servicing or replacement (down time), or is in the possession of the Offerer, its agents, officers, subcontractors, distributors, resellers or employees.

In addition to Offerer's Project Warranty, DCJS shall have the benefit of all manufacturers' standard commercial warranties for individual project deliverables. It shall be the Offerer's responsibility to insure such warranties begin conterminously with the commencement of Offerer's Project Warranty Period. Any additional cost(s) for having the periods begin conterminously shall be borne by the Offerer. During the Project Warranty Period, Offerer shall be responsible for placing and coordinating all manufacturers' warranty claims on behalf of DCJS. Such manufacturer's warranty coverage shall be supplemental to, and not relieve the Offerer from, Offerer's warranty obligations during the Project Warranty Period.

Where the manufacturer's warranty term is longer than the Project Warranty Period, Offerer shall notify DCJS and pass through the manufacturer's warranty to DCJS at no additional charge. Offerer shall not be responsible for coordinating services under the manufacturer's warranty after expiration of the Project Warranty Period.

B. Conformance to Manufacturer's Specifications

The warranties expressly set forth in this RFP and resulting Contract will be in lieu of all other warranties, express or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The above warranties do not apply to the extent the problem is caused by misuse, unauthorized modification, unsuitable physical environment, failure to follow required maintenance by the DCJS or failure caused by product for which the Offerer is not responsible.

C. Product & Equipment Warranty

At all times during the Contract term, Prime Contractor warrants and represents that the Product delivered under this Contract conform to the requirements, specifications, performance standards and documentation, and the documentation fully describes the proper procedure for use. Technologies and equipment offered shall be standard new equipment, current model or most recent version or release of standard commercial offering with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Prime Contractor further warrants and represents that the Product delivered under this Contract (including any equipment, components or deliverables specified and furnished by or through Prime Contractor) shall individually, and where specified and furnished as a system, be substantially uninterrupted or error-free in operation and guaranteed against faulty material and workmanship for the manufacturer's standard warranty period or for the duration of the Contract, whichever is longer ("warranty period"). During the warranty period, defects in the materials or workmanship of components or deliverables specified and furnished by or through Prime Contractor shall be repaired or replaced by Prime Contractor at no cost or expense to the State.

If during the warranty periods faults develop, the Prime Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. Substituted or replacement Product shall be unconditionally guaranteed for a period of one year from the date such substituted or replacement Product was installed or replaced, the standard manufacturer's warranty period, or the remaining duration of the warranty period, whichever is longer.

Where third party equipment manufacturer or software developer offers any project deliverable by or through Prime Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Prime Contractor from, Prime Contractor's warranty obligations during the project warranty period(s). Where a standard commercial warranty covers all or some of the warranty period(s), Prime Contractor shall be responsible for coordinating the warranty service with the third party manufacturer(s) or developers.

All costs for labor and material and transportation incurred to repair or replace defective Product during the warranty period shall be borne solely by the Prime Contractor, and the State shall in no event be liable or responsible therefore.

D. Title & Ownership Warranty

Prime Contractor warrants and represents full ownership, clear title free of all liens and encumbrances, and/or that Prime Contractor has obtained on behalf of the State perpetual license rights to use the SABIS Product, hardware, interfaces, third-party software or any other deliverable (“System”) pursuant to this Contract. Prime Contractor shall be solely liable for any costs of acquisition associated therewith. Prime Contractor fully indemnifies the State for any loss, damages or actions arising from a breach of said warranty without limitation. The State or DCJS (“Authorized SABIS User”) may require Prime Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of Contract award or payment. The State’s request or failure to request such documentation shall not relieve Prime Contractor of liability under this warranty.

E. Prime Contractor Compliance

Prime Contractor warrants and represents that it will pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees and gives all notices and complies with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Prime Contractor shall establish to the satisfaction of the State that it meets or exceeds all requirements of the bid/ Contract and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for workman’s compensation, and shall provide such proof as required by the State. Failure to do so may constitute grounds for the State to cancel or suspend this Contract, in whole or in part, or to take any other action deemed necessary by the State.

F. Virus Warranty

Prime Contractor warrants and represents that licensed or customized Software contains no known viruses.

G. Workmanship Warranty

Prime Contractor warrants and represents that all components or deliverables specified and furnished by or through Prime Contractor under the Contract meet the completion criteria set forth in the Contract and any subsequent statement(s) of work, and that services will be provided in a workmanlike manner in accordance with industry standards.

H. Adequate Parts Supply

Prime Contractor warrants and represents that adequate parts supply will be available throughout the term of the Contract and extensions and stored in such locations to meet the response times and performance specifications set forth herein.

I. Manufacturer's Field Support & Maintenance

Prime Contractor warrants and represents that manufacturer's field support and maintenance will be available to protect the SABIS from interruption of service due to the inability of the Prime Contractor to meet its service obligations, as such inability is determined by the State in its sole discretion where Prime Contractor is outside the timeframe for response set forth in Attachment 14, Section D.2.

J. Date Processing Warranty

Prime Contractor warrants and represents that Contract services involving the processing of date/time data shall be provided in an accurate and timely manner insofar as accurately processing date/time data, including leap year calculations. In the event of any breach of this warranty, the Prime Contractor shall restore the services to the same level of performance as warranted herein, and clean, repair or replace data, time being of the essence, at the Prime Contractors' sole cost and expense.

The Prime Contractor shall, at its sole cost and expense, promptly repair or, upon demand, replace the defective unit or component part affected or furnish a patch or temporary fix or work around during the period in which the repair is made so that the performance and functionality of SABIS is maintained, time being of the essence.

All costs for labor and material and transportation incurred to repair or replace defective equipment or components during the warranty periods shall be borne solely by the Prime Contractor, and the State shall in no event be liable or responsible therefore.

The Offerer shall provide a warranty period of one year from the date of system acceptance for all products and deliverables. This warranty period shall include full maintenance services at no additional cost to DCJS. The Offerer solution shall include details of the proposed warranty to meet DCJS' needs as described in this RFP.

K. Personnel Eligible for Employment

The Prime Contractor further warrants to DCJS that contractor personnel performing services under the Contract are eligible for employment in the United States.

L. Survival of Warranties

All warranties contained in the Contract shall survive the termination of the Contract. The Prime Contractor will maintain all original manufacturers' warranties, organized neatly by installation location, and will present the organized warranty package to DCJS upon completion and/or termination of contract.

5.17 Indemnification & Limitation of Liability

Prime Contractor shall fully indemnify and save harmless the State, Authorized SABIS User(s) and their respective officers, subcontractors, agents and employees without limitation from suits, actions, damages and costs of every name and description arising out of the acts or omissions of Prime Contractor, its officers, subcontractors, agents and employees, in any performance under this Contract based on: i) personal injury, including death, damage to real or personal tangible property, or ii) infringement of any law or of a United States Letter Patent with respect to the SABIS System furnished, or of any copyright, trademark, trade secret or intellectual proprietary rights, provided that the State or Authorized SABIS User(s) shall give Prime Contractor: (a) prompt written notice of any action, claim or threat of infringement suit, or other suit, promptness of which shall be established by Authorized SABIS User(s) upon the furnishing of written notice and verified receipt, (b) the opportunity to take over, settle or defend such action, claim or suit at Prime Contractor's sole expense, subject to the approval of the New York State Department of Law, and (c) assistance in the defense of any such action at the expense of Prime Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or Authorized SABIS User(s) may require Prime Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the State shall require. The Prime Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized SABIS User's unauthorized modification or alteration of SABIS System; ii) Authorized SABIS User's use of the SABIS System in combination with other products not furnished by Prime Contractor; iii) Authorized SABIS User's use in other than the specified operating conditions and environment for the proposed network and equipment. Prime Contractor shall indemnify and save harmless the State from suits, actions, claims, damages and costs arising under or connected to Prime Contractor's performance under this Contract, and except where express loss limitations set forth elsewhere in this agreement provide for a higher limitation of liability, e.g., where such express provisions impose Prime Contractor liability "without limitation", the total liability of Prime Contractor for any particular claim, regardless of the nature of the claim, shall not exceed two (2) times the fees paid Prime Contractor under the Contract during the Contract term. Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract and shall immediately resume performance upon termination of the force majeure.

The State and Authorized SABIS User(s) may, in addition to other remedies available to them at law, in equity, or under the Contract, and upon notice to the Prime Contractor, retain such monies from amounts due Prime Contractor, or may proceed against the

applicable Standby LOC or bond, if any, as may be necessary to satisfy any claim for damages, costs and the like asserted by or against them.

Indemnification and Limitation of Liability:

- A. Offerer shall be fully liable for the actions of its agents, employees, partners or sub Offerers and shall fully indemnify and save harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Offerer, its agents, employees, partners or sub Offerers, without limitation; provided, however, that the Offerer shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the DCJS.
- B. Offerer will indemnify, defend and hold the DCJS harmless, *without limitation*, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the DCJS in any action for infringement of a patent with respect to the Product furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the DCJS shall give the Offerer: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Offerer's sole expense, and (iii) assistance in the defense of any such action at the expense of Offerer. Where a dispute or claim arises relative to a real or anticipated infringement, the DCJS may require Offerer, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the DCJS' Counsel's Office shall require. If the Offerer has an opportunity to terminate any such infringement suit by a third-party Offerer, the Offerer shall obtain the consent of the State and the Attorney General of the State of New York to the settlement if such settlement will alter any financial or performance terms of the Agreement.
1. If principles of governmental or public law are involved, the State may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the Offerer without the Offerer's written consent.
 2. If in the Offerer's opinion the equipment, materials, or information mentioned in paragraph b., above, are likely to or do become the subject of a claim of infringement of a United States patent or copyright, then without diminishing the Offerer's obligation to satisfy any final award, Offerer may, with the State's written consent, substitute other equally suitable equipment, materials, and information or, at Offerer's option and expense, obtain the right for the State to continue the use of such equipment, materials, and information.
- C. The Offerer will indemnify DCJS without limitation against any claims brought against DCJS by reason of a wrongful disclosure of confidential information attributed to the Offerer or any Offerer employee and will cooperate fully with DCJS and the Attorney General in defense of the claim.

- D. The Offerer shall not be obligated to indemnify that portion of a claim or dispute based upon: i) DCJS' unauthorized modification or alteration of a product; ii) DCJS' use of the product in combination with other products not furnished by Offerer; iii) DCJS' use in other than the specified operating conditions and environment.
- E. Unless otherwise specifically enumerated herein, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Offerer is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

Indemnification for Direct Damage:

For all other claims against the Offerer where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Offerer's liability under this Contract for direct damages shall be two (2) times the charges rendered by the Offerer under the Contract.

5.18 Software, Customizations, Hardware and Equipment Upgrades

Software error corrections, revisions, feature enhancements or upgrades for equipment and products delivered under this Contract, including the SABIS System, will be installed at no charge by the Prime Contractor during the Contract term and shall be made available throughout the life of the Contract at no additional charge other than the pricing set forth in the Contract.

The Prime Contractor will be required to notify the State immediately of the availability of software upgrade(s). Implementation of an upgrade is at the sole discretion of the State, provided, however, that the non-implementation of any software upgrade does not substantially impair system performance or reliability.

A. Software License

Title and ownership to proprietary commercial software delivered under the Contract shall remain with the proprietary owner(s) ("Licensor"). Effective upon delivery, such software shall be perpetually licensed to the State. Licensor may not terminate the use of the Product in ways which would otherwise be prohibited by law ("License") without first providing the State with written notice of the material breach giving use to the termination and a ninety (90) day opportunity to cure.

B. Archival Back-up for Licensed Software

The Prime Contractor shall copy and retain the licensed software and related documentation for all software and upgrades for the purpose of 1) trouble shooting diagnostic; 2) reproducing copies of the Licensed Product for archival backup and disaster recovery procedures in the event of destruction or corruption of the software or disasters or emergencies which require SABIS to restore backup(s) or to initiate disaster recovery procedures for its platform or operating systems; and 3) reproducing a reasonable number of copies of the Product and related documentation for cold site storage. "Cold Site" storage shall be defined as a restorable back-up copy of the Product not to be installed until and after the declaration by the State of a disaster.

C. Transfers or Assignments to a Third Party Financing Agent

The State may assign or transfer its rights in licensed software to the State's third party financing entity or trustee ("Trustee") as required by the terms of the State's financing agreement. Trustee's sole rights with respect to transferability or use of licensed software shall be to exclusively sublicense all of the State's rights to such Licensed Product under the terms and conditions of the License agreement; provided, further, however, in the event of any termination or expiration of such sublicense by reason of payment in full, all of Trustee's rights in such Licensed Product shall terminate immediately and the State's sole rights to such Licensed Product shall be as provided herein.

D. Confidentiality

Licensed software is considered a trade secret, copyrighted and proprietary product. The State will not disclose or otherwise distribute or reproduce any licensed software to anyone other than as authorized under the terms of Contract. The State will not remove or destroy any proprietary markings of Prime Contractor. Except as expressly authorized by the terms of license, the State shall not:

1. Copy the Product;
2. Cause or permit reverse compilation or reverse assembly of all or any portion of the Product;
3. Export all or any portion of the Product in violation of any U.S. Department of Commerce export administration regulations

5.19 Escrow for Software Source Code

Prime Contractor shall establish and maintain, at its expense, an established escrow agreement in effect in perpetuity for the two (2) most recent versions of the source code, including proprietary code, to the software delivered under the Contract ("Source Code"). The Prime Contractor shall establish procedures to continually update the Source Code as new versions of the software are implemented into production.

A. Escrow

The Prime Contractor shall provide the name and contact address/phone number of the neutral third party (“Escrow Agent”) holding, in trust, all Source Code, including proprietary code, designated to the State. The escrow agreement has to name the State of New York as an irrevocable beneficiary, and the State of New York acting on behalf of Authorized SABIS User(s) of this Contract. The escrow agreement may not be terminated by either Prime Contractor or the Escrow Agent without prior notice to the State of New York. Throughout the term of the Contract, Prime Contractor shall be obligated to annually update and appropriately identify the deposited materials, including current versions of the source code for the most recent release, error corrections, enhancements or updates of software delivered under this Contract.

B. Terms of Escrow

Escrow Agent shall provide annual notice to the State that such escrow is in effect, and shall notify the State as to the version or releases held by such agent by providing the contents list for the escrow. Escrow Agent shall, during the term of the escrow agreement, periodically inspect the deposit materials and compare them with the contents list for the escrow. Escrow Agent may not raise any defenses against the State that the agent may have against the Prime Contractor to restrict the release of source code to the State. The escrow agreement shall not include any provisions relating to the release of the escrow contents that would require, prior to release, the State to submit to arbitration. The escrow agreement shall require the Escrow Agent to provide the following notices and to release the escrow as follows:

1. Required Notice to State from Escrow Agent:

The Escrow Agent is required to furnish written notice(s) to the State at the Office of Financial Services (at the address for notices set forth in this RFP, Section 5.12.E) upon the happening of any one or more of the following events:

- a. Failure of Prime Contractor to pay required escrow fees;
- b. Voluntary termination or transfer of escrow account by Prime Contractor;
- c. Entry of an order for relief under Title 11 of the United States Code against Prime Contractor, or any involuntary order;
- d. The making of a general assignment by Prime Contractor for the benefit of creditors;
- e. The appointment of a general receiver or trustee in bankruptcy of Prime Contractor’s business or property;
- f. Action by Prime Contractor under any state insolvency or similar law for the purposes of its bankruptcy, reorganization or liquidation;
- g. Court ordered liquidation against Prime Contractor; or
- h. Prime Contractor’s failure to update the Source Code and/or to deposit new code with Escrow Agent at least annually after the effective date of the escrow.

2. Requirement for Release of Source Code

The terms of escrow shall provide for release of the source code upon the happening of one or more of the following events:

- a. Failure of Prime Contractor to carry out SABIS System ongoing maintenance or support obligations set forth in this Contract;
- b. Failure of Prime Contractor to continue to do business in the ordinary course;
- c. Existence of any one or more of the following circumstances, if uncorrected for more than sixty (60) days:
 - i. entry of an order for relief under Title 11 of the United States Code;
 - ii. the making by the Prime Contractor of a general assignment for the benefit of creditors;
 - iii. the appointment of a general receiver or trustee in bankruptcy of Prime Contractor's business or property; or action by the Prime Contractor under any state insolvency or similar law for the purposes of its bankruptcy, reorganization, or liquidation.

The occurrence of the described events will not constitute a release condition if, within the specified sixty (60) day period, Prime Contractor (including its assignee or its receiver or trustee in bankruptcy) provides to the State adequate assurances, reasonably acceptable to the State as solely determined by State, of its continuing ability and willingness to fulfill all of its maintenance and support obligations. Additionally, if the State feels that a condition for release has occurred, the State shall notify the Escrow Agent, who shall notify Prime Contractor of the intended release. Prime Contractor has a maximum of fifteen (15) business days to object to the release. If an objection is filed, the Escrow Agent shall continue to retain the source code until otherwise directed by mutual agreement of the parties or until otherwise directed by a court of competent jurisdiction. Notwithstanding the foregoing, if after an objection has been filed, the State certifies in writing an "emergency", as defined below, has occurred, the Escrow Agent shall immediately release the source code to the State. An "emergency" shall be defined as the State's written certification that, the State reasonably believes that a feature in the Prime Contractor product has caused the system to crash and render it inoperable and the Prime Contractor has refused to provide remedial assistance to correct the failure within four (4) business hours from receipt of written notice, via e-mail, of the failure and such condition requires an immediate release of the source code for State's internal use to correct the failure in order to continue normal system operation and full functionality. Upon release of the Source Code, the State may release the Source Code to the Authorized SABIS User(s), if necessary, for remedial maintenance purposes only.

C. Changes in Escrow

The escrow agreement shall designate the State as a “co-party”, which is entitled to receive notice from the agent if there is any change in the status of the escrow agreement between Prime Contractor and the agent, including notice of a proposed termination or transfer. Before Prime Contractor can change a designated Escrow Agent, the Escrow Agent and the Prime Contractor shall provide the State a minimum advanced notice of sixty (60) days of the proposed change. Before the escrow may be moved or changed, the State has to be notified of the identity of the new proposed agent, and the new agent has to confirm the same terms of escrow vis-à-vis the State’s interests.

5.20 Compliance with Laws

The Prime Contractor shall comply with all present and future applicable laws, codes, ordinances, statutes, rules and regulations with respect to any of the duties or responsibilities of the Prime Contractor arising from the Contract, including but not limited to the Americans with Disabilities Act (42 USC Section 1202, et seq).

The Prime Contractor, including its agents, successors and/or assigns and Contractors and subcontractors shall obtain all necessary licenses, certificates and other approvals required by law to fulfill the Prime Contractor’s obligations under the Contract at its sole expense. The Prime Contractor shall furnish copies of such documentation to the State upon request.

Although covered by the general compliance mandated by this provision, it is specifically understood that the Prime Contractor shall be responsible for compliance with all applicable federal laws, rules and regulations to the extent that any Authorized SABIS User is the recipient of any federally funded monies relating to the procurement of services or products under this Contract, including but not limited to, the following provisions set forth at Chapter XXX of 7 CFR or Appendix A to 45 CFR Part 74, relating to:

- a. Equal Employment Opportunity as set forth in federal Executive Orders 11246 and 11375 as supplemented by 41 CFR 60.
- b. Copeland "Anti-Kickback Act" (18 USC 874 and 40 USC 276c) which provides that all contracts/subgrants greater than \$2,000 must have a provision requiring compliance with 18 USC 874 as supplemented by 29 CFR Part 3, which prohibit contractors or subrecipients from inducing by any means any person employed in construction, completion or repair of public work to give up any part of compensation to which they are otherwise entitled and that the recipient shall report all suspected/reported violations to the Federal awarding agency.

- c. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) which requires all construction contracts awarded by recipients of more than \$2000 to comply with the Act as supplemented by USDOL Regulations 29 CFR Part 5 requiring all contractors to pay wages to laborers and mechanics at a rate not less than the minimum wage specified by the Federal Secretary of Labor, which wages shall be paid not less than once a week. The recipient shall place a copy of the federally specified wage (the "prevailing wage") in each solicitation and the award of a contract shall be conditioned upon acceptance of such a determination. The recipient must report all suspected/reported violations to the Federal awarding agency.
- d. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) which requires, where applicable, that all construction contracts and other contracts involving employment of mechanics and laborers require compliance with 40 U.S.C. 327-333 as supplemented by USDOL Regulations 29 CFR 5 when said contracts exceed \$100,000, which references require that work in excess of 40 hours/week be recompensed at a rate at least 50% greater than the basic pay rate and that no work be required in unsanitary, hazardous, or dangerous conditions. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.
- e. Rights to Inventions Made under a Contract or Agreement- Contracts or Agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the recipient in any resulting invention in accordance with 37 CFR Part 401 and any further implementing regulations issued by USDHHS or USDA.
- f. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)- Contracts and subgrants in excess of \$100,000 shall require the recipient to comply with the Acts recited herein and that violations must be reported to USDHHS and the appropriate Regional Office of the Federal Environmental Protection Agency.
- g. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)- which requires that every contractor under a contract for more than \$100,000 and every tier of contractors or subcontractors there under shall file certification, as required, that said contractor will not and has not used any Federal appropriated funds to pay any person or organization for influencing or attempting to influence any federal agency, member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or award covered by such Amendment. A contractor or subcontractor from any tier shall also disclose any lobbying with non-federal funds that takes place in conjunction with obtaining a federal award, which disclosure shall be forwarded up any applicable tiers to the recipient. (See also 45 CFR 93)
- h. Debarment and Suspension. (Federal E.O.s 12549 and 12689)- Certain contracts shall not be awarded to parties listed on the non-procurement portion of the U. S. General Services Administration's "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with E.O.s 12549 and 12689. (See 45 CFR 76.) Contractors with awards that exceed the simplified acquisition threshold shall

provide the required certification regarding their exclusion status and that of their principals prior to award.

5.21 Termination

A. For Convenience

The State hereby reserves the right to terminate this Contract for convenience, or in the event that necessary and lawful appropriations are not provided or continued for the funding of this contract by the Legislature subject to and in accordance with the following provisions:

1. The State shall have the right to unilaterally terminate this Contract, in whole or in part, for convenience provided that prior notice of such termination is given. Such option may be exercised upon thirty (30) days advance written notice to the Prime Contractor pursuant to paragraph (C), below. In the event that the State exercises this option, the Contract shall terminate as to the portion(s) of work being deleted as of the termination date set forth in paragraph (C), below, with obligations of the parties as follows:
 - a. The Prime Contractor shall deliver to the possession of the State within such thirty (30) day notice period all drawings, reports or other required Contract deliverables to date related to the portion(s) of work subject to the termination, whether preliminary or final, in the form and format set forth in this agreement. The State's receipt of such deliverables shall be a condition precedent to the obligation of the State to make payments to the Prime Contractor.
 - b. Upon receipt of such deliverables, the State shall be obligated to pay the Prime Contractor the amounts then due and owing as specified in the approved SABIS progress payment plan as the exclusive amounts due Prime Contractor, calculated as of the termination date, such payment to be tendered to Prime Contractor within ninety (90) days of receipt of the deliverables. The State shall not be liable to Prime Contractor for lost profits, administrative or other expenses, however denominated.

B. For Cause

1. Notice

If either party fails to materially comply with any provision of the Contract the other party shall so notify the party in default as provided in paragraph (C), below. The notification shall specify in reasonable detail the nature of the default.

2. Cure Period

Where timeframes for performance are otherwise set forth in this Contract, the specific time period stated shall govern. For all other instances constituting default, the party in default shall have forty-five (45) calendar days from the date of receipt of notice to correct the default (“cure period”). During the cure period, the party in default shall work diligently to resolve and cure any default. The parties may, upon mutual written agreement, agree to extend the timeframe for cure.

Because of the public safety nature of the SABIS, the State may, upon written notice to the Prime Contractor, shorten the forty-five (45) day cure period as it deems necessary in the event that the Prime Contractor’s breach threatens or has the potential to threaten the ongoing operation of the SABIS, or the health, safety or welfare of those served by the SABIS.

3. Default

If the party in default is unable to cure the default within the cure period, in addition to availing itself of specific remedies set forth in the Contract, the aggrieved party may pursue all legal and equitable remedies for breach. A delay or failure in declaring a material breach under this paragraph shall not be deemed a waiver of the right to subsequently declare a default.

4. Additional State Rights & Remedies

- a. In the event of Prime Contractor’s default, in addition to pursuing any other legal or equitable remedies, the State shall have the right to take one or more of the following actions:
 - i. terminate the Contract, in whole or in part;
 - ii. proceed against the Letter of Credit or Bond(s) or Insurance furnished by Prime Contractor, in accordance with the terms thereof;
 - iii. suspend, in whole or in part, payments due Prime Contractor under this or any other New York State Contract;
 - iv. pursue equitable remedies to compel Contractor to perform; and/or
 - v. all rights set forth under b, below.
- b. It is expressly understood between the parties that the State is contracting with Prime Contractor for the personal services of Prime Contractor in building, operation and maintenance of a Statewide Automated Fingerprint and Biometric Analysis System and associated network which is a public safety system operated and maintained by the State for the health, safety and welfare of the citizens of New York.

Therefore, in the event of termination of this Contract in whole or in part based upon the Prime Contractor's default or abandonment, the State shall, in its sole judgment, among other factors, determine the usability to the State of that portion of the SABIS completed prior to default with reference to completion of the foregoing mission. The State may, in accordance with that determination, pursue any remedies as it deems advisable in completing that mission, with sole reference to the best interests of the State, including, but not limited to:

- i. buy out all or part of the completed SABIS or system components;
- ii. Prime Contractor to license or grant to the State such intellectual property and patent rights for the proposed technology solution as are required for a purpose limited to:
 - a) Continued operation and maintenance of the previously completed portion of the SABIS, including Subscriber Unit operation, by the State or by a qualified third party selected by the State for the remainder of the original contract term, and/or
 - b) the design, build, continued operation and maintenance of the uncompleted SABIS deliverables due under the Contract;
- iii. procuring from any third party, upon such terms and in such manner as the State deems appropriate, either:
 - (1) an alternate system(s) to complete the unfinished portion of the SABIS deliverables at time of default, and/or
 - (2) an alternate network to completely replace the deliverables (whether completed or partially completed at time of default) furnished by Prime Contractor prior to default; and/or
 - (3) pursuing any other action(s) provided at law or in equity as the State deems necessary to enable the State to complete the above mission.

The Prime Contractor shall be liable for any and all excess costs for remedies pursued by the State, and for administrative costs incurred by the State in procuring alternate services.

5. Transition

In the event that the SABIS is operational at the point that a termination for cause is issued, the Prime Contractor shall provide and comply with the requirements for transition set forth in Section 5.22, below.

6. Cumulative Remedies

The rights and remedies provided in this paragraph are cumulative to and in addition to any other rights and remedies provided by law, at equity, or under the Contract.

C. Termination Notice

Notices required by this section shall be delivered to the other party in writing, by certified mail, return receipt requested. The date of notice shall be deemed the date of delivery set forth on the return receipt. (“date of return receipt notice”) Such notice shall be addressed as follows:

State of New York:
Deputy Commissioner/CIO
State of New York
Division of Criminal Justice Services
4 Tower Place
Albany, NY 12203-3764

Prime Contractor:

D. Termination Date

Contract termination dates shall be determined as follows:

In the event a notice of termination is issued for convenience, the Contract termination date shall be deemed ninety (90) calendar days from the date of delivery set forth on the return receipt notice.

Subject to the State’s right to shorten the forty-five day period pursuant to paragraph (B), above, in the event a notice of termination is issued for cause, the Contract termination date shall be forty-five (45) days from the date of the return receipt notice, or such other extended period of time as has been mutually agreed in writing by the parties.

E. Mitigation of Costs

The Prime Contractor shall not undertake any additional or new Contractual obligations on or after the date of return receipt notice of a termination notice without the prior written approval of the State. On or after the date of return receipt notice of a termination notice and during the termination notice period, the Prime Contractor shall take all commercially reasonable and prudent actions to close out unnecessary outstanding, existing obligations as economically as possible for the State.

F. Asset Accounting & Transfer

Within thirty (30) days of receipt of a termination notice, the Prime Contractor shall be required to update and finalize a complete inventory of SABIS infrastructure, supplies, equipment and other tangible or intangible assets. (“assets”) To the extent that such assets are subject to a financing or other lease agreement as of the date of notice, and that the State has exercised the purchase option as to such asset(s) or has elected to complete the SABIS mission in accordance with Section 5.16 (C), above, the State may require Prime Contractor to execute all necessary and appropriate legal documents evidencing a transfer of ownership or assignment of Prime Contractor’s interest in such assets to the State or other third party designated by the State as the State or Prime Contractor’s successor in interest.

5.22 Post Termination Transition

Because of the public safety interests of the State, the State may require the Prime Contractor to provide uninterrupted services after Contract termination as the State deems reasonable and necessary for the continued safe operation of the SABIS and/or as necessary for the State to comply with all legal requirements for establishing a new Contract to continue safe operation of the SABIS (“transition period”). Transition services shall be governed as follows:

A. Post Termination Transition Period

The post termination transition period shall be determined by the State, and set forth in writing, return receipt notice, to the Prime Contractor. The State shall consult with the Prime Contractor prior to making such determination. The State reserves the right to subsequently amend the post termination transition period upon thirty (30) days advance written notice to the Prime Contractor.

B. No Interruption in Service

At all times during the post termination transition period and unless waived by the State, the Prime Contractor shall continue all Contractual obligations set forth in the Contract until such time as the State (i) has approved the Prime Contractor’s proposed post termination transition plan, and (ii) an orderly post termination transition to the State or a new Prime Contractor has been completed pursuant to the approved post termination transition plan. The Prime Contractor shall be required to meet its Contractual obligations pursuant to this paragraph notwithstanding the issuance of a termination for cause by either party.

C. Post Termination Transition Plan

Within fifteen (15) days of receipt of a notice of termination as set forth elsewhere in the Contract or twelve (12) months prior to the end of the term of the Agreement, whichever event occurs first, the Prime Contractor shall provide for approval by SABIS a detailed written plan for Post Termination Transition (Post Termination Transition Plan) which outlines, at a minimum, the tasks, milestones and deliverables associated with the smooth

transition of the SABIS to a successor Prime Contractor. Furthermore, the Post Termination Transition Plan must be amended by Prime Contractor to include all other information deemed essential by the State, including development of specifications necessary for preparation of a competitive solicitation for the successor Contract.

D. Prime Contractor Post Termination Transition Services

“Post termination transition services” shall be deemed to include Prime Contractor’s responsibility for all tasks and services outlined in the Contract, and for transferring in a planned manner specified in the Post Termination Transition Plan all tasks and services to the State or successor Prime Contractor. It is expressly agreed between the parties that the level of service during the post termination transition period shall be maintained in accordance with and shall be subject to all the terms and conditions of the Contract, provided, however, that where, during the post termination transition period, tasks or services are transitioned to or assumed by the State or the successor Prime Contractor, Prime Contractor shall not be held responsible for the acts or omissions of the State or successor Prime Contractor or for service degradation resulting from the acts or omissions of the State or successor Prime Contractor.

The Prime Contractor shall transfer to the successor Prime Contractor all title, leasing rights, or license rights of all hardware and equipment in use in the SABIS operation. The successor Prime Contractor shall utilize such hardware and equipment in accord with the rights and duties attendant thereto. The Prime Contractor shall turn over to the successor Prime Contractor all network software, data files, application programs, and documentation.

E. Compensation for Post Termination Transition Services

Prime Contractor shall be reimbursed for services performed during the post termination transition period at the rates previously set forth in the Contract; provided, however, that in the event the State has terminated for cause, the Prime Contractor shall be entitled to reimbursement during the post termination transition period at the rates set forth in the Contract less Prime Contractor’s profit margin.

F. State Responsibilities for Post Termination Transition

The State shall assume responsibility for post termination transition project management. A project manager responsible for coordinating post termination transition activities, maintaining the transition task schedule, and approving transition deliverables shall be appointed. Periodic project review meetings shall be held with representatives of the State, the Prime Contractor, and the successor Prime Contractor.

G. Training Successor Organization & Personnel

Post Termination Transition Services furnished by the Prime Contractor must include the development of a training plan. The Prime Contractor is required to provide post termination transition training for the successor organization’s management in the operation and maintenance of the SABIS. The training effort shall focus on providing the

successor Prime Contractor's management personnel with information about all operational aspects of the SABIS. During transition, the Prime Contractor shall prepare a detailed training program. This program shall establish a post termination transition training group which shall provide the required training for successor Contractor personnel.

Training shall be accomplished through a mixture of formal and on-the-job training. The successor Prime Contractor's management personnel shall participate in all SABIS related functions during the post termination transition period. The successor Prime Contractor's management shall be asked to participate in normal operations and to fulfill required tasks. The Prime Contractor agent shall also provide documented instructional materials to facilitate the learning process. The latest version of all documentation shall be used during the formal training sessions.

5.23 Downsize or Rescale of Project

The State reserves the right to terminate or modify this Contract in the event of the loss of funding streams or appropriations. The State reserves the option to scale back the capacity functionality of the SABIS or the requirements in order to serve the best interests of the State. If the State exercises the option to scale back the project and such option adversely affects the SABIS performance and/or requires modification of the SABIS design to insure operability of the remaining, scaled-back network, any proposed modifications to insure the performance or interoperability of the modified network will be subject to the Change Order provisions set forth in Section 5.24, below. If the State exercises the option to scale-back the project and such option does not adversely affect network performance and/or require modification of the SABIS design to insure interoperability of the remaining, scaled-back SABIS, the State shall be entitled to a corresponding adjustment in fees due the Prime Contractor with no further compensation due Prime Contractor for the deleted scope.

5.24 Process for Change Orders

At any time during the term of this Contract, the State may make changes, subtractions or additions in any of the Equipment, Software, Documentation, Services and/or other Deliverables within the general scope of work set forth in the Contract, consistent with pricing established under the terms of this agreement. Such changes will be subject to the unit costs itemized in the Contract or such other costs as may be mutually agreed between the parties. All such changes shall be reduced to a written Change Order, Appendix M executed by both parties, and shall otherwise be in accordance with the terms and conditions of this Contract. The Change Order shall be accepted and agreed to by both the State and the Prime Contractor as evidenced by the written signatures of the appropriate representatives of both parties. If any such change causes an increase or decrease in pricing or the time required for the performance of the Contract, an equitable adjustment of the Contract amount and/or time of performance will be made on mutual agreement of the parties, subject to the approval of the New York State Comptroller and any applicable control agency, if required.

5.25 Force Majeure

In the event of a service disruption caused by a Force Majeure which is outside of the control of either party, e.g., natural disaster, act of God, war, terrorism, civil disturbance, court order or labor dispute, (“force majeure”) or any other acts beyond the reasonable control of either party, the party that has been so affected shall immediately give notice to the other party, and shall exercise every commercially reasonable effort to resume performance, and an extension of the time for performance shall be granted for a period to be agreed to in writing by the State and Prime Contractor.

In the event of a service disruption caused by a State Disaster Emergency, as defined in section 20(2)(b) of the Executive Law or other emergency situation or occurrence that the Commissioner of the Division of Criminal Justice Services, in his or her sole discretion, has determined poses a risk to health and public safety or the conservation of public resources, the Prime Contractor shall be notified that DCJS is invoking this provision and that notwithstanding any other provision in the Contract, during a State disaster emergency or other emergency situation, unless the Prime Contractor’s performance would be excused pursuant to the *Force Majeure* provisions of the Contract, the Prime Contractor shall provide the necessary Services to the State on a time-is-of-the-essence basis, working on a twenty-four (24) hour a day, seven (7) day a week basis, to restore and/or recover State operations and Services that are critical to the public safety, health, and welfare of the State, to be determined at the sole discretion of the State. Except as provided in this section, all other provisions of the RFP and Contract remain in full force and effect during a state disaster emergency or other emergency situation.

5.26 Security, Information Security, Breach and Notification Act

The Prime Contractor shall maintain the security, nondisclosure and confidentiality of all information in accordance with the following clauses in performance of its activities under the Contract. Prime Contractor shall ensure that its personnel, agents, officers and any subcontractors are fully aware of the obligations arising under this section and shall take all commercially reasonable steps to ensure compliance. Disclosure of automated SABIS system(s) information developed by the State, any Authorized SABIS User, the Offerer or their employees, subcontractors, partners or its agents is strictly prohibited. The Contract may be terminated by the State for cause for a material breach of this section.

A. Security Procedures & Employee Dishonesty

Prime Contractor warrants, covenants and represents that it will comply fully with all security procedures of the State in performance of the Contract. Prime Contractor shall hold the State harmless from any loss or damage to the State resulting from the violation by the Prime Contractor, its officers, agents, employees, and subcontractors of such security procedures or resulting from any criminal acts committed by such officers, agents, employees, and subcontractors while providing services under the Contract.

B. Information Security Breach and Notification Act

Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including an individual's unencrypted personal information plus one or more of the following: social security number, driver's license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual's financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Disclosure of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after necessary measures have been taken subject to approval of DCJS to determine the scope of the breach and to restore integrity, but with delay if law enforcement determines it impedes a criminal investigation. When notification is necessary, the State entity or person or business conducting business in New York must also notify the following New York State agencies: the Attorney General, the Office of Cyber Security & Critical Infrastructure Coordination (CSCIC) and the Consumer Protection Board (CPB). Information relative to the law and the notification process is available at: <http://www.cscic.state.ny.us/security/securitybreach/>

5.27 Nondisclosure & Confidentiality

Except as may be required by applicable law or a court of competent jurisdiction, the Prime Contractor, its officers, agents, employees, and subcontractors shall maintain strict confidence with respect to any Confidential Information to which the Prime Contractor, its officers, agents, employees, and subcontractors have access. This representation shall survive termination of the Contract. For purposes of the Contract, all State information of which Prime Contractor, its officers, agents, employees, and subcontractors becomes aware during the course of performing services for the State shall be deemed to be Confidential Information (oral, visual or written). Notwithstanding the foregoing, information that falls into any of the following categories shall not be considered Confidential Information:

- a. Information that is previously rightfully known to the receiving party without restriction on disclosure;
- b. Information that becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or is in the public domain; and
- c. Information that is independently developed by Prime Contractor without use of Confidential Information of the State.

Prime Contractor shall hold the State harmless from any loss or damage to the State resulting from the disclosure by the Prime Contractor, its officers, agents, employees, and subcontractors of such confidential information.

Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. If Prime Contractor is intending to seek an exemption from disclosure of these materials under the Freedom of Information Law, the Prime Contractor must request the exemption in writing, setting forth the reasons for the claimed exemption, at the time of submission. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

5.28 Press Releases

Prime Contractor agrees that no brochure, news/media/press release, public announcement, memorandum or other information of any kind regarding the Contract shall be disseminated in any way to the public, nor shall any presentation be given regarding the Contract without the prior written approval by the undersigned or the undersigned's designee from DCJS, which written approval shall not be unreasonably withheld or delayed provided, however, that Prime Contractor shall be authorized to provide copies of the Contract and answer any questions relating thereto to any State or Federal regulators or, in connection with its financial activities, to financial institutions for any private or public offering.

5.29 Confidentiality of Criminal History Information

- a. New York State law protects the privacy of criminal history records and other confidential information. The Prime Contractor shall take all steps required by the State to protect confidential information. This may include, but not be limited to, execution of a non-disclosure agreement with each staff assigned to the project, fingerprint checks and New York State Police background checks of Prime Contractor, subcontractor, vendor, consultant, employee and service provider personnel with access to such information and a requirement that the Prime Contractor replace personnel at the discretion of the State.
- b. The Prime Contractor shall be responsible for assuring that it notifies its officers, agents and employees involved with the contract of the provisions of this subsection. The Prime Contractor shall be responsible for assuring that any subcontracting agreement contains a provision that conforms to the provisions of this subsection.
- c. All oral or written public representations pertaining to the award of this contract and also verbal or written public representations involving the State made by the Prime Contractor during the life of the Agreement shall not be made without the prior written approval of an authorized representative of the State.
- d. The Prime Contractor shall comply with administrative procedures and regulations concerning DCJS operations, procedures, and policies.
- e. The Prime Contractor shall not send or permit to be sent to any location outside of the United States of America, any data about individuals in the SABIS system even if that data cannot be uniquely linked to a single person (e.g., DOB).

5.30 NYS Cyber Security Policy P03-002

- a. All information concerning DCJS' operations, procedures and policies shall be kept confidential by the Prime Contractor and the Prime Contractor shall comply with administrative procedures and regulations concerning these rules. The Prime Contractor shall take all steps required by DCJS to protect confidential information. This will include fingerprint and background checks of Prime Contractor personnel with access to such information and a requirement that the Prime Contractor replace personnel at the discretion of DCJS.
- b. Prime Contractor must abide by the conditions set forth in the DCJS Non-Disclosure Agreement, Attachment 4.
- c. As a result of the security issues associated with the services to be performed by the Prime Contractor, the Prime Contractor and any associates and/or subcontractors will be required to insure that all work is performed within the continental United States.

5.31 Indemnification of DCJS and Authorized Users for Breach of Security

The NYS Information Security Breach and Notification Act amends the State Technology Law (Section 208) and the General Business Law (Section 899-aa). More information is available at

<http://www.cscic.state.ny.us/security/securitybreach/index.cfm>.

State entities and persons or businesses conducting business in NY who own or license computerized data which includes private information must disclose any breach of the data to NY residents State entities must also notify non-residents.

When notification is necessary then the State entity or person or business conducting business in NY must also notify three New York State Offices including the New York State Attorney General (OAG), the New York State Office of Cyber Security & Critical Infrastructure Coordination (CSCIC) and the Consumer Protection Board (CPB).

The New York State General Business Law § 899-aa provides in part that:

6. (a) whenever the attorney general shall believe from evidence satisfactory to him that there is a violation of this article he may bring an action in the name and on behalf of the people of the state of New York, in a court of justice having jurisdiction to issue an injunction, to enjoin and restrain the continuation of such violation. In such action, preliminary relief may be granted under article sixty-three of the civil practice law and rules. In such action the court may award damages for actual costs or losses incurred by a person entitled to notice pursuant to this article, if notification was not provided to such person pursuant to this article, including consequential financial losses. Whenever the

court shall determine in such action that a person or business violated this article knowingly or recklessly, the court may impose a civil penalty of the greater of five thousand dollars or up to ten dollars per instance of failed notification, provided that the latter amount shall not exceed one hundred fifty thousand dollars.

The remedies in Section 6(a) are in addition to any other lawful remedy and in addition to any other remedy available under the terms of the Contract executed between DCJS and the Prime Contractor.

Offerers must agree to indemnify DCJS without limitation against any claims brought against DCJS by reason of a wrongful disclosure of confidential information attributed to the Offerer or any Offerer employee and will cooperate fully with DCJS and the Attorney General in defense of the claim.

The Contract executed between DCJS and the Prime Contractor may be terminated by the State for cause for a material breach of this section, and the provisions of The New York State General Business Law § 899-aa shall survive the termination of this Agreement.

5.32 User Data is the Property of DCJS

In the course of performance of its obligations pursuant to this RFP and any resulting Contract the Prime Contractor, its subcontractors, vendors, consultants, employees and service providers will have access to or come into possession of data and information which is the property of DCJS and data and information which is processed by or stored within DCJS for the benefit of other entities. Such data includes but is not limited to fingerprint cards, criminal history information, employee and license application information, biometric identifiers, social security numbers, personally identifying information, photographs, palm prints and other data and information stored in electronic, optical or physical form including data and information concerning individuals and data and information concerning operations, processes, procedures and policies of DCJS and other governmental entities.

All information concerning DCJS operations, procedures and policies shall be kept confidential by the Prime Contractor, its subcontractors, vendors, consultants, employees and service providers and Prime Contractor, its subcontractors, vendors, consultants, employees and service providers shall comply with DCJS and State of New York administrative procedures and regulations concerning this requirement. Prime Contractor, its subcontractors, vendors, consultants, employees and service providers shall take all steps required by DCJS and the State of New York to protect confidential information. This may include, but is not limited to, execution of non-disclosure agreements by Prime Contractor employees, and the employees of subcontractors, vendors, consultants, employees and service providers of the Prime Contractor. If applicable to the environment, fingerprint checks and New York State Police background checks of Prime Contractor, subcontractor, vendor, consultant, employee and service provider personnel with access to such information, and a requirement that the Prime Contractor, subcontractor, vendor, consultant, employee and service provider personnel must be approved by DCJS. The Prime Contractor shall be responsible for assuring DCJS that it notifies its officers, agents and employees involved with the contract of the provisions of

this Section, and the Prime Contractor shall require compliance with the provisions of this section by all of its subcontractors, vendors, consultants, employees and service providers performing or providing services to the Prime Contractor in connection with this RFP and the resulting Contract.

The use of information obtained by the Prime Contractor, its subcontractors, vendors, consultants, employees and service providers in the performance of its duties under this Agreement shall be limited to purposes directly connected with such duties. The Prime Contractor, its subcontractors, vendors, consultants, employees and service providers do not acquire any ownership, right to use, title or any interest in any data or information which remains the property of DCJS or the property of the entites for which DCJS is processing or storing the data or information.

The Prime Contractor, its subcontractors, vendors, consultants, employees and service providers shall never remove any work papers or product from the DCJS premises except with the written consent of DCJS. The Prime Contractor, its subcontractors, vendors, consultants, employees or any other service provider shall never disclose, sell, publish, archive, make available in any form or summary any information of any kind obtained in connection with performance under this RFP and any resulting Master Agreement.

The provisions of this section shall survive the termination of this Agreement.

5.33 Accounting/Audit

A. Maintenance of Supporting Documentation

The Prime Contractor shall maintain all documentation supporting costs charged to the project, which shall be maintained for a minimum of seven (7) years beyond Contract termination.

B. Access to & Audit of Agreement Records

At all times during the Contract term and for a period of seven (7) years thereafter, the Prime Contractor shall provide the NYS Comptroller, the Attorney General, and any other person or entity authorized to conduct an examination, as well as any other agencies or entities involved in this contract, with full access to the supporting documentation that pertains to services performed and determination of amounts payable under the Contract. Access shall be granted within five (5) business days. The Prime Contractor will also make the appropriate individuals with knowledge of the supporting documentation of financial records related to the Contract (including the Prime Contractor's independent public auditors) available to State representatives to answer questions and provide additional documentation where necessary. State representatives shall be permitted to examine, audit and copy such records at the site at which they are located. The Prime Contractor shall be responsible for assuring that the provisions of this Section shall apply to any subcontract related to performance under the Contract.

5.34 Minority & Women Owned Business Enterprises

The Offerer agrees to make good faith efforts to promote and assist the participation of certified minority-business enterprises (MBE) and women-owned business enterprises (WBE) as subcontractors and suppliers on this project for the provision of services and materials. See description of the requirements of Article 15-A.

Executive Law Article 15-A:

DCJS is required to implement the provisions of Executive Law Article 15-A for all of its contracts (1) in excess of \$25,000 for labor, services, supplies, equipment, materials, or any combination of the foregoing and (2) for contracts in excess of \$100,000 for real property renovation and construction. For purposes of this contract, DCJS hereby establishes a goal of fifteen (15)% for minority business enterprises (MBE) participation and fifteen (15)% for women-owned business enterprises (WBE) participation. MBE and WBE goals are for goods and services in support of the actual services to be provided.

5.35 Payment of Outstanding Tax Liabilities

All outstanding tax liabilities if any, against the Offerer in favor of the State of New York must be satisfied prior to Contract execution or a payment schedule acceptable to the State of New York arranged for their speedy satisfaction.

5.36 Integration, Merger & Order of Precedence

The Agreement, including all appendices, attachments and exhibits, copies of which are attached and incorporated by reference, constitutes the entire Contract between the Parties. All prior agreements, representations, statements, negotiations and undertakings are superseded. All statements made by the State shall be deemed to be representations and not warranties. The Agreement is subject to amendment(s) only upon mutual consent of the Parties, reduced to writing and approved by the Office of the State Comptroller of the State of New York.

This bid and any Contract shall incorporate the following appendices as if set forth herein at length. Only documents expressly enumerated below shall be deemed a part of this bid or Contract, and references contained in those documents to additional Prime Contractor documents not enumerated below shall be of no force and effect. Conflicts between this solicitation, the Offerer's proposal and Contract documents (if applicable) shall be resolved in the following order of precedence:

1. Appendix A (Standard Clauses for NYS Contracts)
2. Contract/Clarification Documents (Writing(s) setting forth the final agreements, clarifications, terms, statement of work and/or modifications between the Bid Documents and the Bid Proposal)
3. Bid Solicitation (RFP, other than Appendix A)

4. Clarifications to the RFP
5. Offerer's Proposal

The terms, provisions, representations and warranties contained in the Contract will survive performance hereunder.

5.37 Dispute Resolution and Escalation

In addition to any escalation procedure or problem resolution procedure established in connection with the delivery of specific Deliverables or Services under this Agreement, DCJS and the Prime Contractor shall have recourse to the dispute resolution procedure described herein. DCJS staff and Prime Contractor staff shall, in good faith and in a timely manner, attempt to resolve all disputes arising under this Agreement. DCJS and the Prime Contractor agree to the use of the following procedures should a dispute arise concerning their rights and responsibilities under this Agreement:

- A. The DCJS Project Manager and Prime Contractor's Project Manager will be given the first opportunity to solve the dispute.
- B. If the Project Managers cannot resolve the dispute within five (5) business days from the date on which the dispute arose, they will refer the dispute, in writing, to the DCJS Director of Technical Services and the Prime Contractor's Client Relationship Executive. The memo will contain a description of the disputed issue and the date of event causing the dispute.
- C. If the preceding steps do not lead to an agreement within five (5) business days from the date on which the dispute arose, the DCJS Deputy Commissioner/CIO or his or her designee and the Prime Contractor's Client Director will meet for the final resolution of the matter. For purposes of this Agreement, "Prime Contractor's Client Director" shall mean a member of the Prime Contractor's corporate management with supervisory authority over the Client Relationship Executive.
- D. Prime Contractor shall, in conjunction with the reporting requirements set forth herein, provide DCJS with a written report quarterly of those disputes requiring action under paragraph C, above. Such report shall include an explanation of how each such dispute was resolved.
- E. The foregoing dispute resolution procedure, or any determination or equitable allocation of costs included therein, shall not be deemed to limit either Party's rights or remedies under this Agreement.

5.38 Additional Responsibilities of the Prime Contractor

- a. If the Prime Contractor's proposal includes goods or services provided by another firm, the Prime Contractor shall assume full responsibility for the delivery, installation, maintenance and support services of such items offered in the proposal. The State will contract only with the Prime Contractor. The State shall consider the Prime Contractor to be the sole contact with regard to all provisions of the Contract.
- b. The Prime Contractor is responsible for meeting all obligations set forth in this RFP and any resulting Contract, including all exhibits, appendices and addenda, and any subsequent amendments mutually agreed to in writing between the parties. The Prime Contractor acknowledges that the Contract is being entered into by the State in reliance on Prime Contractor's representations concerning the particular qualifications, expertise, experience, financial standing and resources, management expertise and technical expertise of the Prime Contractor and its staff assigned to provide Services under the Contract.
- c. Throughout the Contract term, in addition to the requirements of the State Finance Law § 138 (requiring the State's approval of subcontractors), in the event that there is a substantial or material change, as defined below, in the ownership or financial viability of the Prime Contractor, its corporate affiliates, subsidiaries, or divisions, the Prime Contractor is required to provide notice and details of any such change to the State in writing immediately when such is first known by Prime Contractor, its corporate affiliates, subsidiaries or divisions, or subcontractors. "Substantial" or "material" change shall be defined to include, but not be limited to; sale, acquisitions, mergers, or takeovers involving the Prime Contractor, its corporate affiliates, subsidiaries or divisions, or partners that result in a change in the controlling ownership or assets of such entity after the submission of the Proposal; or entry of an order for relief under Title 11 of the United States Code; the making of a general assignment for the benefit of creditors; the appointment of a general receiver or trustee in bankruptcy of Prime Contractor's, its corporate affiliates, subsidiaries or divisions, or partners' business or property; or action by Prime Contractor, its corporate affiliates, subsidiaries or divisions, or partners under any state insolvency or similar law for the purposes of its bankruptcy, reorganization or liquidation; or court-ordered liquidation against Prime Contractor, its corporate affiliates, subsidiaries or divisions, or partners. Upon the State's receipt of such notice, the State shall have thirty (30) business days from the date of notice to review the information. The Prime Contractor may not transfer the Contract among corporate affiliates, subsidiaries or divisions, or partners without the written consent of the State. In addition to any other remedies available at law or equity, the State shall have the right to prospectively cancel the Contract, in whole or in part, for cause if it finds that such change materially and adversely affects the delivery of Services solely determined with reference to the best interests of the State.
- d. The Prime Contractor shall acquire the prior written approval of the State before it assigns its right to receive payment under the Contract.

- e. The Prime Contractor shall notify the State in writing of any changes in the person or persons authorized to sign amendments to the Contract on behalf of the Prime Contractor.
- f. The Prime Contractor shall assume sole and complete responsibility for the cost and timely completion of all activities required under this RFP and any resulting Contract.
- g. The Prime Contractor shall fully cooperate with any other contractors, such as hardware providers, that may be engaged by the State or User to work on the project.
- h. The Prime Contractor shall disclose the names and addresses of those subcontractors whose products or services materially contribute to the product or service procured from the Prime Contractor (see Attachments 32 and 33). The Prime Contractor must guarantee the work of subcontractors as if it were its own.
- i. Provide a full-time Project Manager dedicated to the SABIS project. The Project Manager must be fluent in the English language (e.g., listens, speaks, reads, writes, understands, and comprehends English fluently). This manager will be responsible for directing the work of the Prime Contractor resources, coordinating and communicating with the DCJS Project Manager and ensuring the project deliverables are met according to the Project Plan.
- j. Provide an Account Manager dedicated to the DCJS account. The Account Manager must be fluent in the English language (e.g., listens, speaks, reads, writes, understands, and comprehends English fluently). This manager, separate from the Project Manager, will be responsible for directly interfacing with the Stakeholders of the SABIS project.
- k. Maintain the continuity of the Prime Contractor team staffing throughout the course of the implementation phase of the project. DCJS reserves the right to approve/disapprove changes in Prime Contractor resources. Replacement resources must have comparable or better skills.
- l. All documentation offered to the Prime Contractor firms to assist in their efforts will be turned over to the New York State Division of Criminal Justice Services when their work has been completed. Any documentation created as part of any assignment is the property of DCJS and will be turned over to DCJS in paper and/or electronic format at the discretion of DCJS.

5.39 New York State Division of Criminal Justice Services Responsibilities

- a. The New York State Division of Criminal Justice Services (DCJS) will assign a resource to act as the liaison for the agency and as a primary contact for the Prime Contractor. The DCJS contact will answer all technical and analytical questions for the Prime Contractor.

5.40 Extension of Existing Product Line – New Products

- a. Until the date of acceptance testing, if technological improvements have been made to the products available for purchase under this Contract, the Prime Contractor may propose new products that are an extension of an existing product line or the “next generation” of an existing product line that meet or exceed the specification(s) of existing products under this Contract, if the price for the new product does not exceed:
 - i. The ceiling price for the product originally offered in the Prime Contractor’s proposal;
 - ii. The current published list price of the replacement product, less any applicable Government discount; or
 - iii. The price at which the replacement product is generally available for purchase, whichever is lowest.
- b. The proposed new product may be subject to benchmark evaluation and all costs associated with the benchmark evaluation (e.g., transportation, benchmark fee, etc.) shall be at the Prime Contractor’s expense.
- c. Whether or not to accept or reject a proposed new product is entirely within the discretion of DCJS. If DCJS does not accept a proposed new product, the Prime Contractor shall continue to be obligated to deliver the original product.
- d. If accepted, the addition of the new product will be documented for the administrative purposes of DCJS by a contract amendment, by adding the new product to this Contract.

5.41 Partial Invalidity

In the event that any provision of a resulting Contract is declared or found to be illegal, unenforceable, ineffective or void, then each party shall be relieved of any obligation arising from such provision. The balance of the Contract shall remain in full force and effect, if capable of performance.

5.42 Not Employees of the State

The State and the Prime Contractor agree that the Prime Contractor is an independent contractor, and the Prime Contractor, its agents, officers and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of the State.

5.43 Waiver

No term or provision of the Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by a Party to, or waiver of, a breach under the Agreement shall constitute consent to, a waiver of, or excuse for any other, different or subsequent breach. The rights, duties and remedies set forth in the Agreement shall be in addition to, and not in limitation of, rights and obligations otherwise available at law or equity.

5.44 Taxes

Except as otherwise provided by applicable Federal and State law and regulations, the State shall not be liable for the payment of any taxes under the Contract, however they are designated, levied, or imposed. Purchases made by the State are exempt from New York State local sales and use taxes and, with certain exceptions, from Federal excise taxes. To satisfy the requirements of the New York State Sales and Use Tax Law, invoices issued by the Prime Contractor pursuant to the Contract shall reference the Contract in order to be considered sufficient evidence that the sale by Prime Contractor was made to the State. The State is an exempt organization under Section 1116(a)(1) of the Tax Law. However, no person, firm, or corporation is exempt from paying the State Truck Mileage and Unemployment Insurance taxes and other Federal, State and local taxes to which Prime Contractor is subject. The New York State Registration Number for the purpose of tax free transactions under the Internal Revenue Code shall be provided to the Prime Contractor by DCJS. Nothing in this section shall be construed to limit the obligation of the State to reimburse Prime Contractor for approved expenses, including valid State and local taxes, under the Contract. Sales tax registration and certification requirements must be met and documentation must be provided to DCJS by the Prime Contractor.

5.45 Extraneous Terms

New York State Law prohibits the State from awarding a contract based upon material deviations from the specifications, terms, and conditions set forth in this RFP. Therefore, extraneous terms and conditions are proposed solely at the Bidder's risk as they may be deemed material deviations by the State and may render the Proposal non-responsive, resulting in its rejection. Proposed additional, supplemental, "or equal," or alternative terms (Extraneous Term(s)) may only be considered by the State to the extent that such Extraneous Term(s) constitute non-material deviations from the requirements set forth in the RFP. If the Bidder proposes to include Extraneous Terms in its official Proposal, the Bidder shall meet all of the following requirements:

- A. Each proposed Extraneous Term shall be specifically enumerated in a separate section of the applicable submission (Administrative, Technical, or Financial) labeled "Additional/Extraneous Terms"; and
- B. The "Extraneous Terms" section shall be prepared by the Bidder and may not include any pre-printed literature or vendor forms;

- C. The writing shall identify by part, section, and title the particular RFP requirement (if any) affected by the Extraneous Term; and
- D. The Bidder shall specify the proposed Extraneous Term and the reasons therefore.

Only those terms meeting the above requirements (A) through (D) shall be considered as having been submitted as part of the formal offer. Extraneous Term(s) submitted on standard, pre-printed forms (including, but not limited to: product literature, order forms, manufacturer's license agreements, standard contracts, or other preprinted documents) that are physically attached or summarily referenced in the Proposal, or that, in the State's sole judgment, have not been submitted in compliance with the above requirements (A) through (D), will not be considered as having been submitted with or intended to be incorporated as part of the official offer contained in the Proposal, but rather will be deemed by the State to have been included by Bidder for informational or promotional purposes only.

Absent the State's express written acceptance and incorporation of an Extraneous Term, acceptance and/or processing of the Proposal shall not constitute the State's acceptance of Extraneous Term(s) or be deemed a waiver of the State's rights set forth in this section.

5.46 Severability

In the event that one or more of the provisions of the Contract shall for any reason be declared unenforceable by a court of competent jurisdiction under the laws or regulations in force, such provision(s) shall have no effect on the validity of the remainder of the Contract, which shall then be construed as if such unenforceable provision was never contained in the Contract.

5.47 Assignment of Claim

Prime Contractor hereby assigns to the State any and all of its claims for overcharges associated with the Contract that may arise under the antitrust laws of the United States, 15 U.S.C. Section 1, *et seq.* and the antitrust laws of the State of New York, G.B.L. Section 340, *et seq.*

5.48 Notification

Any notice required by or pertaining to the Contract shall be delivered to the other Party in writing, by certified mail, return receipt requested, addressed to (unless otherwise specified in the Contract) the recipient Party's signatory to the Contract or his/her designee. The date of notice shall be deemed the date of delivery set forth on the return receipt (the "date of return receipt notice"). Such notice shall be addressed as follows:

State of New York:
Deputy Commissioner/CIO
State of New York
Division of Criminal Justice Services
4 Tower Place
Albany, NY 12203-3764

With a copy to

Deputy Commissioner and Counsel
Office of Legal Services – Third Floor
State of New York
Division of Criminal Justice Services
4 Tower Place
Albany, NY 12203-3764

Prime Contractor:

5.49 Notice to State

The Prime Contractor shall immediately notify the State upon learning of any situation that can reasonably be expected to adversely affect the delivery of Services under the Contract. If such notification is verbal, the Prime Contractor shall submit to the State a written description of the situation and a recommendation for its resolution within seven (7) business days of learning of the situation.

5.50 Work Outside the Scope of the Contract

The Prime Contractor shall refrain from performing work outside the scope of the Contract unless such work is authorized by a properly executed written amendment to the Contract approved by the Comptroller.

5.51 Suspension of Work

DCJS reserves the right to suspend any or all activities under the Contract, at any time, in the best interests of the State or of DCJS. In the event of such suspension, the Prime Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on State spending, declaration of emergency, or other such circumstances. Upon issuance of such notice, the Prime Contractor shall comply with the suspension order. Activity may resume at such time as DCJS issues a formal written notice authorizing a resumption of work.

5.52 General Provision as to Remedies

The parties may exercise their respective rights and remedies at any time, in any order, to any extent, and as often as deemed advisable, without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another. A single or partial exercise of a remedy shall not preclude a further exercise of the right or remedy or the exercise of another right or remedy from time to time. No delay or omission in exercising a right or remedy, or delay, inaction, or waiver of any event of default, shall exhaust or impair the right or remedy or constitute a waiver of, or acquiescence to, an event otherwise constituting a breach or default under this Contract.

In addition to any other remedies available to DCJS under the Contract, DCJS has additional remedies that may include, but are not limited to, the following:

- A. The right for DCJS to withhold payment of some or all of the amounts due and owed under the Contract until Prime Contractor's performance is brought within the specified parameters.
- B. The application of credits against amounts due and owed by DCJS under the Contract.
- C. Initiation of a draft on the Standby Letter of Credit by DCJS for any amount declared by DCJS to be due and owing pursuant to the terms of the Contract or the failure to perform thereunder.

5.53 Liquidated Damages

The existing SAFIS system in operation at DCJS has reached the end of its useful life. The existing system serves the Fingerprint processing, database and search requirements of law enforcement agencies throughout New York State, and additionally serves the Federal Bureau of Investigation and other national and international law enforcement agencies and governmental users with whom New York State partners.

In addition to the criminal applications, the existing SAFIS system also serves the State's civil fingerprint requirements, for example the screening of teacher and other applicants.

Because the existing SAFIS system serves law enforcement and is a public safety system its failure or degradation will result in damages that are impossible to calculate. Damages include but are not limited to loss of life of law enforcement and civilian personnel, failure to identify sex offenders, inmates and other persons of interest to law enforcement, and violation of civil rights of individuals.

Because the current system has reached the end of its useful life, DCJS is making provision for its replacement through this procurement and must ensure that the replacement SABIS is timely completed, performs as specified, that the database conversion is executed with the required degree of accuracy and that the transition between the legacy SAFIS system and the SABIS replacement occurs on time and without incident.

Prime Contractor's failure to deliver or install individual project deliverables within time frames agreed to by the parties or providing timely but unacceptable deliveries will cause incalculable damage to DCJS and its law enforcement partners and to the citizens which will be impacted by such failure.

The Prime Contractor must agree that in the event that it fails to deliver and install its SABIS system and complete acceptance testing by thirty months following the date on which the Comptroller approves the contract shall subject Prime Contractor to liquidated damages in the amount of one (1.00%) percent of the contract value of the late deliverable per day for each day that receipt is delayed over the stated time frame, up to the value of the contracted price of the SABIS.

These liquidated damages are not a penalty, but shall be in lieu of certain other remedies and may be deducted from payments due or to become due to the Offerer, and may be assessed against the Prime Contractor's Letter of Credit. However, notwithstanding a determination to assess liquidated damages, DCJS may elect to determine that a Prime Contractor is in substantial breach of the contract and terminate the contract completely, and elect to sue for all damages which DCJS has incurred; in such case the Prime Contractor shall receive a credit for any liquidated damages it shall have paid prior to termination.

In the event that the Prime Contractor has failed to deliver and install its SABIS system and complete acceptance testing by thirty months following the date on which the Comptroller approves the contract, DCJS shall give the Prime Contractor written notice of the intent to assess such damages and thirty (30) days opportunity to cure before the liquidated amount will be assessed against the Prime Contractor.

This provision shall not apply to the extent or for any periods where the DCJS or a force majeure is the cause of such delay.

5.54 Extension of Use – OGS Uplift

Any contract resulting from this bid solicitation shall contain a provision that grants the option to allow additional State or governmental agencies to purchase from the Prime Contractor under the terms and conditions of the contract. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

5.55 Foreign Nationals

The Federal Immigration Reform and Control Act, as amended, (8 USC section 1324a et al) obligates employers, such as the Prime Contractors, to verify that all its employees are legally entitled to work in the United States. In order to verify that an individual is not an unauthorized alien, DCJS reserve the right to request legally mandated Prime Contractor-help documentation attesting to the legal entitlement to work in the United States for each

consultant assigned work under any contract awarded. In accordance with such law, DCJS and its Authorized Users do not discriminate against individuals on the basis of national origin or citizenship.

5.56 Headings Have No Legal Significance

Headings, the Table of Contents and the Glossary included within this document have no legal or factual significance, are provided for the convenience of the reader and may not be otherwise relied on.

5.57 Penalties for Non Performance

Attachment 14 Section D sets forth the State's mandatory base system requirements for High Availability of the Proposed Solution which the Offerer as Prime Contractor is required to meet throughout the term of the Contract and applicable extensions. Failure to meet each of the requirements will result in penalties for non performance in addition to any other available remedy available to the State under the terms of this RFP and resulting Contract. DCJS requirements and the penalty for failure to perform are set forth below. The Offerer is proposing a solution that meets the public safety requirements of the State. Because the SAFIS system is a public safety system which serves law enforcement its failure or degradation will result in damages that are impossible to calculate. Damages include but are not limited to loss of life of law enforcement and civilian personnel, failure to identify sex offenders, inmates and other persons of interest to law enforcement, and violation of civil rights of individuals. Additional pecuniary damages will result from DCJS securing or attempting to secure replacement services for the period in which the Prime Contractor fails to perform, although such alternatives are not capable of providing adequate cover and cannot completely mitigate the risk associated with the Prime Contractor's failure to perform.

Attachment 14 – D.1 System Availability Requirement:

(Also note reporting requirements at 3.1C (37) and 3.1C(38))

DCJS' central site and the NYPD site operate on a 24x7x365 schedule. Therefore, DCJS requires minimal or no downtime and expects monthly system availability of at least 99.5% for SABIS processing with no single downtime of greater than 90 minutes duration. System availability refers to DCJS' ability to fully process, identify, and respond to Tenprint and Latent search requests with the throughput as stated in the requirements Section 3.1.C. Therefore, downtime may not exceed .5% of the time in a month, and downtime refers to any system component (software or hardware) that is not fully operational and negatively affects system availability. Downtime includes scheduled and unscheduled unavailability of the SABIS

Penalty for non compliance with System Availability requirement:

Offerer affirms its understanding and agreement that it is proposing the logistics support plan required by section Attachment 14 - D1 to support the State's continuing public safety requirements for system support and resolution and response times and that if Offerer as Prime Contractor fails to meet the time requirements set forth herein including but not limited to monthly system availability of at least 99.5% for SABIS processing with no single downtime of greater than 90 minutes duration and downtime not exceeding 0.5% of the time in a month that because of the resulting unavailability or out of specification operation of the SABIS system that DCJS will fail to meet its public safety requirements. For every thirty minute period by which system unavailability exceeds the specified 90 minute maximum requirement that the system continues to be unavailable the parties agree that Prime Contractor shall pay on demand to DCJS or DCJS may at its sole option recover by initiating a draft on the Letter of Credit required under the terms of this RFP or by setoff against any amount then due and owing from the State to Prime Contractor the amount of \$5,000 for each thirty minutes or part of a thirty minute period that the system remains down. The amount due will be computed by thirty minute increments or part thereof with no proration until the system has been restored to operation. Amounts due hereunder shall be in addition to any other amount due DCJS.

Attachment 14 – D.2 Support Response Time Requirement:

(Also note reporting requirements at 3.1C (37) and 3.1C(38))

1. Central and regional sites' support. At a minimum, the DCJS central site and NYPD sites, shall have 24x7x365 support at the highest priority support response time. NYS DOCS and Other Latent Regional Sites shall have support for the hours of operation for the particular site.

2. Support response times. At a maximum 1 hour initial response is necessary for any priority issue (a priority issue is any issue that affects identification response times).

Support response times, at a maximum 4 hour initial response to any Latent Regional Site (or at the beginning of next operational time, if there are not 4 hours left in the site's operational day).

Penalty for non compliance with System Availability requirement:

Offerer affirms its understanding and agreement that it is proposing the logistics support plan required by section Attachment 14 - D2 to support the State's continuing public safety requirements for system support and resolution and response times and that if Offerer as Prime Contractor fails to meet the time requirements set forth herein including but not limited to System Problem Management and Support Response time that because of the resulting unavailability or out of specification operation of the SABIS system that DCJS will fail to complete its public safety operations. For each hour beyond the specified maximum herein that Offer as Prime Contractor fails to complete the actions required by this section the parties agree that Prime Contractor shall pay to DCJS or DCJS may at its sole option recover by initiating a draft on the Letter of Credit required under the terms of this RFP or by setoff against any amount then due and owing from the

State to Prime Contractor the amount of \$5,000 for each hour or part of hour beyond the time required herein which passes until the System Problem, Failure to deliver parts and support response time has been resolved. Partial hours shall be prorated to the nearest half hour. Amounts due hereunder shall be in addition to any other amount due DCJS.

Attachment 14 – D.2 Support Satisfaction Requirement:

During the Term, the Prime Contractor shall develop and administer a DCJS-approved quarterly satisfaction survey of critical DCJS end users, support and management personnel.

Penalty for non compliance with System Availability requirement:

If the result of a quarterly survey is a rating of ‘unsatisfactory’ or worse, DCJS shall withhold future maintenance payments until such time that the underlying issues for the ‘unsatisfactory’ rating have been resolved to the satisfaction of DCJS. The amount of payment to be withheld shall be prorated on a per diem basis on a 365 day year. Partial days shall count as whole days.

Appendix C - System Accuracy:

(Also note reporting requirements at 3.1C(38))

In addition to the requirements of Appendix C(II)A and Appendix C(II)D which provide that scheduled accuracy testing shall occur on a weekly basis and all other requirements of this RFP respecting system accuracy, DCJS may at its option at any time when it becomes aware of or in its sole discretion has cause to question whether the system is performing consistent with the accuracy requirements of this RFP. In the event that any scheduled or unscheduled testing indicates that the SABIS system is not in compliance with the accuracy requirements, the party becoming aware of the accuracy issue shall advise the other and the Prime Contractor shall immediately initiate action to 1. Correct the situation, 2. Ascertain and identify transactions which have or may have been impacted by the failure of the system to meet the accuracy requirements, 3. Immediately with consultation with DCJS develop and implement action necessary to correct the problem and to correct or reprocess all transactions which were impacted, and 4. Verify the integrity of all data and transactions which were processed by the system during the period in which DCJS determines in consultation with the Prime Contractor could have been impacted by the circumstances which gave rise to or appear to have caused the failure to comply with the accuracy requirements of this RFP and any resulting contract.

Penalty for non compliance with System Accuracy requirements:

Offerer affirms its understanding and agreement that it is proposing a system and solution including maintenance and procedures to ensure that the accuracy requirements of this RFP and Contract are met and Offerer understands that System Accuracy is a critical component of the State’s continuing public safety requirements for the SABIS system. If Offerer as Prime Contractor fails to meet the accuracy requirements set forth herein whether such failure is discovered by the Prime Contractor or by DCJS from whatever source, that the Prime Contractor has an affirmative requirement to immediately disclose

such failure to DCJS and to initiate corrective action to repair the cause and rehabilitate the accuracy of transactions which were impacted as defined above. For each hour from the time of the first report or disclosure of the problem concerning accuracy until the problem has been verified by DCJS as having been corrected by the Prime Contractor and all impacted records have been rehabilitated or reprocessed, the Prime Contractor shall pay to DCJS or DCJS may at its sole option recover by initiating a draft on the Standby Letter of Credit required to be maintained under the terms of this RFP or by setoff against any amount then due and owing from the State to Prime Contractor the amount of ten percent of the total maintenance charges due to the Prime Contractor for the month in which the problem occurred without limitation as to amount. In the event that a second and subsequent accuracy problem occurs within the next thirty calendar days of the first problem, the hourly amount to be paid hereunder shall increase to twenty percent without limitation as to amount for each hour or part of hour until resolution as required herein. Amounts due to DCJS hereunder shall be in addition to any other amount due DCJS and shall be prorated to the next nearest half hour.

Appendix A

Standard Clauses for New York State Contracts

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines

of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term

specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and

use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities

on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

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Appendix B

Conversion Plan Requirements

Appendix B

Conversion Plan Requirements

I. Background

- A. The primary goal of the SABIS conversion process is to establish the highest quality fingerprint and palm print target databases possible. In order to accomplish this, DCJS intends that the conversion process will utilize digital finger and palm print images stored on various electronic databases and files to populate the new SABIS target databases. Conversion of paper-based fingerprint or palm print records will be used only if they are required to correct errors or problems encountered during conversion. DCJS maintains hardcopy cards for all retained status criminal and civil fingerprint submissions.
- B. All conversion activities shall be conducted within the Continental United States. Under no circumstances shall DCJS' data be transferred in any form to a location outside of the Continental United States.
- C. All electronic Tenprint fingerprint images maintained by DCJS, and organized by NYSID Number and Transaction ID (TCN), shall be converted. All electronic Latent fingerprint images maintained by DCJS, and organized by Case Number and Image ID, shall be converted. NYPD's Known Palm Print images and its Unsolved Palm Print database shall be converted. The electronic Tenprint and Latent fingerprint images on the Archive Database at DCJS consist of;
1. Approximately **3.2 million** Tenprint criminal fingerprint submissions, each containing ten rolled images. There are no corresponding plain images for these records.
 2. Approximately **1.1 million** Tenprint criminal fingerprint submissions, each containing ten rolled images and four plain, unsegmented images. The vendor shall be responsible for proper orientation, cropping and segmentation of these images.
 3. Approximately **1.925 million** Tenprint civil fingerprint submissions, each consisting of ten rolled and four plain, unsegmented images. The vendor shall be responsible for proper orientation, cropping and segmentation of these images.
 4. Approximately **4.5 million** individual subject sets of fingerprint records, each containing up to two rolled images of the index fingers. This number represents the total number of people for whom DCJS has a fingerprint record that contains at least one digital fingerprint image.
 5. Approximately **120,000** unsolved Latent fingerprint images. These images shall be converted preserving their previously assigned encodings. The

converted records shall contain both the previously assigned encodings and the Vendor's new encodings. Both encodings shall be distinguishable and, thereby, will create 240,000 search feature sets (i.e., encoding).

6. Approximately 2.8 million known digital palm print images will be provided to DCJS via electronic file from the New York City Police Department (NYPD). These digital images must be encoded and loaded to the new corresponding SABIS target database by the Vendor. Each palm print record has an associated NYSID number. There are 4 palm print images per record consisting of left/right full and writers palm prints. The vendor may convert these records to a new SABIS database in parallel with Tenprint and Latent fingerprint conversion; however, palm print conversion shall not impede or otherwise prolong either the conversion of Tenprint and Latent fingerprint images or the implementation of their corresponding production systems.
 7. Approximately 97,000 Unsolved Palm Print images representing approximately 6,000 palm print cases will be provided by NYPD. These images shall be converted and loaded to the new corresponding SABIS target database by the Vendor. Palm Print conversion shall not impede or otherwise prolong either the conversion of Tenprint and Latent fingerprint images or the implementation of their corresponding production systems.
- D. All palm information to be converted will be in NIST format. Tenprint images for approximately 7.7 million individuals will be in NIST format. Tenprint images for the remaining estimated 1,000,000 individuals and 2,025,000 additional events will not be in NIST format; the format will be negotiated with the Prime Contractor following contract approval.
- E. The new target databases for SABIS created through conversion shall consist of:
1. A Tenprint fingerprint database that shall be used for Tenprint to Tenprint and Latent to Tenprint processing. This database shall consist of a composite of the best 20 rolled and plain images for each NYSID, and up to two sets of the most recent fingerprint events (Multiple Registration Events - MREs) of rolled and plain images, if available, for the NYSID. It must be understood by the Vendor that all 20 fingerprint images are not available for all NYSIDs or for all events within a NYSID. The conversion process shall use as many of the electronic Tenprint fingerprint images described in C. above in order to construct a high quality composite set of fingerprints for each NYSID and for MRE selection when such is applicable.
 2. An Unsolved Latent fingerprint database that shall be used to store unsolved latent fingerprint images, and for Tenprint to Latent searches.
 3. A known Palm Print Database that shall be used to search latent palm print images. This database shall consist of a composite of high quality palm print images.

- 4. An unsolved Latent Palm Print database that shall be used to store unsolved latent palm print images, and for known to latent palm print searches.
- F. Electronic finger and palm print images are in WSQ compression format, and shall be converted and single fingerprint/palm print images shall be stored without recompression. All converted records shall be compliant with FBI, ANSI/NIST and open standards for record exchange between systems, particularly minutiae exchange.

II. Data Conversion

A. Tenprint Target Database

In order to create the SABIS Tenprint target database, the Vendor shall convert the following alphanumeric data fields from the current DCJS Archive and CCH databases along with the images and data (see Appendix J, Table 1.b for field formats):

Field Name	Source (Archive/CCH)
NYSID	Archive
TCN	Archive
Transaction Source	CCH
Patterns	CCH
Sex	CCH
Crime Group	CCH
Crime Category	CCH
Race	CCH
High/Low YOBS	CCH
Latent Search Ineligible Indicator	CCH
Geographic County/Region	CCH
Creation Date	Archive
Last Date Updated	Archive

B. Unsolved Latent Fingerprint Database

In order to create the SABIS Unsolved Latent Fingerprint database, all descriptor data and images shall be converted from the existing Archive database. The associated case data related to the images in the current ULFD are:

Field Name	Source (Archive/CCH)	Field Format			
		Type	Occur	Size: min/max	Format/ examples
Case Number	Archive	AN	1	15	6N1A3N5N
Latent Search ID	Archive				Case # and Latent Image ID

Creation Date	Archive	N	1	19	MM/DD/YY
Crime Type	Archive	AN	0/12	1/12	09, 11, 16
Crime Date	Archive	N	1	19	MM/DD/YY
Last Modified Date	Archive	N	1	19	MM/DD/YY
Expiration Date	Archive	N	1	19	MM/DD/YY
Contributor ORI	Archive	AN	1	9	100001H
Month/Year	Archive	N	1	9	308
County Code	Archive	AN	2	2	65
Search Region	Archive	AN	1	1	L
Crime Group	Archive	AN	0/12	1/12	00
Actual Crime	Archive	AN	1/32	1/12	21
Search Reason	Archive	N	1	1/2	0
Incident Number	Archive	AN	1	0/12	08-123
Number of Lifts	Archive	AN	1/30	2/2	10
Latent Image ID	Archive	AN	1/30	2/2	01
Finger Position	Archive	N	0/10	0/1	0-9
Pattern	Archive	A	0/3	1	W
Race	Archive	A	1	1	W
Sex	Archive	A	1	1	M
Age	Archive	N	0/1	2/3	21
Age Difference/Tolerance	Archive	N	0/1	2/2	+/- 05
Latent Print Examiner ID (owner)	Archive	AN	1	2/12	CC0001
Latent Print Characteristics (# of minutiae)	Archive	N	1	0/112	98

C. Control File

DCJS is positioned to provide the Vendor with a control file for processing the DCJS Archive System records for one of two purposes:

1. File that includes the NYSID, TransactionID (TCN) and textual data for use by the Vendor to select the set of images to represent a single, most current record for the individual in the SABIS. Later, the Vendor can apply any additional events and sets of images for an individual.

2. File that includes the NYSID and textual data for all events and sets of images for an individual for use by the Vendor to determine and update the composite set of images and two most recent sets of images and data (MREs must always contain the most recent prints).

III. Conversion Plan Response Requirements

The Vendor's proposed Conversion Plan shall provide the complete conversion timeline and shall address in both narrative and flow chart form, where applicable, how it will implement the conversion plan requirements, including as follows;

A. Tenprint and Latent Fingerprint Conversion

It is mandatory for all electronic Tenprint and Latent fingerprint records to be converted to SABIS before the administration of the required throughput / performance and accuracy tests and the implementation of the corresponding production systems.

1. DCJS' current Tenprint fingerprint records with image, biographical and history/event data shall be converted.
2. Tenprint hardcopy card conversion and storage shall utilize JPEG2000 @1000ppi. This is for error processing only.
3. Tenprint fingerprint submissions – new images and data that are identified to a NYSID after it has been originally converted but before the SABIS Tenprint and Latent Fingerprint production systems implementation shall be converted.
4. Converted Tenprint records as a result of court-ordered record sealing shall be deleted or data updated based on Control File information provided by DCJS.
5. Unsolved Latent fingerprint records shall be converted.
6. For retrieval of fingerprint images and data from the Archive system, the Vendor shall develop software to utilize the Archive system's standard Application Program Interface (API) to retrieve images for conversion. API information will be provided to the winning vendor.
7. The Vendor shall perform the following tasks in the conversion process:
 - a. Acquisition of rolled fingerprint impressions and the proper cropping, centering and orientation of the images
 - b. Segmentation of plain impressions
 - c. Image encoding
 - d. Automatic plain- to- rolled sequence check
 - e. Automatic rolled- to- rolled sequence check
 - f. Image quality designation and editing of minutiae

- g. Special processing to resolve errors and problems from other processing steps
- h. Composite record creation
- i. Creation of the MREs and updates to the composite record, where applicable
- j. Update of biographical and event data

B. Palm Print Conversion

The Vendor may convert known palm print images to SABIS in parallel with Tenprint and Latent fingerprint conversion provided that palm print conversion does not impede or otherwise prolong either the conversion of Tenprint and Latent fingerprint images or the implementation of their corresponding production systems.

- 1. Each electronic palm print record from NYPD will have an associated NYSID number.
- 2. Each palm print record shall be in ANSI / NIST ITL 8.002 Type 15 record format.
- 3. The Vendor shall build a composite of the highest quality palm prints for each NYSID.
- 4. The vendor shall provide a plan and related per record costs for bulk conversions of hardcopy palm print records after the Palm Print application is in production. The conversion of hardcopy palm print records would not commence until after the implementation of the Tenprint and Latent fingerprint production systems, and the creation of the initial known palm print target database.

C. Unsolved Latent Print Image Conversion

- 1. Unsolved Latent fingerprint images currently registered in the SAFIS Unsolved Latent Fingerprint Database, and residing in the DCJS Archive system, shall be converted to extract the previously assigned encoding and apply the Vendor's new encoding. The previously assigned encoding shall be maintained as a second representation of the of the Unsolved Latent fingerprint image for searching against the new Tenprint database and for new Tenprint searching. Both encoding should be distinguishable.
- 2. The unsolved Latent images are identified by image-id within a case number.
- 3. All unsolved Latent fingerprint images and related crime and/or suspect data currently stored on DCJS' Archive System shall be fully converted before a new SABIS Latent fingerprint processing system is implemented.
- 4. Electronic unsolved Latent palm print images provided to DCJS from various law enforcement agencies shall be converted and stored in the Unsolved Latent Palm print target database post SABIS Tenprint and Latent Fingerprint production implementation and known Palm print image conversion.

D. Standards and Procedures

The Conversion Plan shall include the Vendor's proposed approach to the use of standards and procedures during the conversion processes and shall include:

1. Description of the Vendor's standard procedures for implementing and operating conversions, and acceptance testing of the conversion equipment and processes including Backup, Restore and Recovery of conversion files and databases.
2. Description of the Vendor's quality standards for data conversion, including verification criterion for converted records.
3. The proposed tasks, timelines and milestones to accomplish conversion of all electronic fingerprint images and associated data before SABIS system implementation in the DCJS production environment.
4. The proposed tasks, timelines and milestones to accomplish conversion of the palm print records, both target and unsolved.
5. The schema for all target database tables indicating which data fields shall be populated by conversion.
6. A full mapping of the source and target data fields shall be developed by the Vendor for validation by DCJS.
7. Description of the Vendor's conversion input data format requirements, if any, due to the design of the vendor's system, and a related plan of action, for all data fields that need any special consideration.
8. Respective duties and responsibilities of Vendor and DCJS staff for all proposed Conversion tasks.
9. The Vendor shall, at its expense, reconvert all records determined by DCJS or the Vendor to be converted incorrectly.

E. Risk Assessment and Safeguards

The goal for DCJS is to implement the SABIS in the shortest timeframe and with the least amount of production performance risk. As such, the Conversion Plan shall include:

1. The Vendor's risk assessment of internal and external factors posing any potential risk to the successful completion of conversion and the risk mitigation strategies which will be applied.

2. A description of problems encountered by the Vendor in previous conversions and the specific resolutions and/or future risk mitigation strategies applied for each respective problem.
3. The Vendor's proposed safeguards present to prevent interference/corruption of the active Production SABIS during ongoing conversion, accuracy testing and / or record uploading to the production SABIS.
4. Security and privacy safeguards that shall include, but are not limited to:
 - a. Personnel security, environment's physical security controls (e.g. the conversion environment must be physically secured and isolated from the Vendor's common network or any other unauthorized connection) and data disposal controls such that no residual data exists.
 - b. Confidentiality and integrity safeguards that prevent the unauthorized disclosure or modification of information.
 - c. The Vendor's description of how it satisfies these requirements and shall be agreeable to adherence monitoring by DCJS.

F. Additional Vendor Responsibilities

1. The Vendor shall maintain backups of conversion software applications and conversion records in a fashion that will support full and timely recovery of system capabilities if/when needed. The Vendor must store these copies in a secure offsite facility so no single event can affect both the system and the backups. Any electronic data transferred outside the DCJS internal network must be encrypted with a minimum encryption of 128 bit AES.
2. The Vendor shall provide all equipment and personnel necessary to conduct conversion successfully.
3. The Vendor shall describe how it will use automation (e.g., data integrity checking, data comparisons) to validate the results of the conversion during testing and throughout the production conversion process.
4. The Vendor shall be responsible for all related packaging and shipping costs related to conversion efforts conducted in locations other than DCJS.
5. The Vendor shall utilize the most expeditious method for returning any hardcopy source data to DCJS. The delivery method shall provide for security and tracking.
6. The Vendor shall be responsible for the recovery and or repair of any records that are corrupted as a result of Conversion.
7. The Vendor shall, at its expense, reconvert all records determined by DCJS or the Vendor to be converted incorrectly.

IV. Testing Prior to Conversion

- A. The Vendor shall prepare and document test plans, including expected results and validation techniques, for conversion. These conversion test plans shall be for

- equipment, quality assurance processes, and data conversion processes, including composite and MRE creation/updating. These plans must be approved by DCJS prior to the conversion test and shall be contract deliverables.
- B. The Vendor shall carry out testing of the conversion software prior to Conversion Testing.
 - C. Vendor shall perform Conversion Testing of data conversion software, utility (ies) and processes under DCJS supervision.
 - D. The Vendor shall perform Backup, Restore and Recovery testing prior to conversion and during the QA period.
 - E. The Vendor shall test the creation and maintenance of detailed automated records that will provide a full and complete audit trail, including image quality values (where applicable), exception processing tracking information on each converted item and the requisite reporting from this audit trail.

V. Quality Assurance and Error Remediation During Conversion

The Vendor shall provide the Quality Control failure rates that it expects during the automated conversion of the DCJS databases as part of the Conversion Plan.

- A. For quality assurance purposes, the vendor shall provide DCJS with a randomly selected two percent of every 50,000 known fingerprint records converted. Exactly 1.50 percent of the randomly selected records shall consist of records that contain a composite set of fingerprints that were constructed using two or more registration sets of fingerprints. The composite record and the fingerprint registrations used to create the composite record shall be provided for each complete record provided to DCJS for quality assurance. Of the remaining 0.50 percent, 0.25 of the randomly selected records shall consist of records that the Vendor was responsible for image orientation, cropping and segmentation for conversion, and 0.25 percent shall be those records that the Vendor was responsible for minutiae editing. If records fitting these three conditions are not available in the 50,000 record range, then the records for quality assurance shall be randomly selected 2% of records in the range. Each record shall also have an indication of which of the three conditions apply. All of the records provided for quality assurance shall be provided on encrypted, removable media at Vendor's cost. These records on removable media shall be presented to DCJS within one (1) week of their conversion date. The Vendor shall also provide at its cost a mechanism, using a GUI, to examine the records selected for quality assurance. The SABIS Vendor shall provide daily conversion reports to DCJS, which include the total number of images successfully converted on that date and cumulatively. The report shall also include problems encountered and their resolution. DCJS shall provide any corrective hardcopy records or data corrections for any records requiring correction to the Vendor and the Vendor shall update the corrections within one (1) week of receipt from DCJS.
- B. For quality assurance purposes, the vendor shall provide DCJS with a randomly selected two percent of every 5,000 unknown latent fingerprint and palm print records converted. The two percent sample shall include all records incurring a problem and any additional records to complete the two percent of the 5,000 range.

All of the records provided for quality assurance shall be provided on encrypted, removable media at Vendor's cost. These records on removable media shall be presented to DCJS within one (1) week of their conversion date. The Vendor shall also provide at its cost a mechanism, using a GUI, to examine the records selected for quality assurance. The SABIS Vendor shall provide daily conversion reports to DCJS, which include the total number of images successfully converted on that date and cumulatively. The report shall also include problems encountered and their resolution. DCJS shall provide any corrective hardcopy records or data corrections for any records requiring correction to the Vendor and the Vendor shall update the corrections within one (1) week of receipt from DCJS.

- C. For quality assurance purposes, the vendor shall provide DCJS with a randomly selected two percent of every 50,000 known electronic palm print records converted. Exactly two percent of the randomly selected records shall consist of records that contain a composite set of palm prints that were constructed using two or more registration sets of palm prints. The composite record and the palm print registrations used to create the composite record shall be provided for each complete record provided to DCJS for quality assurance. If records fitting this condition are not available in the 50,000 record range, then the records for quality assurance shall be randomly selected two percent of records in the range. Each record shall also have an indication of which of the two conditions apply. All of the records provided for quality assurance shall be provided on encrypted, removable media at Vendor's cost. These records on removable media shall be presented to DCJS within one (1) week of their conversion date. The Vendor shall also provide at its cost a mechanism, using a GUI, to examine the records selected for quality assurance. The SABIS Vendor shall provide daily conversion reports to DCJS, which include the total number of images successfully converted on that date and cumulatively. The report shall also include problems encountered and their resolution. DCJS shall provide any corrective hardcopy records or data corrections for any records requiring correction to the Vendor and the Vendor shall update the corrections within one (1) week of receipt from DCJS.
- D. The Vendor shall provide conversion reports to DCJS on a daily basis. The reports shall reflect the total number of records successfully converted on that day and cumulatively. The report shall also include a listing of records, by NYSID Number or Case Number for unsolved, where a problem was experienced in attempting to convert the records; a description of the problem(s); and the resolution used to successfully convert the records, if applicable. The Vendor shall provide at its cost a mechanism for DCJS to view all converted records that required a problem resolution. The review of these records by DCJS are separate and apart from the randomly records as described above in VI. A.
- E. The Vendor shall create and maintain detailed electronic records that will provide a full and complete audit trail, including image quality values (where applicable), exception processing and tracking information on each converted item. The Conversion Audit Summary and Exception Report shall be in electronic format and provide the following details:

1. NYSID number or case number
 2. Patterns for each image
 3. Minutiae count for each image
 4. Number of images per case number
 5. Number of records per NYSID by biometric type, as applicable, i.e.: rolled only, plains and rolled, and palms
 6. Image quality rating score, where applicable
 7. Error or exception description and reprocessing details, if applicable
- F. The Vendor shall provide to DCJS either a complete capability to correct sequence errors detected during conversion in the automatic plain-to- rolled and rolled-to-rolled sequence check, or a plan that provide details on how the Vendor will correct sequence errors. If the plan includes the Vendor's processing of corrections submitted by DCJS, the Vendor shall update the corrections within one (1) week of receipt from DCJS.

VI. Post Conversion

- A. The Vendor shall perform incremental self searches of the converted databases, including Tenprint target, Latent Fingerprint and Latent Palm Print databases. Self searches shall ensure there are no erroneous duplicates and could also find previously missed NYSID records in need of consolidation.
- B. Full reports of the search results shall be provided to DCJS for appropriate follow-up action.
- C. The Vendor shall provide to DCJS, within thirty (30) days of the end of the last SABIS conversion activity, complete electronic file copies in ANSI/NIST format of each target database, and the hardware and software necessary to access them.
- D. Upon completion of the entire initial conversion process by the Vendor, all records used in the conversion process, and any interim media, shall be turned over to DCJS.

Appendix C

Acceptance Testing Requirements

Appendix C

Acceptance Testing Requirements

I. Background

Acceptance tests will be performed on the SABIS to determine if the system meets the accuracy, throughput, functionality, interoperability, backup & restore and high availability requirements specified herein for the operational SABIS. These test plans shall be for all hardware, functionality and requirements including, but not limited to, all SABIS software, equipment and quality assurance processes. The State reserves the right to conduct additional accuracy, throughput, functionality, interoperability, backup & restore and high availability tests at any time during the life of the contract.

Acceptance test criteria will include, but not be limited to, validation of system functions against requirements, performance of the system against the required response times and accuracy rates, how the system interoperates with DCJS systems (e.g., CCH) in terms of accuracy and throughput, and how the system reacts to disruption scenarios.

Note that the Offerer/Prime Contractor shall comply with the conversion test requirements specified in Appendix B.

II. Acceptance Testing Requirements

- A. The Offerer/Prime Contractor shall prepare and document test plans, including expected results and validation techniques, for accuracy, throughput, functionality, interoperability, backup & restore and high availability. These test plans shall be for the application(s), equipment, quality assurance processes, performance, accuracy, high availability and recovery. These plans must be approved by DCJS prior to acceptance testing and shall be contract deliverables.
- B. The Offerer/Prime Contractor and DCJS shall perform acceptance testing.
- C. The Offerer/Prime Contractor shall provide a full and complete audit trail for all acceptance testing and the requisite reporting from this audit trail.
- D. The Tenprint accuracy requirements shall be tested on the production software and hardware system after the initial conversion records have been loaded to that system, and prior to production system implementation. A test group shall include a sample of transactions typical to DCJS processing including a statistically significant number of poor prints (approximately 3-5%). The Prime Contractor and DCJS shall execute the test, and DCJS shall validate the test results provided by the Prime Contractor. A successful test would have results that met or exceeded the Prime Contractor Accuracy Rates and met or had less than the Prime Contractor Miss Rate as provided in the bid response in Attachment 14. After system

implementation, accuracy tests will continue to run on a weekly basis using a smaller test group.

- E. The Latent accuracy requirements shall be tested on the production software and hardware system after the initial conversion records have been loaded to that system, and prior to production system implementation. A test group will consist of varying image quality and size and shall include a sample of transactions typical to DCJS processing including cases with multiple lifts. Examples shall be provided. The Prime Contractor and DCJS shall execute the test, and DCJS shall validate the test results provided by the Prime Contractor. A successful test would have results that met or exceed the Prime Contractor Accuracy Rates as provided in the bid response in Attachment 14. After implementation, accuracy tests will continue to run on a monthly basis using a smaller test group.
- F. The Tenprint response time requirements shall be tested on the production software and hardware system after the initial conversion records have been loaded to that system, and prior to production system implementation. A test group shall include a sample of transactions typical to DCJS processing including a statistically significant number of poor prints (approximately 3-5%). The Prime Contractor and DCJS shall execute the test, and DCJS shall validate the test results provided by the Prime Contractor. A successful test would have results that met or had less than Prime Contractor Response Times as provided in the bid response in Attachment 14. After system implementation, response time tests will continue to run on a weekly basis using a smaller test group.
- G. The Latent response time requirements shall be tested on the production software and hardware system after the initial conversion records have been loaded to that system, and prior to production system implementation. A test group will consist of varying image quality and size and shall include a sample of transactions typical to DCJS processing including cases with multiple lifts. Examples shall be provided. The Prime Contractor and DCJS shall execute the test, and DCJS shall validate the test results provided by the Prime Contractor. A successful test would have results that met or had less than the Prime Contractor Response Times as provided in the bid response in Attachment 14. After implementation, response time tests will continue to run on a monthly basis using a smaller test group.
- H. The Prime Contractor shall perform Load / Stress, Backup, Restore and Recovery testing prior to implementation.

Appendix D

Training Requirements

Appendix D

Training Requirements

Training Approach for SABIS

Number	Requirement Description
1.	The Prime Contractor shall train DCJS trainers in all workstation activities, including, but not limited to: <ul style="list-style-type: none">• Tenprint processing;• Latent fingerprint processing;• palm print processing;• image acquisition;• report requests;• record lookups• updating and inserting target records.
2.	DCJS shall retain final approval authority for all training content.
3.	All scheduling for training will be coordinated with and approved by the DCJS Project Manager.
4.	The Prime Contractor shall provide a training plan and training content which includes but is not limited to all requirements defined herein. Should the Prime Contractor training plan include items not defined as required in this document but deemed necessary to fully understand the Prime Contractor solution, that content must be included.
5.	The training plan must identify the type of training the Prime Contractor shall utilize to meet each requirement –e.g., Train the Trainer, Computer Based Training (CBT), Hands-on and/or Classroom.
6.	The Prime Contractor’s instructors shall have extensive knowledge of their SABIS Solution and be prepared to answer questions on the spot or with a 48 hour turn around time.
7.	The Prime Contractor shall provide training to the DCJS trainers within the core working hours of 7:00 AM to 5:00 PM (Eastern Standard Time) on Monday through Friday at the DCJS operational facility, in Albany NY, and regional locations in New York State. All training shall be accompanied by supporting documentation such as user guides and operational manuals.
8.	Any and all Training materials developed for the SABIS shall become the exclusive property of the DCJS.
9.	The Prime Contractor shall provide training support for DCJS Trainers as needed.
10.	The Prime Contractor shall provide formal training, as needed, upon the occasion of an upgrade or software/hardware update.
11.	The Prime Contractor shall deliver the Training materials in electronic format that can be updated by DCJS.

System Administration and Technical Support Training

Number	Requirement Description
12.	The Prime Contractor shall train System Administrators and Technical support staff.
13.	<p>The Prime Contractor shall provide Training for a minimum of twelve (12) administrators in the following activities, to include but not be limited to:</p> <ul style="list-style-type: none"> • Adding, removing users, changing user roles; • Statistical reporting on accuracy, reliability, throughput and productivity; • Managing Administrative Parameters; • Ad Hoc Report Preparation; • Problem / Error Reporting; • System Traffic Monitoring; • Main console operations; • Systems security; • RDBMS Management and Maintenance (including database diagnostic tools, alerts and routines); • System Performance Monitoring Tools; • Managing batch jobs and ad-hoc requests; • Backup and restore operations; • Server operation and basic maintenance; • Workstation operation and basic maintenance; • Peripheral operations and basic maintenance; and • Interface operations and basic maintenance.

Latent Print Training

Number	Requirement Description
14.	<p>Training of approximately 200 Examiners shall include, but not be limited to;</p> <ul style="list-style-type: none"> • Latent fingerprint and palm entry (use of camera, lighting techniques, use of scanner, calibration tools, search set-up, use of filters, use of printers, use of clarification tools, encoding of minutiae, marking of other print characteristics used by Prime Contractor); • Latent evaluation; • Latent verification; • ULF function; • Interoperability of entry and evaluation with other local, state, and federal agencies; • Latent image exporting and importing.

Tenprint Training

Number	Requirement Description
15.	<p>Training of approximately 100 Examiners shall include, but not be limited to:</p> <ul style="list-style-type: none"> • SABIS Workstation functions, • Image acquisition and manipulation,

Number	Requirement Description
	<ul style="list-style-type: none"> • image encoding, • image manipulation, • data entry, • workflow, • validation, • verification, • minutiae placement, • quality control, • diagnostic routines •
16.	<p>The Prime Contractor shall perform periodic training assessments to evaluate the effectiveness of its training program. Reports shall be prepared by the Prime Contractor and delivered to DCJS no less frequently than weekly once the training program has been initiated. Adjustments to the training program shall be made by the Prime Contractor if the evaluation(s) indicated changes are required to improve the effectiveness of training.</p>

Appendix E

Production Reports Requirements

Appendix E

Production Reports Requirements

Introduction

Production SABIS reports are critical to DCJS needs. Nonetheless, SABIS production reporting shall not negatively impact other SABIS production processing. In the RFP response, the Offerer shall indicate which reports, described below, are included and whether they will be provided in the core system or will need customization. The response shall also include a description of how the respective report requirements will be met, including any APIs into statistical data for Business Intelligence, for example by third party software versus a proprietary solution.

Tenprint Reporting

The system shall provide a selection of predefined Tenprint reports, for periods to be specified by DCJS, including, but not limited to, the following reports:

General Production Reports

Report 1 – Processing Function Production Report

Transactions – by Processing Function and Time

Note: Examples of Processing Function are: acquisition, quality control, verification, validation, exception processing time

	Processing Function 1	Processing Function 2	Processing Function n	Transaction Time in System	Average Transaction Time in System
Completed Transactions					
Priority 1	✓	✓	✓	✓	✓
Priority 2	✓	✓	✓	✓	✓
Priority n	✓	✓	✓	✓	✓
Work in Process					
Priority 1	✓	✓	✓	✓	
Priority 2	✓	✓	✓	✓	
Priority n	✓	✓	✓	✓	

Report 2 – Workstation Operator Production Report

Transactions – by Processing Function and Time

Note: Examples of Processing Function are: acquisition, quality control, verification, validation, exception processing time

	Processing Function 1	Processing Function 2	Processing Function n	Transaction Time in System	Average Transaction Time in System*
Completed Transactions					
Priority 1	✓	✓	✓	✓	✓
Priority 2	✓	✓	✓	✓	✓
Priority n	✓	✓	✓	✓	✓
Work in Process					
Priority 1	✓	✓	✓	✓	
Priority 2	✓	✓	✓	✓	
Priority n	✓	✓	✓	✓	

Report 3 – Expediter Report

Prime Contractor should be able to produce hourly expediter reports based on (n) number of oldest transactions in process. Each transaction on the report will list at least the Tran I.D., Contributor ORI, Name, Time Received and Function.

Production Statistics: - Counts Only

	Total	By priority	By Operator	By ORI
<i>By Transaction</i>				
• System Detected Sequence Error Count	✓	✓	✓	✓
• System Detected Quality Less than Good	✓	✓	✓	✓
• Manually Indicated Quality Less than Good	✓	✓	✓	✓
• Pattern Non-Matches (manual patterns versus system assigned patterns)	✓		✓	
• Manually Entered Pattern Changes After a Non-Match Detected Above	✓		✓	
<i>By Finger</i>				
• Pattern Non-Matches (manual patterns versus system assigned patterns)	✓		✓	
• Manually Entered Pattern Changes After a Non-Match Detected Above	✓		✓	

* Average Transaction Time in System is calculated for all transactions' average completion time based on the lapsed time per transaction from the time the SABIS first receives the transaction until all processes/functions for the transaction are completed. For example, if there were two Priority 1 transactions, and one transaction's elapsed time to completion was one hour and the other's was 30 minutes, average transaction time in system for Priority 1 transactions would be 45 minutes.

Production Statistics: - Counts Only (continued)

Rejected Transactions				
• Tentative	✓	✓	✓	✓
• Actual	✓	✓	✓	✓
• Non-Rejectable	✓	✓	✓	✓
Identification Source				
• First Name Search	✓	✓		✓
• First Technical Search	✓	✓		✓
• Contributor Supplied Candidate	✓	✓		✓
• Field Hit				
• FBI number				
• Soc Sec number				
• 2 nd Technical Search	✓	✓		✓
• 2 nd Name Search	✓	✓		✓
Identification				
• All	✓	✓		
• Retained	✓	✓		
• Inquiry (SABIS Update Ineligible)	✓	✓		
Non-Identification				
• All	✓	✓		
• Retained	✓	✓		
• Inquiry (SABIS Update Ineligible)	✓	✓		
Search Statistics				
• Filtered Name Search Hits	✓	✓		
• Technical Search Hits	✓	✓		
• Number Search Hits	✓	✓		
• Sure Hits	✓	✓		
• First Search – No Sure Hit	✓	✓		
• Second Search – No Threshold Search	✓	✓		
• Manually Initiated Offline Searches	✓	✓		
• No Candidates above threshold	✓	✓		
• Non-Identifications with Technical Search Candidates Above Threshold	✓	✓		
File Based Data				
• NYSID's on SABIS (Composite Record)	✓			
• 20 Image Records on SABIS (rolled images and Plain images)	✓			
• 10 Image Records on SABIS (rolled images Only)	✓			
• 1-2 Image Records on SABIS	✓			
• Updates to 20 Images	✓	✓		
• Composite Image Updates by Image	✓	✓		
• MRE's Added				
• New MRE	✓	✓		
• Hold MRE	✓	✓		
• Replacement MRE	✓	✓		
• Palm Prints NYSID Records on File	✓	✓		
• Palm Prints NYSID Records Processed	✓	✓		
• File Maintenance				
• Records Purged	✓			
• Pattern Upgrade	✓			

Verification/Validation Reporting

Verification Transactions Processed	Candidates Compared	% Inconclusive	% Identified	% Non-Identified	Mismatch	Image Update	Patterns Changed
Operator 1							
Operator 2							
Operator 3							
Validation Transactions Processed	Candidates Compared	% Inconclusive	% Identified	% Non-Identified	Mismatch	Image Update	Patterns Changed
Operator 4							
Operator 5							
Operator 6							
Total By Shift							
Total by Agency							

Remote Search Reporting

	Total	By priority	By Operator	By ORI
Remote Inquiry Search				
• Searches Entered	✓			
• Suspects Returned	✓			
• Remote NYSID Image Requests	✓			

Latent Reporting

For each distinct Latent print processing site, and the statewide total, the Prime Contractor shall provide a selection of predefined reports for time periods to be specified by DCJS (expected to be daily, weekly, monthly or annually). The list shall include but not be limited to the following reports:

Latent Search Data – NY Searches Only

	LT/TP	UL/TP	LT/UL	PL/PP	UP/PP	PL/UP
Number of cases entered	✓			✓		
Number of Latent print searches entered	✓			✓		
Number of cases – No Search Value	✓			✓		
Number of Latent print searches - No Search Value	✓			✓		
Number of Cases - (Re)Launched	✓		✓	✓		✓
Number of Latent print searches - (Re)Launched	✓		✓	✓		✓
Number of candidates reviewed	✓	✓	✓	✓	✓	✓
Number of candidates verified	✓	✓	✓	✓	✓	✓
Identifications by print image	✓	✓	✓	✓	✓	✓

Latent Search Data – FBI Searches only (if SABIS is integrated with FBI IAFIS/NGI)

	LT/TP	UL/TP	LT/UL	PL/PP	UP/PP	PL/UP
Number of cases entered	✓			✓		
Number of Latent print searches entered	✓			✓		
Number of cases – No Search Value	✓			✓		
Number of Latent print searches – No Search Value	✓			✓		
Number of Cases - (Re)Launched	✓		✓	✓		✓
Number of Latent print searches - (Re)Launched	✓		✓	✓		✓
Number of candidates reviewed	✓	✓	✓	✓	✓	✓
Number of candidates verified	✓	✓	✓	✓	✓	✓
Identifications by print image	✓	✓	✓	✓	✓	✓

Latent Administrative Reports – NY Searches Only – Operator column by site only.

	Total	By Operator
Number of Active Cases on File	✓	✓
Number of Cases identified but not verified	✓	✓
Number of Cases identified and fully verified	✓	✓
Number of cases purged by expiration date	✓	
Number of cases with retention date less than 1 year	✓	✓
Number of images purged by expiration date	✓	
Number of cases deleted	✓	✓
Number of images deleted	✓	✓
Number of Latent Search Images on file	✓	

Backward searches performed	✓	✓
Backward search identifications	✓	✓
Civil file searches Initiated	✓	✓
Civil file search identifications	✓	✓
Case Imported from other jurisdictions	✓	✓
LT/TP Avg Time: Entry to LT/TP Search Done	✓	✓

Administrative Reports

The system shall provide a selection of predefined administrative reports, for periods to be specified by DCJS, and configurable by user rights (i.e. Tenprint versus Latent). These reports shall include, but not limited to, the following:

User Statistics	At DCJS	At Remote Sites
Total User ID's	✓	✓
User ID's Added	✓	✓
User ID's Removed	✓	✓
User ID's Modified	✓	✓
User ID's Disabled	✓	✓
Invalid User ID used	✓	✓
Invalid Password used	✓	✓
Password Resets	✓	✓

System Status	Record Count	% of Capacity
Queue 1	✓	✓
File 1	✓	✓
File 2	✓	✓
File n	✓	✓
Process 1	✓	✓
Process 2	✓	✓
Process n	✓	✓
Queue 2	✓	✓
File 1	✓	✓
File 2	✓	✓
File n	✓	✓
Process 1	✓	✓
Process 2	✓	✓
Process n	✓	✓
Queue n		✓
File 1	✓	✓
File 2	✓	✓
File n	✓	✓
Process 1	✓	✓
Process 2	✓	✓
Process n	✓	✓

Ad Hoc Reports

The system shall provide a supervisory type role with ad hoc report preparation capability so that non-standard reports can be produced without requiring programming or SQL code.

The ad hoc report capability shall enable users to access and summarize database statistics, search results, database activity, user activity, agency activity and remote site statistics.

The ad hoc reporting feature will be available only to a limited list of supervisory users designated by DCJS.

The system should, at a minimum, provide the following abilities.

- Enable users to extract data from the database;
- Enable users to export extracted data to a spreadsheet;
- Provide summary statistics, including totals, minimums, maximums, averages and medians;
- Specify the start and end periods for a specific report definition;
- Specify the report format for a specific report definition;
- Specify the search parameter(s) for a specific report definition;
- Save report definitions;
- Save report definitions under a new name;
- Modify report definitions; and
- Delete report definitions.

Latent Identification Data – Compiled for each identification

This report will be available daily, weekly, monthly and annually unless otherwise specified.

Case Number
Case Owner
Case Verifiers
Finger Number/Palm Area
Geographic Search Area
Latent Site
Crime Category
Crime Group
Actual Crime
Rank of Hit
Threshold Level of Hit
Number of Minutiae
Coding – Manual/Auto
Source – Composite/MRE
Search Type
 TP/ULFD
 LFP/TPDB
 LFP/ULFD
 PP/ULPP
 LPP/PPD
 LPP/ULPP
Orientation Setting (360° or other)

Latent Identification Data – Compiled for each identification (continued)

Time Case in System – days

Number of Lifts in Case

Relaunches

Elimination Identification

FBI Identification

Backward Search Results

Instrumentation Reporting

These reports shall provide DCJS with periodic data regarding critical aspects of the system performance including, but not limited to:

- Accuracy rates as identified in Attachment 14;
- Throughput rates as identified in Attachment 14;
- System faults, errors and downtime; and
- System utilization

Appendix F

SABIS Standby Letter of Credit Form

Appendix F

SABIS STANDBY LETTER OF CREDIT FORM

Instructions for Submission

The Prime Contractor must furnish a Standby Letter of Credit (SLOC) as required at RFP Section 5.10 in the form set forth below.

Standby Letter of Credit, to be issued on ISSUER's letterhead

Beneficiary:

State of New York
Division of Criminal Justice Services
4 Tower Place
Albany, New York 12203-3764

Customer/ Applicant:

[Insert Prime Contractor's Name/Address]

Issuer:

Confirming Bank Information and Address

Ladies/Gentlemen:

By order of our client, _____ ("Prime Contractor") located at _____, ("Customer/Applicant"), we hereby establish in favor of the State of New York Division of Criminal Justice Services ("Beneficiary"), 4 Tower Place, Albany, New York 12203-3764 our Irrevocable Standby Letter of Credit No. _____, for an aggregate amount of the Contract value, established at the office of _____, ("Issuer") at _____. The effective date of this Letter of Credit shall be the date of approval of New York State Contract # C- _____ by the Comptroller of the State of New York. ("effective date").

The purpose of this Standby Letter of Credit is to irrevocably indemnify the Beneficiary in connection with New York State Comptroller's Contract # C- _____, executed between the Applicant and the State of New York for the design, database conversion and installation of an Automated Fingerprint and Biometric Identification System. ("Contract") The Contract requires Applicant to design, develop a suitable database, convert existing database, test, install and implement including the change of DCJS and all user operations from the existing system to the new system without disruption. Applicant will further maintain, service, support and at the State's option expand and update the system through the life of the Contract and any extensions which the State may elect. The Issuer, for value received, hereby stipulates and agrees that the obligations of said Issuer and its Irrevocable Standby Letter of Credit shall be in no way impaired or affected (i) by any extensions of the times within which: (a)

Beneficiary may receive, review, accept or pay for deliverables under the Contract, or (b) within which the Customer/Applicant may furnish a Standby Letter of Credit, or (ii) by any waiver by the Beneficiary of any of the requirements of said Contract. The term "Beneficiary" includes any successor by operation of law of the named Beneficiary including without limitation, any liquidator, rehabilitator, receiver of conservator.

Funds under this Standby Letter of Credit are available to the Beneficiary, in whole or in part, upon presentation of the Beneficiary's current dated demand, signed by the Commissioner of the Division of Criminal Justice Services of the State of New York, stating:

"The undersigned hereby draws the amount of \$ _____ (United States Dollars) against Issuer Standby Letter of Credit No. _____, which represents the amount due to us according to the terms of the contract between the State of New York Division of Criminal Justice Services and _____ ("Applicant") under the agreement bearing New York State Comptroller's Contract No. C - _____, dated _____, 2008, for the design, build and maintenance of an automated fingerprint and biometric identification system."

Partial and multiple drawings are permitted under this Standby Letter of Credit and such drawings will immediately reduce the then available balance of this Standby Letter of Credit. In the event of such drawing(s) under this Standby Letter of Credit, the amount(s) of such drawing(s) must be subsequently replenished by Applicant in accordance with the terms of the Contract to increase the then available balance of this Credit to the full aggregate amount.

We engage with the Beneficiary that all drafts drawn under and in compliance with the terms of this Standby Letter of Credit will be duly honored upon presentation of such drawings at the office _____, specifying Standby Letter of Credit No. _____, on or prior to the current expiration date of this Standby Letter of Credit.

This Standby Letter of Credit shall remain in effect for a period of one (1) year from its effective date. This Standby Letter of Credit shall be automatically extended for an additional period(s) of one (1) year, without amendment, from the current expiration date hereof, or any future one year expiration date, but not beyond three years from the original effective date, which shall be the maximum final expiration date of this Standby Letter of Credit.

We shall immediately provide you with a written notice, by certified mail/overnight courier service, return receipt requested, of:

1. any failure of the Applicant to replenish the Standby Letter of Credit to the full aggregate amount within five (5) business days of any partial or multiple draws against the Letter of Credit ("unreplenished draw"), such written notice shall be provided to you by us within three (3) business days of the maximum time for Applicant to restore any unreplenished draw to the full aggregate amount; or

2. any failure of Applicant to renew the Standby Letter of Credit to the full aggregate amount for any successive term(s), such written notice shall be provided to you by us at least sixty (60) days prior to the then current Standby Letter of Credit expiration date. We agree that Applicant shall be required to provide an irrevocable notice of renewal at least ninety (90) days prior to then current expiration date.

Any failure(s) of the Applicant to replenish the Standby Letter of Credit to the full aggregate amount within five (5) business days of any individual draws against the Standby Letter of Credit, or any notice of a failure to renew the Standby Letter of Credit to the full aggregate amount for the duration of the agreed term(s), including extensions, shall be conclusively deemed to constitute a material breach by Applicant which shall immediately entitle the State to call the unexpired balance of the Letter of Credit. Such unexpired balance shall be paid to you by us sent via certified mail, return receipt requested, within five (5) business days of receipt of the current dated demand, signed by the Commissioner of the State of New York Division of Criminal Justice Services stating:

“The undersigned hereby draws the remaining balance outstanding against [Issuer Name]. Standby Letter of Credit No. _____, which represents the amount due to us according to the terms of the Letter of Credit No. _____ based upon a material default in maintaining either (i) the aggregate balance or (ii) the Letter of Credit for the duration of the agreed term(s), including extensions.”

The obligation of Issuer under this Standby Letter of Credit is the individual obligation of Issuer and is in no way contingent upon reimbursement with respect thereto.

Except so far as otherwise expressly stated, this Standby Letter of Credit is subject to the Uniform Customs and Practices for Documentary Credits (2007 Revision) International Chamber of Commerce Publication 600, and as to matters not addressed by the UCP 600, shall be governed by the Laws of the State of New York and applicable U.S. Federal Law.

Any disputes under this Letter of Credit shall be venued within the State of New York.

Issuer Bank: _____

BY: _____

Name (Please Print): _____

Title (Please Print): _____

Appendix G

Consultant Disclosure Legislation Forms

**(These forms will only be completed and submitted upon
selection of a vendor.)**

**Form A: State Consultant Services –
Prime Contractor’s Planned
Employment**

**Form B: Prime Contractor’s Annual
Employment Record**

Appendix G

Consultant Disclosure Legislation Forms

State Finance Law §163(4)(g) requires the selected Offerer to complete and submit an initial planned employment data report and an annual employment report regarding the number of persons employed to provide services under the contract, the number of hours worked and the amount paid to the Prime Contractor by the State. It includes all employees providing services whether employed by the Prime Contractor or a subcontractor. Form A – Prime Contractor’s Planned Employment From Contract Start Date Through The End Of The Contract Term and Form B – Prime Contractor’s Annual Employment Report are attached for you reference.

Form A captures planned employment information. Form B will be submitted each year that the contract is in effect and will detail employment data for the most recent concluded State fiscal year (April 1 – March 31). The first Form B must be submitted by May 15, 2008 to the Division of Criminal Justice Systems, the NYS Office of the State Comptroller and the NYS Department of Civil Service. Instructions and addresses are attached.

Form A

State Consultant Services – Prime Contractor’s Planned Employment

Form A - Prime Contractor's Planned Employment Form must be submitted as part of any winning Offerer's bid response before it can be submitted to the Office of the State Comptroller for approval. DCJS will coordinate with the winning Offerer(s) to complete this form.

Form B - Prime Contractor's Annual Employment Report. Offerer/Prime Contractor agrees to annually submit Form B each year that the contract is in effect and will detail employment data for the most recent concluded State fiscal year (April 1 – March 31). Instructions for these forms follow. Form B must be submitted by May 15th of each year to the NYS Division of Criminal Justice Services, the NYS Office of the State Comptroller and the NYS Department of Civil Service. The first Form B must be submitted by May 15, 2008. The Offerer/Prime Contractor agrees to simultaneously report such information to the NYS Division of Criminal Justice Services, the NYS Office of the State Comptroller and the NYS Department of Civil Service as designated below:

NYS Division of Criminal Justice Services
Attn: Office of Financial Services, 10th Floor
4 Tower Place
Albany, NY 12203-3764

NYS Office of the State Comptroller
Bureau of Contracts
Attn: Consultant Reporting
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236

NYS Department of Civil Service
Attn: Consultant Reporting
Alfred E. Smith Office Building
Albany, NY 12239

INSTRUCTIONS FOR COMPLETING FORM A AND B

Form A and Form B should be completed for contracts for consulting services in accordance with the Office of the State Comptroller's Bulletin G-226 <http://www.osc.state.ny.us/agencies/gbull/g-226.htm> and the following:

Form A - Prime Contractor's Planned Employment Form (available from and submitted to the using agency, if necessary.)

Form B - Prime Contractor's Annual Employment Report (To be completed by May 15th of each year for each consultant contract in effect at any time between the preceding April 1st through March 31st fiscal year and submitted to the Department of Civil Service, Office of the State Comptroller and procuring agency.)

- **Scope of Contract:** choose a general classification of the single category that best fits the predominate nature of the services provided under the contract.
- **Employment Category:** enter the specific occupation(s), as listed in the O*NET occupational classification system, which best describes the employees providing services under the contract. (*Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.*)
- **Number of Employees:** enter the total number of employees in the employment category employed to provide services under the contract during the report period, including part time employees and employees of subcontractors.
- **Number of Hours:** enter the total number of hours worked during the report period by the employees in the employment category.
- **Amount Payable under the Contract:** enter the total amount paid by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the report period.

Form B

Prime Contractor's Annual Employment Record

FORM B					OSC Use Only:
					Reporting Code:
					Category Code:
State Consultant Services Prime Contractor's Annual Employment Report Report Period: April 1, to March 31,					

Contracting State Agency Name: <u>Division of Criminal Justice Svcs</u>	Agency Code: <u>01490</u>
Contract Number: _____	
Contract Term: <u> / / </u> to <u> / / </u>	
Contractor Name: _____	
Contractor Address: _____	
Description of Services Being Provided: _____	

Scope of Contract (Choose one that best fits):

Analysis Evaluation Research Training

Data Processing Computer Programming Other IT consulting

Engineering Architect Services Surveying Environmental Services

Health Services Mental Health Services

Accounting Auditing Paralegal Legal Other Consulting

Employment Category	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this page			
Grand Total			

Name of person who prepared this report: _____
Preparer's Signature: _____
Title: _____ Phone #: _____
Date Prepared: <u> / / </u>

Use additional pages if necessary)

Page of

Appendix H

DCJS Contract Award Protest Procedure

CONTRACT AWARD PROTEST PROCEDURE
FOR CONTRACTS AWARDED BY
THE DIVISION OF CRIMINAL JUSTICE SERVICES

Section 1	Applicability
Section 2	Definitions
Section 3	General Requirements
Section 4	Protest Procedure
Section 5	Appeals

1. Applicability

Consistent with the provisions of the Procurement Lobbying Law (State Finance Law §139-j), it is the policy of the Division of Criminal Justice Services (DCJS) to identify a sole Procurement Contact to receive all inquiries during an identified procurement period. DCJS will attempt to resolve inquiries submitted to the identified sole Procurement Contact, and will advise parties initiating such inquiries of the existence of this formal protest policy should the informal process fail to resolve the matter. **Final agency determinations or recommendations for award will not be reconsidered by DCJS unless a formal written protest is timely filed according to the procedures specified below. The procedures below must be used** which set forth the procedure to be utilized when an interested party challenges a contract award by DCJS. These guidelines apply to all contract awards by DCJS, including sole source procurements, single source procurements, emergency procurements and procurements awarded after a mini-bid process.

2. Definitions

(a) "Offerer" mean an individual or entity who has submitted an offer in response to a solicitation for commodities or services issued by DCJS.

(b) "Responsive Offerer" means a bidder or Offerer meeting all of the minimum specifications and requirements as prescribed in a solicitation for commodities or services by DCJS.

(c) “Successful Offerer” means the responsive bidder or Offerer which receives written notification from DCJS indicating that its bid or offer has been accepted.

(d) “Interested party” means a participant in the procurement process and those who would be bona fide participants but whose participation in the procurement process has been foreclosed by the actions of DCJS.

(e) ”Contract award” is a written determination from DCJS to an Offerer indicating that the DCJS has accepted its bid or offer (see State Finance Law §163(10)(a)).

(f) "Emergency" means an urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk (see State Finance Law §163(1)(b)).

(g) “Mini-bid process” is an abbreviated bid and selection process for individual agency projects utilizing a list of prequalified vendors on a back drop contract

(h) “Back drop contract” means a contract consisting of a pool of prequalified vendors who are eligible to participate in a secondary mini-bid award process, or other specified selection process.

(i) “Single source” means a procurement in which although two or more Offerers can supply the required commodities or services, DCJS, upon written findings setting forth the material and substantial reasons therefor, awards the contract to one Offerer over the other (see State Finance Law §163(1)(h)).

(j) “Sole source” means a procurement in which only one Offerer is capable of supplying the required commodities or services (see, State Finance Law §163(1)(g)).

(k) “Protest” means a written challenge to a contract award by DCJS.

(l) “Comptroller” means the Comptroller of the State of New York, as well as his or her designee.

(m) “Commissioner” means the Commissioner of the Division of Criminal Justice Services, an agency of the State of New York, as well as his or her designee.

3. General Requirements

(a) Any solicitation issued by DCJS with respect to a contract award subject to these guidelines, including an Invitation for Bid, a Request for Proposal, or other similar document, shall provide notice that any interested party may protest the contract award. Such notice shall indicate that a protest of a contract award is to be filed with the DCJS Director of Financial Administration at:

Ms. Kim Szady (Incumbent)
Director, Financial Administration
New York State Division of Criminal Justice Services
4 Tower Place, 10th Floor
Albany, NY 12203-3764

The solicitation must include a copy of these guidelines, or advise Offerers that a copy of these guidelines will be provided to the Offerer upon request.

(b) All Offerers shall be given written notice of the contract award or of a proposed award. Any unsuccessful Offerer, upon request, must be afforded an opportunity for a debriefing at least five business days prior to the date by which any protest must be filed. Notwithstanding the foregoing, in any case where DCJS has reduced the time period for the filing of a protest in accordance with section 4(a) of these guidelines, DCJS shall provide in the solicitation for a reasonable and appropriate method to debrief the Offerers in a timely manner. An Offerer's failure to request a debriefing in a timely fashion shall not cause an extension of the time period within which a protest must be filed.

(c) A protest must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by the DCJS. A formal protest must include:

- (i) a statement of all legal and/or factual grounds for disagreement with a DCJS specification or purchasing determination;
- (ii) a description of all remedies or relief requested; and
- (iii) copies of all applicable supporting documentation

(d) Any interested party will be given the opportunity to participate in the protest procedure.

(e) The DCJS Director of Financial Administration may, in his or her sole discretion, waive any deadline or requirement set forth in these guidelines, or consider any materials, submitted in writing, beyond the time periods set forth in these guidelines.

(f) Where the DCJS Director of Financial Administration deems appropriate, the DCJS Director of Financial Administration may require the protesting party, the procuring Division of DCJS, DCJS staff involved in the procurement, the successful Offerer, or any other interested party, to address and/or submit further information with respect to additional issues raised by the DCJS Director of Financial Administration review of the procurement.

(g) Nothing herein shall preclude the DCJS Director of Financial Administration from obtaining information relevant to the procurement from any other source, as he or she deems appropriate.

4. Protest Procedure

(a) Any interested party may file a protest with the DCJS Director of Financial Administration within ten business days from the date of the notice by DCJS of the contract award, except that:

- (i) any protest concerning the terms and conditions of the solicitation or other matters that would be apparent to an interested party prior to the date set in the solicitation for the receipt of bids including but not limited to matters concerning errors, omissions or prejudice in the bid specifications or documents must be filed on or before the date set in the solicitation for the receipt of bids or proposals; and
- (ii) where DCJS determines that sufficient circumstances exist DCJS may set forth a different time period for filing protests in the solicitation.

Any filing deadlines may be waived by the DCJS Director of Financial Administration pursuant to section 3(e) of these guidelines. A formal protest must be submitted in writing to DCJS, by surface mail addressed to the DCJS Director of Financial Administration pursuant to section 3(a) above, or, where permitted in the solicitation, by facsimile or e-mail transmission. The following statement must be clearly and prominently displayed on the envelope or package or header of electronic or facsimile transmittal: "Bid Protest of DCJS Solicitation (Reference Number)".

(b) The DCJS Director of Financial Administration shall refer any protest either to an individual employee or group of employees of DCJS, or to an independent hearing officer who is not an employee of DCJS. The decision regarding to whom the bid protests is referred shall be in the sole discretion of the DCJS Director of Financial Administration. Where the protest is referred to a DCJS employee or a group of DCJS employees, no such employee may have been actively involved in the procurement process being protested.

(c) The DCJS Director of Financial Administration will provide a copy of any protest filed to the successful Offerer.

(d) The DCJS Director of Financial Administration may summarily deny a protest that fails to contain specific factual or legal allegations, or raises only issues of law that have already been decided by the Courts or by the Comptroller of the State of New York.

(e) Except where the DCJS Director of Financial Administration summarily denies the protest, the procuring Division of DCJS shall file an answer to the protest within seven business days of the filing of the protest. The answer to the protest should address all the factual and legal allegations contained in the protest. A copy of the answer filed by the procuring Division of DCJS shall be delivered to the protester and the successful Offerer. The successful Offerer may, but shall not be required to, file an answer to the protest. Any answer by the successful Offerer must be filed with the DCJS Director of Financial Administration no later

than the date that the procuring Division of DCJS is required to file its answer. If the successful Offerer chooses to file an answer, it must deliver a copy of such answer to the procuring Division of DCJS and the protester, and its answer must contain an affirmation as to such delivery.

(f) The protesting party may, but is not required to, file a reply to the answer of the procuring Division of DCJS and the successful Offerer. Such reply shall be filed with the DCJS Director of Financial Administration no later than five business days after the date that the procuring Division of DCJS answer is filed. A copy of such reply shall also be delivered to the successful Offerer, and the protester's reply must contain an affirmation as to such delivery.

(g) Upon the DCJS Director of Financial Administration's own initiative, or upon request of any participant in the protest process, the DCJS Director of Financial Administration may in his or her sole discretion act on an expedited basis, upon written notification to the interested parties, in which case the DCJS Director of Financial Administration will advise all participants of filing deadlines.

(h) During the time period in which a protest may be filed, or during the resolution of a pending protest, DCJS may negotiate terms and conditions of the contract with the successful Offerer. However, a contract will not be approved by the Office of the State Comptroller Bureau of Contracts before the expiration of the time period for filing a protest, or, if a protest has been filed, before the resolution of the protest.

(i) The person or persons designated by the DCJS Director of Financial Administration to consider the protest shall review all of the filings submitted by the parties, and the procurement record, and shall prepare a written recommendation to the DCJS Director of Financial Administration, or his or her designee, addressing all of the issues that have been raised by the protest.

(j) The person or persons designated by the DCJS Director of Financial Administration to consider the protest shall determine whether, in addition to the review of the filings submitted by the parties and the procurement record, it is necessary to conduct a fact finding hearing. The person or persons so designated shall decide the level of formality of such a hearing.

(k) The DCJS Director of Financial Administration, or his or her designee, may accept, modify or reject such recommendation.

(l) In making his or her determination with regard to the protest, the DCJS Director of Financial Administration, or his or her designee, may, in his or her sole discretion, consider any additional material and relevant information from any source relating to the allegations set forth in the protest.

(m) All parties that have participated in the protest, as well as the original successful Offerer, shall be provided with a copy of the final determination of the DCJS Director of Financial Administration, or his or her designee. The determination shall be made part of the procurement record.

5. Appeals

(a) The protest determination of the DCJS Director of Financial Administration shall be deemed a final and conclusive agency determination unless a written notice of appeal is received no more than five business days after the date the final protest decision is sent to the Offerer. Such notice of appeal must be filed in writing at the address set forth below:

Commissioner
New York State Division of Criminal Justice Services
Reference: Bid Protest of DCJS Solicitation (provide procurement reference number)
4 Tower Place
Albany, NY 12203-3764

(b) The Commissioner shall hear and make a final written determination on all appeals within ten business days of the date the Appeal is received. The Commissioner may designate a person or persons to act on his or her behalf.

(c) A formal protest appeal may not introduce new facts unless responding to issues newly raised as a result of the final protest determination.

Appendix I

Customer Reference Questionnaire

Appendix I

Statewide Automated Biometric Identification System Project ABIS/AFIS Customer Reference Questionnaire

Introduction and Instructions - Your name has been provided by **(Enter Offerer/vendor name here)** as a reference that may be contacted about your experience with this vendor in **(Enter AFIS/ABIS project)**. Your input, along with other sources of information, will be used by our evaluation team to select a vendor who will implement the New York State Division of Criminal Justice Services (DCJS) next generation Automated Biometric Identification System (ABIS).

This survey is comprised of two (2) elements, the first entitled “I.1 AFIS/ABIS Information” and the second entitled “I.2 Assessment of Experience with Vendor.” Please provide information regarding your AFIS/ABIS by completing the “I.1 AFIS/ABIS Information” component of the survey. Additionally, please provide your assessment of the vendor’s performance in the above referenced project by completing the “I.2 Assessment of Experience with Vendor” section of the survey.

Please complete this survey in English and e-mail it back to the NYSDCJS Procurement Office by __/__/2008. The e-mail address is Procurement.Officer@dcjs.state.ny.us.

If you have questions about the survey, you may contact the NYS DCJS Procurement Office at the above mentioned e-mail address.

Customer Background Information:

Name of Company/Agency		
Company/Agency Contact		
Title		
Address		
Country		
Telephone # - including country code and/or area code, if applicable		
Contact Hours		
Time Zone		

Appendix I.1 - ABIS/AFIS Information

Please provide a response to each of the following requests/questions regarding your AFIS/ABIS. DCJS requires this information to evaluate the vendor's experience in implementing AFIS/ABIS systems that are similar in size and operation to DCJS' SABIS requirements and utilizing the same generation of COTS software and architecture as the offerer proposes with its Bid Response.

OPERATIONS		RESPONSE
1. Hours of Operation	a. For Tenprint Services, how many hours per day and how many days a week is your system operating? 24x7x365? 16X5?	
	b. For Latent Services, how many hours per day and how many days a week is your system operating?	
	c. How many times on average per month does your system incur an unscheduled downtime of more than an hour?	
	d. How many hours of unscheduled downtime does your system incur on average per month?	
2. Degree of Configurability	a. Can you (the Customer) make configuration changes to your ABIS/AFIS system (e.g., change the quality control threshold or number of candidates returned for a no threshold search)?	
	b. Does the Vendor make all ABIS/AFIS configuration changes?	
	c. Do configuration changes for your ABIS/AFIS require system downtime?	
3. Conversion	<p>What type of conversion process below was performed to populate records on your ABIS/AFIS?</p> <ul style="list-style-type: none"> a) All conversion from fingerprint cards or b) All conversion from electronic records or c) Conversion from a mix of fingerprint cards and electronic records (please give percentage of input that was fingerprint cards and percentage that was electronic records) 	
4. Vendor Support Responsiveness	a. What are the hours of operation for your vendor support group? 24x7x365? 16x5?	
	b. Is your vendor's typical response time – from first contact to completion – for critical outages less than one (1) hour?	
	c. Is your vendor's typical response time – from first contact to completion – for non-critical outages less than four (4) hours?	

Appendix I.1 - ABIS/AFIS Information

Please provide a response to each of the following requests/questions regarding your AFIS/ABIS. DCJS requires this information to evaluate the vendor's experience in implementing AFIS/ABIS systems that are similar in size and operation to DCJS' SABIS requirements and utilizing the same generation of COTS software and architecture as the offerer proposes with its Bid Response.

TECHNICAL	RESPONSE	
5. Current Installation Production Specifics	a. Please provide the current software release, version and patch number and date of installation for your AFIS/ABIS	
	b. Please provide the current software release, version and patch number and date of installation for your palm print system	
6. Target Database Size/ Number of Individuals	a. How many individuals have fingerprints in your Tenprint target database?	
	b. How many individuals have fingerprints in your Latent target database?	
	c. How many unsolved latent fingerprint images are in your unsolved latent database?	
	d. How many individuals have known Palm prints in your Palm Target database?	
	e. How many unsolved palm print images are in your unknown palm print database?	
7. System Throughput	a. How many Tenprint searches does your system average per day?	
	b. What is your average Tenprint technical search time (the average elapsed time for transactions from the time the technical search is initiated until the time the search is completed, if known)?	
	c. How many Tenprint Identification Technicians do you have on staff?	
	d. How many latent transactions does your system average per day?	
	e. How many Latent Print Examiners do you have on staff?	
	f. How many palm print transactions does your system average per day?	
	g. How many latent palm print transactions does your system average per day?	

Appendix I.1 - ABIS/AFIS Information

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TECHNICAL		RESPONSE
8. System Availability	a. How many hours of scheduled downtime does your system incur on average per month?	
9. Systems Operation in a degraded mode	a. Is your ABIS/AFIS database partitioned to allow for continued processing when only a specific part of the database systems is unavailable? For example, could Tenprint acquisition continue while Latent processing was down or unavailable?	
	b. Does your Tenprint processing allow for continued operation when any of the functions or interfaces (i.e. Criminal History) are unavailable?	
	c. Do your Tenprint, Latent and Palm subsystems continue processing when any of their subsystems are unavailable?	
10. System Integration	a. Is your ABIS/AFIS currently integrated in a real-time automated fashion with a criminal history system?	
	b. Is your ABIS/AFIS currently integrated with FBI processing?	
	c. Is your ABIS/AFIS currently interoperating with another ABIS/AFIS other than the FBI's?	
11. Record handling capability	a. Does your Tenprint and/or Latent processing require any suppression of suspects?	
	b. Does your system allow for automated target record deletion for composite records or Multiple Registration Event ¹ (MRE) records?	
	c. Does your system perform real-time insertion and replacement of fingerprint images in the target database?	
	d. Does your system perform real-time insertion and replacement of palm print images in the target database?	

¹ MRE – Reference to a single event's group of information when more than one group of event information is retained. In DCJS' AFIS, a group of event information is the fingerprint and/or palm print images and associated data, where each group is related to a specific event.

Appendix I.1 - ABIS/AFIS Information

Please provide a response to each of the following requests/questions regarding your AFIS/ABIS. DCJS requires this information to evaluate the vendor's experience in implementing AFIS/ABIS systems that are similar in size and operation to DCJS' SABIS requirements and utilizing the same generation of COTS software and architecture as the offerer proposes with its Bid Response.

TECHNICAL		RESPONSE
12. Work-In-Progress (WIP) Capacity	Does your ABIS/AFIS hold transactions automatically during system downtime and release them for processing once the system is available?	
13. Composite and MRE record storage	a. Does your ABIS/AFIS include composite updating of the target records?	
	b. Does your ABIS/AFIS include multiple records for an individual in your target database?	
	c. Is composite substitution of images, automated or require manual intervention or allow for both?	
	d. Is the updating of multiple records for a target individual automated or require manual intervention or allow for both?	
14. Audit Database/System	a. Does your ABIS/AFIS include an Audit System of all Tenprint and Latent activity?	
	b. Does your ABIS/AFIS generate reports directly from that Audit System?	
15. Accuracy Assessment	a. Please enter your minimum accuracy rate for each of the following types of Tenprint Technical Searches:	
	<ul style="list-style-type: none"> i. Technical Accuracy, as defined by NIST as the True Accept Rate which is <u>the percentage</u> of true identification scoring above threshold, where the candidate is displayed in the top 3 potential candidate list for good quality fingerprint processing, and top 5 potential candidate list for poor print fingerprint processing. 	Please enter percentage here, if known:
	<ul style="list-style-type: none"> ii. For technical searches that result in identifications, percentage of searches that result in only one candidate. 	Please enter percentage here, if known:
	<ul style="list-style-type: none"> iii. Percentage of searches when a candidate is not returned from the threshold search in cases of a true non-identification. 	Please enter percentage here, if known:

Appendix I.1 - ABIS/AFIS Information

Please provide a response to each of the following requests/questions regarding your AFIS/ABIS. DCJS requires this information to evaluate the vendor's experience in implementing AFIS/ABIS systems that are similar in size and operation to DCJS' SABIS requirements and utilizing the same generation of COTS software and architecture as the offerer proposes with its Bid Response.

TECHNICAL		RESPONSE
15. Accuracy Assessment (continued)	b. Please enter your maximum miss rate for the following Tenprint Technical Search:	
	i. Percentage of searches where the candidate is missed from a no threshold search (i.e., when no filtering, binning and scoring thresholds are applied) where the candidate list or search results contain the top 5 potential NYSIDs.	Please enter percentage here, if known:
	c. Please enter your minimum accuracy rate for each of the following types of Latent Searches:	
	i. Latent to Tenprint accuracy is measured by the percentage of searches where a true identification with at least 10 identifiable minutiae is presented for verification in a candidate list of 30 or less.	Please enter percentage here, if known:
	ii. Tenprint to unsolved Latent accuracy is measured by the percentage of searches where a true identification with at least 10 identifiable minutiae is presented for verification in a list of two candidates.	Please enter percentage here, if known:
	iii. Latent palm print to target palm print accuracy is measured by the percentage of searches where a true identification with at least 10 identifiable minutiae is presented for verification in a candidate list of 30 or less.	Please enter percentage here, if known:
	iv. Tenprint palm print to unsolved Latent palm print accuracy is measured by the percentage of searches where a true identification with at least 10 identifiable minutiae is presented for verification in a list of two candidates.	Please enter percentage here, if known:

Appendix I.2 – Assessment of Experience with Vendor

Please use the scoring legend below to respond to each of the following questions about your experience with the vendor during your AFIS/ABIS. You can add comments as you wish in the space provided or include an attachment with additional remarks.

Scoring Legend:

NA = question / topic not applicable

0 = Vendor’s performance in this area was **completely unsatisfactory**

1 = Vendor’s performance in this area was **minimally satisfactory.**

2 = Vendor’s performance in this area was **average**

3 = Vendor’s performance in this area was **better-than-average or good.**

4 = Vendor’s performance in this area was **very good.**

5 = Vendor’s performance in this area was **superior or excellent.**

Question/Topic	Rating (circle one)							Please include comments in the space provided
1a. Are you satisfied with the accuracy rate of your ten print system?	NA	0	1	2	3	4	5	
1b. Are you satisfied with the accuracy rate of your latent system?	NA	0	1	2	3	4	5	
1c. Are you satisfied with the accuracy rate of your palm system?	NA	0	1	2	3	4	5	
2. Please rate your satisfaction with the conversion plan that the vendor presented to your agency. Consider reasonableness of time frames, staffing, and deliverables.	NA	0	1	2	3	4	5	
3. Please rate your satisfaction with the vendor’s performance of the conversion, and the following aspects of the conversion:	NA	0	1	2	3	4	5	
a. Quality	NA	0	1	2	3	4	5	
b. Execution	NA	0	1	2	3	4	5	
c. Timeliness	NA	0	1	2	3	4	5	
4a. Please rate your satisfaction with the quality of the electronic converted records.	NA	0	1	2	3	4	5	
4b. Please rate your satisfaction with the quality of the hard copy converted records.	NA	0	1	2	3	4	5	

Appendix I.2 – Assessment of Experience with Vendor

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4 = Vendor’s performance in this area was **very good.**

5 = Vendor’s performance in this area was **superior or excellent.**

Question/Topic	Rating (circle one)							Please include comments in the space provided
5. Please rate your satisfaction with the quality of the implementation plan that the vendor presented to your agency, and the following aspects of the implementation plan:	NA	0	1	2	3	4	5	
a. Reasonableness of time frames	NA	0	1	2	3	4	5	
b. Staffing	NA	0	1	2	3	4	5	
c. Deliverables	NA	0	1	2	3	4	5	
6. Please rate your satisfaction with the vendor’s performance during implementation of the AFIS/ABIS, and the following aspects of the implementation:	NA	0	1	2	3	4	5	
a. Quality	NA	0	1	2	3	4	5	
b. Execution	NA	0	1	2	3	4	5	
c. Timeliness	NA	0	1	2	3	4	5	
7. Please rate your satisfaction with your system for ease of use. Consider workstations and workflow.	NA	0	1	2	3	4	5	

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4 = Vendor’s performance in this area was **very good.**

5 = Vendor’s performance in this area was **superior or excellent.**

Question/Topic	Rating (circle one)							Please include comments in the space provided
8. Please rate your satisfaction with the vendor’s system capability to your throughput (volume per day) requirements.	NA	0	1	2	3	4	5	
9. Please rate your satisfaction with your system availability.	NA	0	1	2	3	4	5	
10. How would you rate the systems Workflow as delivered by the vendor (both normal and exception processing)?	NA	0	1	2	3	4	5	
11. How would you rate your satisfaction with the vendor’s system integration with your criminal history system?	NA	0	1	2	3	4	5	
12. How would you rate the overall satisfaction with the flexibility to configure system features?	NA	0	1	2	3	4	5	
13. How would you rate your overall satisfaction with the utilization of Composite and/or MRE record updating?	NA	0	1	2	3	4	5	
a. Rate your satisfaction with substitution rules for Composites and MRE’s.	NA	0	1	2	3	4	5	
b. Rate your satisfaction with the degree of automation.	NA	0	1	2	3	4	5	

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4 = Vendor’s performance in this area was **very good.**

5 = Vendor’s performance in this area was **superior or excellent.**

Question/Topic	Rating (circle one)							Please include comments in the space provided
14. If your staff supports the system, how would you rate the ease of system manageability?	NA	0	1	2	3	4	5	
15. How would you rate your overall satisfaction with vendor support responsiveness?	NA	0	1	2	3	4	5	
a. How would you rate your satisfaction with vendor responsiveness to critical issues?	NA	0	1	2	3	4	5	
b. How would you rate your satisfaction with vendor responsiveness to non-critical issues?	NA	0	1	2	3	4	5	
c. How satisfied have you been with the typical timeframe required by your vendor to completely remediate issues that have arisen with your installation?	NA	0	1	2	3	4	5	

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5 = Vendor’s performance in this area was **superior or excellent.**

Question/Topic	Rating (circle one)							Please include comments in the space provided
d. What has been your longest outage of a critical component that caused degradation in response time, throughput or accuracy with your current version of software? (Scoring: 0 = more than 4 hours; 1 = 3 - 4 hours; 2 = 2 - 3 hours; 3 = 1 - 2 hours; 4 = 5 minutes – 1 hour; 5 = have not experienced an outage of a critical component).	NA	0	1	2	3	4	5	
e. What has been your longest outage of entire system with your current version of software? (Scoring: 0 = more than 2 hours; 1 = 1.5 – 2 hours; 2 = 1 – 1.5 hours; 3 = 0.5 – 1 hour; 4 = 5 minutes – 0.5 hrs; 5 = have not experienced an outage of the entire system).	NA	0	1	2	3	4	5	
16. Please rate the quality and completeness of vendor supplied training.	NA	0	1	2	3	4	5	
a. Please rate the length of time required to train an employee to use the system	NA	0	1	2	3	4	5	

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4 = Vendor’s performance in this area was **very good.**

5 = Vendor’s performance in this area was **superior or excellent.**

Question/Topic	Rating (circle one)							Please include comments in the space provided
b. Please rate the employee remedial training requirements due to the complexity of the system	NA	0	1	2	3	4	5	
17. Please rate the quality and completeness of vendor supplied documentation.	NA	0	1	2	3	4	5	
18. Please rate the quality of vendor customization.	NA	0	1	2	3	4	5	
19. Please rate your satisfaction with the vendor commitment to meeting contractual obligations.	NA	0	1	2	3	4	5	
20. Please rate your satisfaction with the level of system security measures your vendor has provided.	NA	0	1	2	3	4	5	

The New York State Department of Criminal Justice Services (DCJS) sincerely thanks you for participating in this survey. We appreciate the time and energy you have taken to respond to our request for this information.

Please e-mail these surveys to the NYSDCJS Procurement Office by Need to fill in date. The e-mail address is Procurement.Officer@dcjs.state.ny.us. If you have questions about the survey, you may contact the NYS DCJS Procurement Office at the above mentioned e-mail address.

Appendix J

SABIS Informational Tables

Table 1 – DCJS CCH/SABIS Messaging Table

Messaging Requirements

Background

DCJS' current messaging system with their legacy SAFIS system is message intensive, and DCJS identification processing therefore has multiple potential points of failure therein. DCJS will require less interaction with the SABIS, but the types of interaction will consist of data transfers or messages such as these:

From DCJS CCH to SABIS

- (1) Transaction Request
- (2) MRE Status
- (3) NYSID Status – This message contains the current status of a NYSID, and all demographic and biographical data for SABIS for a NYSID.
- (4) Final Identification Results

From SABIS to DCJS CCH

- (5) Transaction Response
- (6) MRE Status Response
- (7) NYSID Status Response
- (8) File Status Response (for the final identification results) – include TOT of TRANCLSD.
- (9) SABIS File maintenance notice (unsolicited message, for example as fingerprint patterns or finger quality are modified)
- (10) NYSID Search Results
- (11) Tenprint Acquisition Message

New York State has already in existence a resource document known as the *Statewide Criminal Justice Data Dictionary* which establishes standards to be used for the electronic transfer of data elements between criminal justice agencies. These standards specify the format, size, data type, and allowable values for each field. Agencies may store and maintain information in any way that meets their needs so long as they apply the established standards when they electronically transfer data. As the informational needs of criminal justice agencies change, the *Dictionary* is updated to reflect identified requirements. The *Dictionary* is presently in its *Tenth Edition*². **Table 1.b. – DCJS CCH/SABIS Messaging – Data Field Formatting** in this RFP denotes whether each respective proposed field for this project conforms to the standard. Fields covered will make reference to the standard with the notation “*See Data Dictionary*”.

For the list of data fields that DCJS expects to utilize in the interactions with SABIS, refer to the Field Names in the following table. DCJS desires to make no or minimal changes to the data exchanged with the SABIS as per the proposed data/Field Names listed and proposed mandatory fields.

² To obtain a copy of the *Dictionary*, check the DCJS web site at criminaljustice.state.ny.us/crimnet/pubs.htm.

Table 1.a. – DCJS CCH/SABIS Messaging Table – Data Field Inclusion for each Message

The table below depicts which data fields (by Field Name) are mandatory or conditional fields for inclusion in each respective type of message between the DCJS CCH system and the SABIS.

For those fields that are conditionally required for inclusion in a message, a notation number corresponds to the condition when a data field must be in a message.

Proposed Data Field formatting is provided in Table 1.b.- DCJS CCH/SABIS Messaging- Data Field Formatting

Field Name	CCH messages to SABIS				SABIS messages to CCH						
					Response Messages to CCH				Unsolicited Messages to CCH		
	Transaction Request	MRE Status Message	NYSID Status	Final Identification	Transaction Response	MRE Status Response	NYSID Status Response	File Status Response	SABIS File Maintenance Notice	NYSID Search Results	Tenprint Acquisition Message

Transaction ID (TCN)	M	M		M	M			M			M
Type of Transaction (TOT)	M	M	M	M	M	M	M	M	M	M	M
Priority	M	M	M	M	M	M	M	M	M	M	M
Finger Print Image Records	*1										*1
Signature Image Record	*2										*2
Palm Print Image Records	*2								*2		*2
Date/Time	M	M	M	M	M	M	M	M	M	M	M
Candidates	*2										
NYSID											
NS-Score											
Field Hit Indicator											
FBI Indicator											
SSN Indicator											
Contributor ORI	M										*2
Arrest No	*2										
CJTN	*2										
Fax No	*2										

Key for inclusion information for each tagged field:

M = Mandatory, 1 = This data is mandatory for any request to the SABIS that requires fingerprint images.

2 = This data is sent if it is available for the respective transaction

Table 1.a. – DCJS CCH/SABIS Messaging Table – Data Field Inclusion for each Message (continued from previous page)

Field Name	CCH messages to SABIS				SABIS messages to CCH						
					Response Messages to CCH				Unsolicited Messages to CCH		
	Transaction Request	MRE Status Message	NYSID Status	Final Identification	Transaction Response	MRE Status Response	NYSID Status Response	File Status Response	SABIS File Maintenance Notice	NYSID Search Results	Tenprint Acquisition Message

Subject Name	*2										
Last Name First Name Middle Name											
NYSID		M		M	M	M	M	*2	M	M	M
Race	M										
Gender	M										
Ethnic Origin	*2		*2	*2							
Crime Group			M	M							
Counties of Activity			M	M							
Subject Date of Birth	M		M	M							
Latest Year of Birth			M	M							
Oldest Year of Birth			M	M							
Latent-Search-Ineligible Indicator	M		M	M							
SABIS Update Ineligible Indicator	M			M							
TPULF Eligible Indicator	M			M							
Event Count			M	M							
Resubmission Indicator	M										
Non-Rejectable Indicator	M										

Key for inclusion information for each tagged field:

M = Mandatory, 1 = This data is mandatory for any request to the SABIS that requires fingerprint images.

2 = This data is sent if it is available for the respective transaction

Table 1.a. – DCJS CCH/SABIS Messaging Table – Data Field Inclusion for each Message (continued from previous page)

Field Name	CCH messages to SABIS				SABIS messages to CCH						
					Response Messages to CCH				Unsolicited Messages to CCH		
	Transaction Request	MRE Status Message	NYSID Status	Final Identification	Transaction Response	MRE Status Response	NYSID Status Response	File Status Response	SABIS File Maintenance Notice	NYSID Search Results	Tenprint Acquisition Message

Transaction Source	M										
Comments	*2										
Image Size Override Indicator	*1										
Image Quality Override Indicator	*1										
Finger Positioning Override	*1										
Finger Classification Finger Number Pattern First Reference Second Reference	*2		M		M			M	M		
Coder Quality Visual Quality			M M		M M		M M	M M	M M		
Reject Indicator					*2	*2	*2	*2			
Rejection Reason					*2	*2	*2	*2			
Operator ID									M	M	M
Candidate List:					*2					M	
NYSID					*2					M	
Candidate Identification Indicator					*2					M	
Candidate SABIS Score					*2					M	

Key for inclusion information for each tagged field:

M = Mandatory, 1 = This data is mandatory for any request to the SABIS that requires fingerprint images.

2 = This data is sent if it is available for the respective transaction

Table 1.b. - DCJS CCH/SABIS Messaging - Data Field Formatting

Field Name	Type	Occurrences	Size: Min/ Max**	Format and/or Examples of Content
Transaction ID (TCN)	N	1	7/38	
Type of Transaction (TOT)	AN	1	3/8	A couple examples: TRANCLSD (for indicating a transaction has been completed on the SABIS) REJECTED (in a response, for a request that was rejected)
Finger Print Image Records	See Table 1.c. Fingerprint Image Records			
Signature Image Record	See Table 1.e. Signature Image Records			
Palm Print Image Records	See Table 1.d. Palm Print Image Records			
Date/Time	N	1	19	Format for XML NIEM is YYYY-MM-DDThh:mm:ss ³ Note: All components are required!"
Candidates	A	0/15		
NYSID	N	1	8	
NS-Score	N	0/1	3	
Field Hit Indicator	N	0/1	1	"Y" or "N"
FBI Indicator	N	0/1	1	"Y" or "N"
SSN Indicator	N	0/1	1	"Y" or "N"
Contributor ORI	AN	1	9	
Arrest No	ANS	0-1	4/12	
CJTN	AN	0-1	9	
Fax No	AN	0-1	13	
Subject Name	A	0/2		
Last Name	A	1	1/35	
First Name	A	1	1/25	
Middle Name	A	0/1	1/25	

³ YYYY indicates the year; MM indicates the month; DD indicates the day; T indicates the start of the required time section; hh indicates the hour; mm indicates the minute; ss indicates the second

Type = A(lphabetic) => space, A-Z (upper case only), B(inary)
 N(umeric) => 0 thru 9, decimal point whenever
 S(pecial) => some Special Characters also allowed

** If two values are given, they are the minimum and maximum allowed

Table 1.b. - DCJS CCH/SABIS Messaging - Data Field Formatting (continued from previous page)

Field Name	Type	Occurrences	Size: Min/ Max**	Format and/or Examples of Content
NYSID	N	0/1	8	<i>See Data Dictionary</i>
Race	A	1	1	<i>See Data Dictionary</i>
Sex	A	1	1	<i>See Data Dictionary</i>
Ethnic Origin	A	1	1	<i>See Data Dictionary</i>
Crime Group	AN	0/12	1/12	See Appendix J, Table 3
Crime Category	N	0/32	1/12	See Appendix J, Table 3
Counties of Activity	N	0/65	2/130	See Appendix J, Table 4b
Date of Birth	N	0/1	8	<i>See Data Dictionary</i>
Latest Year of Birth	N	1	4	In YYYY format
Oldest Year of Birth	N	1	4	In YYYY format
Latent-Search- Ineligible Indicator	A	1	1	“Y” or “N”
SABIS Update Ineligible Indicator	A	1	1	“Y” or “N”
Event Count	N	1	3	
Priority	N	1	1	1-Criminal 2-Civil 3-Self Search Etc...
Resubmission Indicator	AN	1	2	R - Resubmission
Non-Rejectable Indicator	A	1	1	“Y” or “N”
Transaction Source	A	1	1	1 – Livescan 2 - Cardscan 3 - Hardcopy
Comments	ANS	0-1	0/100	Any displayable and printable ASCII characters
Image Size Override Indicator	AN	1	42	“Y” or “N”
Finger Number	N	14	2	
Override Action	A	14	1	
Image Quality Override Indicator	A	14	1	“Y” or “N”
Finger Positioning Override	AN	1	30	
Finger Number	N	10	2	
Override Number	A	10	1	

Type = A(lphabetic) => space, A-Z (upper case only), B(inary)

N(umeric) => 0 thru 9, decimal point whenever

S(pecial) => some Special Characters also allowed

** If two values are given, they are the minimum and maximum allowed

Table 1.b. - DCJS CCH/SABIS Messaging - Data Field Formatting (continued from previous page)

Field Name	Type	Occurrences	Size: Min/ Max**	Format and/or Examples of Content
Finger Classification	AN	2/10		
Finger Number	N	1	1/2	
Pattern	A	1	1	
First Reference	A	0/1	1	
Second Reference	A	0/1	1	
Coder Quality	A	10	1	G- good F- Fair P- poor M- Missing or amputated U- Unusable
Visual Quality	A	10	1	G- good F- Fair P- poor M- Missing or amputated U- Unusable
Reject Indicator	A	1	1	“Y” or “N” or “T” (tentative)
Rejection Reason	N	0/10	4	Provided by DCJS as a table with rejection reasons and their corresponding literal meaning
Operator ID	A	1	6-12	
Candidate List:		0/50		
NYSID	N	1	8	<i>See Data Dictionary</i>
Candidate Identification Indicator	A	1	1	1 - Sure Hit 2 - Hit 3 - No Hit 4 - Pattern Eliminated
Candidate SABIS Score	N	0/1	4	

Type = A(lphabetic) => space, A-Z (upper case only), B(inary)

N(umeric) => 0 thru 9, decimal point whenever

S(pecial) => some Special Characters also allowed

** If two values are given, they are the minimum and maximum allowed

Table 1.c. Fingerprint Image Records

Sub-Field Name	Type	Occurrences	Size	Value
Impression Type	B	1	1	Binary data
Finger Position	B	1	6	Binary data
Image Scanning Resolution	B	1	1	Binary data
Horizontal Line Length	B	1	2	Binary data
Vertical Line Length	B	1	2	Binary data
Grayscale Compression Algorithm	B	1	1	Binary data
Image Data	B	1	0	Binary data

Table 1.d. Palm Print Image Records

Sub-Field Name	Type	Occurrences	Size	Value
Impression Type	A	1	2	
Capture Date	N	1	8	
Horizontal Line Length	N	1	4/5	
Vertical Line Length	N	1	4/5	
Scale Units	N	1	2	
Horizontal Pixel Scale	N	1	3/5	
Vertical Pixel Scale	N	1	3/5	
Compression Algorithm	A	1	5/7	
Bites Per pixel	N	1	2/3	
Palm Print Position	N	1	2/3	
Image Data	B	1	0	Binary Data

Table 1.e. Signature Image Records

Sub-Field Name	Type	Occurrences	Size	Value
Signature Type	B	1	1	Binary Data
Signature Representation Type	B	1	1	Binary Data
Image Scanning Resolution	B	1	1	Binary Data
Horizontal Line Length	B	1	2	Binary Data
Vertical Line Length	B	1	2	Binary Data
Image Data	B	1	0	Binary Data

Table 2. a. – DCJS Tenprint Fingerprint Transaction Priorities

Based on the type of DCJS’ Tenprint Fingerprint Transactions all respective SABIS Tenprint processing for each transaction will have a consistent priority throughout the transaction’s lifecycle on the SABIS. This includes prioritization of all processing from the origination of the transaction on the SABIS to the Transaction Response delivery to the DCJS CCH. The Transaction Response includes the SABIS identification results.

Priority	Type of Fingerprint Transaction	Description
1	CARARR	Criminal Arrest or Desk Appearance Submissions
	CARCIR CARJDR	Criminal Inquiry Submissions Juvenile Delinquent Submissions
	CARADM CARSUP	Incarceration Admissions Parole/Probation Submissions
2	MAPCIV CARSOR DEUDEC	Non-Criminal/Civil Submissions Sex Offender Registry Submissions Deceased Person Submissions

Table 2. b. – Proposed SABIS Transaction Priorities

The table below depicts the priority of other SABIS Tenprint and Latent processing, which is unrelated to the search and identification timeline for a fingerprint transaction.

Priority	Type of Tenprint Identification Transaction	Description
1	INSERT	Insert of a new target record/subject in the SABIS target database
2	ULTPSA	Highest Priority Unsolved Latent/Tenprint search
3	ULTPSB	High Priority Unsolved Latent/Tenprint search
3	UPDATE	Update of a target database record or image
3	DELETE	Deletion of all target database data and images for a NYSID
3	MREDELETE	Request from DCJS CCH or a SABIS workstation request to delete all target database data for a MRE
4	REVIEW	Request from DCJS CCH to SABIS to review the current status of a NYSID versus that NYSID's status on the SABIS, and to update the SABIS target databases to reflect the current status of the NYSID
4	ULTPSC	Low Priority Unsolved Latent/Tenprint search
4	TPULFT	Tenprint/Unsolved Latent search for Tenprint Transaction
5	TPULFM	Tenprint/Unsolved Latent search for File Maintenance transaction.
5	SIDTPTP	Any Tenprint search where the transaction source identifier is a NYSID from the target database and not a TCN
9	PURGETP	Request from DCJS CCH to SABIS or from a SABIS workstation to SABIS purge all transaction files, queues and database record of a transaction except that data which may be in the audit system.

Table 3 Crime Type Codes

Data Element	Size	Type	Edit Rules/Values	Description
Crime-Category	2	Numeric	See Allowable Crime Codes Below	Indicates a Crime Category for which the individual has had some level of activity

Crime Codes

Code	Category
1	Burglary
2	Active Parolee
3	Juvenile Delinquent
4	Juvenile Offender
5	Sex Crime
6	Public Lewdness
7	Robbery
8	Forgery
9	Criminal Possession of Drugs
10	Criminal Sale of Drugs
11	Possession of Drug Paraphernalia
12	Prostitution
13	< 25 yrs. old w/FP supported Criminal Activity
14	Aggravated Assault
15	Police/Peace Officer Job Applicant
16	Criminal Trespass
17	Weapons (all of CPL 265)
18	Criminal Possession of Stolen Prop
19	Grand Larceny (Auto)
20	Grand Larceny (Non-Auto)
21	Homicide and Manslaughter
22	Arson
23	Patronizing a Prostitute
24	New Other
25	Undefined
26	Undefined
27	Undefined
28	Undefined
29	Undefined
30	Undefined
31	Undefined
32	Unknown

Crime Groups

Group	CCH Numeric Code	Current SAFIS System Alpha Code	Categories
Burglary	1	B	1 – Burglary 8 – Forgery 16 – Criminal Trespass 18 - Criminal Possession of Stolen Prop 19 - Grand Larceny (Auto) 20 - Grand Larceny (Non-Auto)
Sex	2	S	5 – Sex Crimes, excl. Pub. Lewd. 6 - Public Lewdness 12 - Prostitution 23 - Patronizing a Prostitute
Drug	3	D	9 - Criminal Possession of Drugs 10 - Criminal Sale of Drugs 11 - Possession of Drug Paraphernalia
Violent	4	V	7 - Robbery 14 - Aggravated Assault 17 – Weapons Offences 21 - Homicide and Manslaughter 22 - Arson
Under 25	5	Y	13 - < 25 yrs. old w/FP supported Criminal Activity 24 - New Other
Police/Peace	6	P	15 - Police/Peace Officer Job Applicant
Other	7	X	2 - Active Parolee 32 - Other

Table 4a Latent Crime Regions

CODE	Description	Counties
0	Local County	Local County
1	Local and Adjacent Counties	Variable
A	Western	02,04,06,14,31,63,64,65
B	Out of State E	02,03,04,06,07,12,30,35,42,43,50,52,62,63,64,65
C	Out of State S	09,10,13,15,29,39,41,51,57,59,63,64,65
D	Mid State	03,05,08,11,21,22,24,26,32,33,37,38,53,54,63,64,65
E	Finger Lakes	07,18,25,27,34,36,48,49,50,58,60,61,63,64,65
F	Hudson River West	35,43,52,55,63,64,65
G	Central	01,09,10,12,15,16,17,19,20,28,41,44,45,46,47,56,57,63,64,65
H	NYC Area 1	23,29,30,40,42,51,62,63,64,65
I	NYC Area 2	23,30,35,40,42,43,59,62,62,63,64,65
J	NYC Area 3	23,29,30,35,39,40,42,51,59,62,63,64,65
K	Hudson River East	13,39,59,63,64,65
L	All Counties	01 through 65
M	NYC Area 4	43,59,63,64,65
N	NYC Area 5	23,29,51,63,64,65
S	NYC Area 6	40,42,63,64,65
P	NYC Area 7	23,40,42,62,63,64,65
Q	NYC Area 8	23,29,30, 40,42,43,51,59,62,63,64,65

Table 4b County Codes

County Code	County Name	County Code	County Name
01	Albany	34	Onondaga
02	Allegany	35	Ontario
03	Bronx	36	Orange
04	Broome	37	Orleans
05	Cattaraugus	38	Oswego
06	Cayuga	39	Otsego
07	Chautauqua	40	Putnam
08	Chemung	41	Queens
09	Chenango	42	Rensselaer
10	Clinton	43	Richmond
11	Columbia	44	Rockland
12	Cortland	45	Saint Lawrence
13	Delaware	46	Onondaga
14	Dutchess	47	Ontario
15	Erie	48	Orange
16	Essex	49	Schuyler
17	Franklin	50	Seneca
18	Fulton	51	Steuben
19	Genesee	52	Suffolk
20	Greene	53	Sullivan
21	Hamilton	54	Tioga
22	Herkimer	55	Tompkins
23	Jefferson	56	Ulster
24	Kings	57	Warren
25	Lewis	58	Washington
26	Livingston	59	Wayne
27	Madison	60	Westchester
28	Monroe	61	Wyoming
29	Montgomery	62	Yates
30	Nassau	63	Out of State
31	New York	64	Out of Country
32	Niagara	65	All
33	Oneida	99	Unknown

Table 5 DCJS Projected Growth – Tenprint Target Subjects Identification Target Database

Growth Statistics		
Year	Database Size # of Individuals	Throughput Volume # of Tenprint Transaction Per Year
2009	8,700,000	1,388,313
2010	9,248,234	1,436,544
2011	9,806,568	1,488,084
2012	10,375,346	1,543,242
2013	10,950,378	1,587,202
2014	11,531,765	1,634,594
2015	12,119,596	1,685,760
2016	12,713,985	1,741,201
2017	13,315,038	1,801,354
2017	13,922,862	1,843,879
2019	14,537,566	1,888,125
2020	15,159,260	1,934,182
2021	15,788,059	1,982,144
2022	16,424,379	2,033,111
2023	17,068,043	2,085,207
2024	17,719,170	2,139,514
2025	18,377,883	2,196,180
2026	19,044,306	2,255,300
2027	19,718,566	2,317,016
2028	20,275,803	2,378,732

The annual averages during the past three (3) calendar years for transactions are as follows:

Type of Transaction	Year	Percentage
Criminal Submissions (as a percentage of the total number of submissions)	2007	57
	2006	61
	2005	62
Criminal Ident Rate	2007	72
	2006	71
	2005	70
Civil Ident Rate	2007	44
	2006	43
	2005	38

Table 6 Latent Projected Growth

Year	Unsolved Tenprint/Latent Target Database – Number of Images	Known Palmprint Target Database – Number of Images	Known Palmprint Target Database – Number of People	Unknown Palmprint Target Database – Number of Images
2008	120,000			
2009	122,500	2,800,000	700,000	97,000
2010	125,000	3,200,000	800,000	127,000
2011	127,500	3,400,000	800,500	152,000
2012	130,000	3,550,000	887,500	167,000
2013	132,500	3,700,000	925,000	175,000
2014	135,000	3,950,000	987,500	180,000
2015	137,500	4,200,000	1,050,000	185,000
2016	140,000	4,500,000	1,125,000	190,000
2017	142,500	4,800,000	1,200,000	195,000
2018	145,000	5,100,000	1,275,000	200,000
2019	147,500	5,400,000	1,350,000	205,000
2020	150,000	5,750,000	1,437,500	210,000
2021	152,500	6,100,000	1,525,000	215,000
2022	155,000	6,450,000	1,612,500	220,000
2023	157,500	6,800,000	1,700,000	225,000
2024	160,000	7,200,000	1,800,000	230,000
2025	162,500	7,600,000	1,900,000	235,000
2026	165,000	8,000,000	2,000,000	240,000
2027	167,500	8,400,000	2,100,000	245,000
2028	170,000	8,800,000	2,200,000	250,000

Table 7 SAFIS Regional Sites

Western Region

Erie County Central Police Services - Buffalo
Chautauqua County Sheriffs Office - Mayville

Finger Lakes Region

Monroe County Sheriffs Office - Rochester
Rochester Police Department

Midstate Region

Syracuse Police Department
Onondaga County Center for Forensic Services - Syracuse
Oneida County Sheriffs Office - Oriskany
Binghamton Police Department

Central Region

DCJS - Albany
State Police - Albany

Hudson River – West Region

Rockland County Sheriffs Office - New City

Hudson River - East Region

Westchester County Department of Public Safety - Hawthorne

New York City Region

NYPD Major Crime
NYPD Manhattan
NYPD Bronx
NYPD Kings
NYPD Queens
NYPD –Staten Island
US DEA- Northeast Lab

Nassau County Region

Nassau County Police Department - Mineola

Suffolk County Region

Suffolk County Police Department - Yaphank

Table 8 DIGISCAN Sites

Downstate Reception Center Fishkill (1 Reception , 2 DNA)

Ulster Reception Center (1 Reception , 2 DNA)

Clinton Reception Center (1 Reception)

Wende Reception Center (1 Reception)

Bedford Hills Correctional Facility (1 Reception , 1 DNA)

Elmira Correctional Facility (1 Reception , 1 DNA)

Edgecombe Correctional Facility - Bronx -(1 Reception)

Sites scheduled for Installation

Albion Correctional Facility (1 Reception)

Auburn Correctional Facility (1 Reception)

Watertown Correctional Facility (1 Reception)

Table 9 1,000 DPI Transition

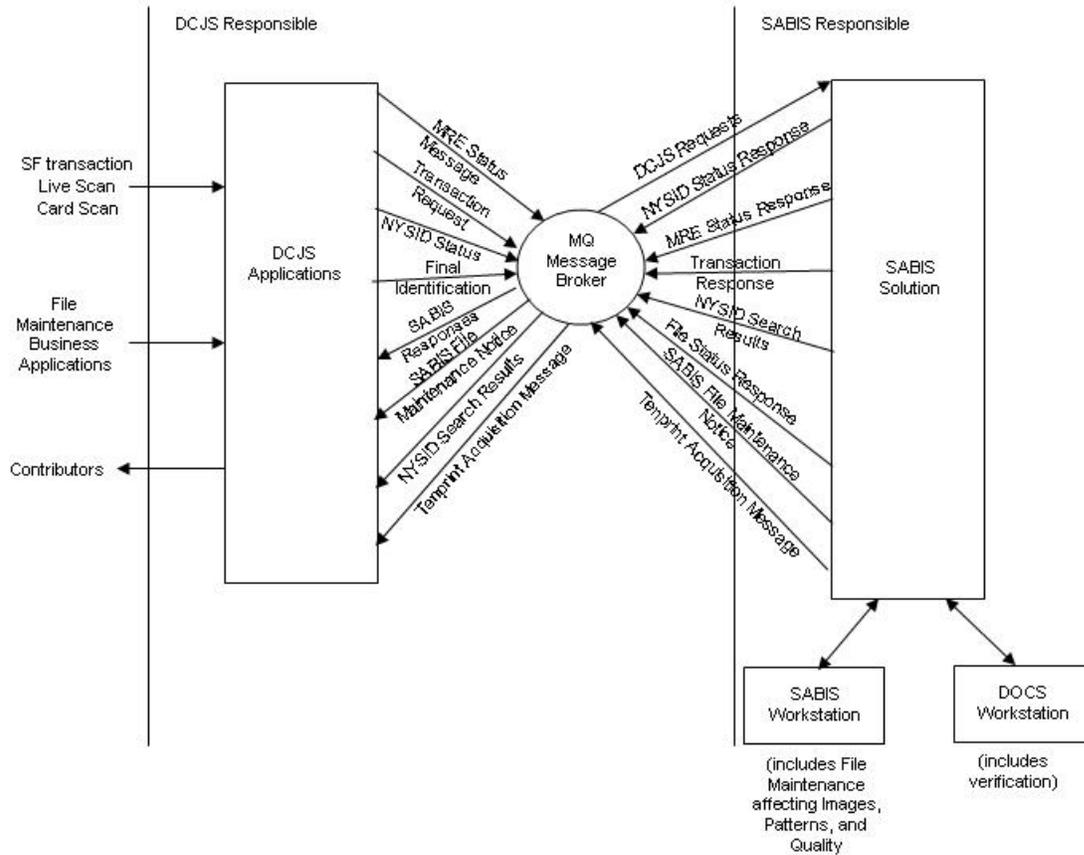
Estimated Transition from 500 DPI to 1,000 DPI Capture

Year	500 DPI	1,000 DPI
2011	100%	0%
2012	90%	10%
2013	70%	30%
2014	50%	50%
2015	30%	70%
2016	10%	90%
2017	0%	100%

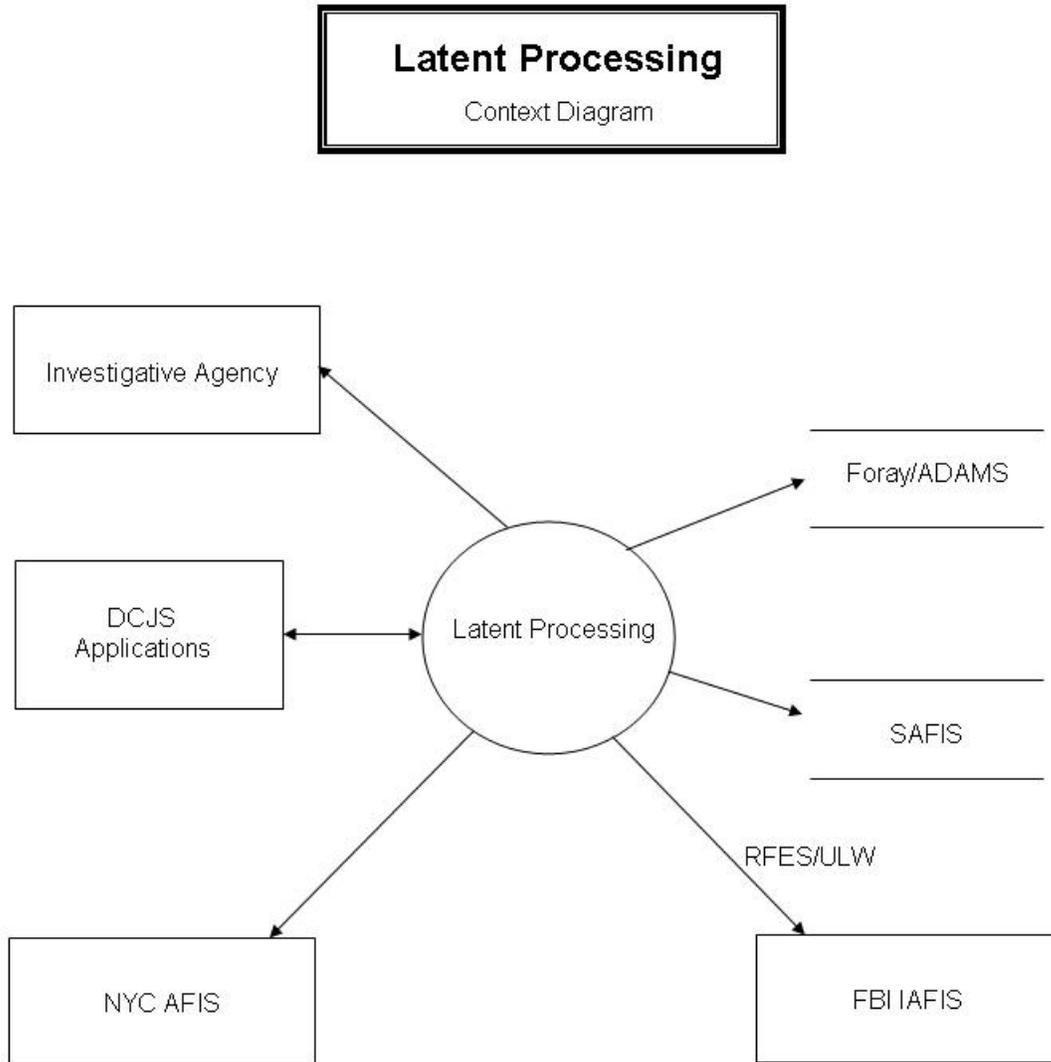
Appendix K

Diagrams

Proposed High-Level Messaging Design



Latent Processing Diagram



Appendix L

Current SAFIS Hardware

Appendix L – Current SAFIS Hardware Inventory

The Inventory totals include:

- (41) Latent Workstations Statewide
- (21) Tenprint workstations at Central Site (DCJS) (13 Acquisition & 8 Verification)
- (4) Latent Workstations at Central Site
- (13) GSP-MetaMorpho Workstations at Central Site
- (16) Digiscan Authentication Workstations at seven Remote Sites (Fishkill, Ulster, Elmira, Bedford, Wende, Albion, Watertown, Auburn, Clinton and Edgecomb (Bronx))
- (30) Core SAFIS Servers
- (22) Tenprint Matchers
- (28) Latent Matchers
- (4) Unsolved Latent Matchers
- Full SAFIS Test Bed (14 Units)

Tenprint	Function	Total Workstations	Total Scanners	Total Printers
SAFIS	Acquisition Workstation	13	13	
SAFIS	Verification Workstation	8	0	4*
GSP	Control Workstation	13		3**
Digiscan	Authentication	16		

Note:	SAFIS Tenprint workstations are RS6000 Model #7043-150.
	10 GSP workstations are Dell Dimension 8400 modified to work with Windows NT, the others are Gateway Model 4600SE
	Digiscan are Dell PC based.

* - Lexmark Optima S1855 Series

** - HP Color Laserjet 4600hdn

Appendix L – Current SAFIS Hardware
Latent Print Processing Sites

Latent Site	Function	Total Workstations	Total Scanners	Total Printers
NYC (Manhattan (2), Brooklyn, Queens, Bronx, Staten Island)	Acquisition	6	6	6
	Verification	11		
Nassau	Acquisition	1	1	1
	Verification	1		
Suffolk	Acquisition	1	1	1
	Verification	1		
Westchester	Acquisition	1	1	1
	Verification	1		
Rockland	Acquisition	1	1	1
	Verification	1		
Syracuse	Acquisition	1	1	1
	Verification	1		
Monroe	Acquisition	1	1	1
	Verification	1		
Erie County	Acquisition	1	1	1
	Verification	1		
NY State Police	Acquisition	1	1	1
	Verification	1		
Rochester	Acquisition	1	1	1
Binghamton	Acquisition	1	1	1
Oneida	Verification	1		
DCJS	Acquisition	2	2	2
	Verification	2		
Onondaga	Acquisition	1	1	1
DEA	Acquisition	1	1	1
Chautauqua	Acquisition	1	1	1
Total	Acquisition	21	21	21*
	Verification	22		

* - HP 2550N Series Color Laserjet Printers

Appendix L – Current SAFIS Hardware
 Test bed Equipment (also used for Training)

Test bed ID	Type
TB1	TP-CC, GCM, SC & MT IBM RS-6000 7043-150
TB2	TP-DIRS, MC, SC & MT IBM RS-6000 7043-150
TB3	DMS & Coder IBM RS-6000 7043-150
TB4	LT-CC, GCM 7 dirs IBM RS-6000 7043-140
TB5	LT Workstation IBM RS-6000 7043-140
TB6	TP Workstation IBM RS-6000 7043-150
TB7	LT/UL – SC0 & MT IBM RS-6000 7043-140
TB8	LT/UL – SC1 & MT IBM RS-6000 7043-140
TB9	Digiscan
TB10	Report Server IBM RS-6000 7043-150
TB12	GSP IBM RS-6000 7026 B-80
TB13	GSP Workstation Gateway 4600SE
TB14	GSP Coder Gateway 4600SE
TB15	GSP Workstation Dell Dimension 8300

Control Equipment – All IBM RS-6000 Series

Server Name	Type
DMS	Model # 7025-F50
Warm DMS	Model # 7025-F50
CXL CC	Model # 7025-F40
CXL DIRS	Model # 7025-F50
IXL CC	Model # 7025-F50
IXL DIRS	Model # 7025-F50
GCM	Model # 7043-140
Report Server	Model # 7043-150
Matcher Reorg 1	Model # 7043-150
Matcher Reorg 2	Model # 7025-F50
GSP - 3	Model # 7026-6H1
1 IXL Matcher Controller	Model # 7043-150
2 IXL String Controller	Model # 7043-150
1 CXL Matcher Controller	Model # 7043-150
2 CXL String Controller	Model # 7043-150
1 UL Matcher Controller	Model # 7043-150

Appendix L – Matchers and Coders

Coders	Platform	Total	Type
	AIX	8	IBM RS6000-7043-150
	NT	6	4- Gateway 4600SE 2 – Dell Dimension 8300
Matchers	Function	Total	
	Latent	28	IBM RS6000-7043-140
	UMC	4	IBM RS6000-7043-140
	Tenprint	22	IBM RS6000-7043-150

Appendix M

Change Request Form

**Appendix M
Change Request Form**

1. Description of Requested Change:
2. Reason/Justification for Change:
3. Additional or Deleted Tasks or Deliverables Required by Change:
4. Additional or Deleted Cost and/or Timeframes Required by Change:

The signatures below represent that the New York State Division of Criminal Justice Services and **(insert Offerer/vendor company name)** are in agreement with the above change(s) to the project deliverables for the SABIS Service Agreement.

New York State Division of Criminal Justice Services	(insert Offerer/vendor company name)
Name (Print):	Name (Print):
Signature:	Signature:
Title:	Title:
Date:	Date:

Appendix N

Glossary

Abbreviation Definitions

Abbreviation	Definition
ABIS	Automatic Biometric Identification System
ACL	Access Control List
ADAMS	Authenticated Digital Asset Management System
AES	Advanced Encryption Standard - Currently in development by the federal government.
AFIS	Automated Fingerprint Identification System
AFIT	Advanced Fingerprint ID Technology
AGC	Automatic Gain Control
AIRS	Automated Incident Report System
ALFS	Aid to Localities Fiscal System
ALI	Automatic Location Identification
ANI	Automatic Number Identification
ANSI	American National Standards Institute
AOR	Area of Operation
API	Application Program Interface
ASCII	American Standard Code for Information Interchange
ASTM	American Society for Testing and Materials
AVIS	Advanced Verification and Identification System
B2B	Business to Business
BAT	Biometric Automated Toolset
BEE	Biometric Experimentation Environment
BEFF	Biometric Exchange Formats Framework
BER	Bit Error Rate
BI	Business Intelligence
BI/O	Biometric Interoperability
BPO	Business Process Outsourcing
BRR	Backup-Recovery-Restore
CAC	Common Access Card
CAR	Criminal, Answer required
CASE	computer-aided system engineering
CBEFF	Common Biometric Exchange Format
CCH	Computerized Criminal History System
CD-ROM	Compact Disc media, read-only memory with a computer data capacity of 650 MB (Megabytes) and compatible with ISO-9660.
CFR	Code of Federal Regulations
CHR	Criminal History Record
CIA	Central Intelligence Agency
CJIS	Criminal Justice Information Services

Abbreviation	Definition
CLE	Certified Latent Examiner
CoE	Center of Excellence
COTS	Commercial Off-the-Shelf
CPR	FBI Photo Services
CPU	central processing unit
CRM	Customer Relationship Management
CSR	Customer Service Representative
DBA	database administrator
DC	District of Columbia
DCJS	Division of Criminal Justice Services
DES	Digital Encryption Standard
DHS	Department of Homeland Security
DMS	Database Management System
DOB	Division of the Budget (NYS)
DOCS	Department of Correctional Services
DOD	Department of Defense
DOJ	Department of Justice
DOS	Department of State
DOT	Department of Transportation (NYS)
dpi	dots per inch
DTF	Department of Taxation and Finance (NYS)
DSS	Data Synchronization Service
EAI	Enterprise Application Integration
EBTS	Electronic Biometric Transmission Specification
EFTS	Electronic Fingerprint Transmission Specification
EJB	Enterprise JavaBeans
EMI	Electromagnetic Interference
EMR	Electromagnetic Radiation
ERP	Enterprise Resource Planning
ESD	Electrostatic Sensitive Devices
ETIS	Enhanced Terrorist Identification Service
F&A	Finance and Accounting
FBI	Federal Bureau of Investigation
FCC	Federal Communications Commission
FDMA	Frequency Division Multiple Access
FFL	Federal Firearms Licensee
FIPS	Federal Information Processing Standard
FOC	Full Operating Capability or Final Operational Capability
FPQU	Fingerprint Quality Upgrade
GAO	Government Accountability Office

Abbreviation	Definition
Gbps	Gigabytes per second
GJXDM	Global Justice XML Data Model
GPS	Global Positioning System
GUI	graphical user interface
GSP	Gateway Service Provider
HR	Human Resources
IAFIS	Integrated Automated Fingerprint Identification System (FBI)
ICE	Immigration and Customs Enforcement
IDENT	Automated Biometric Identification System (DHS)
iDSM	interim Data Sharing Model
III	Interstate Identification Index (FBI)
IJAB	Interactive Justice Advisory Board (NYS)
INS	Immigration and Naturalization Service
IOC	Initial Operating Capability or Initial Operational Capability
IT	Information Technology
ITIM	Information Technology Investment Management
ITSS	Information Technology Support Services
J2EE	Java 2 Enterprise Edition
JABS	Joint Automated Booking System
JPEG	Joint Photographic Experts Group – Establish standards for data compression typically used in large image files.
JRIES	Joint Regional Information Exchange System
kbps	Kilobits per second
kHz	Kilo-Hertz
LAN	local area network
LEO	Law Enforcement Online
LINCS	The “Long-distance Intercity Network Communications System,” New York State’s internal long distance voice/data switching network.
LFP	Latent Fingerprint
LPP	Latent Palm Print
Mbps	Megabytes
MHz	Mega Hertz
MIS	management information system
MISI	Multi-Agency Information Sharing Initiative
MRE	Multiple Registration Events
NAS	National Alert System
NCHIP	National Criminal History Improvement Program
NCIC	National Crime Information Center
NFIQ	NIST Fingerprint Image Quality

Abbreviation	Definition
NGI	Next Generation Identification
NICS	National Instant Background Check System
NIEM	National Information Exchange Model
NIF	Not In File
NIST	National Institute of Standards and Technology
NPPS	National Palm Print System
NSTC	National Science Technology Council
NYeNET	New York State government's high-speed communications carrier whose fiber optic backbone follows the routes of the State's major highways. The NYeNET is fiber infrastructure capable of transporting data, voice and video providing a statewide Internet.
NYCPD	New York City Police Department
NYPD	New York Police Department
NYS	New York State
NYSID	New York State Identification Number
NYSP	New York State Police
NYSPIN	New York Statewide Police Information Network
OFT	Office for Technology (NYS)
OM	Operations Management
OMB	Office of Management and Budget
OMH	Office of Mental Health (NYS)
ORI	Originating Agency Identifier
OTDA	Office of Temporary and Disability Assistance (NYS)
PC	personal computer
PDA	personal digital assistant
PCN	Process Control Number
PM	Project Manager or Program Manager
PMO	Program Management Office
PP	Palmprint
PPD	Palmprint Database
QA	Quality Assurance
RAP	Report of Arrest and Prosecution
RDBMS	relational data base management system
RFI	Request for Information
RFP	Request for Proposal
RFQ	Request for Quotation
RISS	Regional Information Sharing System
RUP	Rational Unified Process
SAFIS	Statewide Automated Fingerprint Identification System

Abbreviation	Definition
SAN	Storage Area Network
SCM	Supply Chain Management
SDLC	Software Development Lifecycle
SID	State Identification Number
SIP	Strategic Implementation Planning
SMT	Scars, Marks, Tattoos, and Other Characteristics
SNMP	Simple Network Management Protocol
SOA	Service Oriented Architecture
SRT	Remote Search Results
SSG	Standard Systems Group
TCN	Transaction ID
TCP/IP	Transmission Control Protocol/Internet Protocol
TDB	Temporary database
TFT	Thin Film Transistor as relates to LCD screens
TOT	Type of transaction
TP/TPID	Tenprint to Tenprint Identification
TP	Tenprint
TPDB	Tenprint Database
TPIS	Tenprint Fingerprint Image Searches
TPS	Tenprint Fingerprint Searches
ULFD	Unsolved Latent Fingerprint Database
ULPD	Unsolved Latent Palm print Database
VQU	Visual Quality Image Upgrade
WAN	wide area network
WCB	Worker's Compensation Board (NYS)
WSQ	Wavelet Scalar Quantization
XCBF	XML Common Biometric Format
XML	Extensible Markup Language
Y2K	Year 2000
YOB	Year of Birth

Search Abbreviations	
TP/TPDB	Tenprint Record to Tenprint Database Search
TP/ULFD	Tenprint Record to Unsolved Latent Fingerprint Database Search
PP/PPD	Palmprint to Palmprint Database Search
PP/ULPD	Palmprint to Unsolved Latent Palmprint Database Search
LFP/TPDB	Latent Fingerprint to Tenprint Database Search
LFP/ULFD	Latent Fingerprint to Unsolved Latent Fingerprint Database Search
LPP/PPD	Latent Palmprint to Palmprint Database Search
LPP/ULPD	Latent Palmprint to Unsolved Latent Palmprint Database Search

Definitions

Term	Definition
Ad hoc report	Report for the special purpose or end presently under consideration.
Autoclass	Assignment of fingerprint pattern designation(s) by SABIS, for each rolled and plain fingerprint image
Bad Identification	An identification where the reply indicates an identification to a person on file when, in fact, the print belongs to another individual, whether or not on file.
Offerer	See Vendor
Biographic	Non fingerprint data relating to an individual which is gathered from textual section of the fingerprint card
Candidate List	A list of NYSID numbers produced by SABIS in response to a search request containing the SABIS assessment of the most likely matching individuals.
Clarification	Utilization of court accepted tools to improve the clarity of a submitted fingerprint image
Completed	The database conversions for the Ten Print and Latent Print System has been accomplished and the hardware and software has been delivered, installed and accepted for the test and production systems; and acceptance testing has been successful, and proven that all base and chosen optional requirements have been met; and the production system has been implemented and all SAFIS processing has been transitioned to the SABIS.
Composite Record	A record containing an individual's set of fingerprints and/or palm print images comprised of the best image for each specific finger or palm image determined from all images for the specific finger or palm print which are associated with multiple event submissions.
Computerized Criminal History System (CCH)	The DCJS system which contains New York State's central repository of history information for criminal justice and civil event processing .
Consolidations	The merging of an individuals records, parts of which were previously maintained under two NYSID numbers, so that the resultant record is maintained under one NYSID number
Contract Effective Date	The date that the Contract is approved by the

	New York State Comptroller.
CXL	Current DCJS database of 10 rolled prints per NYSID
Down Time	See “System Down Time”
Dubious identification	A dubious identification is a potential identification which includes such criteria as (a) Year of birth difference of seven years or more; or (b) low matching scores, or the equivalent. To meet the criteria of a dubious identification, a transaction must match the criteria of (a) or (b).
Duplex	A mode of communications where two channels are used
DXL	Combined CXL/IXL current database.
Elimination records	A fingerprint, or set of fingerprints, of an individual known to an inquiring agency which are submitted along with an unidentified latent print in order to eliminate that person as a suspect in the latent case
Electronic Acquisition	Viewing, cropping, and orientation of incoming electronic fingerprints/palm prints received from outside agencies. This enables searching, sequence checking and processing of the prints.
eJustice	DCJS secure web site, accessed with a standard browser, that was developed to meet the needs of the Criminal Justice community
Exception Processing	Instances where a transaction falls outside what is considered to be normal processing.
Exception Processing Unit	Exception Processing Unit – This unit handles exception processing for two types of transactions: TCN-based and NYSID-based.
Expandability	The ability of the Network to be incrementally enhanced to support, without replacement, the additional system loading necessary to accommodate growth
Filtered name search	Name search process that eliminates candidates based on filters such as pattern non-matches.
Forensic	The use of a multi-modal biometric identification system such as but not limited to, the processing of rolled fingerprint images, slap fingerprint images, palmprint images, and latent print images to investigate and establish evidence for use in a court of law.
Front end Processing	Front End processing is the processing that takes place prior to searching. It includes acquisition, pattern and quality assignment, coding and quality control.

Full Duplex	A mode of communication where two channels are used for simultaneous transmit and receive.
Government Site	Property, structure or facilities owned by a governmental entity, including the State, or any federal, political subdivision, local governmental entity, or public authorities and public benefit corporations, or any sites under the legal control or management of such entities.
Hardcopy Acquisition	Acquiring a hard copy fingerprint/palm print card using an FBI certified scanner. This involves scanning the fingerprints/palm prints for viewing , cropping, and orientation for processing as well as searching purposes .
High name search score	A DCJS defined value where the result from a name search is very certain to be an identification.
Histogram	A graphical display of tabulated frequencies. In the context of this RFP it will generally refer to the distribution of pixels in a grey scale from 0 to 256
HVAC	Heating, Ventilation, Air Conditioning
Identification Technician	Ten print workstation operator
Identification Retained	A transaction that is searched and saved to the target database
Identification Returned	A transaction that is searched against the target database but is not inserted/updated to the target database.
Implementation	System implementation shall be achieved when (a) all transactions are being processed on the new SABIS; and (b) no transactions are being processed on the current DCJS SAFIS. In other words, system 'cutover' has occurred.
In-Building	Any area confined within a man-made structure including, but not limited to, tunnels and other underground areas that require coverage.
Interoperability	The ability of two or more systems or components to work together within and across organizational boundaries in order to advance the effective delivery of information without special effort on the part of the customer
Invalidated Identification	This occurs when an identification is made against an individual whose images were removed from file, either by death or seal orders, between the time that the suspect was produced in the search process and the identification was completed.

IXL	Current DCJS database of 2 index finger rolled prints per NYSID
Key Subcontractors	Any entity responsible for providing any of the following products or services to the SABIS: <ol style="list-style-type: none"> a. Systems integration including Project Management Services b. Equipment manufacturing c. Software Development d. Maintenance e. Telecommunications Carrier f. Security application development g. Account/Account Management h. Network Operations & Management i. Security j. Database Services k. Interface Development l. Conversion m. Support n. Backup or Utility, if applicable o. Quality Assurance
Latent Case Number	Current DCJS Latent Case Numbers are composed of a default seven character Submitting Agency ID, single character month (values in 1-9, O, N, D,) two digit year, and five digit specific case number.
Latent Case Tracking	Detailed record management of latent cases and the evidence/assets associated with each case may include but not be limited to: <ul style="list-style-type: none"> • Receiving Latent Case evidence/assets <ul style="list-style-type: none"> ○ Evidence chain of custody, physical and digital • Processing Latent Print Examiner/s • Authenticated image clarification processing/calibration • Import/Export of Digital assets
Latent Cluster	A Latent Cluster is a grouping of more than one latent fingerprint impression that comes from the hand of one subject.
Latent Crime Region	A geographic area of the State of New York defined by DCJS (See Appendix J, Table 7).
Latent evaluation	One-to-one comparison
Latent Examiner	Latent workstation operator
Latent Print Cancellation Request	A request originated by a Latent Print Examiner to cancel any searches remaining in the search queue for a particular case. Usually done when an ident is made negating the need for searching with other filters, or when the quality of a latent

	is too poor to produce any meaningful results.
Latent Search	The term “Latent Search” refers to the preparation and search of a single latent finger or palm image. Therefore, a single latent finger or palm print lift from a crime scene may be utilized to create multiple latent searches.
Latent Search Ineligible	A civil tenprint input transaction which, either by law or user agency request, may not be searched against the Unsolved Latent file, or have subsequent searches done against it.
Latent verification	Second or subsequent comparison
Lossless	A term describing a data compression algorithm which retains all the information in the data, allowing it to be recovered perfectly by decompression.
Multiple Registration Event (MRE)	Reference to a single event’s group of information when more than one group of event information is retained. In the SABIS, a group of event information is the fingerprint and/or palm print images and associated data, where each group is related to a specific event.
Missed Identification	Replying to a fingerprint inquiry as a non identification when the individuals prints are on file.
NYSID-based Exception Transactions	NYSID-based exception processing transactions have already completed the identification process. These can be done at a later time and have a lower priority than TCN-based exception processing transactions.
NYSID Subscription	Valid users from authorized criminal justice agencies can subscribe to a specific NYSID Number so that they will receive a notification from DCJS when subsequent fingerprint based activity occurs for that individual
Off-line Searches	Searches launched by a fingerprint Examiner against the production database which do not update that database. Sometimes called a “dummy search”.
Pattern Match	A match where a) the search fingerprint pattern is exactly the same as the candidate fingerprint pattern, b) a primary or reference pattern of the search finger is the same as candidate finger, c) a search finger or candidate finger is denoted as M(issing), or d) a search finger or candidate finger is denoted as U(known). Rules governing pattern matches may be changed, per DCJS.
Pattern updating, automatic	See Autoclass
Pattern updating, manual	Assignment of fingerprint pattern designation(s)

	by experienced Identification Technicians.
Pricing	The Offerer's pricing schedules set forth in the Offerer's <i>Financial Proposal</i> .
Priority	Numerical importance given to a transaction. Priority 1 is the highest priority.
Prime Contractor	The successful Offerer who has executed a Contract as a result of an award made by the State in response to this RFP.
Printing	The term "printing" in the RFP means the ability to print directly to a printer with the ability to print to a file as a secondary option.
Public Safety Agency	A public safety agency shall be defined to be governmental and public entities at the state, federal or local level, or those non-governmental, private organizations that are properly authorized by the appropriate governmental authority, that protect and preserve life, property, or natural resources, or that serve the public welfare.
Public Service Agency	A public service agency shall be defined to be governmental and public entities at the state, federal or local level, or those non-governmental, private organizations that are properly authorized by the appropriate governmental authority, that furnish, maintain, and protect the nation's basic infrastructures or that are required to promote the public's safety and welfare.
Recheck	Additional review of a transaction by an Identification Technician before the final non-identification decision is made.
Reconciliations	Checking of subsystems for consistency for data integrity purposes.
Refresh	See "Technology Refresh"
Region (Latent Crime)	A geographic area of the State of New York defined by DCJS (See Appendix J, Table 7).
Response Time	The measure of the delay between the beginning of a request and the completion of its response.
SABIS Update Ineligible	A criminal tenprint input transaction (either inquiry only or an arrest containing no fingerprint-able charges) which is processed through SABIS but not updated to any SABIS or CCH files, except audit files
Seal Order (Seal)	An order from a court specifying that all fingerprints, photographs, and other data which DCJS has on file in regards to a specific case

	decided in favor of the offender be sealed and the documents expunged.
Self Search	A tenprint search in which the images for a NYSID number are searched against all other NYSID number onfile.
Subcontractor	Any commercial entity responsible for providing any products or services specified in the RFP, works with identified Offerer/Vendor
System Down Time	Any measureable interruption of the SABIS application's ability to perform any SABIS function.
System Implementation	See "Implementation"
TCN-based Exception Transaction	TCN-based exception processing transactions cannot be resolved by a verification/validation operator so must be addressed before the final results can be sent back to the contributor.
Technology Refresh	Any process that shall (a) ensure that the Offerer's/vendor's software stays no less than two (2) releases from the latest available release; and (b) ensure that the SABIS hardware (as defined in Section 3.1.C) is refreshed every four (4) years or more frequently throughout the duration of the contract.
Ten Print Record	The data and images associated with a fingerprint card submission. When used in the context of existing DCJS processing only 2 or 10 images are associated. When used in the context of the proposed system 14 images are input and 20 images are maintained.
Ten print verification	One-to-one comparison
Ten print validation	Second or subsequent comparison
Tentative Rejection Transaction	Transaction that does not get rejected during initial processing, but has poor quality and/or rejection reasons selected. If this transaction is a non-identification, it will become an actual rejection at the end of the process.
Third Party Sites	Non-Governmental Sites.
Tickler Date	A date designated by the case owner or assigned by the system to be alerted for any purpose (e.g., when a case is scheduled to be purged).
User(s)	Personnel who are authorized to access the SABIS for criminal justice purposes.
Vendor	The term "Vendor" refers to any eligible entity submitting a responsive Bid Proposal to this solicitation.

Visual Quality Assessment	A fingerprint Examiner's determination of fingerprint image quality based on a visual review of the image.
Work Queue	For the purpose of these requirements, a Work Queue is defined as a user interface feature enabling a user to view all work available for processing and enabling them to initiate work on a specific item.

Attachment 1

Pre-Bid Conference Registration Form

Attachment 1

Pre-Bid Conference Registration Form

Vendor representatives seeking to attend the mandatory Pre-Bid Conference must pre-register by submitting a completed Pre-Bid Conference Registration Form for receipt by the DCJS Sole Designated Contact by the date and time specified in the RFP Calendar of Events.

The below named representatives plan to attend the Pre-Bid Conference for the Statewide Automate Biometric Identification System CJS 2007-03 Request for Proposals.

Name of Business:

Address:

City, State, Zip Code

Name:

Title:

Name:

Title:

Name:

Title:

Name:

Title:

Name:

Title:

Attachment 2

Questions Template

Attachment 2

Questions Template

Vendor Name:	
Address:	
Contact Person Name:	
Telephone #	
e-Mail Address	

Question Number	RFP Page Number	RFP Part, Section & Paragraph Reference	Question

Attachment 3

Notice of Intent to Bid

Attachment 3

Notice of Intent to Bid

Prospective Offerers/Vendors who intend to submit a bid proposal in response to the Statewide Automated Biometric Identification System CJS 2007-03 Request for Proposals must submit a complete Notice of Intent to Bid. Submission of a complete Notice of Intent to Bid requires that the Offerer/vendor submit the following four (4) documents:

- Signed and completed Notice of Intent to Bid, Attachment 3
- Signed, notarized and completed DCJS Non-Disclosure Agreement, Attachment 4
- Signed, notarized and completed Non-Disclosure for Cyber Security Standards Agreement, Attachment 5
- Signed, notarized and completed Non-Disclosure for CJIS Security Standards Agreement, Attachment 6

The Notice of Intent to Bid documents must contain the original notarized signature of the Offerer's authorized representation and be submitted for receipt by the DCJS Sole Designated Contact by the date and time specified in the Calendar of Events.

Partial submissions are not permissible and will disqualify the prospective Offerer/vendor from further participation in this procurement.

Submission of a Notice of Intent to Bid does not obligate a prospective Offerer/vendor to submit a bid proposal; however, **failure to timely submit a complete Notice of Intent to Bid disqualifies a prospective Offerer/vendor from further participation in this procurement.**

Upon timely receipt of the properly completed Notice of Intent to Bid, DCJS will provide the prospective Offerer/vendor with further documents for use by the Offerer/vendor in preparing their bid response to the Statewide Automated Biometric Identification System CJS 2007-03 Request for Proposals.

We currently plan to participate in the above referenced competitive procurement. We understand that submittal of this form in no way obligates us to submit a bid proposal in response to the Statewide Automated Biometric Identification System CJS 2007-03 Request for Proposals.

Name of Business		Signature of Officer
Address		Name of Officer (Please print or type)
City, State, Zip Code		Title of Officer (Please print or type)
Name of Offerer Contact Person		Telephone Number of Offerer Contact Person
Title of Offerer Contact Person		E-mail Address of Offerer Contact Person

Attachment 4

DCJS Non-Disclosure Agreement

Attachment 4

DCJS Non-Disclosure Agreement

New York State Division of Criminal Justice Service

Confidentiality Agreement

This is an Agreement by and between the New York State Division of Criminal Justice Services (DCJS) and _____, the VENDOR (_____.), regarding the consulting services to be performed for DCJS by the VENDOR, under Project _____ Contract, _____, approved by the New York Office of the State Comptroller on _____.

VENDOR shall insure that s/he shall abide by all reasonable noninvasive security policies and procedures of DCJS. DCJS reserves the right to conduct a security background check on VENDOR, as s/he will have access to confidential information.

New York State law protects the privacy of criminal history records and other confidential information. As a criminal justice agency there exist site security issues with respect to DCJS. VENDOR shall take all reasonable steps required by DCJS to protect confidential information.

VENDOR specifically agrees to comply with the "Information Security Breach and Notification Act" as set forth in State Technology Law Section 208 and General Business Law Article 39-F. The VENDOR shall promptly notify the DCJS where there is a reasonable belief of a breach of security, unauthorized access or unauthorized release of personal computer data containing personal information, and take appropriate action with respect to notification of affected individuals and to other required state agencies consistent with the New York State Information Security Breach and Notification Act.

Further, all other information concerning DCJS' operations, procedures and policies shall be kept confidential by VENDOR and VENDOR shall comply with the administrative procedures and regulations concerning these rules.

The use of information obtained by VENDOR in the performance of his duties described herein shall be limited to purposes directly connected with such duties.

The VENDOR shall not remove any work papers or product from DCJS premises except with the written consent of DCJS, other than work papers brought to the work site by VENDOR which contain no confidential information relating to DCJS.

VENDOR shall not be required to keep confidential any such material which is publicly available through no fault of VENDOR, independently developed by VENDOR without reliance on confidential information of DCJS, or otherwise obtained under the Freedom of Information Law or New York State laws or regulations.

Attachment 4

DCJS Non-Disclosure Agreement

The prohibition against disclosure shall survive the termination of this Agreement, the termination of the SOW or the completion of the SOW.

This Agreement is made and will be construed in accordance with the State of New York.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated below.

	<u>NYS Division of Criminal Justice Services</u>
Signature:	Signature:
Name (Please Print)	Name (Please Print)
Title:	Title:
Date:	Date:

ACKNOWLEDGMENT CLAUSE

State of _____)
) ss.:
County of _____)

On the _____ day of _____ in the year 200__ before me personally came _____ to me known, who, being by me duly sworn, depose and say that s/he is the _____ of the entity which executed the above instrument; that s/he was authorized by and did execute the same at the direction of said entity and that s/he signed his/her name thereto.

Notary Public: _____

Attachment 5

Non-Disclosure for Cyber Security Standards/Policy Agreement

Attachment 5

Non-Disclosure for Cyber Security Standards/Policy Agreement

NON-DISCLOSURE AGREEMENT Between New York State Division of Criminal Justice Services (DCJS) and _____ (company) for the receipt and use of Cyber Security Standard S05-001 and Cyber Security Policy P03-002 for the benefit of the State of New York

THIS AGREEMENT is between DCJS, having its principal place of business at 4 Tower Place, Albany, New York 12203 and _____, having its principal place of business at _____.

WITNESSETH

WHEREAS, _____ is an anticipated respondent to the DCJS Statewide Automated Biometric Identification System Request for Proposal (RFP) for services to replace the current, aging Statewide Automated Fingerprint Identification System (SAFIS) with a new, state-of-the-art Statewide Automated Biometric Identification System (SABIS);

WHEREAS, Respondent acknowledges that it is in the interest of all parties that discussions and information exchanged be carried on in a controlled environment and that confidential or proprietary information must be protected from further disclosure until the State approves of its release and that any such confidential or proprietary information be protected from disclosure to third parties and/or commercial use; and

WHEREAS, Cyber Security Standards S05-001 and Cyber Security Policy P03-002 are being released to this company as an anticipated Respondent to the DCJS Statewide Automated Biometric Identification System Request for Proposal (RFP) and it is being issued on a need to know basis.

NOW THEREFORE, in furtherance of Respondent's participation in the RFP process and regarding maintenance of confidentiality by Respondent and its employees as to the use of Cyber Security Standards S05-001 and Cyber Security Policy P03-002, Respondent agrees to the following:

- I. This Cyber Security Standards S05-001 and Cyber Security Policy P03-002 must be treated as confidential information. All use and distribution of the restricted parts of the Cyber Security Standard S05-001 and Cyber Security Policy P03-002 must be consistent with the copyright provisions specified on page six (6) of the policies. Such restricted use includes that the restricted portions of the policy not be released to persons or entities outside the company and that no part of the ISO/IEC 17799:2000 material be made available on the Internet, a public network, by satellite or otherwise without the prior written consent of the American National Standards Institute.

- II. No confidential information shall be disclosed, divulged or communicated in any fashion, form or manner, either directly or indirectly, prior to, during or subsequent to the RFP correspondence process and any confidential information received, obtained, acquired directly or indirectly, or developed or created as a result of the RFP correspondence process or any contractual obligations that may arise thereto shall also not be disclosed, divulged or communicated in any fashion, form or manner to any person or entity not authorized by DCJS to obtain such information.

- III. Any confidential information shall be provided only to those individuals approved by DCJS in writing except that such information may be provided to employees on a need-to-know basis.
- IV. Respondent agrees to be bound by applicable Federal and State laws governing confidentiality and/or privacy of information.
- V. Respondent agrees that nothing in this non-disclosure agreement either limits, supersedes or will be limited or superseded by previous or subsequent non-disclosure agreements related to matters other than the Cyber Security Standard S05-001 and Cyber Security Policy P03-002.
- VI. Respondent agrees that if they breach, or threaten to breach this Agreement, DCJS shall have all equitable and legal rights (including the right to obtain injunctive relief) to prevent such breach and/or to be fully compensated (including reasonable attorneys' fees) for losses or damages resulting from such breach. Respondent acknowledges that compensation for damages may not be sufficient and that injunctive relief to prevent or limit any breach of confidentiality may be the only viable remedy to fully protect the confidential or proprietary information as defined in this Agreement. Respondent further understands and agrees that the terms of this Non-Disclosure Agreement shall survive the RFP correspondence process and any subsequent term of engagement, and Respondent will abide by the terms of this Non-Disclosure Agreement in perpetuity or until terminated by DCJS.
- VII. Respondent agrees to return Cyber Security Standards S05-001 and Cyber Security Policy P03-002, accompanied by a written certification of the Respondent that Respondent, the Project Team and all personnel associated with the foregoing have not violated the terms of this Non-Disclosure Agreement, upon demand of DCJS.

IN WITNESS WHEREOF, Respondent has caused this Non-Disclosure Agreement to be signed as of the date set forth below.

(Respondent)
 By: _____
 Title: _____
 Name (Please Print): _____
 Date: _____

STATE OF _____)
) SS:
 COUNTY OF _____)

On this _____ day of _____, 200 ____, before me personally came _____, to me known, who, being duly sworn by me, did depose and say that (s)he resides in _____; that(s)he is the (the President, principal or other officer or director or attorney-in-fact duly appointed) of _____, the business described in and which executed the above instrument; and that (s)he signed her/his name thereto by authority of the board of directors of said business.

 Notary Public

Attachment 6

Non-Disclosure for CJIS Security Policy (Version 4.4) Agreement

Attachment 6

Non-Disclosure for CJIS Security Policy, Version 4.4, June 2007

NON-DISCLOSURE AGREEMENT Between New York State Division of Criminal Justice Services (DCJS) and _____ (company) for the receipt and use of Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy, Version 4.4, June 2007.

THIS AGREEMENT is between DCJS, having its principal place of business at 4 Tower Place, Albany, New York 12203 and _____, having its principal place of business at _____.

WITNESSETH

WHEREAS, _____ is an anticipated respondent to the DCJS Statewide Automated Biometric Identification System Request for Proposal (RFP) for services to replace the current, aging Statewide Automated Fingerprint Identification System (SAFIS) with a new, state-of-the art Statewide Automated Biometric Identification System (SABIS);

WHEREAS, Respondent acknowledges that it is in the interest of all parties that discussions and information exchanged be carried on in a controlled environment and that confidential or proprietary information must be protected from further disclosure until the State approves of its release and that any such confidential or proprietary information be protected from disclosure to third parties and/or commercial use; and

WHEREAS, CJIS Security Policy, Version 4.4 is being released to this company as an anticipated Respondent to the DCJS Statewide Automated Biometric Identification System Request for Proposal (RFP) and it is being issued on a need to know basis.

NOW THEREFORE, in furtherance of Respondent's participation in the RFP process and regarding maintenance of confidentiality by Respondent and its employees as to the use of CJIS Security Policy, Version 4.4, Respondent agrees to the following:

- I. This CJIS Security Policy, Version 4.4 must be treated as confidential information. All use and distribution of the restricted parts of the CJIS Security Policy, Version 4.4 **must be consistent with the provisions of s CJIS Security Policy, Version 4.4, Section 2.2 Distribution of the CJIS Security Policy.**
- II. No confidential information shall be disclosed, divulged or communicated in any fashion, form or manner, either directly or indirectly, prior to, during or subsequent to the RFP correspondence process and any confidential information received, obtained, acquired directly or indirectly, or developed or created as a result of the RFP correspondence process or any contractual obligations that may arise thereto shall also not be disclosed, divulged or communicated in any fashion, form or manner to any person or entity not authorized by DCJS to obtain such information.
- III. Any confidential information shall be provided only to those individuals approved by DCJS in writing except that such information may be provided to employees on a need-to-know basis.

Attachment 6

Non-Disclosure for CJIS Security Policy, Version 4.4, June 2007

- IV. Respondent agrees to be bound by applicable Federal and State laws governing confidentiality and/or privacy of information.
- V. Respondent agrees that nothing in this non-disclosure agreement either limits, supersedes or will be limited or superseded by previous or subsequent non-disclosure agreements related to matters other than the CJIS Security Policy, Version 4.4.
- VI. Respondent agrees that if they breach, or threaten to breach this Agreement, DCJS shall have all equitable and legal rights (including the right to obtain injunctive relief) to prevent such breach and/or to be fully compensated (including reasonable attorneys' fees) for losses or damages resulting from such breach. Respondent acknowledges that compensation for damages may not be sufficient and that injunctive relief to prevent or limit any breach of confidentiality may be the only viable remedy to fully protect the confidential or proprietary information as defined in this Agreement. Respondent further understands and agrees that the terms of this Non-Disclosure Agreement shall survive the RFP correspondence process and any subsequent term of engagement, and Respondent will abide by the terms of this Non-Disclosure Agreement in perpetuity or until terminated by DCJS.
- VII. Respondent agrees to return CJIS Security Policy, Version 4.4, accompanied by a written certification of the Respondent that Respondent, the Project Team and all personnel associated with the foregoing have not violated the terms of this Non-Disclosure Agreement, upon demand of DCJS.

IN WITNESS WHEREOF, Respondent has caused this Non-Disclosure Agreement to be signed as of the date set forth below.

(Respondent)

By: _____

Title: _____

Name (Please Print): _____

Date: _____

STATE OF _____)

) SS:

COUNTY OF _____)

On this _____ day of _____, 200 ____, before me personally came _____, to me known, who, being duly sworn by me, did depose and say that (s)he resides in _____; that(s)he is the _____ (the President, principal or other officer or director or attorney-in-fact duly appointed) of _____, the business described in and which executed the above instrument; and that (s)he signed her/his name thereto by authority of the board of directors of said business.

Notary Public

Attachment 7

Offerer Firm Information Form

Attachment 7

Offerer Firm Information Form

Statewide Automated Biometric Identification System Request for Proposals CJS 2007-03			
Name of Company Bidding:		Offerer Firm's Federal Tax Identification No.:	
Street		City	
State	Zip	County	Country
Contact Name:			
Title:			
Phone : () - ext ()	Toll Free Phone : () - ext ()		
Fax : () - ext ()	Toll Free Fax : () - ext ()		
E-mail Address:		Company Web Site:	

Attachment 8a

Primary Qualifying Customer Reference Form

Tenprint/Latent Fingerprint Customer Site

Attachment 8a

Primary Qualifying Customer Reference Form

Tenprint/Latent Fingerprint Customer Site

Offerer/Firm Name: _____

Qualifying Reference:

Offerers must provide one customer site reference with a forensic AFIS/ABIS Tenprint and unsolved Latent fingerprint search system in production as described below:

- Utilizes the same generation of COTS software and architecture for sizing and throughput as the Offerer proposes in the response to this RFP.
- Has a target Tenprint database of at least three and a half (3.5) million individuals with 2 or more fingerprint images per individual.
- Has 1,000 Tenprint transactions and 30 Latent transactions per day (on average across work days).
- Performs real-time insertion and replacement of fingerprint images in the target database.
- The current software release has been in operation for 90 days after successful customer's acceptance test and has no outstanding suits, issues or critical problems.

Customer Site Name:	
Address:	
Country:	
A	The current version of software in production at this customer's site utilizes the same generation of COTS software and architecture for sizing and throughput as the Offerer proposes in the response to this RFP - - respond by entering 'Yes' or 'No' in the box on the right.
B	Size of Tenprint Database in Individuals with 2 or more fingerprint images per individual:
C	The current version of software in production at this customer's site has throughput that, at a minimum, is 1,000 Tenprint transactions and 30 Latent transactions per day (on average across work days) - - respond by entering 'Yes' or 'No' in the box on the right.
D	The current version of software in production at this customer's site performs real-time insertion and replacement of fingerprint images in the target database - - respond by entering 'Yes' or 'No' in the box on the right.
E	The current version of software in production at this customer's site has been in operation for 90 days after successful customer's acceptance test and has no outstanding suits, issues or critical problems - - respond by entering 'Yes' or 'No' in the box on the right.
F	Date of Original Installation:
G	Date of Qualifying Installation or Upgrade:
H	Release / version and date of software release at customer site and its relationship to the proposed release / version.
I	Release / version and date of software of the proposed SABIS solution:
J	Contact Name:
K	Contact Title:
L	Telephone Number – including country code and/or area code, if applicable:
M	Fax Number – including country code and/or area code, if applicable:
N	Contact Hours: _____ Time Zone: _____
O	E-Mail Address:

Attachment 8b

Alternate Qualifying Customer Reference Form

Tenprint/Latent Fingerprint Customer Site

Attachment 8b

Alternate Qualifying Customer Reference Form

Tenprint/Latent Fingerprint Customer Site

Offerer/Firm Name: _____

Qualifying Reference:

It is the Offerer's option to provide one alternate customer site reference with a forensic AFIS/ABIS Tenprint and unsolved Latent fingerprint search system in production as described below:

- Utilizes the same generation of COTS software and architecture for sizing and throughput as the Offerer proposes in the response to this RFP.
- Has a target Tenprint database of at least three and a half (3.5) million individuals with 2 or more fingerprint images per individual.
- Has 1,000 Tenprint transactions and 30 Latent transactions per day (on average across work days).
- Performs real-time insertion and replacement of fingerprint images in the target database.
- The current software release has been in operation for 90 days after successful customer's acceptance test and has no outstanding suits, issues or critical problems.

Customer Site Name:	
Address:	
Country:	
A	The current version of software in production at this customer's site utilizes the same generation of COTS software and architecture for sizing and throughput as the Offerer proposes in the response to this RFP - - respond by entering 'Yes' or 'No' in the box on the right.
B	Size of Tenprint Database in Individuals with 2 or more fingerprint images per individual:
C	The current version of software in production at this customer's site has throughput that, at a minimum, is 1,000 Tenprint transactions and 30 Latent transactions per day (on average across work days) - - respond by entering 'Yes' or 'No' in the box on the right.
D	The current version of software in production at this customer's site performs real-time insertion and replacement of fingerprint images in the target database - - respond by entering 'Yes' or 'No' in the box on the right.
E	The current version of software in production at this customer's site has been in operation for 90 days after successful customer's acceptance test and has no outstanding suits, issues or critical problems - - respond by entering 'Yes' or 'No' in the box on the right.
F	Date of Original Installation:
G	Date of Qualifying Installation or Upgrade:
H	Release / version and date of software release at customer site and its relationship to the proposed release / version.
I	Release / version and date of software of the proposed SABIS solution:
J	Contact Name:
K	Contact Title:
L	Telephone Number – including country code and/or area code, if applicable:
M	Fax Number – including country code and/or area code, if applicable:
N	Contact Hours: _____ Time Zone: _____
O	E-Mail Address:

Attachment 9a

Primary Qualifying Customer Reference Form

Tenprint/Latent Fingerprint Customer Site

Attachment 9a

Primary Qualifying Customer Reference Form

Tenprint/Latent Fingerprint Customer Site

Offerer/Firm Name: _____

Qualifying Reference:

Offerers must provide one customer site reference with a forensic AFIS/ABIS Tenprint and unsolved Latent fingerprint search system in production as described below:

- Utilizes the same generation of COTS software and architecture for sizing and throughput as the Offerer proposes in the response to this RFP.
- Has a target Tenprint database of at least one (1) million individuals with 2 or more fingerprint images per individual.
- Has 1,000 Tenprint transactions and 30 Latent transactions per day (on average across work days).
- Performs real-time insertion and replacement of fingerprint images in the target database.
- The current software release has been in operation for 90 days after successful customer's acceptance test and has no outstanding suits, issues or critical problems.

Customer Site Name:	
Address:	
Country:	
A	The current version of software in production at this customer's site utilizes the same generation of COTS software and architecture for sizing and throughput as the Offerer proposes in the response to this RFP - - respond by entering 'Yes' or 'No' in the box on the right.
B	Size of Tenprint Database in Individuals with 2 or more fingerprint images per individual:
C	The current version of software in production at this customer's site has throughput that, at a minimum, is 1,000 Tenprint transactions and 30 Latent transactions per day (on average across work days) - - respond by entering 'Yes' or 'No' in the box on the right.
D	The current version of software in production at this customer's site performs real-time insertion and replacement of fingerprint images in the target database - - respond by entering 'Yes' or 'No' in the box on the right.
E	The current version of software in production at this customer's site has been in operation for 90 days after successful customer's acceptance test and has no outstanding suits, issues or critical problems - - respond by entering 'Yes' or 'No' in the box on the right.
F	Date of Original Installation:
G	Date of Qualifying Installation or Upgrade:
H	Release / version and date of software release at customer site and its relationship to the proposed release / version.
I	Release / version and date of software of the proposed SABIS solution:
J	Contact Name:
K	Contact Title:
L	Telephone Number – including country code and/or area code, if applicable:
M	Fax Number – including country code and/or area code, if applicable:
N	Contact Hours: _____ Time Zone: _____
O	E-Mail Address:

Attachment 9b

Alternate Qualifying Customer Reference Form

Tenprint/Latent Fingerprint Customer Site

Attachment 9b

Alternate Qualifying Customer Reference Form

Tenprint/Latent Fingerprint Customer Site

Offerer/Firm Name: _____

Qualifying Reference:

It is the Offerer's option to provide one alternate customer site reference with a forensic AFIS/ABIS Tenprint and unsolved Latent fingerprint search system in production as described below:

- Utilizes the same generation of COTS software and architecture for sizing and throughput as the Offerer proposes in the response to this RFP.
- Has a target Tenprint database of at least one (1) million individuals with 2 or more fingerprint images per individual.
- Has 1,000 Tenprint transactions and 30 Latent transactions per day (on average across work days).
- Performs real-time insertion and replacement of fingerprint images in the target database.
- The current software release has been in operation for 90 days after successful customer's acceptance test and has no outstanding suits, issues or critical problems.

Customer Site Name:	
Address:	
Country:	
A	The current version of software in production at this customer's site utilizes the same generation of COTS software and architecture for sizing and throughput as the Offerer proposes in the response to this RFP - - respond by entering 'Yes' or 'No' in the box on the right.
B	Size of Tenprint Database in Individuals with 2 or more fingerprint images per individual:
C	The current version of software in production at this customer's site has throughput that, at a minimum, is 1,000 Tenprint transactions and 30 Latent transactions per day (on average across work days) - - respond by entering 'Yes' or 'No' in the box on the right.
D	The current version of software in production at this customer's site performs real-time insertion and replacement of fingerprint images in the target database - - respond by entering 'Yes' or 'No' in the box on the right.
E	The current version of software in production at this customer's site has been in operation for 90 days after successful customer's acceptance test and has no outstanding suits, issues or critical problems - - respond by entering 'Yes' or 'No' in the box on the right.
F	Date of Original Installation:
G	Date of Qualifying Installation or Upgrade:
H	Release / version and date of software release at customer site and its relationship to the proposed release / version.
I	Release / version and date of software of the proposed SABIS solution:
J	Contact Name:
K	Contact Title:
L	Telephone Number – including country code and/or area code, if applicable:
M	Fax Number – including country code and/or area code, if applicable:
N	Contact Hours:
O	E-Mail Address:

Attachment 10a

**Primary Qualifying Customer
Reference Form**

***Tenprint/Latent Palm Print Customer
Site***

Attachment 10a

Primary Qualifying Customer Reference Form

Tenprint/Latent Palm Print Customer Site

Offerer/Firm Name: _____

Qualifying Reference:

Offerers must provide one customer site reference with a forensic palm print and unsolved Latent palm print search system in production as described below:

- Utilizes the same generation of COTS software and architecture for sizing and throughput as the Offerer proposes in the response to this RFP.
- Has a target palm print database of at least ten thousand (10,000) palm print individuals with 2 or more palm print images per individual.
- Has 500 palm print transactions and 30 Latent transactions per day (on average across work days).
- Performs real-time insertion and replacement of palm print images in the target database.
- The Palm Print system current software release has been in operation for 90 days after successful customer's acceptance test and has no outstanding suits, issues or critical problems.

The customer reference provided to fulfill this requirement may also be used to fulfill either the RFP Subsection 3.1(B)(1) or (2) requirement (Attachments 8a through 9b), if the customer's system fulfills the specific requirements for each type of system.

Customer Site Name:	
Address:	
Country:	
A	The current version of software in production at this customer's site utilizes the same generation of COTS software and architecture for sizing and throughput as the Offerer proposes in the response to this RFP - - respond by entering 'Yes' or 'No' in the box on the right.
B	Size of Palm Print Database in Individuals with 2 or more palm print images per individual:
C	The current version of software in production at this customer's site has throughput that, at a minimum, is 500 palm print transactions and 30 Latent transactions per day (on average across work days) - - respond by entering 'Yes' or 'No' in the box on the right.
D	The current version of software in production at this customer's site performs real-time insertion and replacement of palm print images in the target database - - respond by entering 'Yes' or 'No' in the box on the right.
E	The current version of palm print software in production at this customer's site has been in operation for 90 days after successful customer's acceptance test and has no outstanding suits, issues or critical problems - - respond by entering 'Yes' or 'No' in the box on the right.
F	Date of Original Installation:
G	Date of Qualifying Installation or Upgrade:
H	Release / version and date of software release at customer site and its relationship to the proposed release / version.
I	Release / version and date of software of the proposed SABIS solution:
J	Contact Name:
K	Contact Title:
L	Telephone Number – including country code and/or area code, if applicable:
M	Fax Number – including country code and/or area code, if applicable:
N	Contact Hours: _____ Time Zone: _____
O	E-Mail Address:

Attachment 10b

Alternate Qualifying Customer Reference Form

Tenprint/Latent Palm Print Customer Site

Attachment 10b

Alternate Qualifying Customer Reference Form

Tenprint/Latent Palm Print Customer Site

Offerer/Firm Name: _____

Qualifying Reference:

It is the Offerer's option to provide one alternate customer site reference with a forensic palm print and unsolved Latent palm print search system in production as described below:

- Utilizes the same generation of COTS software and architecture for sizing and throughput as the Offerer proposes in the response to this RFP.
- Has a target palm print database of at least ten thousand (10,000) palm print individuals with 2 or more palm print images per individual.
- Has 500 palm print transactions and 30 Latent transactions per day (on average across work days).
- Performs real-time insertion and replacement of palm print images in the target database.
- The Palm Print system current software release has been in operation for 90 days after successful customer's acceptance test and has no outstanding suits, issues or critical problems.

The customer reference provided to fulfill this requirement may also be used to fulfill either the RFP Subsection 3.1(B)(1) or (2) requirement (Attachments 8a through 9b), if the customer's system fulfills the specific requirements for each type of system.

Customer Site Name:	
Address:	
Country:	
A	The current version of software in production at this customer's site utilizes the same generation of COTS software and architecture for sizing and throughput as the Offerer proposes in the response to this RFP - - respond by entering 'Yes' or 'No' in the box on the right.
B	Size of Palm Print Database in Individuals with 2 or more palm print images per individual:
C	The current version of software in production at this customer's site has throughput that, at a minimum, is 500 palm print transactions and 30 Latent transactions per day (on average across work days) - - respond by entering 'Yes' or 'No' in the box on the right.
D	The current version of software in production at this customer's site performs real-time insertion and replacement of palm print images in the target database - - respond by entering 'Yes' or 'No' in the box on the right.
E	The current version of palm print software in production at this customer's site has been in operation for 90 days after successful customer's acceptance test and has no outstanding suits, issues or critical problems - - respond by entering 'Yes' or 'No' in the box on the right.
F	Date of Original Installation:
G	Date of Qualifying Installation or Upgrade:
H	Release / version and date of software release at customer site and its relationship to the proposed release / version.
I	Release / version and date of software of the proposed SABIS solution:
J	Contact Name:
K	Contact Title:
L	Telephone Number – including country code and/or area code, if applicable:
M	Fax Number – including country code and/or area code, if applicable:
N	Contact Hours:
O	E-Mail Address:

Attachment 11a

Primary Qualifying Fingerprint Customer Reference Form

Site Visit for Functional Evaluation

Attachment 11a

Primary Qualifying Fingerprint Customer Reference Form

Site Visit for Functional Evaluation

Offerer/Firm Name: _____

Qualifying Reference:

Offerers must provide one customer site reference with a forensic AFIS/ABIS Tenprint and unsolved Latent fingerprint search system in production as described below:

- Utilizes the same generation of COTS software, user interface and workflow as the Offerer proposes in the response to this RFP.
- Has a target Tenprint database of at least one (1) million individuals with 2 or more fingerprint images per individual.
- Has 1,000 Tenprint transactions and 30 Latent transactions per day (on average across work days).
- Performs real-time insertion and replacement of fingerprint images in the target database.
- The current software release has been in operation for 90 days after successful customer's acceptance test and has no outstanding litigation or critical problems.

The customer reference provided to fulfill this requirement may also be used to fulfill either the RFP Subsection 3.1(B)(1) or (2) requirement (Attachments 8a through 9b), if the customer's system fulfills the specific requirements for each type of system.

It is DCJS' preference that Offerers provide a qualifying customer reference location in North America. The Offerer may stipulate a customer in a location outside North America, if there is no representative customer site in North America and provided the location is NOT within a country or region for which the United States Department of State has issued a travel warning or travel alert.

	Customer Site Name:	
	Address:	
	Country:	
	If the Customer Site is located outside the United States, answer the following question by entering an "X" in the appropriate "yes" or "no" box:	
	Does the Offerer have a representative site located within the United States?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Is the site within a country or region for which the Department of State has issued a current travel warning or travel alert?	<input type="checkbox"/> Yes <input type="checkbox"/> No
A	The current version of software in production at this customer's site performs Tenprint and Latent searches, fingerprint insertion and fingerprint replacement and utilizes the same generation of COTS software and architecture for sizing and throughput as the Offerer proposes in the response to this RFP -- respond by entering 'Yes' or 'No' in the box on the right.	
B	Size of Tenprint Database in Individuals with 2 or more fingerprint images per individual:	
C	The current version of software in production at this customer's site has throughput that, at a minimum, is 1,000 Tenprint transactions and 30 Latent transactions per day (on average across work days) -- respond by entering 'Yes' or 'No' in the box on the right.	
D	The current version of software in production at this customer's site performs real-time insertion and replacement of fingerprint images in the target database -- respond by entering 'Yes' or 'No' in the box on the right.	
E	The current version of software in production at this customer's site has been in operation for 90 days after successful customer's acceptance test and has no outstanding suits, issues or critical problems -- respond by entering 'Yes' or 'No' in the box on the right.	
F	Date of Original Installation:	
G	Date of Qualifying Installation or Upgrade:	

Attachment 11a

Primary Qualifying Fingerprint Customer Reference Form

Site Visit for Functional Evaluation

H	Release / version and date of software release at customer site and its relationship to the proposed release / version.		
I	Release / version and date of software of the proposed SABIS solution:		
J	Contact Name:		
K	Contact Title:		
L	Telephone Number – including country code and/or area code, if applicable:		
M	Fax Number – including country code and/or area code, if applicable:		
N	Contact Hours:	Time Zone:	
O	E-Mail Address:		

Attachment 11b

Alternate Qualifying Fingerprint Customer Reference Form

Site Visit for Functional Evaluation

For Use only if DCJS is unable to conduct a
function site evaluation with the primary
qualifying customer reference indicated on
Attachment 11a

Attachment 11b

Alternate Qualifying Fingerprint Customer Reference Form

Site Visit for Functional Evaluation

Offerer/Firm Name: _____

Qualifying Reference:

It is the Offerer's option to provide one alternate customer site reference with a forensic AFIS/ABIS Tenprint and unsolved Latent fingerprint search system in production as described below:

- Utilizes the same generation of COTS software, user interface and workflow as the Offerer proposes in the response to this RFP.
- Has a target Tenprint database of at least one (1) million individuals with 2 or more fingerprint images per individual.
- Has 1,000 Tenprint transactions and 30 Latent transactions per day (on average across work days).
- Performs real-time insertion and replacement of fingerprint images in the target database.
- The current software release has been in operation for 90 days after successful customer's acceptance test and has no outstanding litigation or critical problems.

The customer reference provided to fulfill this requirement may also be used to fulfill either the RFP Subsection 3.1(B)(1) or (2) requirement (Attachments 8a through 9b), if the customer's system fulfills the specific requirements for each type of system.

It is DCJS' preference that Offerers provide a qualifying customer reference location in North America. The Offerer may stipulate a customer in a location outside North America, if there is no representative customer site in North America and provided the location is NOT within a country or region for which the United States Department of State has issued a travel warning or travel alert.

	Customer Site Name:		
	Address:		
	Country:		
	If the Customer Site is located outside the United States, answer the following question by entering an "X" in the appropriate "yes" or "no" box:		
	Does the Offerer have a representative site located within the United States?	<input type="checkbox"/>	Yes <input type="checkbox"/> No
	Is the site within a country or region for which the Department of State has issued a current travel warning or travel alert?	<input type="checkbox"/>	Yes <input type="checkbox"/> No
A	The current version of software in production at this customer's site performs Tenprint and Latent searches, fingerprint insertion and fingerprint replacement and utilizes the same generation of COTS software and architecture for sizing and throughput as the Offerer proposes in the response to this RFP -- respond by entering 'Yes' or 'No' in the box on the right.		
B	Size of Tenprint Database in Individuals with 2 or more fingerprint images per individual:		
C	The current version of software in production at this customer's site has throughput that, at a minimum, is 1,000 Tenprint transactions and 30 Latent transactions per day (on average across work days) -- respond by entering 'Yes' or 'No' in the box on the right.		
D	The current version of software in production at this customer's site performs real-time insertion and replacement of fingerprint images in the target database -- respond by entering 'Yes' or 'No' in the box on the right.		
E	The current version of software in production at this customer's site has been in operation for 90 days after successful customer's acceptance test and has no outstanding suits, issues or critical problems -- respond by entering 'Yes' or 'No' in the box on the right.		
F	Date of Original Installation:		
G	Date of Qualifying Installation or Upgrade:		

Attachment 11b

Alternate Qualifying Fingerprint Customer Reference Form

Site Visit for Functional Evaluation

H	Release / version and date of software release at customer site and its relationship to the proposed release / version.		
I	Release / version and date of software of the proposed SABIS solution:		
J	Contact Name:		
K	Contact Title:		
L	Telephone Number – including country code and/or area code, if applicable:		
M	Fax Number – including country code and/or area code, if applicable:		
N	Contact Hours:	Time Zone:	
O	E-Mail Address:		

Attachment 11c
Primary Qualifying Palm Print
Customer Reference Form

Site Visit for Functional Evaluation

DCJS prefers a functional site evaluation to include both tenprint and palm print systems. The Offerer is encouraged to submit a single site for DCJS to evaluate the Offerers' systems (i.e., same site as referenced in Attachment 11a).

Attachment 11c

Primary Qualifying Palm Print Customer Reference Form

Site Visit for Functional Evaluation

Offerer/Firm Name: _____

Qualifying Reference:

Offerers must provide one customer site reference with a forensic AFIS/ABIS Palm print and unsolved Latent Palm print system in production as described below:

- Utilizes the same generation of COTS software and architecture for sizing and throughput as the Offerer proposes in the response to this RFP.
- Has a target palm print database of at least ten thousand (10,000) palm print individuals with 2 or more palm print images per individual
- Has 500 palm print transactions and 30 Latent transactions per day (on average across work days).
- Performs real-time insertion and replacement of palm print images in the target database
- The Palm Print system current software release has been in operation for 90 days after successful customer's acceptance test and has no outstanding suits, issues or critical problems.

The customer reference provided to fulfill this requirement may also be used to fulfill either the RFP Subsection 3.1(B)(1) or (2) requirement (Attachments 8a through 9b), if the customer's system fulfills the specific requirements for each type of system.

It is DCJS' preference that Offerers provide a qualifying customer reference location in North America. The Offerer may stipulate a customer in a location outside North America, if there is no representative customer site in North America and provided the location is NOT within a country or region for which the United States Department of State has issued a travel warning or travel alert.

	Customer Site Name:	
	Address:	
	Country:	
	If the Customer Site is located outside the United States, answer the following question by entering an "X" in the appropriate "yes" or "no" box:	
	Does the Offerer have a representative site located within the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Is the site within a country or region for which the Department of State has issued a current travel warning or travel alert?	<input type="checkbox"/> Yes <input type="checkbox"/> No
A	The current version of software in production at this customer's site performs Palm print and Latent searches, Palm print insertion and Palm print replacement and utilizes the same generation of COTS software and architecture for sizing and throughput as the Offerer proposes in the response to this RFP -- respond by entering 'Yes' or 'No' in the box on the right.	
B	Size of Palm print Database in Individuals with 2 or more Palm prints per individual:	
C	The current version of software in production at this customer's site has throughput that, at a minimum, is 500 palm print transactions and 30 Latent transactions per day (on average across work days) -- respond by entering 'Yes' or 'No' in the box on the right.	
D	The current version of software in production at this customer's site performs real-time insertion and replacement of Palm print images in the target database -- respond by entering 'Yes' or 'No' in the box on the right.	
E	The current version of software in production at this customer's site has been in operation for 90 days after successful customer's acceptance test and has no outstanding suits, issues or critical problems -- respond by entering 'Yes' or 'No' in the box on the right.	
F	Date of Original Installation:	
G	Date of Qualifying Installation or Upgrade:	

Attachment 11c

Primary Qualifying Palm Print Customer Reference Form

Site Visit for Functional Evaluation

H	Release / version and date of software release at customer site and its relationship to the proposed release / version.		
I	Release / version and date of software of the proposed SABIS solution:		
J	Contact Name:		
K	Contact Title:		
L	Telephone Number – including country code and/or area code, if applicable:		
M	Fax Number – including country code and/or area code, if applicable:		
N	Contact Hours:		Time Zone:
O	E-Mail Address:		

Attachment 11d

Alternate Qualifying Palm Print Customer Reference Form

Site Visit for Functional Evaluation

For Use only if DCJS is unable to conduct a function site evaluation with the primary qualifying customer reference indicated on Attachment 11c. The Offerer is encouraged to submit a single site for DCJS to evaluate the Offerers' systems (i.e., same alternate site as referenced in Attachment 11b).

Attachment 11d

Alternate Qualifying Palm Print Customer Reference Form

Site Visit for Functional Evaluation

Offerer/Firm Name: _____

Qualifying Reference:

It is the Offerer's option to provide one alternate customer site reference with a forensic AFIS/ABIS palm print and unsolved Latent palm print system in production as described below:

- Utilizes the same generation of COTS software and architecture for sizing and throughput as the Offerer proposes in the response to this RFP.
- Has a target palm print database of at least ten thousand (10,000) palm print individuals with 2 or more palm print images per individual
- Has 500 palm print transactions and 30 Latent transactions per day (on average across work days).
- Performs real-time insertion and replacement of palm print images in the target database
- The Palm Print system current software release has been in operation for 90 days after successful customer's acceptance test and has no outstanding suits, issues or critical problems.

The customer reference provided to fulfill this requirement may also be used to fulfill either the RFP Subsection 3.1(B)(1) or (2) requirement (Attachments 8a through 9b), if the customer's system fulfills the specific requirements for each type of system.

It is DCJS' preference that Offerers provide a qualifying customer reference location in North America. The Offerer may stipulate a customer in a location outside North America, if there is no representative customer site in North America and provided the location is NOT within a country or region for which the United States Department of State has issued a travel warning or travel alert.

	Customer Site Name:	
	Address:	
	Country:	
	If the Customer Site is located outside the United States, answer the following question by entering an "X" in the appropriate "yes" or "no" box:	
	Does the Offerer have a representative site located within the United States?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Is the site within a country or region for which the Department of State has issued a current travel warning or travel alert?	<input type="checkbox"/> Yes <input type="checkbox"/> No
A	The current version of software in production at this customer's site performs palm print and Latent searches, palm print insertion and fingerprint replacement and utilizes the same generation of COTS software and architecture for sizing and throughput as the Offerer proposes in the response to this RFP -- respond by entering 'Yes' or 'No' in the box on the right.	
B	Size of palm print Database in Individuals with 2 or more palm print images per individual:	
C	The current version of software in production at this customer's site has throughput that, at a minimum, is 500 palm print transactions and 30 Latent transactions per day (on average across work days) -- respond by entering 'Yes' or 'No' in the box on the right.	
D	The current version of software in production at this customer's site performs real-time insertion and replacement of palm print images in the target database -- respond by entering 'Yes' or 'No' in the box on the right.	
E	The current version of software in production at this customer's site has been in operation for 90 days after successful customer's acceptance test and has no outstanding suits, issues or critical problems -- respond by entering 'Yes' or 'No' in the box on the right.	
F	Date of Original Installation:	
G	Date of Qualifying Installation or Upgrade:	

Attachment 11d

Alternate Qualifying Palm Print Customer Reference Form

Site Visit for Functional Evaluation

H	Release / version and date of software release at customer site and its relationship to the proposed release / version.		
I	Release / version and date of software of the proposed SABIS solution:		
J	Contact Name:		
K	Contact Title:		
L	Telephone Number – including country code and/or area code, if applicable:		
M	Fax Number – including country code and/or area code, if applicable:		
N	Contact Hours:	Time Zone:	
O	E-Mail Address:		

Attachment 12

Additional Forensic AFIS/ABIS Customer References Form

Attachment 12

Additional Forensic AFIS/ABIS Customer References Form

Offerer/Firm Name: _____

The Offerer shall supply the requested information on the reference form for at least three (3) forensic ABIS/AFIS references. The customer references provided to fulfill this element must be **in addition** to the customer references provided to meet the mandatory experience requirements for Subsections 3.1(B) 1 through 4 of the RFP (Attachments 8a through 11b). DCJS will evaluate the additional forensic AFIS/ABIS customer references based on similarity of the customer's AFIS/ABIS to the DCJS' ABIS in database sizes (number of individuals and unsolved images), throughput, complexity and operational requirements. Attach additional pages, if necessary.

1. **Client Name:** _____

Address: _____

Country: _____

Type of System

(AFIS/ABIS/_____): _____

Hours of site operation: _____

Date of proposed SABIS solution software version installation: _____

Release / version and date of software release at customer site and its relationship to the proposed release / version. _____

Number of individuals in target Tenprint file _____

Contact Name: _____

Contact Title: _____

Telephone Number – including country code and/or area code, if applicable: _____

Fax Number – including country code and/or area code, if applicable: _____

Contact Hours: _____

Time Zone: _____

E-Mail Address: _____

Attachment 12

Additional Forensic AFIS/ABIS Customer References Form

2. **Client Name:** _____

Address: _____

Country: _____

Type of System
(AFIS/ABIS/_____): _____

Hours of operation: _____

Date of proposed SABIS solution
software version installation: _____

Release / version and date of software
release at customer site and its
relationship to the proposed release /
version. _____

Number of individuals in
Tenprint file _____

Contact Name: _____

Contact Title: _____

Telephone Number – including
country code and/or zip code, if
applicable: _____

Fax Number –
including country
code and/or zip code,
if applicable: _____

Contact Hours: _____

Time Zone: _____

E-Mail Address: _____

Attachment 12

Additional Forensic AFIS/ABIS Customer References Form

3. **Client Name:** _____

Address: _____

Country: _____
Type of System
(AFIS/ABIS/_____): _____

Hours of operation: _____
Date of proposed SABIS solution
software version installation: _____
Release / version and date of software
release at customer site and its
relationship to the proposed release /
version. _____

Number of individuals in
Tenprint file _____

Contact Name: _____

Contact Title: _____

Telephone Number – including
country code and/or area code, if
applicable: _____

Fax Number –
including country
code and/or zip
code, if applicable: _____

Contact Hours: _____ **Time Zone:** _____

E-Mail Address: _____

Attachment 12

Additional Forensic AFIS/ABIS Customer References Form

4. **Client Name:** _____

Address: _____

Country: _____

Type of System
(AFIS/ABIS/_____): _____

Hours of operation: _____

Date of proposed SABIS solution
software version installation: _____

Release / version and date of software
release at customer site and its
relationship to the proposed release /
version. _____

Number of individuals in
Tenprint file _____

Contact Name: _____

Contact Title: _____

Telephone Number – including country code and/or zip code, if applicable:	Fax Number – including country code and/or zip code, if applicable:
_____	_____

Contact Hours: _____

E-Mail Address: _____

Time Zone: _____

Attachment 12

Additional Forensic AFIS/ABIS Customer References Form

5. **Client Name:** _____

Address: _____

Country: _____
Type of System
(AFIS/ABIS/_____): _____

Hours of operation: _____
Date of proposed SABIS solution
software version installation: _____
Release / version and date of software
release at customer site and its
relationship to the proposed release /
version. _____

Number of individuals in
Tenprint file _____

Contact Name: _____

Contact Title: _____

Telephone Number – including
country code and/or zip code, if
applicable: _____

Fax Number –
including country
code and/or zip
code, if applicable: _____

Contact Hours: _____ **Time Zone:** _____

E-Mail Address: _____

Attachment 12

Additional Forensic AFIS/ABIS Customer References Form

6. **Client Name:** _____

Address: _____

Country: _____

Type of System
(AFIS/ABIS/_____): _____

Hours of operation: _____

Date of proposed SABIS solution
software version installation: _____

Release / version and date of software
release at customer site and its
relationship to the proposed release /
version. _____

Number of individuals in
Tenprint file _____

Contact Name: _____

Contact Title: _____

Telephone Number – including country code and/or area code, if applicable:	Fax Number – including country code and/or area code, if applicable:
_____	_____

Contact Hours: _____

E-Mail Address: _____

Time Zone: _____

Attachment 13

SABIS Mandatory Base System Requirements – COTS or Customized

Attachment 13

SABIS Mandatory Base System Requirements – COTS or Customized

Vendor:				
<p>For each of the MANDATORY requirements specified below, enter check mark in the appropriate box to specify whether the proposed SABIS solution meets the MANDATORY requirement as part of the proposed COTS SABIS solution or as a customization to the proposed COTS SABIS solution. If customization of the COTS system must be done for any part of a requirement, mark the “Customized” box. If all components of the requirement are in the COTS system, mark the corresponding COTS box and indicate a customer site, preferably in North America, where this requirement is operating. Enter the customer site company name, full address, contact person name and telephone number in the “Customer Site” column for the first occurrence and enter only the company name for subsequent occurrences.</p>				
A. Requirement Type – Systems Requirements (1-39):		COTS	Custom	Customer Site

1	<p>The SABIS workflow and business rules shall be flexible to fully support DCJS’ legal and/or policy requirements, which may change, as well as the expansion and/or changes to DCJS’ identification workflow and business rules. New York State’s legal and/or policy requirements require the suppression of some records from search results, and also the expiration of Latent cases due to the respective crime’s statute of limitations.</p>			
2	<p>The vendor shall provide a SABIS solution with configuration items that may be changed to cause a respective system change without a system downtime, or emptying of queues. Configuration items shall include, but not be limited to, the following system parameters or settings, and have modifiable value to allow respective processing or related edits to change without the requirement for a software/code change:</p> <ul style="list-style-type: none"> a. the system setting whether or not a technician must review/confirm all automatic system determination for fingerprint patterns b. the system setting whether or not a technician must assign fingerprint patterns to fingerprints for a transaction before a Tenprint search c. the system setting whether or not a technician must review/confirm all system determined/suggested composite target image substitution d. the system setting whether or not a technician must review/confirm all automatic image quality ratings other than that of a good print e. the system setting whether or not a technician must assign image quality rating for each finger for a transaction before a Tenprint search f. the system setting for whether or not images are automatically sent for quality review after image coding g. the system setting for any threshold(s) used in searching h. the parameter for the maximum number of candidates to be returned in a candidate list for verification, with unique parameters for Tenprint searches utilizing a system threshold, Tenprint searches performed without a system threshold, Latent fingerprint, and Latent palm print searches i. the parameter for the number (1 or 2) of verifications required to finalize a Tenprint search that has at least one suspect that has been identified as a hit by a verification operator j. the parameter for the number (1 or 2) of verifications required to finalize a Tenprint search that has no suspects identified as a hit by a verification operator 			
3	<p>The SABIS shall support separate Latent fingerprint and Latent palm print processing configurations defined by each Contributor ORI/Regional Site. Items shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> a. Threshold Activation: The ability to turn off the SABIS scoring threshold to allow a configurable number of top candidates to return in the search result candidate list. b. Maximum Number of Candidates to be returned for comparison on a Latent search. c. Number of Latent Print Examiner verifications required to finalize the results of an evaluated Latent print search. d. A default setting for the county/region search filter. 			

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A. Requirement Type – Systems Requirements (1-39):	COTS	Custom	Customer Site
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4	<p>The SABIS shall include an audit capability. This audit system will store the associated data for both Latent and Tenprint processing for periodic reports, ad-hoc reports and analysis needs. This capability shall have a configurable retention period with an initial retention of 3 years. The audit capability and production of auditing reports shall not degrade identification system performance. Audit information shall include processing information, as noted below, and appropriate dates and times involving:</p> <ul style="list-style-type: none"> a. Transaction identification (IP address of source, contributor ORI, transaction/case/NYSID, any search id) b. Modifications (field identifier, before and after values, technician id), c. Error/rejection (types, values, technician id, Contributor ORI), d. Searches (types, such as auto process/ technician request; parameters used; technician id), e. Purge requests (TCN or NYSID, technician id), f. Transaction Processing Times for all stages/queues (stage/queue name, date started/ended, time(hour/minutes/second) started/ended, time elapsed for each stage), g. Search results (candidates, ranking/scoring information, Name Search/Tech Search/Both Search indicators), h. Technician determinations (manual patterns/quality, plain to roll/palm to palm/roll to roll substitution, technician id), i. System Processing, including Actions, Technician ID, Parameters and Results for: <ul style="list-style-type: none"> ▪ sequence check results, ▪ segmentation results, ▪ rejections, ▪ auto patterns/quality/topological assignment, ▪ minutiae assignment, ▪ fingers used for a search, ▪ sure hit determination, ▪ candidate elimination, ▪ NYSID/image verification and validation results, ▪ composite substitution, ▪ MRE creation, ▪ MRE modification, ▪ MRE substitution, ▪ Individual fingerprint quality rating score (if applicable) ▪ Automatic pattern updating, ▪ manual pattern updating ▪ User Administration System creations, deletions, modifications (userid of administrator, userid of subject, before and after values), ▪ CCH reject request. 			
5	<p>The Offerer's/Prime Contractor's software solution shall support DCJS' need to retain audit records for periods longer than 3 years.</p>			
6	<p>The Offerer shall provide hardware and software products that will automatically handle the transition for Daylight Savings Times and any legislated changes to Daylight Savings Times.</p>			
7	<p>The Offerer shall encrypt all DCJS data, residing or in communication outside the DCJS internal network and OFT datacenter, with a minimum 128 AES encryption. This includes backup media, file transfers and external sites. DCJS shall be given all cryptographic keys used involving DCJS data and systems.</p>			

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SABIS Mandatory Base System Requirements – COTS or Customized

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A. Requirement Type – Systems Requirements (1-39):	COTS	Custom	Customer Site
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8	SABIS shall process TP/ULF searches without affecting the processing of the related Tenprint transaction. The NYSID associated with the TP record shall not be suspended from other Tenprint processing while the TP/ULF search results are awaiting completion of verification.			
9	SABIS shall have the capability to reconcile sub-systems for data integrity purposes. In other words, and for example, the same target NYSIDs shall be in all related databases and files and such key data shall be consistently maintained.			
10	The SABIS workstation and user interface shall allow for use of bar code readers to eliminate redundant data entry for processing, where appropriate. Examples include, but are not limited to: NYSID and TCN.			
11	The SABIS shall provide for the addition of new demographic and biographic identifiers to the SABIS for candidates and search filter criteria.			
12	The SABIS solution shall provide for minutia editing of images to improve search accuracy.			
13	The Identification Technician shall have the ability to re-launch a sequence check after an error has been resolved. An error is resolved with a correction made by the Identification Technician at the SABIS workstation. That correction will place images in their proper sequence.			
14	Identification Technicians and Latent Print Examiners shall have the ability to print, to a printer, a candidate search list. This print capability shall be incorporated in the Offerer software.			
15	The SABIS hardware shall be network enabled at a minimum speed of 1 Gbps Fibre Channel for servers and a minimum speed of 1 Gbps Ethernet for workstations.			
16	The SABIS shall be capable of holding at least 10,000 work-in-process Tenprint transactions. Each transaction may have text and image data such as, but not limited to, 10 rolled finger image records, 4 plain finger image records prior to segmentation and 10 image records after segmentation, and up to 8 palm print image records System alerts shall be generated as held work-in process transactions approach 80% capacity.			
17	The SABIS shall be capable of preserving records and all associated data for work-in-process transactions in the event that Tenprint and/or Latent workstation operations, database, or other related functions/services are down or unconnected to DCJS or within SABIS, for a specific time period. These records shall then be automatically available for continued processing when service is restored.			
18	After any break in processing, resumed processing shall automatically work on transactions in an order selectable by priority and/or Contributor ORI.			
19	The SABIS shall be capable of holding at least 12,000 work-in-process Latent transactions.			
20	SABIS shall retain for each individual in the target database a composite record of the best images for each of the twenty fingerprint images (ten rolled and ten plain). SABIS shall retain for each image, a TCN, transaction source type and plain /roll indicator associated with each image. This composite record is to be continually evaluated and updated as necessary when new transactions are identified against a NYSID. When a NYSID has only one event, the images for that event will be contained in the composite record.			
21	The SABIS shall retain for each individual in the target Tenprint database, the two most recent transactions' fingerprints (plain and rolled). These are referred to as Multiple Registration Events (MRE) in this RFP. A MRE record will not exist when a NYSID has only one event, as the images for a single event will reside in the composite record. The Latent Search Ineligible is an attribute of each MRE and the composite record.			
22	The palm print record shall include up to 8 palm print images Customers sending palm print images to DCJS, use various equipment and each may send a different number of images per record.			

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A. Requirement Type – Systems Requirements (1-39):		COTS	Custom	Customer Site

23	<p>The ULF File shall include the following, at a minimum:</p> <ul style="list-style-type: none"> ▪ Latent Case Number; ▪ Latent Search ID; ▪ Latent Print Characteristics; ▪ Latent Print Image ID; ▪ Image Quality; ▪ Race; ▪ Sex; ▪ Pattern; ▪ Age; ▪ Age Difference/Tolerance; ▪ Crime Type; ▪ Crime Date; ▪ Creation Date; ▪ Expiration Date; ▪ Tickler Date; ▪ Contributor ORI; ▪ Site ID; ▪ Original Examiner ID (of examiner that added the entry); ▪ Assigned Examiner ID (of examiner that owns the UL Case); and ▪ search filters. 			
24	When any data is deleted from any database or file, the space shall be automatically available for reuse.			
25	A GUI monitoring system that displays all transaction information shall be available for all Identification Technician and Latent Print Examiner Supervisors over a secure TCP/IP thin client. This service shall be available from DCJS and regional supervisors' personal computers and easily accessible. These monitoring screens shall auto refresh at specified intervals and refresh by request.			
26	<p>The GUI monitoring system shall be accessible from DCJS and regional supervisors' personal computers that shall provide information that includes, but is not limited to:</p> <ul style="list-style-type: none"> ▪ A one page view of transaction counts for all queues; ▪ From the one page view, the ability to select a specific queue to display TCNs for all transactions in process, and status and historical information for an individual transaction, when selected; <p>This historical information shall include, but not be limited to:</p> <ul style="list-style-type: none"> ▪ Identification Technicians' userids; ▪ Contributor ORI; ▪ Total elapsed time for each queue; ▪ Total time idle in each queue; ▪ Total time spent working on an individual transaction in a particular activity 			
27	<p>The GUI monitoring system shall have user selected or designated filtering and or sorting capability for displaying transactions, based on, but not limited to these transaction data fields:</p> <ul style="list-style-type: none"> ▪ Identification Technician, ▪ Status, ▪ Work Queue, ▪ Priority (by one or more selectable priorities), ▪ Creation Date/Time, ▪ Contributor ORI, ▪ Transaction Identifier (TCN). 			

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A. Requirement Type – Systems Requirements (1-39):		COTS	Custom	Customer Site

28	In the GUI monitoring system, Tenprint transactions in process for more than thirty minutes shall be brought to the attention of supervisors by some visual alert (highlighting, flashing, etc.) and displayed on the supervisor’s user interface.			
29	In the GUI monitoring system, the default display for Tenprint transactions shall always list Priority 1 transactions first, regardless of arrival date/time. Priority 1 transactions shall be listed from oldest to most current arrival time.			
30	The system shall have the ability to purge transaction(s) in work queues based on, but not limited to, Contributor ORI, Service Status, TCN, Date/Time and/or Priority. This capability will be restricted by user/system administration rights, and shall purge the respective transaction from all SABIS systems, databases, and files, except the audit database.			
31	The Offerer shall propose an ABIS capable of direct communication with the DCJS Computerized Criminal History (CCH) system, which uses MQSeries.			
32	<p>The Offerer shall provide the following user interface features and functions for Work Queue information:</p> <ul style="list-style-type: none"> • Adjust the column widths; • Hide columns; • Sort ascending or descending on any of the columns; • Filter a column based on a specific value or range of values; • Remove transactions from present display based on group selection; • Refresh the display of the Work Queue per selectable time limit; • Filter the Work Queue using wildcard and character substrings; • Cancel filtered ranges; and • The ability to find a specific transaction in the work queue by Latent File Number, Latent Search ID, TCN/NYSID, Contributor ORI, or other work queue parameters. 			
33	SABIS workflow shall include the sending and receiving of messages meeting NIST/NYSEFTS standards between SABIS and NYS Store and Forward and the CCH. If NIEM XML standards are defined and approved for the FBI/CJIS EBTS V8 Part 2 at contract time, the use of NIEM XML will require the approval of DCJS.			
34	A one to two finger verification function and device is required. This functionality shall support wired applications, and shall include verification confinement/custodial control (i.e. correctional institutions). This device shall be capable of inputting a NYSID number which will then retrieve from the SABIS the images and minutiae to be compared to up to two input images collected at the remote site. This device shall also be capable of performing an image quality check prior to submission to determine if quality is too low for search and require Identification Technician to do manual checking with DCJS. This function shall return and display a comparison result of either a “yes”, “no” or “inconclusive”. (See Appendix L for number of devices)			
35	The Offerer proposed solution shall include a product, package or other means for the Offerer to produce configurable reports, as described in the Appendix E, Production Reports Requirements. Also, this solution will allow for DCJS’ ad hoc reporting.			
36	With the proposed solution, all images and associated data shall be the property of DCJS. Access to all images and associated data shall not be limited in any manner regardless of the purpose (e.g., extract all images and associated data). The Offerer solution shall provide a means for direct access (e.g., extract APIs, SQL) to all images and associated data in non-proprietary format for DCJS use.			

Attachment 13

SABIS Mandatory Base System Requirements – COTS or Customized

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A. Requirement Type – Systems Requirements (1-39):		COTS	Custom	Customer Site
37	<p>The Offerer shall provide a SABIS solution that allows for updates to critical parameters / values without system downtime. The parameter / value update solution may be used for Tenprint and / or Latent processing and shall include, but is not limited to, the following:</p> <ul style="list-style-type: none"> • Add, modify or delete parameters / values • Respective Pattern comparison values • Error values/reasons which can be selected by the automatic and/or manual processes for a transaction in Tenprint processing • Specific automatic sequence errors, denoted by DCJS, which would require workstation review in Tenprint processing. Such errors may include transposed fingers, transposed hands, and duplicate rolled fingers. 			
38	<p>For 500 ppi fingerprint and palm print images, the Offerer shall comply with FBI-EBTS image quality specifications and shall maintain images compressed to a maximum average ratio of 15:1 using Wavelet/Scalar Quantization (WSQ) algorithm. For 1000 ppi fingerprint and palm print images, the Offerer shall comply with FBI-EBTS image quality specifications and shall maintain images compressed to a maximum average ratio of 15:1 using JPEG 2000 algorithm.</p>			
39	<p>The SABIS shall accept and process DCJS MRE Status Message, see the Message Tables, Appendix J, Tables 1a – 1e, which will identify the deletion of a NYSID’s MRE record based on the original TCN. After MRE deletion, an MRE Status Response message shall be sent to DCJS with confirmation of delete or a response to indicate “associated MRE not present”.</p>			

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B. Requirement Type – Tenprint Requirements (40-109):		COTS	Custom	Customer Site
40	<p>If a subsequent technical search of the MRE target database ranks multiple events for the same NYSID high enough to be returned for comparison, then the SABIS must filter the candidate list so that only one representation of each record is returned to the examiner/technician.</p> <p>The representative image(s) returned for comparison will be the highest scoring of the multiple events for that NYSID.</p> <p>A notation that a candidate was produced on multiple events for the same NYSID will be viewable by request. (See item 82 on Attachment 13)</p>			
41	SABIS shall use the priority setting specified in the incoming transaction to set the priority of the transaction for processing. See Priority in the Message Tables, Appendix J, Tables 1a – 1e.			
42	The Offerer shall provide the ability to override the order of priority precedence for one or more transactions to meet the service delivery objectives.			
43	The Offerer shall maintain an ongoing conversion function as part of the Production system for batch updating of electronic fingerprint images, palm print images and associated data for an existing NYSID. Batches may contain only fingerprint images or palm print images with the associated data. This shall include batch processing for additional conversion after the initial conversion phase has been concluded and the SABIS is in Production.			
44	<p>The SABIS shall enable an Identification Technician to reject a transaction at any time during the pre-search process. A message shall be sent back to DCJS with, at a minimum, the following information:</p> <ul style="list-style-type: none"> • Rejection reason(s) • Date/time of rejection • TCN 			
45	The SABIS shall accept a purge request from DCJS at anytime throughout the process. At the time of the purge request, all processing of the transaction shall conclude. See Appendix J, Tables 1a – 1e for message requirements.			
46	<p>The SABIS shall enable an Identification Technician to modify a transaction during the pre-search process. These modifications shall include, at a minimum, the following information:</p> <ul style="list-style-type: none"> • Manually assigned patterns • Selection/Deselection of Rejection reason(s) • Visual /coder qualities • Minutiae editing • Plain to roll or roll to roll replacement • Comment 			
47	The Offerer shall propose a SABIS capable of performing different types of Tenprint to Tenprint searches using from 1 to 10 fingers, such as, system initiated transaction searches; Identification technician initiated searches; self searches; and off-line searches. The number of fingers for system initiated transaction searches would be based on the Offerer's/Prime Contractor's requirement to attain the stated accuracy rates. Identification Technician initiated searches would be based on the Identification Technician's selection of any finger and any number of fingers. In an off-line search, the acquisition may be from 1 to 10 fingerprint images.			
48	The Tenprint identification process shall initially search, at a minimum, the rolled composite images.			
49	SABIS shall be able to process and identify Tenprint transactions that are SABIS Update Ineligible. These transactions shall not add the fingerprints to the Tenprint database or update to a composite record.			

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B. Requirement Type – Tenprint Requirements (40-109):		COTS	Custom	Customer Site
50	The SABIS shall have the ability to mark fingerprint images from the current identified transaction as potential substitution in the composite record for the individual. The ability shall be provided both automatically by the SABIS and manually by an Identification Technician. A selectable option for transactions automatically marked by the SABIS shall allow an Identification Technician to confirm the substitution and possibly switch individual rolled or plain fingerprint identification images before confirmation. This confirmation shall take place at the end of the identification process before an update takes place.			
51	SABIS shall support image resolutions of both 500 and 1,000 ppi in all aspects of capture, processing and archiving, both internally (in-house capture equipment) and externally (contributor livescan devices). In the event that industry trends move beyond 1,000 ppi, the system shall be able to be upgraded to accept greater than 1,000 ppi images.			
52	The SABIS shall have the ability to present side by side view of acquired fingerprint image(s) and the images for an entered target NYSID number.			
53	The SABIS shall have the ability to search the target Tenprint database based on image(s) acquired by an Identification Technician. This transaction will not result in an update to the target database.			
54	The SABIS shall have the ability to process hard copy cards. This scenario shall include FBI certified equipment that allows for the manual capture of fingerprint images, palm print images, and appropriate data. The manual capture device shall allow for the capture of fingerprint images and palm print images with no degradation of the images. This capture shall conform to the IAFIS Image Quality Specifications provided in Appendix F of the CJIS Electronic Biometric Transmission Specification, which can be found on the FBI web site at: http://www.fbi biospecs.org/fbibio metric/docs/EBTS%20V8.002%2010-24-07.pdf			
55	Hard copy acquired fingerprint transactions must be formatted in the specified format that will be required by DCJS and documented in the NEW YORK STATE CRIMINAL JUSTICE ELECTRONIC FINGERPRINT TRANSMISSION STANDARD (NYSCJEFTS), which can be found at: http://www.criminaljustice.state.ny.us/advtech/efts.pdf . The message TOT (type of transaction) will be “TPS”, in the Tenprint Acquisition message sent to DCJS for a fingerprint search submission requiring fingerprint images, signature image and limited textual information, and may include palm print images as supplied from the contributor. As the TPS message format has not yet been specified in the NYSCJEFTS, expect that the format will include the TCN, fingerprint images, signature image, fingerprint data, palm print image, and palm print data as those data fields are formatted within the current NYSCJEFTS. Should the XML NIEM message format for this type of message be defined and agreeable to both DCJS and the Offerer, then that format may be applied for this message.			
56	The SABIS shall have the ability to acquire and update NYSID associated hard copy palm print images at 1,000 PPI which are not associated with a Tenprint Identification transaction.			
57	SABIS shall not automatically reject the Tenprint transaction if the related Palm Print images are designated as poor quality.			

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B. Requirement Type – Tenprint Requirements (40-109):		COTS	Custom	Customer Site
58	<p>SABIS shall store for Tenprint transaction processing the following results, which will be available via an immediate TCN inquiry through a GUI:</p> <ul style="list-style-type: none"> • Pattern and quality assignment values(manual and automatic), date/time, and Identification Technician userid • Topological mapping, if used in the Offerer’s/Prime Contractor’s solution • Automatic sequence check information • Encoding information, such as scores (if used) • Errors detected during automatic system checks (i.e. pattern mismatches, segmentation/sequence errors, quality problems) • Identification Technician’s problem resolution information (i.e. pattern changes, image manipulation such as roll to roll or slap to roll image switch, and minutiae editing, as well as date/time of resolution and Identification Technician userid) 			
59	The SABIS shall perform autoclass pattern classification. The system shall compare autoclass patterns with manually assigned patterns to determine mismatches.			
60	The SABIS shall automatically code and flag poor quality fingerprint images.			
61	The SABIS shall automatically code and flag poor quality palm print images.			
62	The SABIS shall automatically segment plain fingerprint images.			
63	The SABIS shall automatically perform fingerprint sequence checking.			
64	Palm print encoding, quality checking, and sequence checking shall be performed and noted in the SABIS results on all palm prints, where applicable. Automatic sequence checking shall ensure that palm prints are in the proper position (i.e. the left palm in the left palm capture box) and associated with the correct hand (i.e. using a finger for verification, when available). Fingerprint transactions shall not be forced for manual review/ Post Encoding/Quality Control for problems detected solely with palm print images.			
65	The SABIS shall accept DCJS Transaction Requests identified by TCN, sent via DCJS CCH. See Appendix J, Tables 1a – 1e.			
66	<p>The SABIS shall process and merge candidates for Tenprint verification as follows:</p> <ul style="list-style-type: none"> • Name search candidate NYSID numbers, submitted from the DCJS CCH System, with a name search score below a DCJS defined high name search score, shall be eliminated by SABIS based on a comparison of the candidate’s fingerprint patterns with a corresponding transaction’s assigned pattern classification. • Any name search candidate whose fingerprint patterns are not considered a match with the transaction’s patterns will not be sent for verification. • A technical search is launched by the SABIS and the suspects returned for verification are merged with the suspect list resulting from the name search candidate/transaction pattern comparison, plus field hit and number hit NYSID candidates. • Name search candidates with a name search score that is equal to or greater than a DCJS defined high name search score; field hit; and number hits are NYSID candidates that are all submitted from the CCH and are included in the candidate list for verification but are NOT subject to pattern comparison. • This merged candidate list is sent for verification. The merged candidate list shall be displayed for verification in the order of most likely to least likely match, with duplicate candidates only appearing once. • The most likely candidate matches are where a candidate is from both the technical search (above threshold) and any other type list. <p>(Requirement 66 continued next page)</p>			

Attachment 13

SABIS Mandatory Base System Requirements – COTS or Customized

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B. Requirement Type – Tenprint Requirements (40-109):		COTS	Custom	Customer Site
66	<p>Requirement 66 – continued</p> <ul style="list-style-type: none"> • A name search candidate whose name search score is below a DCJS defined high name search score, is considered a potential match to an input fingerprint transaction when there is a match of fingerprint patterns to nine of ten respective fingers between the name search candidate and the input fingerprint transaction. This potential match scenario described above results in a filtered name search candidate. Fingerprint patterns are considered a match when; <ul style="list-style-type: none"> • the fingerprint patterns are an exact match, or • any primary pattern or reference pattern of a search candidate finger matches any primary pattern or reference pattern of an input finger, or • a search candidate fingerprint pattern or an input fingerprint pattern is equal to the value of a missing finger, or • a search candidate fingerprint pattern or an input fingerprint pattern is indeterminable. 			
67	<p>If a Namesearch candidate is eliminated based on the pattern comparison rules, results of the eliminated candidate returned to DCJS are, at least:</p> <ul style="list-style-type: none"> • TCN • NYSID • Pattern Eliminated Indicator 			
68	<p>The SABIS shall have a technical search with thresholding. This search matches the characteristics of the incoming fingerprint images to those on the target database and when the images of a target database NYSID match the input image above a predefined DCJS threshold, the associated NYSID is produced as a candidate.</p>			
69	<p>If an identification is a “Sure Hit”, the identification results of the candidate returned to DCJS are, at least:</p> <ul style="list-style-type: none"> • TCN • NYSID • Sure Hit Indicator • SABIS score 			
70	<p>The SABIS shall allow for one or more additional technical searches of the composites and MREs for a Tenprint transaction when no identification is made from the results of the first search. If technical searching has filtering of any type, then non-identifications shall undergo a more penetrating system driven no-threshold search using selectable parameters. Such parameters will consist of the number of search candidates, gender, and the use of additional and/or different fingers from the initial search.</p>			
71	<p>After the SABIS identification process is initially completed, a Transaction Response is sent from the SABIS to the DCJS CCH. In the case where this Transaction Response includes an identification, the DCJS CCH may subsequently respond to the SABIS with another Transaction Request for that transaction. This Transaction Request indicates that DCJS invalidated any Hit/Identification from SAFIS. The SABIS shall act on the request as follows:</p> <p>A single no threshold search is launched to produce another candidate for verification. No repeat candidates from prior search(es) for this fingerprint transaction TCN will be sent to verification or returned in the subsequent DCJS response. After searching and subsequent verification (if necessary) is completed, another Transaction Response message is returned to the DCJS CCH from the SABIS with any new candidate’s Candidate Identification Indicator.</p>			

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SABIS Mandatory Base System Requirements – COTS or Customized

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B. Requirement Type – Tenprint Requirements (40-109):		COTS	Custom	Customer Site
72	<p>After the SABIS identification process is initially completed, a Transaction Response is sent from the SABIS to the DCJS CCH. In the case where this Transaction Response includes no identification, the DCJS CCH may subsequently respond to the SABIS with a single additional Transaction Request for that transaction. This Transaction Request indicates that DCJS has another namesearch candidate for verification on the SABIS. The SABIS shall edit and act on the request as follows:</p> <ol style="list-style-type: none"> 1. SAFIS pattern comparison will be performed between that name search candidate's NYSID pattern on the target database and the transaction fingers' patterns 2. If the name search candidate's fingerprint patterns are pattern eliminated, then the Transaction Response message is returned to the DCJS CCH with that new name search candidate's Candidate Identification Indicator of "Pattern Eliminated". 3. If the name search candidate's fingerprint pattern is not pattern eliminated, then the candidate is sent for workstation verification and when subsequent verification is completed, another Transaction Response message is returned to the DCJS CCH from the SABIS with the new candidate's Candidate Identification Indicator. 			
73	<p>The SABIS shall process Final Identification Message from the DCJS CCH as follows (Note – see Appendix J, Tables 1a – 1e):</p> <ol style="list-style-type: none"> 1. If the TPULF-eligible is set, SABIS shall automatically initiate a TP/ULF search with the transaction's images. 2. In addition, for all Final Identification messages <ol style="list-style-type: none"> a. If NYSID is present in the message and the transaction is eligible for SABIS updating, perform the applicable target database update/modification process of the record and respond to DCJS CCH with the File Status Response message including the type of transaction (TOT) as TRANCLSD (tran closed). b. If NYSID is present in the message and the transaction is SABIS Update Ineligible, update the audit system and respond to DCJS CCH with the File Status Response message including the type of transaction (TOT) as TRANCLSD (tran closed). c. If NYSID is not present in the message, update the audit system and respond to DCJS CCH with the File Status Response message including the type of transaction (TOT) as TRANCLSD (tran closed). 			
74	Fingerprint acquisition and related SABIS Update Ineligible searches (inquiry transactions) shall be executed from remote sites without updating the permanent target SABIS database.			
75	<p>When the system is configured for a one-step verification, the SABIS shall have another configurable capability for specific instances where exceptions exist that require a second step (or validation) to occur. These instances may consist of, but are not limited to:</p> <ol style="list-style-type: none"> 1. A Dubious identification scenario – shall include such criteria as (a) Year of birth difference of seven years or more; or (b) low matching scores, or the equivalent. 2. There is no identification decision or there is an inconclusive decision for a suspect verification by the first verifier when performing one-step verification 			
76	All twenty fingers, both the rolled images and the plain images, are to be made available from the composite tenprint target database for comparison purposes.			
77	During the initial verification and validation process, no scores or biographic data shall be displayed on the screen.			

Attachment 13

SABIS Mandatory Base System Requirements – COTS or Customized

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<i>B. Requirement Type – Tenprint Requirements (40-109):</i>		<i>COTS</i>	<i>Custom</i>	<i>Customer Site</i>
78	All NYSID candidates require a decision i.e. hit/no hit/inconclusive.			
79	Image clarification and orientation applied to the search image will be retained when progressing through the candidate search list. Identification Technicians can return to the original fingerprint image and orientation by a single mouse click or key press throughout that identification transaction.			
80	At a minimum, Identification Technicians performing verification shall be able to view candidate rank, NYSID number and TCN.			
81	The identification results of the candidate(s) returned after verification/validation are: <ul style="list-style-type: none"> • TCN • NYSID • Identification result • SABIS score 			
82	For each search candidate in Validation, search scores, candidate rank, biographic data, candidate origin (CCH suspect or technical search suspect), and search type, will only be made available upon request for display purposes by accessing a pop-up window.			
83	Validators shall be able to modify patterns and re-launch searches from the workstation.			
84	When transaction validation is complete, SABIS returns Transaction Response to DCJS CCH (Note – see Appendix J, Tables 1a – 1e).			
85	SABIS shall allow exception processing for both TCN-based search transactions and NYSID-based search transactions.			
86	TCN-based transactions shall require exception processing when transactions declared non-identifications in Verification/Validation but could also be a hit based on: <ul style="list-style-type: none"> • high name search score, and/or • a candidate produced from both name search and technical search, and/or • a candidate produced from a contributor supplied number (field hit or number hit). 			
87	Search transactions requiring exception processing before final identification result is returned to the DCJS CCH include those where: <ul style="list-style-type: none"> • The verification and validation results do not match • Any NYSID candidate is not present on the SABIS (if this is possible, such as completely bandaged hands) 			
88	SABIS shall allow for rechecking (additional review of transaction before final non-identification decision is made), from the workstation, on an as-needed, selectable basis.			
89	Recheckers shall have the capability to overwrite any part of the search criteria (patterns, search fingers-including using a combination of roll images and plain images) that will re-launch the search and will update the changes to the database.			
90	Recheckers shall have the capability to change search criteria and subsequently launch searches that will retain original search transaction for updating the target database. These criteria shall include, but not be limited to: <ul style="list-style-type: none"> • Selecting/deselecting fingers used in the search • Patterns and pattern references • Sex 			
91	SABIS shall trigger exception processing for NYSID-based transactions that require pattern reconciliation for the incoming transaction versus the target record against which the transaction was identified. When the images for the transaction are identified to a NYSID, but the related patterns are not similar per DCJS defined pattern comparison rules, the transaction will be placed in exception processing. An Identification Technician shall have the ability to view all images on a SABIS workstation and change the patterns on the composite record, if necessary.			

Attachment 13

SABIS Mandatory Base System Requirements – COTS or Customized

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B. Requirement Type – Tenprint Requirements (40-109):		COTS	Custom	Customer Site
92	<p>Upon receiving a Final Identification Message from DCJS for transactions that are identified to an existing NYSID on the target database (NYSID information will be updated), the SABIS shall compare the patterns from the transaction with the corresponding patterns on the target database and process according to the following:</p> <ul style="list-style-type: none"> ▪ If for all fingers each finger’s patterns are identical or the pattern in the target database is a subset of the pattern in the transaction, no pattern updating is necessary and normal processing can continue. ▪ With the exception of Unknown (?) and Missing (M) pattern types, if any finger’s pattern comparison fails to meet the above comparison rule, the pattern for that finger from the transaction shall be merged with that finger’s target database pattern, updated and the transaction shall be sent to exception processing for review. ▪ For identified NYSIDs that have Unknown (?) or Missing (M) pattern types on the target database and the transaction has a pattern type of /, \, A and/or W, do not update the patterns from the transaction to the existing NYSID and send the transaction to exception processing for review. ▪ For identified NYSIDs that have Unknown (?) or Missing (M) pattern types on the transaction and the corresponding finger’s patterns on the target database is /, \, A and/or W, do not update the patterns and send the transaction to exception processing for review. 			
93	Any image or search data changes to a NYSID record shall automatically launch TP/TP and TP/ULF searches. For any TP/TP searches that result in a hit, SABIS returns ‘NYSID search’ Results message to DCJS CCH. See Appendix J, Tables 1a – 1e message requirements.			
94	The SABIS shall be able to run NYSID-based self-searches utilizing selectable search parameters and/or a NYSID list supplied by DCJS and/or all records not searched or identified to in a previous timeframe. The SABIS must support this functionality without impacting priority work. For any searches that result in an identification(s), SABIS returns ‘NYSID search’ Results message to DCJS CCH. See Appendix J, Tables 1a – 1e for message requirements.			
95	SABIS shall provide a function to modify a composite and/or MRE in the event of an erroneous identification			
96	SABIS shall receive and process ‘NYSID Status’ messages from DCJS CCH, after DCJS processing has performed a record maintenance or other update upon a NYSID number. If the message contains an event count field value of “0” for the NYSID, then SABIS shall delete the NYSID from the SABIS, and format and send NYSID Status Response message to DCJS. If the NYSID Status message contains an event count field value greater than “0”, then SAFIS shall compare that data with the corresponding data on the target database for the NYSID, and update SABIS appropriately, if necessary, to contain only the corresponding data that is in the NYSID Status message. This is necessary because the DCJS CCH will determine the SABIS eligibility as well as the most current biographic and demographic data for the NYSID numbers in the SABIS target database(s). SABIS returns a NYSID Status Response message to DCJS CCH. See Appendix J, Tables 1a – 1e for message requirements.			
97	The SABIS shall send a SABIS FILE Maintenance Notice message (as defined in the SABIS Message Table, Appendix J, Tables 1a – 1e) to DCJS CCH when information kept on the DCJS system is changed on the SABIS (i.e. patterns, quality of images).			
98	All SABIS data must be viewable, by NYSID or TCN, via a user interface.			

Attachment 13

SABIS Mandatory Base System Requirements – COTS or Customized

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B. Requirement Type – Tenprint Requirements (40-109):		COTS	Custom	Customer Site
99	<p>User Interface screens shall be used by Identification Technicians and will display real-time transaction based information. The field information displayed should be selectable for a given transaction. This information should include, when present, but not be limited to:</p> <ul style="list-style-type: none"> ▪ TCN; ▪ Current Status/Queue; ▪ Name; ▪ Contributor ORI; ▪ Type of transaction; ▪ Fax Number; ▪ Arrest number; ▪ CJTN; ▪ Transaction Processing Times for all stages/queues (stage/queue name, date started/ended, time (hour/minutes/second) started/ended, time elapsed for each stage)); ▪ Pattern Assignments for each finger by stage/queue including Identification Technician userid and pattern (auto classification, manual, topological, if used); ▪ Quality Assignments for each finger (coder and manual, if used)by stage/queue including Identification Technician userid and score, if used; ▪ Rejection Reasons, both actual and tentative, and Identification Technician userid by stage/queue with date and time of rejection; ▪ Image Substitution Performed with Identification Technician userid and finger numbers by stage/queue; ▪ Exception Processing results; ▪ Verification/Validation results; and ▪ Sequence Errors detected. 			
100	A user interface screen shall include Transaction source type for each image for a NYSID.			
101	<p>A user interface screen shall include the following NYSID information:</p> <ul style="list-style-type: none"> • Patterns – values on the system currently, manual and/or auto class indication for each finger. 			
102	<ul style="list-style-type: none"> • An indicator if the finger was captured from a rolled or a plain impression. 			
103	<ul style="list-style-type: none"> • The Quality for each finger, visual rating coder score and coder rating. 			
104	<ul style="list-style-type: none"> • Indication for each finger that has a scar (SR). 			
105	<ul style="list-style-type: none"> • The event count 			
106	<ul style="list-style-type: none"> • TCN's for latest five transactions associated to a NYSID. A hyper-link for each TCN to the Audit information, when selected, will return all TCN information to the user interface. 			
107	<p>A user interface screen shall include the following TCN information:</p> <ul style="list-style-type: none"> • a hyper-link on the identified NYSID, if applicable. When selected, the NYSID link will return the NYSID information to the user interface. • Verification and Validation results on one screen. 			
108	The SABIS shall permit an Identification Technician to process through a range of transactions or all transactions in a Work Queue, without having to return to the Work Queue to select the next item to be worked on. The next transaction shall automatically be made available upon completion of the current transaction.			
109	The SABIS shall automatically refresh the Work Queues as transactions are completed from the queues.			

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<i>C. Requirement Type – Latent Requirements (110-175):</i>		<i>COTS</i>	<i>Custom</i>	<i>Customer Site</i>

110	Latent fingerprint processing shall search the entire target database consisting of the rolled and plain fingers from the composite and each MRE.			
111	All known Palm Print submissions shall automatically be searched against the Unknown Latent Palm Print File (TPP/ULPP).			
112	Palm Print submissions shall be updated to the corresponding target database.			
113	SABIS shall accept and store Latent print images in commonly accepted resolution at or above 500 ppi as supported by the ANSI/NIST-ITL-1-2007.			
114	SABIS shall provide encoding and searching of Latent print transactions at 500 ppi if received at 500 ppi.			
115	SABIS shall accept and store Latent print images at 1000 ppi. SABIS shall extract feature characteristics from these images at a minimum of 500 ppi and enable a Latent Print Examiner to perform Latent print searches at a minimum of 500 ppi against the appropriate target database.			
116	SABIS shall enable a Latent Print Examiner to launch a Latent print search from these images.			
117	SABIS shall accept at least one standard image file format such as bitmap and tiff. The image file must be a lossless format.			
118	SABIS shall create an FBI EBTS compliant Latent print feature search transactions file.			
119	SABIS shall have an alpha numeric Latent print image identifier to be entered by the Latent Print Examiner. The Latent print image identifier will be the same for each unique Latent print image across all searches of that image in the case.			
120	The Latent Search ID shall allow up to ten characters and be fully editable by the Latent Print Examiner. The Latent Search Id must be unique within a Latent Case Number.			
121	Each Latent Print Examiner shall be able to override the regional site’s default search settings before launching Latent searches.			
122	SABIS shall maintain the original and clarified version of a Latent print image and allow both to be used when making comparisons to candidates.			
123	The search filters shall at a minimum include options on finger number or palm position, segmented palm areas (if applicable), sex, race, county, region, crime type and Latent search eligible civil records. If the Offerer’s/Prime Contractor’s system uses fingerprint patterns then there shall be the option to include fingerprint pattern as a filter.			
124	SABIS shall allow a Latent Print Examiner to search unsolved Latent fingerprint images against the Unsolved Latent Fingerprint Database. LFP/ULFD			
125	SABIS shall allow a Latent Print Examiner to search unsolved Latent palm print images against the Unsolved Latent Palm Database. LPP/ULPD			
126	SABIS shall allow the Latent Print Examiner to mark a Latent print image as either finger or palm. SABIS shall use this designation to search the appropriate target database.			
127	SABIS shall enable a Latent Print Examiner to select a 360 degree orientation search.			
128	SABIS shall enable a Latent Print Examiner to segment individual finger print images from a cluster and individually encode one or more Latent print images.			
129	The Latent Print Examiner shall be able to indicate the pattern of each individual image in the cluster whether or not the individual Latent print image is used in the search.			
130	SABIS shall allow for automatic and manual encoding of Latent print image features and the retention of such image features.			
131	SABIS shall allow a Latent Print Examiner the option to reuse the encoding from one search when additional searches of the same image are performed using different search parameters.			

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C. Requirement Type – Latent Requirements (110-175):		COTS	Custom	Customer Site

132	SABIS shall automatically assign to each Latent print image search a search creation date equal to the present date.			
133	SABIS shall enable the Latent Print Examiner performing the encoding to change the parameters of a search, add a new search, and delete a specific search.			
134	SABIS shall provide a single entry screen to support modification of descriptors, data fields, and parameters for search.			
135	SABIS shall enable a Latent Print Examiner to add, edit, and delete automatically or manually encoded features from Latent print images.			
136	SABIS shall enable the Latent Print Examiner the option to save any Latent search to the ULFD/ULPD or to discard the Latent print image search.			
137	SABIS Latent search results shall not include a candidate marked as Latent Search Ineligible (information supplied from DCJS CCH, see Message Table, Appendix J, Tables 1a – 1e).			
138	SABIS shall enable a Latent Print Examiner to perform at the workstation a side by side evaluation of a Latent print image record and an image of a known suspect by entering the suspect NYSID as the candidate.			
139	The Latent Print Examiner shall have the option to perform a TP/ULFD or a PP/ULPD search with the suspect image(s.) This search is performed when a suspect name and/or NYSID is provided by the submitting agency and the NYSID Tenprint or Palm print record is searched against the appropriate target database.			
140	SABIS shall perform the selection of Latent print candidates above the site's Candidate Threshold.			
141	Post search, when a Latent Print Examiner is reviewing search results, SABIS shall enable the Latent print examiner to select a view of a top number of candidates.			
142	The candidate list shall display, at a minimum, the Latent print Case Number, Latent print image identifier, search parameters, and each candidate NYSID.			
143	SABIS shall rank and display the candidate list in the order of most likely to least likely match.			
144	When performing side by side image comparison in both the Evaluation and Verification process, SABIS shall provide the Latent Print Examiner the ability to print the biographic data of an individual candidate who appears in the search result candidate list.			
145	SABIS shall not display any biographic data on a candidate, such as name. The candidate shall be specified to the Latent Print Examiner only by the NYSID number and any search parameter data.			
146	SABIS shall include on the candidate list the matching finger number.			
147	SABIS shall not display the SABIS score on the evaluation user interface.			
148	SABIS shall return the search results automatically to the same Latent Print Examiner that initiated and launched the search unless the Latent Print Examiner has specified otherwise			
149	SABIS shall inform each verifier when their indications are not all the same and allow each to reevaluate their indication. The process will not be completed until all indications agree. SABIS shall enable a verifier to forward a Latent print to a supervisor or to another Latent Print Examiner when the verification cannot be confirmed. The supervisor will have the final determination.			
150	SABIS shall provide a side by side view of the Latent print image along with the corresponding search candidate's fingerprint or palm print image area to support evaluation.			
151	SABIS shall display the Latent print image beside the candidate image at the same size and scale.			
152	SABIS shall enable the display of the Latent and candidate images at the same orientation based on SABIS's correlation of print image features.			
153	SABIS shall enable the toggling on and off of the display of minutiae for the Latent and candidate print images.			

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C. Requirement Type – Latent Requirements (110-175):		COTS	Custom	Customer Site

ID	Requirement			
154	SABIS shall enable the Latent Print Examiner to place their own markers on the Latent and candidate images. Markers shall be editable (placed or removed) with the ability to be toggled on and off.			
155	SABIS shall forward all Latent print searches that have been evaluated to the Latent Print Examiner assigned to a verifier role for further processing.			
156	SABIS shall provide a means for the verifying Latent Print Examiner to indicate an identification, non-identification, or inconclusive result to a search candidate by a single action with a confirmation step.			
157	Upon a verifying Latent Print Examiner indicating an identification, SABIS shall automatically create a printable “screen image” as a locked comparison quality image that combines the submission Latent search image and corresponding candidate search image as viewed at the time of verification.			
158	The printable screen image from a verifying Latent Print Examiner’s identification, will contain, in addition to the images, the following information: the user ID of the verifying Latent Print Examiner, device on which the verification took place, verified NYSID, Latent case number, submission Latent print image, Tenprint file fingerprint image, palm hand or specific palm area, image name, date and time verification occurred.			
159	SABIS shall enable a Latent Print Examiner to print the evaluation or verification side by side comparison screen image. This shall be printed at the highest resolution available for the printer. See http://www.fbi biospecs.org/fbibio metric/docs/EBTS%20V8.002%2010-24-07.pdf			
160	When a TP/ULFD search result is being viewed, SABIS shall display at workstation evaluation verification time, all Latent case numbers related to the same search.			
161	When a Palm print transaction is tentatively identified to a Latent Palm print image(s) stored in the Unsolved Latent Palm print database as a result of a PP/ULPD search, SABIS shall display all Latent case numbers related to the same search.			
162	When a Latent print search results in a non-identification and the Latent Print Examiner has indicated the search retention Expiration Date, SABIS shall automatically retain the image on the ULFD or ULPD with the Expiration Date.			
163	SABIS shall allow a single case to be searched autonomously by multiple Latent Print Examiners. Each search shall be saved separately with the same case number but distinguished by differing originating Latent Print Examiner.			
164	When saving a Latent Fingerprint (LFP) image to the Unsolved Latent Fingerprint Database (ULFD,) SABIS shall allow a Latent Print Examiner to select which future Non-Identified Tenprint (TP) transactions shall trigger searches against the saved Latent Fingerprint image (TP/ULFD.) These search filters may include but not be limited to crime type, county, region, sex, race and can be changed by the initiating/owning Latent Print Examiner at anytime.			
165	When saving a Latent Palm print (LPP) image to the Unsolved Latent Palm print Database (ULPD,) SABIS shall allow a Latent Print Examiner to select which future Non-Identified Palm print (PP) transactions shall trigger searches against the saved Latent Palm print image (PP/ULPD.) These search filters may include but not be limited to crime type, county, region, sex and can be changed by the initiating/owning Latent Print Examiner at anytime.			
166	SABIS shall perform the selection of TP/ULFD search candidates above a selectable Candidate Score Threshold or other search System Hit Parameters.			
167	The verification process of a Tenprint image searched against the Unsolved Latent Fingerprint Database (TP/ULFD) shall be uniform with the verification process of a Latent Print Fingerprint image searched against the Tenprint Database (LFP/TPDB).			
168	SABIS shall not automatically determine identification or non-identification on a TP/ULFD search candidate.			

Attachment 13

SABIS Mandatory Base System Requirements – COTS or Customized

Vendor:				
<p>For each of the MANDATORY requirements specified below, enter check mark in the appropriate box to specify whether the proposed SABIS solution meets the MANDATORY requirement as part of the proposed COTS SABIS solution or as a customization to the proposed COTS SABIS solution. If customization of the COTS system must be done for any part of a requirement, mark the “Customized” box. If all components of the requirement are in the COTS system, mark the corresponding COTS box and indicate a customer site, preferably in North America, where this requirement is operating. Enter the customer site company name, full address, contact person name and telephone number in the “Customer Site” column for the first occurrence and enter only the company name for subsequent occurrences.</p>				
C. Requirement Type – Latent Requirements (110-175):		COTS	Custom	Customer Site

169	Upon receipt of a Latent print search cancellation request, SABIS shall cancel the search request and delete the search details from SABIS.			
170	Prior to purging an image from the ULFD or ULPD, whether by expiration date or a request to purge, a purge request confirmation message must be sent to and acknowledged by the case owner before purge completion. Once the purge has been completed, an additional acknowledgement narrative message shall be displayed.			
171	SABIS shall enable a site to purge only those searches in the ULFD/ULPD that were added by Latent Print Examiners within their Regional site.			
172	SABIS shall ensure each new ULFP/ULPD image be registered with an Expiration Date.			
173	SABIS shall use an indefinite retention – expiration date of 9999-99-99 or other specific setting to indicate that the entry shall not be automatically purged.			
174	The expiration date shall only be amendable by the Latent print case owner.			
175	SABIS shall provide a process for batch updating of electronic Latent fingerprint and/or palm print images to the appropriate Unsolved Latent file/database after the initial conversion phase has been concluded and the SABIS is in production.			

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SABIS Mandatory Base System Requirements – COTS or Customized

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D. Requirement Type – General Workstation Functionality (176-189):		COTS	Custom	Customer Site
	General			
176	Workstations shall allow selection of the next available transaction in a queue with a single mouse click or key press.			
177	Workstations shall display counters listing the number of transactions by priority in all queues.			
178	Workstations shall have selection filter options for each queue based on, but not limited to: Identification Technician/Latent Print Examiner; Processing Status; Transaction Priority (by one or more selectable priorities); Receipt Date/Time; TCN/Case Identifier; Latent Print Image Identifier.			
179	Workstations shall have a sort functionality for each queue based on, but not limited to: Identification Technician/Latent Print Examiner, Processing Status; Transaction Priority (by one or more selectable priorities); Receipt Date/Time; TCN/Case Identifier.			
180	The workstation shall enable an examiner to scroll forward and backward through the search result candidate list.			
181	The Identification Technician/Latent Examiner shall have image clarification and feature tools available on each screen, where applicable. They shall include, but not be limited to: Adjustable minutiae quality threshold, remove minutiae, add/remove scaling, restore enhanced image, reverse video, gradient ridge detection– including a minimum of four directional angles to select, save image enhancement, undo, zoom, axis, add minutiae, auto enhancement, automatic coding, brightness, contrast, change scale, create area (select an area to enlarge), delete all minutiae, delete minutiae in a selected area, display original image, history of changes made, and hide/display minutiae toggle, auto position, double cursor, erase mark, add mark, image flip, histogram view, associated minutiae matching, rotation of search and candidate images.			
182	A print function, using a single mouse click or key press for all screens, shall be provided by the Offerer.			
183	Image override indicators passed to the SABIS system from DCJS shall be displayed to Identification Technicians on all screens where the image is displayed. These overrides shall include, but not be limited to: Amputated, Sequence, Best, and Bandaged.			
184	Non-Rejectable indicator, as determined by DCJS, shall be displayed per transaction to the Identification Technician throughout the pre search process. (See Appendix J, Tables 1a – 1e, DCJS CCH/SABIS Messaging Tables)			
185	The Identification Technician shall have the ability to select or deselect a finger as missing throughout the pre search process.			
186	The Identification Technician shall have the ability to select multiple reject reasons throughout the process. DCJS will define the reject reasons.			
187	An Identification Technician shall have the option to reject a transaction at any point during the pre search processing. A reason(s) for this rejection must be selected by the Identification Technician.			
188	An Identification Technician/Latent Print Examiner shall have the option to undo work performed on any transaction, with a confirmation step, without saving changes.			
189	Several views shall be available for Identification Technicians for each transaction throughout the pre search process. These views shall include, but not be limited to: <ul style="list-style-type: none"> o All plain fingerprint images and rolled fingerprint images on one screen, o all rolled fingerprint images on one screen, o all plain fingerprint images on one screen, o individual rolled fingerprint image and the corresponding plain fingerprint image on one screen, o enlarged individual rolled fingerprint image on one screen, o biographic data and signature on one screen. 			

Attachment 13

SABIS Mandatory Base System Requirements – COTS or Customized

Vendor:				
<p>For each of the MANDATORY requirements specified below, enter check mark in the appropriate box to specify whether the proposed SABIS solution meets the MANDATORY requirement as part of the proposed COTS SABIS solution or as a customization to the proposed COTS SABIS solution. If customization of the COTS system must be done for any part of a requirement, mark the “Customized” box. If all components of the requirement are in the COTS system, mark the corresponding COTS box and indicate a customer site, preferably in North America, where this requirement is operating. Enter the customer site company name, full address, contact person name and telephone number in the “Customer Site” column for the first occurrence and enter only the company name for subsequent occurrences.</p>				
E. Requirement Type – Tenprint/Latent (190-203):		COTS	Custom	Customer Site

	Acquisition/Examination			
190	The system shall display all 14 images (ten rolls and four plain boxes) at the initial acquisition screen, when applicable.			
191	Segmentation boxes shall be displayed based on the systems best attempt at segmentation. Identification Technicians shall have the ability to move and/or rotate all segmentation boxes and to resize the plain image boxes, when applicable.			
192	The Identification Technicians shall have the ability to input fingerprint patterns and visual quality assessments throughout the acquisition process.			
193	The Identification Technicians shall have the ability to send a transaction to an “acquisition supervisor queue” with a required selected reason. The reasons will be provided in a list from DCJS.			
194	Identification Technicians have the same functionality from the “acquisition supervisor queue” as the acquisition examination queue.			
195	The Identification Technicians shall have the option to view specific biographic data on a separate screen. These fields shall include but not be limited to: TCN, image override indicators from contributors, Contributor ORI, Date Received, Name, Date of Birth, Sex, Resubmission Indicator, Signature image.			
196	The Latent Print Examiner shall have the option to view specific data. These fields shall include but not be limited to: Case Identifier and Original Latent Print Examiner ID.			
197	Latent Examiners shall have the ability to view all or selected portions of a Latent print.			
198	Latent Examiners shall have 360 degree image orientation capability.			
	Post Encoding/Quality Control (QC)			
199	The Identification Technician shall be able to view reasons that a transaction was sent for post encoding review. These reasons shall include, but not be limited to: Pattern mismatch, poor coder scores, plain image segmentation errors, sequence errors, and prior Identification Technicians’ selected reasons. Reasons shall be as specific as possible.			
200	The Identification Technician shall have the ability to move plain image segmentation boxes and re-launch a sequence check once this has been done.			
	Evaluation/Verification/Validation			
201	The Identification Technician\Latent Print Examiner shall be able to save a transaction in the state one was working on it, then later retrieve the transaction in that state.			
202	The Identification Technician\Latent Print Examiner shall be able to view biographic data and image for the subjects of input transactions and for search candidates. Such data shall include, but not be limited to: TCN/NYSID, minutiae count, markers, sex, finger number, and pattern.			
203	The Identification Technician\Latent Print Examiner shall be able to search for a specific transaction by NYSID, TCN or Case Identifier, or Latent print image identifier.			

Attachment 14

SABIS Mandatory Base System Requirements – Solution and/or Documentation Descriptions with Forms Required for Offerer Bid Response

Attachment 14

SABIS Mandatory Base System Requirements - Solution and/or Documentation Descriptions with Forms Required for Vendor Bid Response

Vendor:	
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For each solution or document item in this attachment, the vendor respectively must provide a response. The descriptive response for each shall address, at a minimum, the points specified. Use as much space as necessary to define and clarify your responses, attaching additional pages to these Vendor Bid Response forms in your response with Item Number clearly identified.

<i>A. System Solution/Documentation</i>	
<i>Item A.2.</i>	The Offerer must describe the messaging process used by SABIS in relation to DCJS' proposed messaging in the DCJS/CCH SABIS Messaging Tables in Appendix J, Tables 1a – 1e and referred to throughout this document. The description must particularly address the exchange of transaction information (requests and responses), the handling of errors/exceptions and how the proposed messaging solution utilizes industry standards (e.g., NIST) to minimize the risk of significant impact to DCJS interfaces to SABIS. <u>DCJS desires to make minimal or no changes to the data exchanged with the SABIS as per data and fields in the proposed DCJS/CCH SABIS Messaging Tables in Appendix J, Tables 1a – 1e.</u> The Offerer's response must address any necessary and/or proposed changes to DCJS' messaging solution. The Offerer may add additional requirements and/or data to the message exchange if those additions also add value to the SABIS solution. Such value must be clearly articulated in the Offerer's response to this requirement. The Offerer's messaging solution description may include flowchart(s) and other technical specifications for clarity purposes. The solution description must contain data definitions for all exchanged data and messages.
Offerer's solution description provided below and on additional pages, if necessary:	

Attachment 14

SABIS Mandatory Base System Requirements - Solution and/or Documentation Descriptions with Forms Required for Vendor Bid Response

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<i>A. System Solution/Documentation</i>	
<i>Item A.4.</i>	<p>The SABIS must maintain the integrity of input images by avoiding any recompression of images. Many images are manually edited, cropped and rotated prior to feature extraction. These processed images must be saved and made available to the Identification Technician or Latent Print Examiner when viewing candidates.</p> <p>In the RFP response the Offerer must provide DCJS with a system diagram depicting image use in the Tenprint transaction life cycle and Latent candidate review process, specifically addressing decompression and especially, recompression. In the RFP response the Offerer must specifically note if the image is saved as an uncompressed image, saved as the original compressed image or saved in a lossless compression in verification of candidates.</p>
Offerer's solution description provided below and on additional pages, if necessary:	

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A. System Solution/Documentation

Item A.5.

- The Offerer must describe how its system replaces one or more of the twenty fingers in the composite database. Include in this description how the system determines a better quality image and updates a composite record by answering these questions:
- a. Is the image source (fingerprint card/card scan, live scan, or other sources) incorporated into the Offerer’s determination of a better quality image?
 - b. Is a visual quality rating and/or notation of a scar incorporated into the Offerer’s determination of a better quality image?
 - c. Are NIST quality scores incorporated into the Offerer’s determination of a better quality image? If the determination relies on NIST quality scores, does the system require that all incoming images will have NIST quality scores?
 - d. How else is the transaction image recognized by the system as a better quality image than the respective composite image?
 - e. Is there a percentage of image quality improvement that is utilized by the system in the composite replacement determination? If so, what is the percentage and is it configurable?
 - f. Does the system allow for each finger image to be evaluated and updated separately, all images in a set to be validated and updated, or are both functions available for composite set replacement?
 - g. Does any operator validation process of an automated composite replacement decision have a confirmation or “undo” step available for that operator validation?
 - h. Does composite image replacement occur in “real-time” or via a batch process?
 - i. Is the replacement of composite images a completely automated or a completely manual process, or a hybrid of both? If it is a hybrid, please explain. Also, if all three options are available in the Offerer solution, are they configurable settings that can be changed/selected by DCJS?
 - j. Is any manual review required before image replacement, and if so, is there a configurable setting to turn the manual review on or off?

Offerer’s solution description provided below and on additional pages, if necessary:

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A. System Solution/Documentation

Item A.6.

The ULFD Record format must include the following fields, at a minimum:

- Latent Case Number;
- Latent Search ID;
- Latent Print Characteristics (minutiae);
- Latent Image ID;
- Image Quality;
- Race;
- Sex;
- Pattern;
- Age;
- Age Difference/Tolerance;
- Crime Type;
- Crime Date;
- Creation Date;
- Expiration Date;
- Tickler Date;
- Contributor ORI;
- Original Latent Print Examiner ID (of examiner that added the entry);
- Assigned Latent Print Examiner ID (of examiner that owns the UL Case); and
- search filters.

The Offerer must list and describe the fields contained in the ULFD record indicating all fields available in their current COTS solution and all fields available through customization. Also, describe any system limitations to adding additional fields, include addressing the extent of required system downtimes for field additions, as appropriate.

Offerer's solution description provided below and on additional pages, if necessary:

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SABIS Mandatory Base System Requirements - Solution and/or Documentation Descriptions with Forms Required for Vendor Bid Response

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A. System Solution/Documentation	
Item A.7.	<p>The SABIS must attain and maintain at a minimum all the respective Offerer Accuracy Rates, and at a maximum the Offerer Miss Rate as provided in the columns below by the Offerer in the bid response. The Offerer must state the appropriate SABIS accuracy rates in the Offerer Accuracy Rate and Offerer Miss Rate column. <u>The Offerer's stated accuracy/miss rates will be a contractual obligation.</u> The Offerer's stated accuracy rate must not be less than the Minimum Accuracy Rate for the associated search result, and the Offerer's stated miss rate must not be greater than the Maximum Miss Rate. Each Offerer Accuracy Rate must be provided in the same format as the Minimum Accuracy Rate, as the percentage must be provided to the same decimal points as the associated Minimum Accuracy Rate. The Offerer Miss Rate shall be provided in the same format, where the percentage is provided to the hundredth of a percentage. The Offerer must also indicate if the Offerer Accuracy Rates and Offerer Miss Rates provided below are part of their COTS solution or require customization. <u>An Offerer can be disqualified if any of the Offerer's stated accuracy rates are less than the DCJS minimum accuracy rates or the Offerer's stated miss rate is greater than the DCJS maximum miss rate listed below.</u></p>

Tenprint Technical Searches	DCJS Minimum Accuracy Rate	Offerer Accuracy Rate
Technical Accuracy, as defined by NIST as the True Accept Rate, which is the percentage of true identification scoring above threshold, where the candidate is displayed in the top 3 potential candidate list for good quality fingerprint processing, and top 5 potential candidate list for poor print fingerprint processing.	99.5%	
For technical searches that result in identifications, percentage of searches that result in only one NYSID candidate.	99.0%	
Percentage of searches when a NYSID candidate is not returned from the threshold search in cases of a true non-identification.	99.0%.	
Tenprint Technical Search Miss	DCJS Maximum Miss Rate	Offerer Miss Rate
Percentage of searches where the candidate is missed from a no threshold search where the candidate list or search results contain the top 5 potential NYSIDs.	Not greater than .05%	
Latent Searches	DCJS Minimum Accuracy Rate	Offerer Accuracy Rate
Latent to Tenprint accuracy is measured by the percentage of searches where a true identification with at least 10 identifiable minutiae is presented for verification in a candidate list of 30 or less.	80.0%	
Tenprint to unsolved Latent accuracy is measured by the percentage of searches where a true identification with at least 10 identifiable minutiae is presented for verification in a list of two candidates.	85.0%	
Latent palm print to known palm print accuracy is measured by the percentage of searches where a true identification with at least 10 identifiable minutiae is presented for verification in a candidate list of 30 or less.	70.0%	
Palm print to unsolved Latent palm print accuracy is measured by the percentage of searches where a true identification with at least 10 identifiable minutiae is presented for verification in a list of two candidates.	75.0%	

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A. System Solution/Documentation			
Item A.8.	The Offerer must state the maximum amount of time that system processes will complete in their proposed SABIS system solution. For each of the processes listed below, the Offerer must provide the maximum completion time (exclusive of DCJS network latency) as provided in their SABIS solution for DCJS. <u>The Offerer's stated maximum response times will be a contractual obligation.</u> Completion time is defined for each associated process below, as well as the <u>mandatory</u> maximum response time that DCJS would accept. <u>An Offerer can be disqualified if any of the Offerer's stated maximum response times exceed the DCJS maximum response times listed below.</u>		
System Process	Definition of time accounting for the process	DCJS's Maximum Monthly Average Acceptable time to complete the process	Offerer's SABIS Maximum Monthly Average time to complete the process
Workstation activity involving a priority 1 request	The SABIS system must take no longer than 10 seconds to accept and process any user input that is a priority 1 request, including but not limited to user input to update a target record, or complete a priority search request	10 seconds	
Image encoding, and automatic placement and image quality check time	The time the encoding and quality check processes takes to encode and automatically check a subject's complete set of fingerprint images (one record of up to 20 images) for the placement of fingerprints (segmentation, slap to roll check and roll to roll check) and quality, counted from the time that the image encoding process receives the request until the time that the automatic quality check process completes the review and responds to the requesting service or forwards the submission to the next process (whichever is applicable in the Offerer's SABIS solution).	1 minute	
Image retrieval for work in progress (WIP) transactions	The time that the image retrieval process for an identification or latent transaction in progress takes from the time that the request is made at the workstation (by keystroke submission) to the time that the image or image set is viewable on the workstation GUI	4 seconds	
Image retrieval from target databases	The time that the image retrieval process takes for a workstation ad-hoc request to view a target image or set of images for one subject from the time that the request is made at the workstation (by keystroke submission) to the time that the image or image set is viewable on the workstation GUI.	4 seconds	
Insertion new subject for Tenprint target database images and search data	For the Tenprint target search database, the time that it takes for a new subject to be inserted into the database, from the time that the SABIS system receives the request for the insertion to the time that the update is completed on the target databases/files. This assumes that the images were previously encoded and quality checked as part of the work in progress.	1 minute	
Deletion of Tenprint target database search record	For the Tenprint target search database, the time that it takes for a deletion of a complete subject record to take place, from the time that the SABIS receives the request for this deletion to the time that the deletion is completed on all related databases/files.	30 seconds	

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A. System Solution/Documentation

Item A.9.

The Offerer shall depict its overall architectural solution in its proposal. At a minimum, the depiction shall include hardware and software layers, storage, interfaces to DCJS systems, and communications topology.

The Offerer shall supply all hardware and software required to implement its solution (including SABIS, interfaces, the test environment, High Availability solution and technology refresh) including, but not limited to, the following:

- A. Production and Test environment Servers
- B. Production and Test environment Storage / SAN
- C. Production and Test environment Networking required to connect to the DCJS LAN
- D. Production and Test environment Workstations (NOTE: not to be included in Technology Refresh plan)
- E. Production and Test environment COTS Products
- F. Production and Test environment Operating Systems
- G. Production and Test environment Racks, Cables and Cable management

To the extent possible, the Offerer shall propose "Energy Star" compliant hardware.

The Offerer will not be responsible for making any modifications to the physical plant at the DCJS-determined centralized controlled environment or at regional sites for SABIS installation. The Offerer must submit site preparation information to DCJS to assist in planning taking into account expected growth throughout the duration of the contract to ensure that DCJS prepares its physical plant appropriately for the future.

For the controlled environment, centralized computer room facilities located at the DCJS-determined site the Offerer must provide the following:

- A. Complete inventory of hardware (including manufacturer, model, Operating System (O/S), and O/S version) and Offerer's and third-party software (including company, version and patch number) for all components of the proposed solution including workflow, processing and interfaces to DCJS CCH and DCJS external partners / customers. Software and associated controls must be included in the proposed solution to prevent and detect the introduction and spread of malicious code.. The types of controls and frequency of updating signature files shall be described in the Offerer's proposal.
- B. Inventory and data dictionaries for all files and databases.
- C. Space requirements for each distinct type of equipment (ex: coder, matcher, controller etc)
- D. Power requirements plus any special requirements such as dedicated circuits, power conditioning or UPS.
- E. Specific network connectivity requirements, including number of connections (initial install and future growth) and network connection requirements (e.g., 10gb Ethernet).
- F. Amount of disk space that will be required to store and manage all data associated with the proposed SABIS solution at the time of implementation and throughout the duration of the contract.

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SABIS Mandatory Base System Requirements - Solution and/or Documentation Descriptions with Forms Required for Vendor Bid Response

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<i>B. System Solution/Documentation</i>	
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<i>Item A.10.</i>	SABIS shall have the capability to utilize an alternative manual processing scenario in the event that external electronic communication to DCJS is unavailable, or components of the system are down. Describe any/all automated and manual process(es) that may be used when the system is not fully operational, and how the process(es) will allow for identification processing, due to modular SABIS subsystems that can be used when a part or parts of the system are down or degraded. Include information concerning any affect on accuracy or identification throughput or response times. Indicate whether or not the SABIS will include a feature to allow manual input of CCH data to update target database(s) from transaction data. If so, indicate whether that process allows for data edits.
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Offerer's solution description provided below and on additional pages, if necessary:

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A. System Solution/Documentation

Item A.11.

The Offerer shall describe SABIS processing that may affect a search score and/or candidate ranking (such as but not limited to growth of the target database and/or multiple images on file for an individual candidate). If there is negative impact on accuracy due to any ongoing SABIS processing, then also describe any mitigation efforts that could take place, and whether those mitigation efforts would require system downtime or a degraded system (operating at less than full capacity or full functionality) in order to achieve mitigation.

If the solution or documentation is not being included in the Offerer's SABIS bid response, the Offerer must enter "Not Applicable" below. If the solution or documentation is being included in the Offerer's SABIS bid response, the Offerer's solution description must be provided below and on additional pages, if necessary:

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<i>B. Tenprint Solution/Documentation</i>	
<i>Item B.1.</i>	The Offerer must describe the system’s process to determine a “Sure Hit” and the Offerer’s definition of a “Sure Hit”. The Offerer must identify the “Sure Hit” percentage of submitted transactions and identify the source of the percentage as specific research, benchmark test and/or operational experience. (DCJS currently defines a “Sure Hit” as a transaction based scenario where only one and the same NYSID is produced by both the DCJS filtered name search and AFIS technical search, and the technical score is above a DCJS defined threshold. Once this “Sure Hit” is determined, no further searching or verification is necessary. Approximately 71% of DCJS’s identified Tenprint transactions are “Sure Hits”.) The Offerer’s proposed “Sure Hit” solution must not have an adverse effect on accuracy. The Offerer must also identify any adjustable thresholds for “Sure Hit” accuracy, and whether such changes are easily made, automatically determined, or require DCJS or Offerer intervention.
Offerer’s solution description provided below and on additional pages, if necessary:	

Attachment 14

SABIS Mandatory Base System Requirements - Solution and/or Documentation Descriptions with Forms Required for Vendor Bid Response

Vendor:	
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Tenprint Solution/Documentation

Item B.2.	The SABIS shall provide for subsequent Tenprint Fingerprint Searching of the Multiple Registration Events (MRE) for transaction (TCN) and NYSID based search requests when the primary search failed to yield a search candidate or failed to yield an identification of search candidates provided by the primary search, from the composite records <u>OR</u> the SABIS provides for searching both the composite and MRE records during the primary search. The Offerer's shall describe the proposed solution to this request and include the proposed benefits (such as increased accuracy) as well as describe any negative impact, such as increased workload, decreased throughput capacity, additional hardware needs, increased search time and/or increased audit resources.
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If the solution or documentation is not being included in the Offerer's SABIS bid response, the Offerer must enter "Not Provided" below. If the solution or documentation is being included in the Offerer's SABIS bid response, the Offerer's solution description must be provided below and on additional pages, if necessary:

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Attachment 14

SABIS Mandatory Base System Requirements - Solution and/or Documentation Descriptions with Forms Required for Vendor Bid Response

Vendor:	
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<i>C. Latent Solution/Documentation</i>	
<i>Item C.1.</i>	The search filters shall at a minimum include options on finger number or palm position, segmented palm areas (if applicable), sex, race, county, region, crime type and Latent search eligible civil records. If the Offerer's system uses fingerprint patterns then there must be the option to include fingerprint pattern as a filter. The examiner must determine (select) the extent to which the search filters are used in a specific search. Describe the system's search filter selection and processing. List the system's search filters and identify any default setting(s) for their usage. If additional search features are provided beyond the minimum list above, provide information as to their efficacy, if known.
Offerer's solution description provided below and on additional pages, if necessary:	

Attachment 14

SABIS Mandatory Base System Requirements - Solution and/or Documentation Descriptions with Forms Required for Vendor Bid Response

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D. High Availability Solution/Documentation

<i>Item D.1.</i>	<p>DCJS' central site and the NYPD site operate on a 24x7x365 schedule. Therefore, DCJS requires minimal or no downtime and expects monthly system availability of at least 99.5% for SABIS processing with no single downtime of greater than 90 minutes duration. System availability refers to DCJS' ability to fully process, identify, and respond to Tenprint and Latent search requests with the throughput as stated in the requirements Section 3.1.C. Therefore, downtime may not exceed .5% of the time in a month, and downtime refers to any system component (software or hardware) that is not fully operational and negatively affects system availability. Downtime includes scheduled and unscheduled unavailability of the SABIS.</p> <p>The implementation of the High Availability solution may span two (2) distinct physical locations, connected by fiber, with the High Availability site located within a twenty (20) mile radius of the DCJS-determined centralized controlled environment. The final decision as to where to locate the High Availability site will be at the sole discretion of DCJS. If a High Availability site is to be used, DCJS would be responsible for providing the site, environmental requirements and data/voice communications to the DCJS-determined centralized controlled environment. The Prime Contractor shall be responsible for the High Availability solution as defined in its proposal. Regardless of the location, the proposed High Availability solution shall utilize active-active technologies and shall switch to the High Availability configuration within ten (10) minutes of the primary configuration's failure.</p> <p>The Offerer must describe the complete SABIS High Availability plan and design which must include, at a minimum:</p> <ul style="list-style-type: none"> ▪ How its High Availability solution fits into its overall architecture (as depicted in item A.9) ▪ Complete inventory of High Availability hardware (including manufacturer, model, Operating System (O/S), and O/S version) and software (including company and version) for all components of the proposed solution including workflow, processing and interfaces to DCJS CCH and DCJS external partners / customers and each components physical requirements as follows: <ul style="list-style-type: none"> ▪ Space requirements for each distinct type of equipment (e.g., coder, matcher, controller) ▪ Power requirements plus any special requirements such as dedicated circuits, power conditioning or UPS ▪ Specific network connectivity requirements including number of connections (initial install and future growth) and network connection requirements (e.g., 10gb Ethernet) ▪ Environmental requirements in terms of temperature ranges and relative humidity. Also include BTUs generated per hour by each hardware component. ▪ Raised flooring ▪ Excessive sound levels ▪ Excessive weight loads ▪ Maximum distance requirements between components ▪ Special fire control restrictions ▪ Special network connectivity restriction(s) ▪ The suggested physical layout to include the number of physical racks and the footprint of each rack. The Offerer shall be expected to provide all racks, cables and cable management supplies for the installation. ▪ Inventory and data dictionaries for all files and databases
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Attachment 14

SABIS Mandatory Base System Requirements - Solution and/or Documentation Descriptions with Forms Required for Vendor Bid Response

Vendor:	
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D. High Availability Solution/Documentation – Item D.1 continued

	<p>Also, the high availability plan must address the following:</p> <ul style="list-style-type: none">▪ The Offerer’s stated monthly system availability (99.5% is the minimum). The Offerer’s stated percentage will be a contractual obligation▪ How the Offerer can ensure no single downtime of greater than 90 minutes duration▪ Redundancy, and single points of failure▪ Fault tolerance▪ Pending capacity alerts▪ Session/load balancing, (if applicable)▪ Mirrored data▪ Backup, restore and recovery plans for all data, including any impact on production, throughput and response times▪ Software and system components, including upgrading, dependencies and expansion for growth▪ Testing plan for the high availability solution▪ Any additional high availability features that the proposed solution includes which would allow DCJS continued system availability when parts of the system, i.e. subsystems, interfaces or equipment, are unavailable▪ System capabilities for processing in degraded situations▪ A solution such that, if the CCH system was unavailable, manual or stand-alone functions of the SABIS would allow DCJS to continue to process Latent transaction and identify Tenprint identification search requests▪ Identifying any anticipated downtime or degraded time and shall include the length of time involved in full system recovery, and catch up of any held transactions, processes and/or messages <p>The proposed methodology for calculation of any anticipated downtimes for preventative and remedial maintenance. (System downtime is defined as a disruption in DCJS’ ability to search and respond to incoming Tenprint and Latent requests regardless of what component is involved.)</p>
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Attachment 14

SABIS Mandatory Base System Requirements - Solution and/or Documentation Descriptions with Forms Required for Vendor Bid Response

Vendor:	
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<i>D. High Availability Solution/Documentation – Item D.1 continued</i>
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Performance Penalties for Non-compliance – See Section 5.50
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Offerer's solution description provided below and on additional pages, if necessary:

Enter the Offerer's stated SABIS Monthly System Availability ____%. The Offerer's stated Monthly System Availability must be at least 99.5%. The Offerer's stated percentage Monthly System Availability will be a contractual obligation.

Attachment 14

SABIS Mandatory Base System Requirements - Solution and/or Documentation Descriptions with Forms Required for Vendor Bid Response

Vendor:	
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D. High Availability Solution/Documentation

<i>Item D.2.</i>	<p>The Offerer must provide a logistics support plan addressing in detail each of the following aspects of system support:</p> <p>System Problem Management:</p> <ol style="list-style-type: none"> 1. System alerts, monitoring and management tools (defining where these items are addressed as COTS or as customized). 2. An outline of proposed diagnostic procedures and facilities for the analysis of hardware and software problems. 3. Procedures and guidelines for escalation of problems which cannot be solved in a timely manner at the local level. Indicate whether there are multiple levels of Offerer support and if so, the timeframes for Offerer’s internal escalation to the next level of support. 4. Problem documentation and management reporting. 5. Availability and timeframe for parts replacement (at a minimum, any priority replacement part (any part necessary for maintaining system throughput, and preventing delays in identification response times) shall be on-site within 2 hours and on-line within 4 hours). 6. Logs of all system administration activities (change control). 7. Roles and responsibilities of DCJS staff and Offerer staff in high availability support. 8. Chart of the support organization that includes all layers of staffing and support from the on-site support staff at DCJS up to the “C”-level (e.g., CEO, COO, CFO) personnel. 9. Proposed communication strategy of the Offerer with DCJS as to status of issues, system health and support performance by the Prime Contractor. <p>Support Response Times:</p> <ol style="list-style-type: none"> 3. Central and regional sites’ support. At a minimum, the DCJS central site and NYPD sites, shall have 24x7x365 support at the highest priority support response time. NYS DOCS and Other Latent Regional Sites shall have support for the hours of operation for the particular site. 4. Support response times. At a maximum 1 hour initial response is necessary for any priority issue (a priority issue is any issue that affects identification response times). 5. Support response times, at a maximum 4 hour initial response to any Latent Regional Site (or at the beginning of next operational time, if there are not 4 hours left in the site’s operational day). <p>Support Satisfaction:</p> <p>During the Term, the Prime Contractor shall develop and administer a DCJS-approved quarterly satisfaction survey of critical DCJS end users, support and management personnel. If the result of a quarterly survey is a rating of ‘unsatisfactory’ or worse, DCJS shall withhold future maintenance payments until such time that the underlying issues for the ‘unsatisfactory’ rating have been resolved to the satisfaction of DCJS. The amount of payment to be withheld shall be prorated on a per diem basis on a 365 day year.</p>
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Attachment 14

SABIS Mandatory Base System Requirements - Solution and/or Documentation Descriptions with Forms Required for Vendor Bid Response

Vendor:	
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<i>D. High Availability Solution/Documentation – Item D.2 continued</i>
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Performance Penalties for Non-compliance – See Section 5.50
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Offerer's solution description provided below and on additional pages, if necessary:

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Attachment 14

SABIS Mandatory Base System Requirements - Solution and/or Documentation Descriptions with Forms Required for Vendor Bid Response

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<i>D. High Availability Solution/Documentation</i>	
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<i>Item D.3.</i>	<p>The Offerer's solution shall specify a problem tracking and resolution/correction process to document the status and resolution of defects, problems and downtimes. Describe the process, addressing, at a minimum, the following:</p> <ul style="list-style-type: none">▪ Problem tracking report that shall include but not be limited to the following information, as applicable: Equipment Serial Number, Software Version Number, Description of symptoms and/or problem, Diagnosis of fault, List of parts replaced, Time lapse from notification to arrival of Support Personnel, Time lapse from arrival of Support Personnel to completion of repairs, resolution, patch release number, targeted planned resolution date and actual resolution date.▪ Logs of all remedial system downtimes. The log shall contain a description of the problem, indicate the steps taken to correct the situation and where applicable suggestions to minimize future recurrences. Copies of these logs must be made available to DCJS on a periodic basis.
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Offerer's solution description provided below and on additional pages, if necessary:

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Attachment 14

SABIS Mandatory Base System Requirements - Solution and/or Documentation Descriptions with Forms Required for Vendor Bid Response

Vendor:	
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E. Interoperability Solution/Documentation

Item E.1.

The technical requirements for interoperability (ability of SABIS, including component hardware and software, to provide services to and accept requests from other systems, and/or other Offerer’s hardware or software) must address issues of connectivity among systems (see current system connections in Appendix K), data and file exchange (e.g., FBI), and other communication related scenarios. The Offerer must propose a SABIS solution that supports interoperability using open standards where available. The Offerer’s response to this requirement must address:

- Any limitations to interoperability in their SABIS solution.
- Explaining the strategy for achieving interoperability with the Offerer’s proposed system. Components, services and the SABIS system must have the greatest likelihood of being interoperable with other current and future products from other vendors.
- Explaining how the Offerer is looking ahead and supporting any research efforts to address interoperability challenges that are not presently realized amongst ABIS systems and components.
- Detailing with a model or diagram the proposed SABIS system architecture, noting whether each component or service utilizes an open standard or not. If it supports an open standard, list the supported open standards. If the component or service does not support an open standard, explain why it does not. If nothing is noted, DCJS will assume that the system and services are NOT fully open and interoperable. For each component and service, identify if third party commercial software will be utilized and name the particular product.
- At a minimum, the Offerer response must identify where open standards are and are not used in the following aspects of the system: security, software, hardware, architecture, networking and messaging.

Describe the SABIS solution as it pertains to Interoperability and open standards, as outlined above.

Offerer’s solution description provided below and on additional pages, if necessary:

Attachment 14

SABIS Mandatory Base System Requirements - Solution and/or Documentation Descriptions with Forms Required for Vendor Bid Response

Vendor:	
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<i>E. Interoperability Solution/Documentation</i>	
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<i>Item E.2.</i>	Describe how the SABIS solution through the Offerer's current interoperability, current research, and future plans, will provide future extensibility in electronically communicating with the FBI NGI. Discuss how the FBI communication will interoperate with the SABIS search function, but not be part of the SABIS search software. Indicate whether research is ongoing or not.
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Offerer's solution description provided below and on additional pages, if necessary:

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Attachment 14

SABIS Mandatory Base System Requirements - Solution and/or Documentation Descriptions with Forms Required for Vendor Bid Response

Vendor:	
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F. Palm Print Solution/Documentation	
Item F.1.	<p>The Offerer shall describe its proposed Palm System solution with special attention to the following:</p> <ol style="list-style-type: none">1. The messaging process(s) used by the Palm solution in relation to DCJS' proposed messaging in the DCJS/CCH SABIS Messaging Tables in Appendix J, Tables 1a – 1e and referred to throughout this document. The description must particularly address the exchange of transaction information (requests and responses) and the handling of errors/exceptions. <u>DCJS desires to make minimal or no changes to the data exchanged with the SABIS as per data and fields in the proposed DCJS/CCH SABIS Messaging Tables in Appendix J, Tables 1a – 1e.</u>2. A detailed description of the proposed lifecycle of a transaction as it relates to Palm processing and the related Palm Latent updating and searching. The description must include, but not be limited to, rejection and exception processing, palm sequence checking and poor quality image assessment (with indications of whether it is automated or manual) , and transaction prioritization and tracking. Flowcharts, diagrams, and exhibits must be included for clarity. DCJS is particularly interested in a transaction life cycle process that allows for limited process times and manual effort, software vs. hardware based image encoding, and no negative effect on tenprint identification services due to palm processing/services.3. A detailed description of key Palm system functions including, but not limited to, the following:<ol style="list-style-type: none">a. Adding Palm prints via prints received by SABIS via the DCJS messaging interfaceb. Importing palms received via bulk capture of known palm prints residing on various contributor servers, outside of the initial conversion effortc. Importing and acquisition of various electronic unsolved palm database images/records residing on various contributor servers, outside of the initial conversion effortd. Addition and acquisition of known hardcopy palm print cards, outside of the initial conversion efforte. Deleting Palm prints; andf. Importing Palm prints from any other sources4. As the Palm system solution utilizes an individual's composite Palm record assembled from multiple Palm records of the same individual, the Offerer must provide a detailed description of the process in which the composite palm record is created. The solution description may include but not be limited to flowcharts, diagrams, and exhibits for clarity. The Offerer shall include information detailing the advantages and improved accuracy which directly results from composite palm print processing.5. A detailed description which may include but not be limited to, diagrams and screen images, of similarities and differences of the Palm solution workstation Graphic User Interface (GUI) compared to the Latent Fingerprint workstation GUI. The description shall include the definitions and purpose of workstation processing tools which are exclusive to palm print processing. Differences in workstation workflow, presentation and processing tools should be advantageous to DCJS, and should be described with the related advantages.6. SABIS shall have state-of-the-art image clarifying tools available for Latent Print Examiners. Several of these tools are described in System Base Requirement B.1, System Optional Feature B.29, and Latent Optional Feature B.10. Describe any additional tools provided in the system's solution.7. A detailed definition of all known and unknown Palm-related data records and fields, identifying those fields within the COTS solution and all current DCJS Latent fields available through customization. Also, describe any system limitations to adding additional fields, include addressing required downtime and the extent of required downtimes for field additions, as appropriate.

Attachment 14

SABIS Mandatory Base System Requirements - Solution and/or Documentation Descriptions with Forms Required for Vendor Bid Response

Vendor:	
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<i>F. Palm Print Solution/Documentation – Item F.1 continued</i>
Offerer's solution description provided below and on additional pages, if necessary:

Attachment 15

SABIS Optional Features – Solution and/or Documentation Descriptions with Forms Required for Offerer Bid Response

Attachment 15

SABIS Optional Features - Solution and/or Documentation Descriptions with Forms Required for Vendor Bid Response

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A. System Solution/Documentation

Item A.12.

The Offerer shall describe how the SABIS will handle the scenario where two transactions for the same individual are being processed in the same timeframe before either has been completed (e.g., a criminal submission arrives shortly after a civil submission). Describe possible adverse impacts on system functioning, such as the potential for a resultant missed identification, increased operator workload, diminished response times etc.

If the solution or documentation is not being included in the Offerer’s SABIS bid response, the Offerer must enter “Not Provided” below. If the solution or documentation is being included in the Offerer’s SABIS bid response, the Offerer’s solution description must be provided below and on additional pages, if necessary:

Attachment 15

SABIS Optional Features - Solution and/or Documentation Descriptions with Forms Required for Vendor Bid Response

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A. System Solution/Documentation

Item A.13.	A remotely requested search and identification function, for criminal justice purposes, using one or more fingers is desired. This functionality shall support both mobile and wired applications and will include fingerprint based searching of the SABIS system resulting in a NYSID Summary Rap request to DCJS for the top candidate, and delivery of a Summary Rap to the requestor. This transaction shall be treated as a remote inquiry for DCJS security, auditing and authorization requirements and all requests and response information will be recorded in the SABIS audit system. The SABIS shall return the top candidate NYSID Summary Rap to the requestor with a disclaimer stating that this is an unverified top candidate. The function shall adhere to FBI Criminal Justice Information Services (CJIS) Security Policy, regarding the storage and transmission of sensitive FBI data. Describe the proposed Offerer solution, including how all the individual requirements for this function as described above will be met. Indicate whether or not the response requires DCJS operator intervention. Describe any system and/or processing requirements or limitations.
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If the solution or documentation is not being included in the Offerer’s SABIS bid response, the Offerer must enter “Not Provided” below. If the solution or documentation is being included in the Offerer’s SABIS bid response, the Offerer’s solution description must be provided below and on additional pages, if necessary:

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B. Tenprint Solution/Documentation

Item B.3.

A SABIS sub-system data reconciliation feature is desired as the DCJS NYSID number, for example, may reside in multiple databases or files on the SABIS, and each NYSID number should be consistently represented in all databases. A NYSID's data should not be in a biographical database table or file and then missing from an image database table or file. Describe the system solution to maintain consistency within the system, avoid broken links, listing available checks and indications if each respective check is continuous, requested or periodic and any performance issues or concerns that may arise when executed.

If the solution or documentation is not being included in the Offerer's SABIS bid response, the Offerer must enter "Not Provided" below. If the solution or documentation is being included in the Offerer's SABIS bid response, the Offerer's solution description must be provided below and on additional pages, if necessary:

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C. Latent Solution/Documentation

<i>Item C.2</i>	The Offerer shall propose a method which provides the Latent Print examiners the option to facilitate searching and verifying multiple crime scene Latent fingerprint and palm print images against submitted elimination records. This process would enable the examiner to temporarily store specific elimination records separately without updating existing target databases. The examiner shall have the capability to launch Latent print image searches against these elimination records only and at search conclusion have the ability to delete all elimination records from the temporary storage database/queue. The description of this feature shall include how elimination records are captured, searched and later removed from the temporary target database/queue.
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If the solution or documentation is not being included in the Offerer's SABIS bid response, the Offerer must enter "Not Provided" below. If the solution or documentation is being included in the Offerer's SABIS bid response, the Offerer's solution description must be provided below and on additional pages, if necessary:

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C. Latent Solution/Documentation

Item C.3.

The Offerer shall describe Level 3 matching capability of the SABIS, including their research results, resulting accuracy improvements from testing and the source of the testing (research and/or benchmark tests). Offerer shall list customer sites where the proposed solution has been implemented, if applicable.

If the solution or documentation is not being included in the Offerer's SABIS bid response, the Offerer must enter "Not Provided" below. If the solution or documentation is being included in the Offerer's SABIS bid response, the Offerer's solution description must be provided below and on additional pages, if necessary:

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C. Latent Solution/Documentation

Item C.4.

SABIS shall have state-of-the-art image clarifying tools available for Latent Print Examiners. Several of these tools are described in System Base Requirement B.1, System Optional Feature B.29, and Latent Optional Feature B.10. Please describe any additional tools provided in the system's solution.

If the solution or documentation is not being included in the Offerer's SABIS bid response, the Offerer must enter "Not Provided" below. If the solution or documentation is being included in the Offerer's SABIS bid response, the Offerer's solution description must be provided below and on additional pages, if necessary:

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C. Latent Solution/Documentation

Item C.5.

The Offerer shall provide a solution, including the degree of automation, that updates Latent search candidate lists to include Tenprint records which are added to the target database after the Latent search candidate list is initially established. This process shall provide for the inclusion of potential Latent search candidates which become available before a Latent search reaches a final determination.

If the solution or documentation is not being included in the Offerer's SABIS bid response, the Offerer must enter "Not Provided" below. If the solution or documentation is being included in the Offerer's SABIS bid response, the Offerer's solution description must be provided below and on additional pages, if necessary:

Attachment 15

SABIS Optional Features - Solution and/or Documentation Descriptions for with Forms Required for Vendor Bid Response

Vendor:

For each solution or document item in this attachment, the vendor respectively must provide a response. If the solution or documentation is not being included in the vendor’s SABIS bid response, the vendor must enter “Not Provided” in the space below the solution or documentation item. If the solution or documentation is being included in the vendor’s SABIS bid response, the vendor’s solution description must be provided and shall address, at a minimum, the points specified. Use as much space as necessary to define and clarify your responses, attaching additional pages to these Vendor Bid Response forms in your response with Item Number clearly identified.

<i>C. Latent Solution/Documentation</i>	
<i>Item C.6.</i>	DCJS currently uses Foray’s Authenticated Digital Asset Management System (ADAMS) for Latent case management (digital asset management), court accepted import and export image processing methods, image clarification using court-accepted methods, archiving evidence, downloading evidence from digital sources and exporting Latent fingerprint and palm print images in proper format to local, state or federal AFIS systems. Describe how the Offerer’s solution can provide similar functions of Foray’s ADAMS utilized by DCJS.
If the solution or documentation is not being included in the Offerer’s SABIS bid response, the Offerer must enter “Not Provided” below. If the solution or documentation is being included in the Offerer’s SABIS bid response, the Offerer’s solution description must be provided below and on additional pages, if necessary:	

Attachment 16

SABIS Optional Features – COTS, Customized or N/A

Attachment 16

SABIS Optional Features – COTS, Customized or N/A

Vendor:				
<p>For each of the optional features specified below, enter a check mark in the appropriate box to specify whether the proposed SABIS solution a) provides the option as part of the proposed COTS SABIS solution (“COTS”) or b) can provide the option as a customization to the COTS SABIS solution (“Customized”) or c) does not provide the option (“N/A”). If customization of the COTS system must be done for any part of an optional feature, mark the “Customized” box. If all components of the optional feature are in the COTS system, mark the COTS box.</p>				
Requirement Group – Systems (1-22):				
<i>Item Number</i>	<i>Optional Feature</i>	<i>COTS</i>	<i>Custom</i>	<i>N/A</i>
1	SABIS shall enable each TP/ULF search image to be simultaneously available for evaluation to any ULF print that is a candidate.			
2	SABIS shall present a list of upcoming Tickler Dates and Case Numbers for Latent cases at the Latent Print Examiner's request. The Tickler Date is a date entered into the UL at the option of the Latent Print Examiner.			
3	Keyboard mapping software or hot keys shall be available for pattern entry keys.			
4	The Identification Technician shall have the ability to mark a false sequence error as being resolved. The list of post-encoding errors shall be refreshed as specific errors are resolved and/or marked as resolved.			
5	Latent display options shall be selectable and shall include the verification image with one-to-one display page and one-to-many display page.			
6	<p>Offerer shall supply a charting application for Latent Print Examiners to create fingerprint image comparison charts for courtroom presentations.</p> <p>Comparison exhibit application shall allow the Latent Print Examiner to include the search image and the identified image in a side by side display, duplicate and enlarge selected areas of each image for side by side comparison as well as indicate which selected areas are in agreement via text and/or graphics. The Offerer solution shall allow exhibit presentations to be saved in a variety of standard file formats such as but not limited to JPEG, TIFF, PSD, PDF, etc. which will allow completed exhibit presentations to be printed in color at various sizes from 8.5"x11" up to 11"x17."</p>			
7	The SABIS shall provide a Latent workstation tool to separate overlapping/superimposed images.			
8	Workstation queues and counters shall automatically refresh at specified intervals.			

Attachment 16

SABIS Optional Features – COTS, Customized or N/A

Vendor:				
<p>For each of the optional features specified below, enter a check mark in the appropriate box to specify whether the proposed SABIS solution a) provides the option as part of the proposed COTS SABIS solution (“COTS”) or b) can provide the option as a customization to the COTS SABIS solution (“Customized”) or c) does not provide the option (“N/A”). If customization of the COTS system must be done for any part of an optional feature, mark the “Customized” box. If all components of the optional feature are in the COTS system, mark the COTS box.</p>				
Requirement Group – Systems (1-22):				
<i>Item Number</i>	<i>Optional Feature</i>	<i>COTS</i>	<i>Custom</i>	<i>N/A</i>
9	Workstations shall have a sort functionality for each queue that includes sorting on contributor ORI.			
10	A single login and logout shall be required for a work session.			
11	The system shall have the capability to display all palm print images from an individual's palm print acquisition.			
12	The Identification Technician/Latent Print Examiner shall have a ridge enhancement tool that provides the ability to trace and highlight individual ridges in sequence in both the search image and candidate image for comparison purposes.			
13	From any SABIS workstation: <ul style="list-style-type: none"> • Identification Technician may recall for display his/her last previous hit/no-hit determination. • Identification Technician default view is 10 rolled images from a search transaction and all 10 rolled images from the candidate composite record. 			
14	Evaluation/Verification/Validation display options shall be selectable and shall include, but not be limited to: <ul style="list-style-type: none"> • Ability to view, in a variety of formats, all twenty fingerprints of the search transaction. • All image views shall be able to be changed by a single mouse click or key press. • Ability to view, in a variety of formats, all twenty composite fingerprint image records for each candidate. • Ability to view in a variety of formats, all available candidate palm print records (palm print images from one hand (palm and writer) on one screen, palm print images from both hands on one screen) 			
15	The Offerer's/Prime Contractor's solution shall provide DCJS with search algorithms to counteract common image artifacts such as: <ul style="list-style-type: none"> * pressure distortion * lateral distortion * growth of friction skin * scarred fingers 			
16	SABIS shall retain a TCN transaction source type for each composite image.			

Attachment 16

SABIS Optional Features – COTS, Customized or N/A

Vendor:				
<p>For each of the optional features specified below, enter a check mark in the appropriate box to specify whether the proposed SABIS solution a) provides the option as part of the proposed COTS SABIS solution (“COTS”) or b) can provide the option as a customization to the COTS SABIS solution (“Customized”) or c) does not provide the option (“N/A”). If customization of the COTS system must be done for any part of an optional feature, mark the “Customized” box. If all components of the optional feature are in the COTS system, mark the COTS box.</p>				
Requirement Group – Systems (1-22):				
<i>Item Number</i>	<i>Optional Feature</i>	<i>COTS</i>	<i>Custom</i>	<i>N/A</i>
17	The SABIS shall retain for each individual in the target palm print database, up to 2 most recent transactions' palm prints for Latent searches. These are referred to as Multiple Registration Events (MRE) in this RFP. A MRE record will not exist when a NYSID has only one event, as the images for a single event will reside in the composite record. The Latent Search Ineligible indicator will denote an event(s) that shall not be included in Latent search results.			
18	The SABIS shall provide real time technical fingerprint search feature/minutiae extractions for analysis on selected transactions. These extractions will occur on every transaction that involves multiple identifications (e.g., consolidated NYSIDs); identifications with low scoring technical fingerprint search scores; identifications where the identified candidate was produced by the DCJS name search program but was not also produced by the Offerer's technical fingerprint search. These extractions shall include the related search parameters. These transactions shall be transmitted to the exception review queue with the reason noted.			
19	The SABIS shall allow for the notification to DCJS eJustice of every Latent search identification in order to automatically set up a NYSID Subscription for the identified NYSID number.			
20	The SABIS Offerer shall support SNMP software installation, such as but not limited to, Concord or Tivoli, on the SABIS to monitor the health of the system.			
21	A verification function for submitted one to two fingerprint images is desired. This functionality shall support both mobile and wired applications, and may include verification and searching for Criminal Justice Purposes. This function shall be capable of receiving an input NYSID number and fingerprint images, and retrieving from the SABIS the images and minutiae to be compared to up to two input images collected at the remote site. This function shall return a comparison result of either a “yes”, “no” or “inconclusive”.			

Attachment 16

SABIS Optional Features – COTS, Customized or N/A

Vendor:				
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<i>Requirement Group – Systems (1-22):</i>				
<i>Item Number</i>	<i>Optional Feature</i>	<i>COTS</i>	<i>Custom</i>	<i>N/A</i>
22	The Offerer shall interface with the DCJS LDAP to provide single sign-on.			

Attachment 16

SABIS Optional Features – COTS, Customized or N/A

Vendor:				
<p>For each of the optional features specified below, enter a check mark in the appropriate box to specify whether the proposed SABIS solution a) provides the option as part of the proposed COTS SABIS solution (“COTS”) or b) can provide the option as a customization to the COTS SABIS solution (“Customized”) or c) does not provide the option (“N/A”). If customization of the COTS system must be done for any part of an optional feature, mark the “Customized” box. If all components of the optional feature are in the COTS system, mark the COTS box.</p>				
Requirement Group – Tenprint (23-49):				
<i>Item Number</i>	<i>Optional Feature</i>	<i>COTS</i>	<i>Custom</i>	<i>N/A</i>
23	When a resubmission of a previously rejected transaction is received, the SABIS shall be capable of allowing Identification Technicians to view images from both the previously rejected transaction, which shall be retrieved from DCJS CCH, and the resubmission(s). The Identification Technician shall then be allowed to choose, on an individual image by image basis, which finger from which set will be included in the processing of the new transaction.			
24	The default MREs shall be the latest two records for each NYSID, with options for an Identification Technician to overwrite one (but not both) MREs with a missed identification, consolidation, or poor print record. These records shall have an indicator that they are marked as a hold and shall not be automatically overwritten by the system with a more recent record. The SABIS shall also provide an Identification Technician the option to release the hold status previously placed on a record.			
25	The Offerer shall supply the ability to create and display grayscale pixel density histograms for individual latent images.			
26	<p>SABIS shall have administrative configurability for the degree of pre-search processing automation. A configuration change shall only involve changing a parameter on the SABIS and not require system downtime or empty queues.</p> <p>Setting 1 – Identification Technician intervention for all processing</p> <p>Setting 2 – no Identification Technician intervention for acquisition, pattern assignment and visual quality rating, except for transactions flagged for workstation review after encoding (Post Encoding). Post Encoding workstation review rate shall be based on configurable parameters such as, but not limited to, quality editing, sequence and segmentation error resolution, and pattern mismatch resolution, if needed.</p>			

Attachment 16

SABIS Optional Features – COTS, Customized or N/A

Vendor:				
<p>For each of the optional features specified below, enter a check mark in the appropriate box to specify whether the proposed SABIS solution a) provides the option as part of the proposed COTS SABIS solution (“COTS”) or b) can provide the option as a customization to the COTS SABIS solution (“Customized”) or c) does not provide the option (“N/A”). If customization of the COTS system must be done for any part of an optional feature, mark the “Customized” box. If all components of the optional feature are in the COTS system, mark the COTS box.</p>				
Requirement Group – Tenprint (23-49):				
<i>Item Number</i>	<i>Optional Feature</i>	<i>COTS</i>	<i>Custom</i>	<i>N/A</i>
27	A SABIS workstation shall be available to give a Identification Technician the ability to extract completed transactions from the DCJS S&F system and send them to the test system based on a selectable set of criteria. These criteria shall include: Contributor ORI; specific post encoding errors such as all or specified sequence errors; quality, and pattern mismatch; capture device type such as livescan or cardscan; reject reason; processing statuses and queues; and TCN. All necessary queues and databases would receive the related transaction data copied from the production system and populated to the test system for this purpose. This may include extracting a copy from the permanent database data for records returned from a transaction search.			
28	The Identification Technician shall have the ability to perform a plain to roll image replacement or roll to roll image replacement. When the image replacement is performed after image encoding, fingerprint patterns and quality assessments previously assigned to a fingerprint image shall be retained with that fingerprint image. This process shall be confirmed by the Identification Technician.			
29	If the Offerer’s solution requires palmprint database images to be segmented for matching or storage purposes, then this segmentation shall be performed by the SABIS without manual intervention.			
30	The Identification Technician shall have the option to manually segment and save plain fingerprint images as well as view automatic plain image segmentation.			

Attachment 16

SABIS Optional Features – COTS, Customized or N/A

Vendor:				
<p>For each of the optional features specified below, enter a check mark in the appropriate box to specify whether the proposed SABIS solution a) provides the option as part of the proposed COTS SABIS solution (“COTS”) or b) can provide the option as a customization to the COTS SABIS solution (“Customized”) or c) does not provide the option (“N/A”). If customization of the COTS system must be done for any part of an optional feature, mark the “Customized” box. If all components of the optional feature are in the COTS system, mark the COTS box.</p>				
Requirement Group – Tenprint (23-49):				
<i>Item Number</i>	<i>Optional Feature</i>	<i>COTS</i>	<i>Custom</i>	<i>N/A</i>
31	Several views shall be available for Identification Technicians for each transaction throughout the pre search process. These views shall include, but not be limited to: <ul style="list-style-type: none"> • All palm print images from one hand (palm and writer) on one screen, • All palm print images from both hands on one screen. 			
32	After quality control is performed on an image, the encoding algorithm must be applied to the image. The image score and/or rating shall be updated to reflect the changes made.			
33	Comparison markers placed on transactions in stage one verification will be made available for viewing by Validators.			
34	For identified transactions, if the Offerer’s fusion or normalization algorithm detects some search finger(s) scoring substantially below the other search finger(s) then the transactions shall be flagged and transmitted to the post identification exception processing queue with the reason noted. DCJS reserves the right to select the threshold that will flag such transactions.			
35	Identification Technicians, based on user rights, shall have all SABIS workstation capabilities as well as access to eJusticeNY over an IP network using a standard Internet browser.			
36	Recheckers shall have the capability to re-launch a search using just the high quality minutiae. This search will not update the database.			
37	Recheckers shall have the capability to launch a non-filtered, full penetration search on the entire database, including MREs. This search will not update the database.			
38	Recheckers shall have the capability to launch a search utilizing auto class patterns, if applicable. This search will not update the database.			

Attachment 16

SABIS Optional Features – COTS, Customized or N/A

Vendor:				
<p>For each of the optional features specified below, enter a check mark in the appropriate box to specify whether the proposed SABIS solution a) provides the option as part of the proposed COTS SABIS solution (“COTS”) or b) can provide the option as a customization to the COTS SABIS solution (“Customized”) or c) does not provide the option (“N/A”). If customization of the COTS system must be done for any part of an optional feature, mark the “Customized” box. If all components of the optional feature are in the COTS system, mark the COTS box.</p>				
Requirement Group – Tenprint (23-49):				
<i>Item Number</i>	<i>Optional Feature</i>	<i>COTS</i>	<i>Custom</i>	<i>N/A</i>
39	Recheckers shall have the capability to launch a search returning only NYSID search candidates with year of birth (YOB) within a specified threshold date in comparison to the search subject’s year of birth when this specific search has been requested. This search will not update the database.			
40	Recheckers shall have the capability to launch searches returning only NYSID search candidates with a specific crime type on record in comparison to the search subject’s crime type when this specific search has been requested. This search will not update the database. See Appendix J, Table 3.			
41	Recheckers shall have the capability to launch searches returning only NYSID search candidates from a specified geographic region in comparison to the search subject’s geographic region when this specific search has been requested. This search will not update the database. See Appendix J, Table 4a.			
42	<p>When processing Final Identification message which involves updating a NYSID, SABIS shall trigger exception processing and visual review in cases such as:</p> <ul style="list-style-type: none"> - Image upgrade possibilities based on automated image quality rating or source type, where a stored image composite record might be replaced with a better quality new image - Image upgrade possibilities based on human/visually assigned image quality rating where a stored image composite record might be replaced with a better quality new image <p>When performing exception processing, the Identification Technician shall need to compare the incoming images with the database images, which includes all images on the DCJS Archive System. Identification Technicians shall be able to tab through each finger associated with a record by individual finger.</p>			

Attachment 16

SABIS Optional Features – COTS, Customized or N/A

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Requirement Group – Tenprint (23-49):				
<i>Item Number</i>	<i>Optional Feature</i>	<i>COTS</i>	<i>Custom</i>	<i>N/A</i>
43	SABIS shall provide a capability for an Identification Technician to request on a SABIS workstation a NYSID record of composite images and process the images through pattern assignment and minutiae assignment to determine problems that can be flagged for review and possible correction by a post encoding Identification Technician. A selectable table shall be easily changed so that certain features can be turned on or off for this review process. These features include, but are not limited to: pattern mismatches, quality control errors, and sequence errors. The Identification Technician shall have the option to launch a new search based on changes made.			
44	SABIS will provide for batches of NYSID numbers to be extracted from the database and sent automatically through coding again to check for segmentation, sequence, pattern mismatches and quality control errors. These transactions will be non-urgent work, and will only go to post-encoding if discrepancies are detected. This process must not impact production.			
45	As a quality control and selectable feature, every Nth transaction processed and completed will be sent for an exception review. Transaction data sent is “read-only.”			
46	If a visual quality assessment of less than good is assigned to any finger, the Identification Technician shall be prompted to select the appropriate defect reason(s) for the assignment.			
47	The Identification Technician shall have the ability to perform a palm image replacement. Quality assessments previously assigned to a palm image shall be retained with that palm image. This process shall be confirmed by the Identification Technician.			
48	For DCJS troubleshooting purposes, SABIS shall provide a capability for an Identification Technician to select and search an original input transaction (with Originator ORI and TranID modifiable) against the target Tenprint database, as a new transaction which will not update the target database but otherwise follows the standard transaction workflow. If the SABIS does not have the original input transactions, the SABIS shall request the transaction information from the DCJS CCH.			

Attachment 16

SABIS Optional Features – COTS, Customized or N/A

Vendor:				
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<i>Requirement Group – Tenprint (23-49):</i>				
<i>Item Number</i>	<i>Optional Feature</i>	<i>COTS</i>	<i>Custom</i>	<i>N/A</i>
49	If an incoming Tenprint submission is determined to be a non-identification, the related Palm Print images will be searched against the Palm Print Database (TPP/PPD.)			

Attachment 16

SABIS Optional Features – COTS, Customized or N/A

Vendor:				
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Requirement Group – Latent (50-103):				
<i>Item Number</i>	<i>Optional Feature</i>	<i>COTS</i>	<i>Custom</i>	<i>N/A</i>
50	SABIS shall store Latent print images received in ANSI/NIST accepted resolutions above 1000 ppi and display the images to the Latent Print Examiner at 1000 ppi or higher.			
51	SABIS shall provide the ability to scan Latent prints directly into SABIS at a minimum of 1000 ppi.			
52	SABIS shall provide the ability to accept electronic file submissions in both TIFF and Bitmap image formats, and both WSQ and JPEG2000 compression formats.			
53	The Latent Print Examiner shall have image clarification and feature tools available. They shall include, but not be limited to: <ul style="list-style-type: none"> • Background suppression • 3D Display of friction ridge formation which provides visual ridge depth for comparison purposes • Smoothing Tool adjusts jagged edges between pixels for smooth appearance particularly when image zoom is applied • Ridge Thinning Tool removes background noise and displays ridge formation as thin black curves. 			
54	Utilizing the current accepted ANSI/NIST format, SABIS shall import an original image including the associated native image encoding.			
55	SABIS shall provide ULW integration or ULW encoding capabilities which utilize the current accepted ANSI/NIST format to create universal native encoded feature set transactions for exporting and searching Latent print images through various interoperable systems.			
56	SABIS shall allow each Latent Print Examiner to set up personal default settings unless overridden by a site manager system option.			
57	Latent workstations shall have selection filter options for each queue based on, but not limited to: contributor ORI; crime type and/or search creation date (in ascending or descending order).			
58	SABIS shall enable each Latent print examiner to select the default order that the workstation shall use in listing the searches for their evaluation.			

Attachment 16

SABIS Optional Features – COTS, Customized or N/A

Vendor:				
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Requirement Group – Latent (50-103):				
<i>Item Number</i>	<i>Optional Feature</i>	<i>COTS</i>	<i>Custom</i>	<i>N/A</i>
59	SABIS shall have no effective limitation on the number of Latent print searches a case may contain.			
60	SABIS shall allow the Latent Print Examiner to mark a Latent print as finger, palm or both. It shall use this designation to search the appropriate target database or both databases, if applicable.			
61	A Latent Cluster is a grouping of more than one Latent fingerprint impression that comes from the hand of one subject. SABIS shall enable the Latent Print Examiner to define, view and save a Latent Cluster.			
62	SABIS shall allow a Latent Print Examiner to launch Latent print searches from a workstation while concurrently processing additional Latent print images from the same case.			
63	SABIS shall allow a Latent Print Examiner to specify that the search results be returned to a specific Latent Print Examiner.			
64	SABIS shall enable the Latent Print Examiner to encode and search a Latent palm print image as a single, complete image against the target database without manual segmentation.			
65	If the Offerer's system utilizes segmented palm print areas, SABIS shall enable a Latent Print Examiner to encode and search specific Latent palm print areas against the appropriate target database as individual searches.			
66	The Latent search candidate list shall contain all the fingers and/or palm images for each NYSID, and be viewable for comparison of a Latent print image to candidate image, in side by side display.			
67	The Latent Print Examiner shall have the option to print the candidate list and to be able to save the list to a standard text format file.			
68	For each candidate SABIS shall indicate the number of sets of fingerprint images used to create the composite record; candidate's image resolution; palm print availability and quality; and enable the Latent Print Examiner to view any other sets of images.			

Attachment 16

SABIS Optional Features – COTS, Customized or N/A

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Requirement Group – Latent (50-103):				
<i>Item Number</i>	<i>Optional Feature</i>	<i>COTS</i>	<i>Custom</i>	<i>N/A</i>
69	For each candidate SABIS shall indicate the number of sets of palm prints used to create the composite record; candidate’s image resolution; palm print availability and quality; and enable the Latent Print Examiner to view any of these other sets of images.			
70	When searches are launched for different cases and the same NYSID appears in respective return candidate lists, it is possible that multiple cases are linked to one NYSID candidate. SABIS shall provide a daily report of all latent print searches in which the same NYSID appears in multiple return candidate lists. The report shall include all cases associated with each NYSID and indicate which cases are in progress and which cases have been previously completed.			
71	SABIS shall indicate, on the Latent workstation GUI display, the orientation at which the Latent print search was performed, such as, vertical, degree of orientation, or other.			
72	SABIS shall display, simultaneously, the same size and corresponding area of the Latent and candidate images when the Latent Print Examiner zooms in or out.			
73	Comparison markers placed on the suspect and candidate images by the Latent Print Examiner during the evaluation or verification process shall remain, at the Latent Print Examiner’s discretion, until the candidate list is fully processed and a determination is concluded.			
74	SABIS shall display on a workstation screen which minutia corresponds between the Latent print image and candidate image.			
75	SABIS shall enable a Latent Print Examiner to view all individual fingerprint images of a search candidate’s composite record. The available images shall include each rolled fingerprint and each plain fingerprint image. The selected image shall be viewed in a side by side display of equal scale and rotated accordingly beside the Latent print search image.			

Attachment 16

SABIS Optional Features – COTS, Customized or N/A

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Requirement Group – Latent (50-103):				
<i>Item Number</i>	<i>Optional Feature</i>	<i>COTS</i>	<i>Custom</i>	<i>N/A</i>
76	SABIS shall enable a Latent Print Examiner to view all individual palm print images of a search candidate’s composite record. The available images shall include all captured palm print images. These images may include whole palms, upper palms, lower palms and writer’s palm. The selected image shall be viewed in a side by side display of equal scale and rotated accordingly beside the Latent print search image.			
77	<p>SABIS shall enable the Latent Print Examiner prior to verification to view a Latent Print Candidate Report or similar report summarizing the following for each candidate:</p> <p>Rank on the candidate list; NYSID or Case Number; Pattern Type; Core/Delta Distance (intervening ridges) of matching finger; matching finger number; number of sets of fingerprints; Palm Print Classification (thenar, hypothenar, interdigital) and matching palm, and matching segmented palm area for the subject</p>			
78	SABIS shall allow the display of multiple candidate images at one time and enable the Latent Print Examiner, with a single selection, to indicate a non-identification for all of the candidate images displayed.			
79	When in the evaluation or verification process, SABIS shall enable the Latent Print Examiner to select a candidate from any latent search result candidate list and launch an independent search from the candidate’s Tenprint (TP) composite record images against the Unsolved Latent Fingerprint Database (ULFD) and related Palm Print (PP) images against the Unsolved Latent Palmprint Database (ULPD)			
80	When Latent Print and Latent Palm Print searches are launched from the same case and return the same candidate in both biometric searches, SABIS shall assign additional value to the candidate in its scoring method escalating the respective candidate accordingly within each returned search candidate list.			

Attachment 16

SABIS Optional Features – COTS, Customized or N/A

Vendor:				
<p>For each of the optional features specified below, enter a check mark in the appropriate box to specify whether the proposed SABIS solution a) provides the option as part of the proposed COTS SABIS solution (“COTS”) or b) can provide the option as a customization to the COTS SABIS solution (“Customized”) or c) does not provide the option (“N/A”). If customization of the COTS system must be done for any part of an optional feature, mark the “Customized” box. If all components of the optional feature are in the COTS system, mark the COTS box.</p>				
Requirement Group – Latent (50-103):				
<i>Item Number</i>	<i>Optional Feature</i>	<i>COTS</i>	<i>Custom</i>	<i>N/A</i>
81	SABIS shall provide the capability for the Latent Print Examiner or supervisor to be granted a verifier role. A verifier may verify every Latent from their site that has been evaluated as an identification or as inconclusive, except for their own Latent evaluations.			
82	SABIS shall not display to the verifier the previous evaluation results.			
83	SABIS shall allow a site manager to request their site evaluations be verified at one or more other selected sites and shall not display evaluations at the other site(s) until the request is accepted. This request may be made for either a specified case or for all cases.			
84	When an identification has been verified by the number of required verifications for that site, SABIS shall allow the final verifying Latent Print Examiner to forward fully verified identifications to an additional verifying Latent Print Examiner at another site.			
85	SABIS shall not display the Latent Print Examiner’s evaluating comparison markers until a verifying Latent Print Examiner has made a determination.			
86	For verification purposes, SABIS shall enable a verifying Latent Print Examiner to display any of the fingers or palm print images for the search candidate images from composites, MREs or the DCJS archival system.			
87	SABIS shall provide to the verifying Latent Print Examiner a viewable list of all available records of a Latent print search candidate for display at the workstation. The list shall include, but not be limited to, composite record, MREs, resolution, overall quality, an indication of which records have been previously viewed, and an indication of which records contain palm images.			
88	SABIS shall enable the Latent Print Examiner to print a 1 to 1 scale copy of a NYSID fingerprint record (images and related data) on 8”x 8” card stock. The Latent Print Examiner will have the option of printing the NYSID composite record (images and related data) and/or MRE. This shall be printed in accordance with FBI-EBTS, Appendix F, Section 4.0.			

Attachment 16

SABIS Optional Features – COTS, Customized or N/A

Vendor:				
<p>For each of the optional features specified below, enter a check mark in the appropriate box to specify whether the proposed SABIS solution a) provides the option as part of the proposed COTS SABIS solution (“COTS”) or b) can provide the option as a customization to the COTS SABIS solution (“Customized”) or c) does not provide the option (“N/A”). If customization of the COTS system must be done for any part of an optional feature, mark the “Customized” box. If all components of the optional feature are in the COTS system, mark the COTS box.</p>				
Requirement Group – Latent (50-103):				
<i>Item Number</i>	<i>Optional Feature</i>	<i>COTS</i>	<i>Custom</i>	<i>N/A</i>
89	SABIS shall display to the verifying Latent Print Examiner the other verifiers who have made determinations. SABIS shall not display the other verifying Latent Print Examiner’s determination before the Latent has been evaluated by all verifying Latent Print Examiners.			
90	SABIS shall enable an evaluating Latent Print Examiner to forward a Latent print to a supervisor or to another Latent Print Examiner when the verification cannot be confirmed.			
91	When an identification has been fully verified the SABIS shall prompt the verifying Latent Print Examiner to decide whether selected or all Latent searches for the image should be deleted from the ULFD/ULPD at that time.			
92	Upon the conclusion of a Latent print image search, the Latent Print Examiner will have the option for SABIS to create universal native encoded feature set transaction utilizing the current accepted ANSI/NIST format for exporting and searching Latent fingerprint and palm print images through various interoperable systems. The transaction file shall be placed and retrieved from a designated folder on SABIS or a DCJS networked computer and shall be FBI EBTS compliant.			
93	SABIS shall allow the Latent Print Examiner to launch an FBI EBTS compliant Latent Fingerprint or Palm Print Feature Search directly against the FBI database. Search results will be returned, displayed and processed through SABIS.			
94	Once the latent print search is concluded, SABIS shall enable the Latent Print Examiner to produce an export file of the search image in a lossless file format. The file shall be placed into a user designated folder on either SABIS or a DCJS networked computer for purposes such as, but not limited to, printing and courtroom chart preparation.			
95	SABIS shall enable a supervisor to review recent Latent Print Examiner searches and the corresponding Latent and candidate search images.			

Attachment 16

SABIS Optional Features – COTS, Customized or N/A

Vendor:				
<p>For each of the optional features specified below, enter a check mark in the appropriate box to specify whether the proposed SABIS solution a) provides the option as part of the proposed COTS SABIS solution (“COTS”) or b) can provide the option as a customization to the COTS SABIS solution (“Customized”) or c) does not provide the option (“N/A”). If customization of the COTS system must be done for any part of an optional feature, mark the “Customized” box. If all components of the optional feature are in the COTS system, mark the COTS box.</p>				
Requirement Group – Latent (50-103):				
<i>Item Number</i>	<i>Optional Feature</i>	<i>COTS</i>	<i>Custom</i>	<i>N/A</i>
96	When multiple unsolved candidate fingerprint images result from a single TP/ULFD search transaction, all unsolved candidates images shall be listed in the return candidate list displayed on the latent workstation GUI.			
97	When multiple unsolved palm print images result from single Palm print/Unsolved Latent Palm print Database (PP/ULPD) search transaction, all unsolved candidates images shall be listed in the return candidate list displayed on the latent workstation GUI.			
98	SABIS shall provide a daily report of all TP/ULFD search transactions which result in identifications to multiple Latent cases. The report shall indicate which cases are in progress and which cases were previously completed and identified to the Tenprint NYSID.			
99	SABIS shall enable the Latent Print Examiner to select ULFD/ULPD records for deletions/modifications by Latent Case Number, Image ID, and Latent Search parameters.			
100	When purging a Latent search, and other searches are present on the ULFD or the ULPD for that same Image ID, Case Number, and Original Latent Print Examiner ID, then SABIS shall give the Latent Print Examiner the option to purge all or selected searches associated with the same image.			

Attachment 16

SABIS Optional Features – COTS, Customized or N/A

Vendor:				
<p>For each of the optional features specified below, enter a check mark in the appropriate box to specify whether the proposed SABIS solution a) provides the option as part of the proposed COTS SABIS solution (“COTS”) or b) can provide the option as a customization to the COTS SABIS solution (“Customized”) or c) does not provide the option (“N/A”). If customization of the COTS system must be done for any part of an optional feature, mark the “Customized” box. If all components of the optional feature are in the COTS system, mark the COTS box.</p>				
Requirement Group – Latent (50-103):				
<i>Item Number</i>	<i>Optional Feature</i>	<i>COTS</i>	<i>Custom</i>	<i>N/A</i>
101	<p>SABIS shall provide site managers the ability to list cases which have an Expiration Date within the next month. The listing shall be paginated based on Assigned Latent Print Examiner ID and at a minimum include:</p> <ul style="list-style-type: none"> Latent Case Number; Latent image ID; Image Quality; Latent Search ID; Crime Type; Crime Date; Creation Date; Expiration Date; Assigned Latent Print Examiner ID; and search filters. 			
102	<p>SABIS shall use a table, that can be updated or modified, to define certain crime types where cases will automatically be set to have an “indefinite retention” Expiration date.</p>			
103	<p>The Offerer shall provide a camera solution that enables Latent Print Examiners to capture high resolution images of latent case evidence via digital camera for Latent Print processing. This solution shall include direct connectivity from a digital camera to SABIS.</p>			

Attachment 17

Firm Offer Letter and Conflict of Interest Disclosure

Attachment 17

Formal Offer Letter and Conflict of Interest Disclosure

[TO BE COMPLETED ON OFFERER'S LETTERHEAD]

Date

Ms. Kimberly Szady
Director, Financial Administration
New York State Division of Criminal Justice Services
4 Tower Place, 10th Floor
Albany, New York 12203-3764

Dear Ms. Szady:

**RE: Statewide Automated Biometric Identification System RFP No. CJS2007-03
Firm Offer to the State of New York and Conflict of Interest Disclosure**

[INSERT OFFERER NAME] hereby submits this firm and binding offer to the State of New York in response to New York State Request for Proposals (RFP) # CJS 2007-03 by the New York State Division of Criminal Justice Services for a Statewide Automated Biometric Identification System (SABIS). The Bid Proposal hereby submitted meets or exceeds all terms, conditions and requirements set forth in the above-referenced RFP. This formal offer will remain firm and non-revocable for a minimum period of one (1) year from the date proposals are due to be received by the State, or until a Contract is approved by the NYS Comptroller and executed by the State.

[INSERT OFFERER NAME]'s complete offer is set forth in two, separately bound volumes as follows:

Technical Proposal: Total of 6 hard copy volumes, with 1 electronic copy on PC Compatible Windows Readable CD-ROMs saved as Microsoft Word documents or as Excel Spreadsheets at a Microsoft Office 2000 or 2003 version level.

Financial/Administrative Proposal: Total of 6 hard copy volumes, with 1 electronic copy on PC Compatible Windows Readable CD-ROMs saved as Microsoft Word documents or as Excel Spreadsheets at a Microsoft Office 2000 or 2003 version level.

[INSERT OFFERER NAME] hereby affirms that the SABIS solution proposed by the Offerer in the Bid Proposal meets or exceeds the mandatory base system requirements set forth in Subsection 3.1.C. of the above-referenced RFP, including referenced attachments.

[INSERT OFFERER NAME] hereby affirms that, at the time of bid submission, Offerer knows of no factors existing at time of bid submission or which are anticipated to arise during the procurement or Contract term, which would constitute a potential conflict of interest in successfully meeting the contractual obligations set forth in the above-referenced RFP and the Bid Proposal hereby submitted, including but not limited to:

1. No potential for conflict of interest on the part of the Offerer or any Subcontractor due to prior, current, or proposed contracts, engagements, or affiliations; and
2. No potential conflicts in the sequence or timing of the proposed award under this procurement relative to the timeframe for service delivery, or personnel or financial resource commitments of Offerer or proposed subcontractors to other projects.

To comply with the Vendor Responsibility Requirements outlined in Section 3.3.G. of the above-referenced RFP, **[INSERT OFFERER NAME]** hereby affirms that (enter an “X” in the appropriate box):

- An on-line Vendor Responsibility Questionnaire has been updated or created within the last six months, at the Office of the State Comptroller’s website:

<https://portal.osc.state.ny.us/wps/portal>

- A hard copy Vendor Responsibility Questionnaire is included with this proposal and is dated within the last six months.
- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental agencies, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

By signing, the undersigned individual affirms and represents that he has the legal authority and capacity to sign and make this offer on behalf of, and has signed using that authority to legally bind **[INSERT OFFERER NAME]** to the offer, and possesses the legal capacity to act on behalf of Offerer to execute a Contract with the State of New York. The aforementioned legal authority and capacity of the undersigned individual is affirmed by the enclosed Resolution of the Corporate Board of Directors of **[INSERT OFFERER NAME]**.

Signature
[INSERT OFFERER NAME]
[INSERT TITLE]
[INSERT COMPANY NAME]

Corporate Seal

Attachment 18

Proposed Fixed Purchase Price – Mandatory Base System

Attachment 18
Proposed Fixed Purchase Price – Mandatory Base System

Provide the Offerer's proposed fixed purchase price that shall include software license fees, hardware, services and any other component not listed here for the mandatory base system requirements for the proposed SABIS system. In addition, include any trade-in value the Offerer wishes to offer against the existing DCJS SAFIS system.

	Fixed Purchase Price (\$ US)
Cost Breakdown:	
a. Software License fee	\$ _____
b. Hardware	\$ _____
c. Development and Implementation Services	\$ _____
d. Other	\$ _____
e. Trade-in Value	(_____)
f. Proposed Fixed Purchase Price (sum of above costs)	\$ _____

Attachment 19

Maintenance and Support Price – Mandatory Base System

Attachment 19

Maintenance and Support Price – Mandatory Base System

Provide the maintenance and support price including the retention of all Production and Test system hardware and software at manufacturer’s support levels (including Technology Refresh) at all times for the period of the ten (10) year contract. The one-year warranty period for this implementation will begin the day all transactions are processed in the production environment (i.e., complete cutover from the current SAFIS to the new SABIS). The maintenance and support costs will begin at the conclusion of this warranty period, which is not adjustable.

Please note: *this example assumes an implementation date of 27 months after contract is approved.*

	(\$ US)													
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total	
Year 1													0	
Year 2													0	
Year 3													0	
Year 4														0
Year 5													0	
Year 6													0	
Year 7													0	
Year 8													0	
Year 9													0	
Year 10													0	
Total													0	

Attachment 20

Optional Professional Services Price List

Attachment 20

Optional Professional Services Price List

Provide pricing for professional services that would be available to DCJS at its discretion. Include all possible titles of staff (e.g., developers and engineers) in the list. Compute the Average Hourly Fee by dividing the sum of all Hourly Fees by the number of titles in the Offerers' list.

1. Professional Services	Price Basis	Hourly Fee (\$ US)
a. Developer	Hourly Fee	
b. Engineer	Hourly Fee	
c. Future Customization(s)	Hourly Fee	
d. Other(s)	Hourly Fee	
e. Average Hourly Fee		

Attachment 21

**Total Proposed Cost of Ownership
For Offerer's Mandatory Base System
For Initial 10 Year Contract Period**

Attachment 21

Total Proposed Cost of Ownership For Vendor’s Mandatory Base System For Initial 10 Year Contract Period

Provide the total “Cost of Ownership” for the Offerer’s mandatory base system. The number of estimated hours indicated on line ‘c’ is an assumption used for evaluation purposes only, and is not to be considered a commitment by DCJS to any professional services during the Contract term. Compute the line ‘c’ extended price by multiplying the Average Hourly Fee by 12,000.

1. Fixed Price Cost Component	2. Proposed Price (\$ US)	3. Estimated Hours	4. Extended Price (\$ US)
a. Fixed Purchase Price – Mandatory Base System (Source: Attachment 18, line f)			
b. Maintenance and Support Cost – Mandatory Base System (Source: Attachment 19, Total)			
c. Estimated Cost for Optional Professional Services (Source: Attachment 20, line e)		12,000	
Total Fixed Price Cost (sum of 1, 2 and 3 above)			

Attachment 22

Proposed Fixed-Price Milestone Deliverable Payment Schedule

Attachment 22

Proposed Fixed-Price Milestone Deliverable Payment Schedule

Provide the Offerer's fixed price for all deliverables defined within the Project Plan including, but not limited to, hardware, software, and services. The deliverables and associated payment schedule submitted by each Offerer must match its submitted Project Plan. Each deliverable must have a delivery date and payment amount associated with it and the total payment amount of the schedule must be summed and may not exceed twenty (20) percent of the Offerer's proposed fixed-price purchase price (Attachment 18, line f).

	Delivery Date	Payment Amount (\$ US)
Milestone Deliverable		
e.g., - Deliverable 1		\$ _____
e.g., - Deliverable 2		\$ _____
		\$ _____
		\$ _____
Proposed Total Deliverable Payment Schedule (sum of above costs)		\$ _____

Attachment 23

Detailed Optional Features Price List

Attachment 23

Detailed Optional Features Price List

The pricing of optional features, components and services shall be proposed by the Offerer so that pricing is known in advance in the event that DCJS chooses to acquire additional SABIS capabilities throughout the term of the contract. Provide an entry in this table for each optional feature as listed in Attachments 15 and 16. Indicate any features that are included in COTS **at no incremental cost**, features that the Offerer has decided not to offer to DJCS, or include any incremental costs associated with each optional feature (i.e., software, hardware and services) included as a customization to the proposed SABIS along with a total of the incremental costs. If the Offerer intends to propose any maintenance costs with an optional feature, include that cost in the appropriate column. After all proposed optional features have been identified; calculate the totals for each column in the table.

				CUSTOMIZATION COSTS (\$ US)				
Number	Description	COTS	No Proposal	Incremental Software License Fee Cost	Incremental Hardware Cost	Incremental Services Cost	Total Optional Feature Cost	Monthly Maintenance Cost (***)
e.g., 1	SABIS shall enable....	X						
e.g., 2	SABIS shall present a list....		X					
e.g., 3	Keyboard mapping software.....			\$ 100.00	\$ 500.00	\$ 1,000.00	\$ 1,600.00	\$ 200.00
TOTALS				\$ 100.00	\$ 500.00	\$ 1,000.00	\$ 1,600.00	\$ 200.00

(***) After warranty period ends which will be twelve (12) months after the feature is migrated to production.

Attachment 24

Component Purchase and Maintenance Price List

Attachment 24

Component Purchase and Maintenance Price List

Provide a pricing list for system components that would need to be acquired by DCJS in the event growth is beyond projections or there are significant new requirements (e.g., legislative mandate). Provide pricing for all necessary components, such as, but not limited to, workstations and servers. This price list must be inclusive of all components proposed to meet DCJS stated requirements.

Component Description	Purpose of the Component	Identifying Information (e.g., Product Number)	Component Cost (\$ US)	Monthly Maintenance Cost After Warranty (\$ US)

Attachment 25

Optional Services Price List

Attachment 25

Optional Services Price List

Provide pricing for optional services and space that would be available to DCJS at its discretion. Include services such as conversion (per record fee) and training (hourly or perhaps other scenarios such as per class).

	(\$ US)			
1. Conversion Service	Price Basis	Price - Tenprint	Price - Latent	Price - Palm Print
a. Conversion Fee per electronic record, including a set of fingerprint or palm prints and all related biographical, demographical and event date, as applicable	Per electronic record			
b. Conversion Fee per paper record	Per paper record			
2. Training	Price Basis	Price		
Training				
3. Physical Work Space	Price Basis	Cost for Contract Term		
Physical work space for DCJS SABIS project personnel in addition to the physical work space for the Offerers' project team in the Albany Office. The space must be able to accommodate an additional 15 DCJS employees / consultants and two (2) conference rooms. DCJS will supply desktop devices for the DCJS employees / consultants.				

Attachment 26

Non-Discrimination in Employment in Northern Ireland Statement

Attachment 26

Non-Discrimination in Employment in Northern Ireland Statement

State Finance Law §165 requires that before entering into certain State contracts, persons or entities must certify that they either have no business operations in Northern Ireland or that such business operations will be conducted in accordance with the MacBride Fair Employment Principles. Please answer the following questions and return form with your bid or contract.

1. Does the Offerer or any individual or legal entity in which the Offerer holds a 10 percent or greater ownership interest, or any individual or legal entity that holds a 10 percent or greater ownership interest in the Offerer, have any business operations in Northern Ireland?

No

Yes

2. If yes, does the Offerer certify that it shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles, relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and that it shall permit independent monitoring of their compliance with such Principles?

No

Yes

By: _____
Signature of Authorized Representative

Name (Please print)

Title (Please print)

Offerer

Date

Attachment 27

Non-Collusive Bidding Certification

Attachment 27

Non-Collusive Bidding Certification

REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

(1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE (1), (2), AND (3) ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 20__ as the act and deed of said corporation or partnership

IF BIDDER(S) IS (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS

LEGAL RESIDENCE

Attachment 27

Non-Collusive Bidding Certification

IF BIDDER(S) IS (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAME

LEGAL RESIDENCE

President:

Secretary:

Treasurer:

IDENTIFYING DATA:

Potential Contractor _____

Address _____

Telephone

Title

If applicable, Responsible Corporate Officer

Name _____

Title _____

Signature _____

Joint or combined bids by companies or firms must be certified on behalf of each participant

Legal name of person, firm or corporation

Legal name of person, firm or corporation

By _____

Name

By _____

Name

Title _____

Title _____

Address _____

Address _____

City

State

Zip

City

State

Zip

Attachment 28

Division of Criminal Justice Services Summary of Policy and Prohibitions on Procurement Lobbying

Division of Criminal Justice Services Procurement Lobbying Guidelines

Procurement Lobbying Submissions

Attachment 28

Division of Criminal Justice Services Summary of Policy and Prohibitions on Procurement Lobbying

Background:

State Finance Law §139-j(6) requires that a Governmental Entity incorporate a summary of its policy and prohibitions regarding permissible Contacts during a covered procurement.

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between a Governmental Entity and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3)(a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. DCJS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at the OGS website:

<http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

Mandatory Submissions:

The Division of Criminal Justice Services’ Procurement Lobbying Guidelines are attached. The Offerer/Bidder must affirm that it understands and agrees to comply with DCJS’ procedures relative to the State Finance Law § 139-j (3) and § 139-j (6) (b) by completing and submitting Form 1 to the DCJS Procurement Lobbying Guidelines.

The Offerer/Bidder must also complete and submit Form 2 to the DCJS Procurement Lobbying Guidelines, the “Offerer Disclosure of Prior Non-Responsibility Determinations” and Form 3, “Offerer’s Certification of Compliance with State Finance Law §139-k (5).

Attachment 28

Division of Criminal Justice Services Procurement Lobbying Guidelines

- Form 1: Offerer's Affirmation of Understanding of an Agreement Pursuant to State Finance Law §139-j (3) and §139-j (6) (b)**
- Form 2: Offerer's Disclosure of Prior Non-Responsibility Determinations**
- Form 3: Offerer's Certification of Compliance with State Finance Law §139-k (5)**

Attachment 28

Division of Criminal Justice Services Procurement Lobbying Guidelines

I. INTRODUCTION

These Guidelines, which have been issued pursuant to the New York State Finance Law, apply to all Division of Criminal Justice Services' ("DCJS") procurement contracts and limit certain types of communications between Offerers and DCJS during the Restricted Period of a Governmental Procurement. During the Restricted Period, an Offerer may communicate only with the person or persons designated by DCJS to receive communications regarding such Governmental Procurement.

II. STATUTORY DEFINITIONS

Article of Procurement	A commodity, service, technology, public work, construction, revenue contract, the purchase, sale or lease of real property or an acquisition or granting of an interest in real property that is the subject of a governmental procurement.
Contact	Any oral, written or electronic communication with DCJS under circumstances where a reasonable person would infer that the communication was intended to influence the governmental procurement.
Governmental Entity	Includes New York State agencies, public benefit corporations, public authorities of which at least one member is appointed by the Governor, both houses of the New York State Assembly and Senate, the Unified Court System, and certain Industrial Development Agencies.
Governmental Procurement	(i) the preparation of terms of the specifications, bid documents, requests for proposals, or evaluations criteria for a procurement contract, (ii) solicitation for a procurement contract, (iii) evaluation of a procurement contract, (iv) award, approval, denial or disapproval of a procurement contract, or (v) approval or denial of an assignment, amendment (other than amendments that are authorized and payable under the terms of the procurement contract as it was finally awarded or approved by the Comptroller, as applicable), renewal or extension of a procurement contract, or any other material change in the procurement contract resulting in a financial benefit to the Offerer.
Offerer	The individual or entity, or any employee agent or consultant or person acting on behalf of such individual or entity, that contacts DCJS about a Governmental Procurement .

Attachment 28

Division of Criminal Justice Services Procurement Lobbying Guidelines

Procurement Contract	Any contract or other agreement for an Article of Procurement involving an estimated annualized expenditure in excess of \$15,000. Grants, Article Eleven-B State Finance Law Contracts, Intergovernmental Agreements, Railroad and Utility Force Accounts, Utility Relocation Project Agreements or Orders of Eminent Domain Transactions shall not be deemed Procurement Contracts in these Guidelines.
Restricted Period	The period of time commencing with the earliest date of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from Offerers intending to result in a Procurement Contract with DCJS and, ending with the final contract award and approval by, where applicable, the Office of the State Comptroller.

III. EXEMPTIONS

While an **Offerer** shall only contact the person or persons who may be contacted by **Offerers** as designated by the governmental entity relative to the government procurement during the restricted period, certain communications are exempt from these Guidelines. These include: (i) submissions in response to an invitation for bid, a request for proposal or other solicitation, (ii) submissions of written questions to a designated contact set forth in an invitation for bid, request for proposal or other solicitation, (iii) participation in a conference provided for in an invitation for bid, request for proposal or other solicitation, (iv) contract negotiations, (v) inquiries regarding the factual status of a **Procurement Contract**, and (vi) complaints and protests regarding the procurement process and outcome.

IV. NEW YORK STATE LEGISLATURE OR LEGISLATIVE STAFF

Any communication received by DCJS from members of the New York State Legislature or legislative staff, when acting in their official capacity, shall not be considered a **Contact**.

V. VIOLATIONS

A violation of these Guidelines occurs when there is a **Contact** during the **Restricted Period** between the **Offerer** and someone other than the person or persons designated by DCJS to receive communications for the particular **Governmental Procurement**. This includes instances where the **Offerer Contacts** DCJS regarding **Governmental Procurements** of other **Governmental Entities**.

Attempts by an **Offerer** to influence a **Governmental Procurement** in a manner that would result in a violation of the Public Officers Law or Penal Law also shall also be a violation of these Guidelines.

VI. PROCEDURES

A. Notifying Vendors of Procurement Lobbying Guidelines

1. For each **Procurement Contract**, the DCJS Finance Office will designate a person or persons to receive communications from **Offerers** concerning the **Procurement Contract**.

Attachment 28

Division of Criminal Justice Services Procurement Lobbying Guidelines

2. The DCJS Finance Office will incorporate a summary of the policy and prohibitions regarding permissible communications during a **Governmental Procurement** in its documents relating to the **Procurement Contract** and provide a copy of these Guidelines in such documents.
3. The DCJS Finance Office shall seek written affirmation from all **Offerers** as to the **Offerer's** understanding of and agreement to comply with these Guidelines (Form 1).

B. Making Determinations of Responsibility

1. Prior to award of a **Procurement Contract**, DCJS must make a responsibility determination with respect to the **Offerer** to be recommended for the award of the contract based upon, among other things, the information supplied by that **Offerer**. The **Offerer** must disclose, using the **Offerer** Disclosure of Prior Non-Responsibility Determinations Form (Form 2), whether it has been found non-responsible within the last four years by any **Governmental Entity** for: (1) failure to comply with State Finance Law §139-j; or (2) the intentional provision of false, inaccurate or incomplete information. This disclosure must be certified by the **Offerer** and must affirmatively state that the information supplied by the **Offerer** to DCJS is complete, true and accurate.
2. Any **Procurement Contract** award shall contain a certification by the **Offerer** that all information provided to DCJS is complete, true and accurate. Each DCJS contract shall contain a provision authorizing DCJS to terminate the contract in the event the certification is found to be intentionally false, intentionally incomplete, or intentionally inaccurate. DCJS will include in the procurement record a statement describing the basis for any action taken pursuant to such termination provision. Admissions by the **Offerer** of past findings of non-responsibility may constitute a basis for rejection of the **Offerer** by DCJS. DCJS shall include in the procurement record a statement describing the basis for any action taken pursuant to such termination provision. DCJS can award a contract to the **Offerer** despite the past findings of non-responsibility if it determines that the award of the **Procurement Contract** to the **Offerer** is necessary to protect public property or public health or safety, and that the **Offerer** is the only source capable of supplying the required **Articles of Procurement** within the necessary time frame. The basis of such a finding must be included in the procurement record of the **Procurement Contract**.

C. Recording of Contacts

1. All DCJS employees must record any **Contact**. As defined, a **Contact** is one from any person or entity that is intended to influence procurement. However, any communication received by DCJS from members of the New York State Legislature, or the Legislative Staffs, when acting in their official capacity, shall not be recorded.

Attachment 28

Division of Criminal Justice Services Procurement Lobbying Guidelines

2. Upon any **Contact** during the restricted period, DCJS shall obtain the name, address, telephone number, place of principal employment and occupation of the person or organization making the contact and inquire and record whether the person or organization making such contact was the **Offerer** or was retained, employed or designated by or on behalf of the offerer to appear before or contact DCJS about the governmental procurement. **Contact** may be initiated by parties with an interest in the procurement that are not necessarily connected directly to the **Offerer**. **Contact** may come in the form of telephone conversations, correspondence, electronic mail and person-to-person discussions. The Record of Procurement Contact Form (Attachment 3) should be used to record **Contacts**. The form is available on the DCJS Intranet homepage under “Policies and Procedures,” “Record of Procurement Contact.” The form should be completed by the DCJS employee and e-mailed to “Procurement Law@dcjs.state.ny.us,” an e-mail account on the DCJS internal e-mail system. This e-mail account will send the form to both the DCJS Finance Office and the DCJS Ethics Officer.
 3. The exempted communications set forth in Article III need not be reported unless a reasonable person would infer that the communications were intended to influence the procurement.
 4. If a DCJS employee is in doubt about whether a communication was intended to influence the **Governmental Procurement**, he or she should record the communication on the Record of Procurement Contact Form and submit it to Procurement Law@dcjs.state.ny.us for further investigation.
 5. The DCJS Finance Office will be required to include all Records of Procurement Contact in the procurement record for the related **Procurement Contract**.
- D. Investigation of Contacts/ Penalties for Violations
1. All reported **Contacts** will be immediately investigated by the DCJS Ethics Officer, or his or her designee. If the DCJS Ethics Officer finds sufficient cause to believe that an **Offerer** has violated these Guidelines, the **Offerer** will be notified in writing of the investigation and will be afforded an opportunity to respond to the alleged violation. Investigations will be completed as soon as practicable so as not to delay the progress of the **Governmental Procurement**.
 2. If the DCJS Ethics Officer should find at the conclusion of the investigation that the **Offerer** knowingly and willfully made prohibited **Contact** in violation of these Guidelines, then the **Offerer** shall be disqualified as non-responsible, unless DCJS makes a finding that the award of the **Procurement Contract** to the **Offerer** is necessary to protect public property or public health or safety, and that the **Offerer** is the only source capable of supplying the required **Article of Procurement** within the necessary time frame. The basis of such a finding must be included in the procurement record of the **Procurement Contract**.

Form 1

Offerer's Affirmation of Understanding of an Agreement Pursuant to State Finance Law §139-j(3) and §139-j(6)(b)

Background:

State Finance Law §139-j(6)(b) provides that:

Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Instructions:

A Governmental Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts during the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. This affirmation shall be obtained as early as possible in the procurement process, such as when the Offerer submits its proposal or bid.

I hereby affirm that I have read, understand and agree to comply with the Division of Criminal Justice Services' procedures related to permissible Contacts during a Governmental Procurement as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date: _____

Name: _____ (Please print)

Title: _____ (Please print)

Offerer Name: _____

Offerer Address: _____

Form 2

Offerer's Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k (2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such Contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

As an alternative to this form, the Governmental Entity may elect to incorporate this disclosure question into its procurement questionnaire, such as the New York State Standard Vendor Responsibility Questionnaire set out at <http://www.ogs.state.ny.us/procurecounc/pdfdoc/BestPractice.pdf>.

Form 2

Offerer's Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract: _____

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of nonresponsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

Form 3

Offerer's Certification of Compliance with State Finance Law §139-k (5)

Background:

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the procuring Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Instructions:

A Governmental Entity must obtain the required certification that the information is complete, true and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to the certification and provide it to the procuring Governmental Entity

The Offerer/Bidder shall submit the following certification with its bid.

I. Offerer Certification:

I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____
Name: _____ (Please print)
Title: _____ (Please print)
Offerer Name: _____
Offerer Address: _____

Attachment 29

Contractor, Affiliate and Subcontractor Sales and Compensation Use Tax Certification

Attachment 29

**Contractor, Affiliate and Subcontractor Sales and Compensation Use Tax
Certification**

New York State
Department of
Taxation and Finance

Publication 223
(5/07)

**Questions and Answers
Concerning
Tax Law Section 5-a
(as amended, effective April 26, 2006)**

**Contractor, Affiliate and
Subcontractor Sales and
Compensating Use Tax
Certification**

Attachment 29

Contractor, Affiliate and Subcontractor Sales and Compensation Use Tax Certification

Publication 223 (5/07)

Note: Although accurate, some of the definitions given in this publication have been simplified. If there is any discrepancy between the definitions of the terms in this publication and applicable New York law or regulations, then the law and regulations will govern.

1) Q: What does Tax Law section 5-a require?

A: The statute requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor of such contractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also certify to the procuring state entity that they filed the certification with the Tax Department and that it is correct and complete.

2) Q: What is the purpose of section 5-a?

A: The statute's aim is to ensure that contractors do not get state work unless they, their affiliates and their subcontractors are, when required by section 5-a, registered to collect New York State and local sales and compensating use taxes. Included within the statute's scope are out-of-state businesses making sales of more than \$300,000 into New York but having no physical presence in the state. Other businesses, if affiliated with, or subcontractors of, a bidder for a state contract, would similarly have to consent to registration as a condition of the contractor's obtaining state work, providing the affiliate's or subcontractor's sales exceed the \$300,000 sales threshold.

3) Q: Under what circumstances does section 5-a apply?

A: A contract is covered by section 5-a if:

- i. The procuring entity is a *covered agency* within the meaning of the statute (see Q & A 5);
- ii. The contractor is a *contractor* within the meaning of the statute (see Q & A 6); and
- iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000, and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Q & A 8 and 9). Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

If all of the above criteria are met, amended section 5-a is applicable and, as general matter, two certifications (Forms ST-220-CA and ST-220-TD) are required to be filed. These forms are available at www.nystax.gov.

If any of the above criteria are not met, amended section 5-a is not applicable and no certifications (no forms) are required to be filed.

4) Q: Are any contracts expressly exempted from application of section 5-a?

A: Yes. A contract will be exempted from application of section 5-a if the procuring covered agency and OSC, or other contract reviewer if OSC is not required to approve the contract, find in writing that the contract is necessary to:

- (a) address an emergency, within the meaning of Article 11 of the State Finance Law¹; or
- (b) ensure the public health, safety, or welfare when an urgent event with a compelling public purpose arises.

In addition, the agency's and contract reviewer's written finding must explain the reasons supporting the determination.

5) Q: What governmental entities are *covered agencies* for purposes of Tax Law section 5-a?

A: Tax Law section 5-a defines a *covered agency* to mean:

- a *state agency* for purposes of Article 11 of the New York State Finance Law; or
- a public authority or public benefit corporation at least one of whose members is appointed by the Governor.

For purposes of Article 11 of the New York State Finance Law, the term *state agency* includes all state departments, boards, commissions, offices or institutions. As such, the Department of Law, Office of the State Comptroller and the Education Department are included. Local government entities are **not** covered agencies for purposes of section 5-a.

¹ An *emergency* within the meaning of the State Finance Law is "an urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk."

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Contractor, Affiliate and Subcontractor Sales and Compensation Use Tax Certification

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6) Q: Who is a *contractor* for purposes of section 5-a?

A: The statute defines a *contractor* as a person awarded a contract by a covered agency. The term *person* is defined as an individual, partnership, limited liability company, society, association, joint stock company or corporation.

The term *person* does not include a public corporation or an education corporation, as such terms are defined in section 66 of the New York State General Construction Law, a not-for-profit corporation whose contracts are subject to approval in accordance with Article 11-B of the New York State Finance Law, a board of cooperative educational services created pursuant to Article 40 of the New York State Education Law, or a soil and water conservation district created pursuant to section 5 of the New York State Soil and Water Conservation Districts Law.

As defined in the New York State General Construction Law:

- The term *public corporation* includes a municipal corporation, a district corporation and a public benefit corporation.
- A *municipal corporation* includes a county, city, town, village and school district.
- A *district corporation* includes any territorial division of the state, other than a municipal corporation, established by law, which possesses the power to contract indebtedness and levy taxes or benefit assessments upon real estate or to require the levy of such taxes or assessments, whether or not such territorial division is expressly declared to be a body corporate and politic by the statute creating or authorizing the creation of such territorial division.
- A *public benefit corporation* is a corporation organized to construct or operate a public improvement wholly or partly within the state, the profits from which inure to the benefit of New York State or other states, or to the people thereof.
- As defined in the New York State General Construction Law and the New York State Education Law, the term *education corporation* means a corporation
 - chartered or incorporated by the Board of Regents of the University of the State of New York or otherwise formed under the New York State Education Law, or
 - formed by a special act of New York State with its principal purpose an education purpose and which is a member of the University of the State of New York, or
 - formed under laws other than the statutes of New York State which, if it were to be formed currently under the laws of New York State, might be chartered by the Board of Regents of the University of the State of New York, and which has been authorized to conduct its activities in this state by the Regents or as an authorized foreign education corporation with the consent of the New York State Commissioner of Education.

7) Q: When does award of a contract occur for purposes of section 5-a?

A: A contract is awarded when the procuring covered agency notifies a person either orally or in writing that the person has been selected to provide the commodities or perform the services being procured. The certifications required by section 5-a are only required to be filed by the person awarded a contract.

8) Q: What contracts let by covered agencies are subject to section 5-a?

A: The statute defines the term *contract* as an agreement between a contractor and a covered agency for the purchase by the covered agency, pursuant to Article 11 of the New York State Finance Law, of commodities or services having a value in excess of \$100,000. The statute also expressly includes within the definition of *contract* centralized contracts with values in excess of \$100,000.

The definition of *contract* in section 5-a is broad enough to include, but is not limited to, the following types of contracts:

- backdrop contracts;
- single source contracts;
- sole source contracts;
- multiple award contracts;
- piggybacking contracts;
- strategic partnership procurement contracts; and
- contracts for the state.

Definitions

The term *commodities* has the meaning given by Article 11 of the New York State Finance Law, and includes (other than with respect to contracts for state printing) material goods, supplies, products, construction items, or other standard articles of commerce, other than technology, which are the subject of any purchase or other exchange.

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Contractor, Affiliate and Subcontractor Sales and Compensation Use Tax Certification

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The term *services* has the meaning given by Article 11 of the New York State Finance Law. *Services* means (other than with respect to contracts for state printing) the performance of a task or tasks, and may include a material good or a quantity of material goods, and which is the subject of any purchase or other exchange. For Article 11 purposes, *services* includes technology.² The term *services* does **not** apply to contracts for architectural, engineering or surveying services, or to contracts with not-for-profit organizations approved in accordance with Article 11-B of the New York State Finance Law.

9) **Q:** Is a contract for information technology (IT) services subject to Tax Law Section 5-a?

A: Yes, assuming the criteria identified in Q & A 3 are met. When an IT service contract is awarded to a contractor, the section 5-a certifications must be made on Forms ST-220-CA and ST-220-TD irrespective as to whether the contractor is providing (1) only custom software, (2) only hardware and pre written off-the-shelf software, or (3) a combination of (1) and (2).

On Form ST-220-TD, a certification is made by the contractor as to whether the contractor, an affiliate(s) and/or subcontractor(s) made sales in New York State of *tangible personal property* (TPP) or *taxable services*, as set forth under the Tax Law, that exceeded \$300,000 over a certain look-back test period. If such sales threshold is met, then a certification is made that the contractor, affiliate(s) and/or subcontractor(s) is (are) registered to collect sales tax in New York. If the threshold is not met, then the contractor marks the box on Form ST-220-TD indicating that fact.

Pre written computer software (including software delivered electronically) and computer hardware constitute TPP for sales tax purposes, and therefore, are counted towards the \$300,000 New York sales threshold. In contrast, custom software (which is computer software designed to the specifications of a specific purchaser) is **neither** TPP nor a taxable service. Thus, the amount of sales derived from custom software is **not** counted towards this \$300,000 sales tax threshold.

Example:

A contractor made sales in New York State valued at \$1,000,000 during the test period specified in section 5-a of only custom software, which is neither TPP nor a taxable service. Under such circumstances the contractor would certify on Form ST-220-TD that it did not meet the \$300,000 sales threshold by marking the bottom box in Section 1 of the form. Although total sales exceeded \$300,000, custom software does not fit the criteria of being TPP or taxable services and cannot be counted toward the \$300,000 sales threshold.

However, if the contractor also made sales of pre-written computer software (TPP) in the amount of \$500,000 during the same look-back test period, then the contractor must certify that it was registered to collect sales tax in New York. Accordingly, the contractor must mark the first box in Section 1 on Form ST-220-TD.

Under both scenarios above, the contractor must also certify to the procuring agency on Form ST-220-CA that it also filed Form ST-220-TD with the Tax Department.

10) **Q:** What contract types are excluded from the definition of *contract* under section 5-a?

A: The following are not included within the definition of *contract* in section 5-a:

- contracts based on formal mini-bid solicitations pursuant to centralized contracts;
- grants;
- revenue contracts;
- intergovernmental agreements; and
- contracts with preferred sources as defined in Article 11 of the New York State Finance Law.

11) **Q:** Is the more than \$100,000 threshold determined based on total contract value, or on an annualized basis?

A: The more than \$100,000 threshold is determined based on the value (estimated, if necessary) of the contract over its full term, excluding possible renewal terms.

Also, multiple purchases of commodities or services by a covered agency from the same contractor during a state fiscal year are not to be aggregated for purposes of determining whether the more than \$100,000 threshold has been met.

² The term *technology* is defined by Article 11 of the New York State Finance Law as either a good or a service or a combination of the two, that results in a technical method of achieving a practical purpose or in improvements in productivity. Goods may be either new or used.

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- 12) Q: If a contract is not let pursuant to Article 11 of the State Finance Law, is it subject to section 5-a?
- A: Contracts not let pursuant to Article 11 of the State Finance Law are **not** subject to section 5-a.
- 13) Q: Does Tax Law section 5-a apply to an agency accessing a centralized contract through issuance of a purchase order?
- A: Assuming all criteria identified in Q&A 3 are met, Tax Law section 5-a applies to award of the centralized contract and not to covered agency access to the centralized contract through issuance of a purchase order. However, the requirements of Tax Law section 5-a do apply to covered agency purchases using **all-copy purchase orders**. For information regarding all-copy purchase orders, contact the Office of the State Comptroller, Bureau of Contracts at (518) 474-4622.
- 14) Q: Is a mini-bid contract, which is let by a covered agency from a backdrop contract, subject to Tax Law Section 5-a?
- A: No. A backdrop contract is one in which a procuring agency selects a pool of qualified vendors that are deemed eligible to bid on a procurement via a mini-bid. A mini-bid is an abbreviated process during which contract users solicit final pricing from the pool of pre-selected back-drop contractors.
- A state agency backdrop procurement is deemed awarded to a contractor at the point in time when the vendor is selected to be included in the pool of contractors eligible to participate in a mini-bid process. In view of that, a contractor is required to submit the Tax Law section 5-a forms when selected as a backdrop vendor by a state agency. During a mini-bid process, additional section 5-a certifications by a backdrop contractor are not required unless there are changes necessitating a new filing. For instance, if during a mini bid, a contractor hires a new subcontractor which was not previously reported on its Form ST-220-TD, then the contractor should report the new subcontractor by filing of a new Form ST-220-TD (assuming the subcontractor meets the more than \$300,000 sales in New York State threshold).
- 15) Q: Who is an *affiliate* for purposes of Tax Law section 5-a?
- A: Section 5-a defines an *affiliate* as a person which directly, indirectly or constructively controls another person; is controlled by another person; or is, along with another person, under the control of a common parent. *Control* means possession of the power to direct, or cause the direction of, the management and policies of another person. Determining whether control exists is a factual inquiry to be based upon the circumstances in each case. Responsibility for determining whether a person is an affiliate rests with the contractor.
- 16) Q: Who is a *subcontractor* for purposes of Tax Law section 5-a?
- A: A *subcontractor* is a person engaged by a contractor or another subcontractor to perform a portion of the contractor's obligations under a contract.
- 17) Q: Which contractors, affiliates and subcontractors must be certified as registered to collect New York State and local sales and compensating use taxes pursuant to section 5-a prior to a contract taking effect?
- A: Those contractors, affiliates and subcontractors making sales delivered by any means to locations within New York State of tangible personal property or taxable services having a value in excess of \$300,000 during a specified period must be certified as registered to collect New York State and local sales and compensating use taxes.
- All sales of tangible personal property or taxable services within New York State during the specified period (not merely sales to covered agencies) are taken into account in determining whether the more than \$300,000 cumulative sales threshold has been met. This also includes the amount of any sales made which are exempt from sales tax (see Q & A 20).
- 18) Q: Over what period must the more than \$300,000 cumulative sales threshold occur so as to require a contractor, affiliate, or subcontractor to be certified under Tax Law section 5-a as registered with the Tax Department to collect sales and compensating use taxes?
- A: The registration requirement applies if the person made a cumulative total of more than \$300,000 in sales in New York State during the four completed sales tax quarters which immediately precede the sales tax quarter in which the certification is made. Sales tax quarters are June-August, September-November, December-February and March-May.
- If a person has not closed its books for the sales tax quarter immediately preceding the sales tax quarter in which the certification is being made, such person should use its sales information from the four most recent sales tax quarters for which such information is available to determine whether the more than \$300,000 cumulative sales threshold has been met.

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Application of the above rule is illustrated by the following example:

Example: Contractor A is awarded a \$150,000 contract by covered agency B in June, 2006. Contractor A would determine whether the more than \$300,000 threshold was met by examining its sales of tangible personal property or taxable services within New York State during the June, 2005-August, 2005; September, 2005-November, 2005, December, 2005-February, 2006 and March, 2006-May, 2006 sales tax quarters. If Contractor A has not completed its accounting for the March, 2006-May, 2006 sales tax quarter, then it should, in lieu of that sales tax quarter, use data from the March, 2005-May, 2005 sales tax quarter.

19) Q: How are the terms *sale*, *tangible personal property* and *taxable services* defined for purposes of determining whether the more than \$300,000 cumulative sales threshold has been met?

A: *Sale* has the meaning given for New York State and local sales and compensating use tax law purposes, and includes any transfer of title or possession or both, exchange or barter, rental, lease or license to use or consume (including, with respect to computer software, the right to reproduce), conditional or otherwise, in any manner or by any means whatsoever for a consideration, or any agreement therefor.

Tangible personal property has the meaning given for New York State and local sales and compensating use tax purposes. For such purposes, the term means corporeal personal property of any nature having a material existence and perceptible to the human senses. Tangible personal property includes, but is not limited to:

- raw materials, such as wood, metal, rubber and minerals;
- manufactured items, such as gasoline, oil, diesel motor fuel and kero-jet fuel, chemicals, jewelry, furniture, machinery and equipment, parts, tools, supplies, clothing, motor vehicles, appliances, boats, yachts, lighting fixtures, building materials;
- computers and pre-written (canned/off-the-shelf/standard) software;
- artistic items, such as sketches, paintings, photographs, moving picture films and recordings;
- animals, trees, shrubs, plants and seeds;
- bottled water, soda, beer;
- candy and confections;
- cigarettes and tobacco products;
- cosmetics and toiletries;
- coins and other numismatic items, when purchased for purposes other than for use as a medium of exchange;
- postage stamps, when purchased for purposes other than mailing; and
- precious metals in the form of bullion, ingots, wafers and other forms.

Tangible personal property does **not** include real property or intangible personal property.

Taxable services means services, the receipts from the sale of which are taxable for New York State and local sales and compensating use tax purposes. The term includes those services specifically enumerated in New York State and local sales and compensating use tax law as taxable. Taxable services are determined without regard to exemptions provided for in the sales and compensating use tax law. The term includes, but is not limited to:

- providing information by printed, mimeographed or multigraphed matter or by duplicating written or printed matter in any other manner, including the services of collecting, compiling or analyzing information of any kind or nature and furnishing reports thereof to other persons;
- processing, assembling, fabricating, printing or imprinting tangible personal property furnished by a customer who did not purchase the tangible personal property for resale;
- installing tangible personal property, or maintaining, servicing or repairing tangible personal property that is not held for sale by the purchaser of the service;
- storing tangible personal property that is not being held for sale, and the rental of safe deposit boxes or similar space;
- maintaining, servicing or repairing real property, whether inside or outside buildings;
- providing parking, garaging or storing for motor vehicles;
- interior decorating and designing services;
- protective and detective services; and
- furnishing entertainment or information services by means of telephony or telegraphy.

Attachment 29

Contractor, Affiliate and Subcontractor Sales and Compensation Use Tax Certification

Publication 223 (5/07)

20) Q: Are exempt sales taken into account in determining whether the more than \$300,000 sales threshold of section 5-a is met?

A: Yes. In determining whether more than \$300,000 in sales of tangible personal property or taxable services were made during the specified period, contractors must count exempt sales of tangible personal property or taxable services. Contractors should determine whether sales are of tangible personal property or taxable services with reference to Articles 28 and 29 of the New York State Tax Law, disregarding relevant exemptions provided for therein, including, but not limited to, the exemption for sales to exempt organizations.

Example:

During the four specified sales tax quarterly periods, an out-of-state contractor made \$400,000 in sales of tangible personal property into New York State. The entire \$400,000 in sales during such periods was made to exempt state agencies. The contractor has exceeded the \$300,000 threshold and must be certified as registered for New York State and local sales and compensating use tax purposes.

21) Q: Who is responsible for making the certifications required by section 5-a?

A: The contractor is responsible for making the certifications required by the statute. The contractor's certification must include whether its affiliates and/or subcontractors whose sales exceeded the \$300,000 threshold during the specified period, are registered for New York State sales and compensating use tax purposes. The contractor's certification must be made to the best of its knowledge.

22) Q: How does a contractor make the certifications required by the statute?

A: The contractor must file a properly completed Form ST-220-CA (with the procuring covered agency) and Form ST-220-TD (with the Tax Department). The covered agency must include Form ST-220-CA in the procurement record for the contract.

These requirements must be met before a contract may take effect.

Renewals: In addition, after a contract has taken effect, a Form ST-220-CA must be filed again with a covered agency if a contract, which by its terms may be renewed, is being renewed. In this case, the Form ST-220-CA must be filed with the contracting covered agency prior to the commencement date of the renewal term(s). In addition, a new Form ST-220-TD may be required to be filed with the Tax Department. A new Form ST-220-TD would be required to be filed with the Tax Department if no previous Form ST-220-TD has been filed by the contractor with the Tax Department or, if a previously filed Form ST-220-TD is no longer correct and complete.

Example:

Contractor A is awarded a contract by Covered Agency B. The contract is Contractor A's first with a covered agency, and is subject to the requirements of section 5-a. Contractor A has one affiliate and one subcontractor, and all three entities exceeded the \$300,000 threshold during the specified period. Contractor A must file Form ST-220-TD with the Tax Department, certifying that all three entities are registered for New York State and local sales and compensating use tax purposes. In addition, Contractor A must file Form ST-220-CA with Covered Agency B, certifying that it has filed Form ST-220-TD with the Tax Department, and that it is correct and complete.

During the term of its contract with Covered Agency B, Contractor A acquires two new affiliates and one additional subcontractor. One of the affiliates, as well as the subcontractor, exceeded the \$300,000 threshold during the specified sales tax quarters. Contractor A must, as soon as possible after learning of the changed circumstances, file a new Form ST-220-TD with the Tax Department, certifying that the affiliate and the subcontractor exceeding the \$300,000 threshold are registered for New York State and local sales and compensating use tax purposes. If Contractor A does not file the new Form ST-220-TD with the Tax Department, then the consequences specified in Q&A 29 below could apply.

Contractor A's contract with Covered Agency B provides that the contract may be renewed for one additional two-year term, at the option of the parties. The parties agree to renew the contract. Thus, Contractor A must, prior to the commencement date of the renewal term, file a new Form ST-220-CA with Covered Agency B certifying that it has filed Form ST-220-TD with the Tax Department, and that it is correct and complete. If Contractor A cannot make such certification to Covered Agency B because information shown on the current Form ST-220-TD filed with the Tax Department is not correct and complete, then it must immediately file a new Form ST-220-TD with the Tax Department reflecting current information. Contractor A must then file Form ST-220-CA with Covered Agency B before the commencement date of the renewal term.

Following commencement of Contractor A's renewal term with Covered Agency B, Contractor A is awarded a new contract by Covered Agency C. The new contract is covered by section 5-a. If the information shown on Contractor A's last filed

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Contractor, Affiliate and Subcontractor Sales and Compensation Use Tax Certification

Publication 223 (5/07)

Form ST-220-TD is correct and complete, it need not file a new Form ST-220-TD with the Tax Department. However, Contractor A must file Form ST-220-CA with Covered Agency C certifying that it has previously filed Form ST-220-TD with the Tax Department, and that it is correct and complete as of the date of the new certification (Form ST-220-CA) filing with Covered Agency C.

- 23) Q: If the contractor filed Form ST-220 prior to amendment of section 5-a on April 26, 2006, and the contract has, since April 26, 2006, been amended, extended, renewed or assigned, must a Form ST-220-TD be filed with the Tax Department?
- A: Yes, if the contract meets the criteria set forth in Q & A 3.
- 24) Q: Must Form ST-220-TD be filed with the Tax Department if the contractor filed Form ST-220 prior to amendment of section 5-a on April 26, 2006, and the contractor is then awarded another contract after that date?
- A: Yes, if the contract meets the criteria set forth in Q & A 3.
- 25) Q: When is a contractor, affiliate or subcontractor required to be listed in Schedule A of Form ST-220-TD?
- A: A contractor, affiliate or subcontractor is required to be listed in Schedule A of Form ST-220-TD when such contractor, affiliate or subcontractor has exceeded the more than \$300,000 cumulative sales threshold during the specified period as discussed in Q & A 18.
- 26) Q: When is a contractor who previously filed Form ST-220-TD with the Tax Department required to file a new Form ST-220-TD certification with the Tax Department?
- A: If a contractor or an affiliate or subcontractor, is not registered with the Tax Department for sales and compensating use tax purposes on the contractor's original certification, and such contractor, affiliate, or subcontractor makes sales delivered by any means to locations within New York State of tangible personal property or taxable services having a value in excess of \$300,000 during any consecutive four sales tax quarters which follow the sales tax quarter in which the contractor's original certification was made, then the contractor shall, as soon as possible after such occurrence, file a new Form ST-220-TD with the Tax Department certifying that it, and/or its affiliates and/or subcontractors, as applicable, are registered for sales and compensating use tax purposes.
- 27) Q: If a contractor, affiliate or subcontractor is required by section 5-a to be registered with the Tax Department to collect New York State and local sales and compensating use taxes, and such person is not registered, what must such person do to register?
- A: The contractor, affiliate or subcontractor must complete Form DTF-17, *Application for Registration as a Sales Tax Vendor*, to register. Upon registration, the Tax Department will issue a certificate of authority, which authorizes the recipient to collect New York State and local sales and compensating use taxes. Form DTF-17 is available on the Tax Department's Web site, www.nystax.gov, or may be obtained by calling the Sales Tax Information Center at 1 800 698-2909. For additional information regarding registration, see Publication 750, *A Guide to Sales Tax in New York State*.
- 28) Q: If a contractor, affiliate or subcontractor has submitted Form DTF-17, to register to collect New York State sales and compensating use taxes at the time of filing the certifications required under section 5-a, but has not yet received its certificate of authority from the Tax Department, how should the contractor complete the certifications?
- A: The contractor should complete the certifications as required. The column on Schedule A asking whether the person listed is in the process of registering should be checked. If there is a problem with the registration (see Tax Law section 1134(a)(4)(B) for reasons why registration may be denied), the Tax Department will notify the applicant.
- 29) Q: Who is responsible for signing Forms ST-220-TD and ST-220-CA?
- A: An individual authorized to sign on behalf of the contractor may execute the certifications.
- 30) Q: Can Form ST-220-TD be provided to the Tax Department electronically?
- A: Form ST-220-TD **cannot** be provided electronically to the Tax Department at this time. If the Tax Department later determines that electronic submission is feasible, instructions will be issued as to how to electronically sign and file Form ST-220-TD.

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Contractor, Affiliate and Subcontractor Sales and Compensation Use Tax Certification

Publication 223 (5/07)

- 31) Q: What are the consequences if Form ST-220-TD and/or Form ST-220-CA are not provided, or if provided, are determined to be false?
- A: If a contractor fails to make the certifications required by section 5-a, by law, the contract cannot take effect. If during the term of the contract, the Tax Department or the covered agency discovers that a certification is false, then such false certification may subject the contractor to civil or criminal sanctions, and a finding of nonresponsibility for future procurements. Under certain circumstances, the statute provides that the contract shall be subject to termination if the covered agency determines that termination of the contract is in the best interests of New York State.
- 32) Q: What is the effect of registering with the Tax Department to collect New York State and local sales and compensating use taxes?
- A: Once registered, a person is a *vendor* within the meaning of New York State and local sales and compensating use tax law, and must file returns and collect and pay, or pay over, tax. Failure to file returns and collect and pay, or pay over, tax will result in imposition of penalty and interest charges.

Need help?



Internet access: www.nystax.gov
(for information, forms, and publications)



Fax-on-demand forms: Forms are available 24 hours a day, 7 days a week. 1 800 748-3676



Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday. 1 800 698-2931
To order forms and publications: 1 800 462-8100
From areas outside the U.S. and outside Canada: (518) 485-6800



Hotline for the hearing and speech impaired:

If you have access to a telecommunications device for the deaf (TDD), contact us at 1 800 634-2110. If you do not own a TDD, check with independent living centers or community action programs to find out where machines are available for public use.



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

Attachment 29

Contractor, Affiliate and Subcontractor Sales and Compensation Use Tax Certification



New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA

(6/06)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a (see Need Help? on back)*.

Contractor name				<i>For covered agency use only</i> Contract number or description	
Contractor's principal place of business		City	State	ZIP code	
Contractor's mailing address (if different than above)					
Contractor's federal employer identification number (EIN)			Contractor's sales tax ID number (if different from contractor's EIN)		
Estimated contract value over the full term of contract (but not including renewals)					
\$					
Contractor's telephone number		Covered agency name			
Covered agency address					Covered agency telephone number

I, _____, hereby affirm, under penalty of perjury, that I am _____

(name) (title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____

(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 898-2931.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities or services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2006, and the resulting contract must have been awarded, amended, extended, renewed, or assigned on or after April 26, 2006 (the effective date of the section 5-a amendments).

Attachment 29

Questions and Answers Concerning Tax Law Section 5-a



New York State Department of Taxation and Finance

Contractor Certification

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-TD
(5/07)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need help?* below).

Contractor name			
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address (if different than above)			
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)	Contractor's telephone number ()	
Covered agency or state agency	Contract number or description	Estimated contract value over the full term of contract (but not including renewals) \$	
Covered agency address		Covered agency telephone number	

General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*, available at www.nystax.gov. Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227**

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227.

Need help?

- Internet access: www.nystax.gov
(for information, forms, and publications)
- Fax-on-demand forms: 1 800 748-3676
- Telephone assistance is available from 8:00 A.M. to 5:00 P.M.
(eastern time), Monday through Friday.
- To order forms and publications: 1 800 462-8100
- Sales Tax Information Center: 1 800 698-2909
- From areas outside the U.S. and outside Canada: (518) 485-6800
- Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110
- Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

Attachment 30

Vendor Responsibility Questionnaire

Attachment 30

Vendor Responsibility Questionnaire

BUSINESS ENTITY INFORMATION				
Legal Business Name			EIN	
Address of the Principal Place of Business/Executive Office			Phone Number	Fax Number
E-mail		Website		
Authorized Contact for this Questionnaire				
Name:			Phone Number	Fax Number
Title			E-mail	
List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable)				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS	
1.0 Business Entity Type – Please check appropriate box and provide additional information:	
a) <input type="checkbox"/> Corporation (including	Date of
b) <input type="checkbox"/> Limited Liability Co. (LLC or PLLC)	Date Organized
c) <input type="checkbox"/> Limited Liability	Date of
d) <input type="checkbox"/> Limited Partnership	Date Established
e) <input type="checkbox"/> General Partnership	Date Established County (if formed in
f) <input type="checkbox"/> Sole Proprietor	How many years in business?
g) <input type="checkbox"/> Other	Date Established
If Other, explain:	
1.1 Was the Business Entity formed in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No' indicate jurisdiction where Business Entity was formed:	
<input type="checkbox"/> United State _____	
<input type="checkbox"/> Other Countr _____	
1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? Note: Select 'Not Required' if the Business Entity is a Sole	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not required
If 'No' explain why the Business Entity is not required to be registered in New York State.	
1.3 Is the Business Entity registered as a Sales Tax Vendor with the New York State Department of Taxation and Finance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No', explain and provide detail, such as "not required", "application in process", or other reason for not being registered.	
1.4 Is the Business Entity publicly traded?	<input type="checkbox"/> Yes <input type="checkbox"/> No
CIK Code or Ticker Symbol 	

Attachment 30

Vendor Responsibility Questionnaire

I. BUSINESS CHARACTERISTICS		
1.5 Is the responding Business Entity a Joint Venture? <i>Note: If the Submitting Business Entity is a Joint Venture, also submit a questionnaire for each Business Entity comprising the Joint Venture</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
1.6 Does the Business Entity have a DUNS Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Enter DUNS Number		
1.7 Is the Business Entity's Principal Place of Business/Executive Office in New York State? If 'No', does the Business Entity maintain an office in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
Provide the address and telephone number for one New York office.		
1.8 Is the Business Entity a New York State Certified Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), New York State Small Business or a Federally Certified Disadvantaged Business Enterprise (DBE)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If 'Yes', check all that apply: <input type="checkbox"/> New York State Certified Minority Owned Business Enterprise (MBE) <input type="checkbox"/> New York State Certified Women Owned Business Enterprise (WBE) <input type="checkbox"/> New York State Small Business <input type="checkbox"/> Federally Certified Disadvantaged Business Enterprise (DBE)		
1.9 Identify Business Entity Officials and Principal Owners. For each person, include name, title and percentage of ownership, if applicable. <i>Attach additional pages if necessary.</i>		
Name	Title	Percentage Ownership (<i>Enter 0% if not applicable</i>)

II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS		
2.0 Does the Business Entity have any Affiliates? <i>Attach additional pages if necessary.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (<i>If available</i>)	Affiliate's Primary Business Activity
Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name	Position/Title with Affiliate	
2.1 Has the Business Entity participated in any Joint Ventures within the past three (3) years? <i>Attach additional pages if necessary</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Joint Venture Name:	Joint Venture EIN (<i>If available</i>):	Identify parties to the Joint Venture:

Attachment 30

Vendor Responsibility Questionnaire

III. CONTRACT HISTORY	
3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years? If “Yes” attach a list including the Contract Number, Agency Name, Contract Amount, Contract Start Date, Contract End Date, and the Contract Description.	<input type="checkbox"/> Yes <input type="checkbox"/> No

IV. INTEGRITY – CONTRACT BIDDING	
Within the past five (5) years, has the Business Entity or any Affiliate	
4.0 been suspended or debarred from any government contracting process or been disqualified on any government procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 been denied a contract award or had a bid rejected based upon a finding of non-responsibility by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 had a low bid rejected on a government contract for failure to make good faith efforts on any Minority Owned Business Enterprise, Women Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 agreed to a voluntary exclusion from bidding/contracting with a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5 initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each “Yes” answer above provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

V. INTEGRITY – CONTRACT AWARD	
Within the past five (5) years, has the Business Entity or any Affiliate	
5.0 been suspended, cancelled or terminated for cause on any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 entered into a formal monitoring agreement as a condition of a contract award from a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each “Yes” answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VI. CERTIFICATIONS/LICENSES	
Within the past five (5) years, has the Business Entity or any Affiliate	
6.0 had a revocation, suspension or disbarment of any business or professional permit	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.1 had a denial, decertification, revocation or forfeiture of New York State certification of Minority Owned Business Enterprise, Women Owned Business Enterprise or federal certification of Disadvantaged Business Enterprise status, for other than a change of	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each “Yes” answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

Attachment 30

Vendor Responsibility Questionnaire

VII. LEGAL PROCEEDINGS	
Within the past five (5) years, has the Business Entity or any Affiliate	
7.0 been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 had a government entity find a willful prevailing wage or supplemental payment violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 had any New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 entered into a consent order with the New York State Department of Environmental Conservation, or a Federal, State or local government enforcement determination involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.6 other than the previously disclosed: (i) Been subject to the imposition of a fine or penalty in excess of \$1,000 imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or (ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VIII. LEADERSHIP INTEGRITY	
NOTE: If the Business Entity is a Joint Venture Entity, answer 'N/A – Not Applicable' to questions 8.0 through 8.4.)	
Within the past five (5) years has any individual previously identified , any other Business Entity Leader not previously identified, or any individual having the authority to sign, execute or approve bids, proposals,	
8.0 a sanction imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 an indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 a misdemeanor or felony charge, indictment or conviction for: (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.4 a debarment from any government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
For each "Yes" answer provide an explanation of the issue(s), the individual involved, the government entity involved, the relationship to the submitting Business Entity, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

Attachment 30

Vendor Responsibility Questionnaire

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY	
9.0 Within the past five (5) years, has the Business Entity or any Affiliates received a formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments (not including UCC filings) over \$25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the lien holder or claimant's name, the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 In the last seven (7) years, has the Business Entity or any Affiliates initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the Bankruptcy chapter number, the Court name, and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of tax, the liability years, the tax liability amount the Business Entity failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the years the Business Entity failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.6 During the past three (3) years, has the Business Entity or any Affiliates had any government audits? If "yes" did any audit reveal material weaknesses in the Business Entity's system of internal controls? If "Yes", did any audit reveal non-compliance with contractual agreements or any material disallowance (if not previously disclosed in 9.6)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

Attachment 30

Vendor Responsibility Questionnaire

X. FREEDOM OF INFORMATION LAW (FOIL)	
10.0 Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any	<input type="checkbox"/> Yes <input type="checkbox"/> No
Indicate the question number(s) and explain the basis for the claim.	

Attachment 30

Vendor Responsibility Questionnaire

Certification

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies or political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the question set in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments; if applicable;
- understands that New York State will rely on information disclosed in this questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the state's contracting entity or the Office of the State Comptroller prior to the award and/or approval of a contract, or during the term of the contract.

Signature of
Owner/Officer
Printed Name of
Signatory

Title

Name of Business

Address

City, State, Zip

Sworn to before me this _____ day of _____, 20____;

_____ Notary Public

Attachment 31

Bid Bond Form

Attachment 31

Bid Bond Form

BID BOND NO. _____

Reference Solicitation:
New York State Division of Criminal Justice Services
Request for Proposals CJS 2007-03
Issue Date: June 16, 2008

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned (**INSERT NAME OF PRINCIPAL**) (hereinafter referred to as "*Principal*"), and (**INSERT NAME OF SURETY**) duly licensed as an insurance company in the State of New York (hereinafter referred to as "*Surety*"), are hereby and firmly bound unto the State of New York, acting by and through the New York State Office for Technology (hereinafter referred to as "*Beneficiary*"), in the penal sum of one million (\$1,000,000) United States (U.S.) dollars for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns to *Beneficiary*.

Signed this _____ day of _____, 2008.

The condition of the above obligation is such that whereas the above name *Principal* has submitted or is about to submit to the State of New York, acting by and through the New York State Office for Technology, a certain *Bid Proposal*, bound herewith and hereby made a part hereof, to perform the obligations of the Prime Contractor under a ("Contract") to be made in writing upon Prime Contractor's selection for award pursuant to Request for Proposals No. CJS 2007-03, issued June 16, 2008 ("Solicitation")

NOW, THEREFORE,

(a) If said Bid Proposal shall not be accepted, and upon Principal's physical return by certified mail, return receipt requested, of any confidential information which DCJS may have provided to the Principal upon demand of the Beneficiary to the Beneficiary's Project Office within thirty (30) days of notification by the Beneficiary that it is not the successful Offerer, accompanied by a written certification of the Principal that Principal, the Project Team and all personnel associated with the foregoing have not violated the signed Confidentiality/Non-Disclosure Agreement signed by Principle; or

(b) If said Bid Proposal is selected for proposed award, and the Principal meets all of the following obligations:

- (1) Principal executes a Contract within sixty (60) days of Principal/Offerer's receipt of a Notice of Contract Award from the Beneficiary; and
- (2) Delivers to the State within sixty (60) days of such Notice of Contract Award all performance, labor and material bonds and certificates of insurances (as more specifically described in this RFP), and Standby Letter of Credit (as more specifically described in this RFP), time being of the essence; and
- (3) Maintains both its viability as a qualified Offerer and the viability of the Bid Proposal as being responsive to the solicitation for the required period of the firm offer through the date of approval of the Contract by the New York State Comptroller;

BID BOND (cont'd)

Then, this obligation shall be null and void. Otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. Upon failure of the Offerer to satisfy any of the foregoing obligations, the Beneficiary shall be entitled to forfeiture of the bond. Upon presentment of a demand specifying a default pursuant to (1), (2) or (3), above, the Surety shall immediately pay to the Beneficiary the whole sum of money set forth herein.

PRINCIPAL: [Insert Principal/Offerer's name.] If a corporation, give the state of incorporation, using the phrase, "A corporation organized under the laws of the state of"

If a partnership, give full names of partners, using also, the phrase, "Co-partners doing business under the firm name of"

SURETY: [Insert name of Surety.] "duly licensed to do business in New York State"

AMOUNT: One million (\$1,000,000.00) United States dollars.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected (i) by any extensions of the times within which: (a) Beneficiary may receive, review, or accept such Bid Proposal, or obtain Contract approval of a proposed award from the New York State Comptroller, or (b) within which the Principal may furnish a Performance and Payment Bond, or (ii) by any waiver by the Beneficiary of any of the requirements of said Bid Proposal, and said Surety does hereby waive notice of any such extensions or waivers.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(Seal)
By (*) _____ Principal

(Seal)
By _____ Surety

(*) If bond is signed by an officer or agent, give title; If signed by a corporation, affix corporate seal.

AFFIX ACKNOWLEDGMENT AND JUSTIFICATION OF SURETY

Attachment 32

Proposed Subcontractors

Attachment 33

Key Subcontractor Certification

Attachment 33

Key Subcontractor Certification

For each key subcontractor (as defined in the Glossary – Appendix N) proposed by the Offerer in Attachment 32, submit a *Key Subcontractor Certification* that has been completed and executed by the proposed key subcontractor’s authorized representative. Each proposed key subcontractor must complete and execute a *Key Subcontractor Certification* form.

An authorized representative of the Key Subcontractor who is legally authorized to certify the information requested in the name of and on behalf of the Key Subcontractor is required to complete and sign the Required Certifications. All of the requested information and certifications must be provided. Offerer’s authorized representative must certify as to the truth of the representations made by signing where indicated, below.

CERTIFICATION:

The undersigned: (1) recognizes that these Required Certifications are submitted for the express purpose of assisting the State of New York in making a determination to award a Contract and/or approve a subcontract; (2) acknowledges and agrees by submitting the Certification, that the State may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; (3) acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 USC Section 1001, and termination the Contract; and (4) certifies that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

KEY SUBCONTRACTOR PROFILE			
Business Entity Name:			
Form of Legal Entity:	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other _____		
State of Incorporation:			
Main Office Address:			
Federal Tax ID #:			
NYS Certifications:	<input type="checkbox"/> Minority-Owned Business Enterprise (MBE)	<input type="checkbox"/> Women-Owned Business Enterprise (WBE)	<input type="checkbox"/> Small Business Enterprise (SBE)
Name & Title of Contact Person Authorized to represent Offerer in all matters relating to the submission of this Bid Proposal:			
Address:			
Phone:			
Fax:			
E-Mail:			

Attachment 33

Key Subcontractor Certification

**NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND
[MACBRIDE FAIR EMPLOYMENT PRINCIPLES]**

In accordance with New York State Finance Law, Section 165, the Key Subcontractor certifies that it or any individual or legal entity in which the Key Subcontractor holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Contractor/Key Subcontractor, either (answer yes or no to one or both of the following, as applicable):

(1) have business operations in Northern Ireland,
No _____ Yes _____, and if yes:

(2) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such principles.
No _____ Yes _____

Attachment 33

Key Subcontractor Certification

RESPONSIBILITY QUESTIONNAIRE

INSTRUCTIONS:

Complete this form answering every question. A “Yes” answer to any question requires a written explanation on a separate sheet of paper.

QUESTION:	YES	NO
1. Within the past five years, has your firm, any affiliate, any owner or officer or major stockholder (5% or more shares) or any person involved in the bidding or contracting process with New York State been the subject of any of the following:		
(a) a judgment or conviction for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion?		
(b) a criminal investigation or indictment for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion?		
(c) an unsatisfied judgment, injunction or lien obtained by a government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any government agency?		
(d) an investigation for a civil violation by any local, state or federal agency?		
(e) a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion?		
(f) a local, state, or federal suspension, debarment or termination from the Contract process?		
(g) a local, state or federal contract suspension or termination for cause prior to the completion of the term of a contract?		
(h) a local, state, or federal denial of award for non-responsibility?		
(i) an agreement to a voluntary exclusion from bidding/contracting?		
(j) an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal contract?		
(k) a State Labor Law violation deemed willful?		
(l) a firm-related bankruptcy proceeding?		
(m) a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?		
(n) a denial, de-certification, revocation or forfeiture of Women’s Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status?		
(o) a rejection of a bid on a local, state or federal Contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held Contract?		
(p) a federal, state or local government enforcement determination involving a violation of federal, state or local government laws?		
(q) an occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful?		
(r) a rejection of a bid on a New York State Contract for failure to comply with the MacBride Fair Employment Principles?		
(s) a citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of: federal, state or local health laws, rules or regulations; unemployment insurance or workers’ compensation coverage or claim requirements; ERISA (Employee Retirement Income Security Act); Federal, state or local human rights laws; Federal or state security laws; Federal INS and Alienage		

Attachment 33

Key Subcontractor Certification

QUESTION:	YES	NO
laws; and/or Sherman Act or other federal anti-trust laws		
(t) agency complaints or reports of contract deviation received within the past two years for contract performance issues arising out of a contract with any federal, state or local agency?		
(u) disputes within the past two years concerning your company's failure to provide commodities or services to political subdivisions within the past two years pursuant to centralized contracts with the New York State Office of General Services?		
2. Employee Identification No., Social Security No., Name, DBA, trade name or abbreviation previously or currently used by your business that is different from that listed on page one of this submission?		
3. If Offerer is a foreign corporation, has a certificate of authority been obtained to do business in this State?		

STATE CONTRACTING INFORMATION

QUESTION:	YES	NO
1. Does Offerer/Subcontractor hold any <u>current</u> or <u>prior</u> contracts with any New York State department, agency, board, office or commission? If yes, please list the name of the agency which signed the contract, as well as the contract name and number. Please attach additional pages, if necessary.		
State Entity	Contract Name	Contract No.
_____	_____	_____
_____	_____	_____
_____	_____	_____

QUESTION:	YES	NO
2. Are any of the current owners, shareholders, partners or directors of your company, or any employee involved in the bid submission or project team currently employed, or have they ever been employed, by any agency, department, office, public authority or public benefit corporation of the State of New York? If yes, provide names, dates of employment, and name of department or employer in the space below:		

QUESTION:	YES	NO
3. Is any current state employee OR employee of the agency(ies) or department(s) issuing this procurement under active discussion and consideration for employment with your firm or company? If yes, provide names, dates of employment, and name of department or employer in the space below:		

Attachment 33

Key Subcontractor Certification

CERTIFICATION:

The undersigned: (1) recognizes that the above required certification information is submitted for the express purpose of assisting the State of New York in making a determination to award a contract or approve a subcontract; (2) acknowledges that the State may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; (3) acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 USC Section 1001; and (4) states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

Signature of Authorized Person for Key Subcontractor

Printed Name: _____

Title: _____

Business Entity: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____

}

: ss.:

COUNTY OF _____

}

On the _____ day of _____ in the year 20 __, before me personally came: _____, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____; that he/she/they is (are) _____ (the President or other officer or director or attorney in fact duly appointed) of _____, the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

Signature and Office of Person Taking Acknowledgment

PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

}

ss.:

COUNTY OF _____

}

On the _____ day of _____ in the year 2000, before me personally came: _____ to me known, who, being by me duly sworn, did depose and say that he reside(s) in _____; that he is _____ (the General/Managing Partner or other officer or attorney in fact duly appointed) of _____, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

Signature and Office of Person Taking Acknowledgment

Attachment 34

Addendum

