FLORIDA DEPARTMENT OF LAW ENFORCEMENT
Contract FDLE-001-25

This Contract, by and between DataWorks Plus, a company duly authorized to conduct business with the State of Florida, whose business address is 728 N. Pleasantburg Drive, Greenville, SC 29607 (hereinafter referred to as Contractor), and the State of Florida's Department of Law Enforcement, (hereinafter referred to as FDLE),

WITNESSETH THAT:

WHEREAS, FDLE issued Solicitation Number FDLE ITN 2420 and the Contractor submitted a reply to Invitation to Negotiate, LiveScan Equipment and Software; and

WHEREAS, Contractor desires to enter into a Contract with FDLE to provide certain products and services; and

WHEREAS, FDLE desires to enter into a Contract with Contractor in order to acquire certain Contractor supplied products and services; and

NOW THEREFORE, Contractor and FDLE for and in recognition of considerations hereinafter set forth, do hereby agree as follows:

This Contract shall be comprised of the following documents, attachments, addenda and any subsequent amendments to this Contract. These documents, attachments, addenda and amendments shall govern the services provided by the Contractor and are hereby incorporated in, and are made a part of, this Contract. The order of precedence is as indicated below. Subsequent amendments take first precedence, with the most current documents or updates of the documents controlling in the event of a conflict between differing versions of a document which form part of or are incorporated in this Contract.

The documents specified below are hereby incorporated in, and are a part of, this Contract (including this document, captioned "Contract FDLE-001-25" which shall be first in order of precedence, with exception those sections stated below):

- The Contract document;
- Exhibit 1 – FDLE-ITN-2420 and any addenda in reverse order of issuance
- Exhibit 2 – Contractor's Price Reply BAFO, including Negotiation Topics dated May 9, 2024; and
- Exhibit 3 – Contractor's FDLE-ITN-2420 Volume One Response, dated April 15, 2024

1. CONTRACT TERM

A. Initial Term

The term of this Contract shall begin from the last date signed by the parties below and continue for a period of three (3) years following execution.

B. Renewal Term

At the option of the Department, the term may be renewed for three (3), one-year renewals. Renewal of the Contract shall be in writing and shall be subject to the terms and conditions set forth in the existing Contract. All renewals are contingent upon satisfactory performance by the Contractor and subject to the availability of funds.

2. STATEMENT OF WORK

The Contract shall provide LiveScan Equipment and Software as stated within Exhibit 2 Contractor's Price Reply BAFO, Tab 1, on a statewide basis for the following products:

Model Number	Model Description
LS-T-PALM-10F	Cabinet LiveScan with Palm • DataWorks Plus LiveScan Software • Thales CS 500Q LiveScan Hardware • Computer & Monitor • Mugshot Capture System w/ DSLR Camera • API: Interface One-Way One-Pass (standard) • Ruggedized Cabinet • TEMPLATES (CA-Booking, R, DCC, ID-Only, Q-ID, • Future Functionality (DK, DU, ID-FBI Add on charge), CJA, N-CJA)
LS-T-PALM-10F-D	Desktop LiveScan with Palm • DataWorks Plus LiveScan Software • Thales CS 500Q LiveScan Hardware • Computer & Monitor • Mugshot Capture System w/ DSLR Camera • API: Interface One-Way One-Pass (standard) • TEMPLATES (CA-Booking, R, DCC, ID-Only, Q-ID, • Future Functionality (DK, DU, ID-FBI Add on charge), CJA, N-CJA)

A. Additional Offerings Categories

Examples of Additional Offering Categories contained in the Contract are included in the table below. The table below is not meant to provide a comprehensive list of Products included in scope; it describes the Category types of Additional Offerings. Please note that related category items may be replaced with newer versions within the same Additional Offerings category and related discounts. The Department and the Contractor during the contract period may mutually agree to align any missing or new additional offerings or services into the Categories listed below.

Additional Offering Categories
Optional Maintenance
Additional Tenprint Capture Devices
Peripherals
Additional Software Options
Additional Training Costs (Virtual/On-Site Hourly rate)
Additional Installation Costs (Hourly rate)
Additional Customization Costs for future workflows or templates (Hourly rate)
Additional Value-Added Items

B. Ordering Information

The Contractor allows Other Eligible Users (as defined in the FDLE-ITN-2420 solicitation) to purchase from this Contract under the terms and conditions stated in the LiveScan Equipment and Software solicitation FDLE-ITN-2420. The method of order and payment (e.g. Contract, Purchase Order, or Purchasing Card) shall be selected by the FDLE or OEU. The contractor shall not deliver or furnish products until the FDLE or OEU transmits a purchasing document. There will be no minimum or maximum order amount required to place an order under this contract.

C. Quantity Discounts

The contractor is urged to offer additional discounts for one-time delivery of large single orders.

D. Payment Schedule

This is a firm fixed-price contract. Following the FDLE or OEU's receipt of deliverables as specified in any purchasing documents, issuance will be paid in the amounts provided in Exhibit 2 Contractor's Price Reply BAFO. The Contractor and FDLE or OEU shall acknowledge the receipt of delivery, installation, and training of specified deliverables.

E. Factory Service Requirements

The Contractor agrees to maintain at least one factory-authorized service station and/or servicing dealer within the State of Florida to perform warranty repairs and adjustments throughout the Contract term. The Contractor must provide ordering instructions. The Contractor shall promptly notify the FDLE of any changes thereto, however, the parties expressly agree that changes to the service representative list are not Contract amendments and do not require a formal written agreement. This arrangement shall not relieve the Contractor of its duty to maintain at least one authorized service location within the State of Florida.

F. Standard Support Levels

Contractors shall provide the following levels of support under the Contract:

a. Inside delivery, with set-up, installation and training

b. Standard warranty and maintenance (minimum 36-months, including all labor, materials and transportation charges)
c. Standard manufacturer's service response
d. 30-day money back guarantee, return to Contractor, with no shipping charges or restocking fee or comparable charges when alternative product(s) purchased.

G. Delivery

Freight and inside delivery costs should be included in unit prices. Delivery is required within thirty (30) days from receipt of an FDLE or OEUs purchasing document containing complete and correct ordering information. Any special order, stand-alone, large equipment and specialty software products should be delivered within sixty (60) days after receipt of a purchasing document. Exceptions must be negotiated with the FDLE or OEUs and documented in writing. Contractors must notify the FDLE or OEUs at least seventy-two (72) hours in advance of delivery of equipment so that necessary arrangements can be made.

****One-Time Exception****

DataWorks Plus and FDLE agree to a one-time exception of sixty (60) days after receipt of a purchasing document for the bulk order purchase of LiveScan equipment and software. Under this exception, delivery, installation, and training must occur on or before September 15, 2024. Invoices shall be expedited accordingly. This exception does not set a precedent for future orders past September 15, 2024.

H. Replacement/Discontinued Models

During the term of the Contract, the Contractor may submit for consideration and approval a replacement model for any awarded item. The replacement offered must meet or exceed the original solicitation specifications and must not exceed the price of the originally awarded model. Acceptance of any replacement model is at the discretion of the FDLE.

I. Installation

The Contractor should include on-site, inside product delivery, uncrating, assembly, full installation, and removal of debris at no additional cost to the FDLE or OEUs. All software must be fully integrated, online and fully operational. Exceptions may be negotiated with the FDLE or OEUs ordering and must be documented in writing.

Contractor must provide to the FDLE or OEUs all equipment technical requirements prior to scheduling the installation. Technical requirement information will include, but not be limited to: data connection(s); appropriate electrical wiring and power supply; communications requirements, planned interfaces to the Biometric Information Solution (BIS) and the optimum operating environment specifications for equipment performance.

J. Warranty

Contractor must provide a thirty-six (36) month warranty for parts and labor on the Live Scan Equipment and Software to be included in the cost of the equipment and/or software purchased under this Contract. The warranty period begins upon acceptance of the system by the FDLE or OEUs.

K. Maintenance

Contractor shall offer an extended maintenance program that offers preventive/remedial service for the system that commences after the initial thirty-six (36) month warranty period.

It shall be the responsibility of the FDLE or OEUs to purchase additional maintenance contracts after the initial thirty-six (36) month warranty expires from the Contractor.

L. Training and Documentation

At the time of the delivery of products or services, the Contractor must furnish the FDLE or OEUs one instruction and maintenance manual for each unit ordered. Bulletins, revisions, and corrections must be supplied to the FDLE and OEUs as they are issued by the manufacturer. Each instruction and maintenance manual must contain definitions of terms; definitions of equipment; equipment capabilities; technical descriptions of equipment operations; descriptions of malfunction identifications; troubleshooting procedures; and detailed schematic and use instructions.

Upon request of the FDLE or OEUs, the Contractor will make available (hardcopy or electronically) additional or replacement instructions and maintenance manuals for all equipment.

a. Contractor shall provide a training program for using the equipment. Training shall be conducted on-site and shall provide administrators and/or operators of the system with all necessary information to effectively administer and operate the live scan equipment and software. The training curriculum shall be reviewed by the FDLE before conducting the training.

b. Contractor must provide at least one training session upon delivery and installation of the unit for up to ten students, at no charge. Additional training shall be provided for a charge per session.

c. Contractor must provide the following documentation associated with the live scan equipment and software: current certification status with the American National Standards for Information Systems Data Format for the Interchange of Fingerprint, Facial and Other Biometric Information (ANSI/NIST-ITL 1-2011 Update:2013).

d. Contractor must provide documentation for all capabilities, power and communications requirements, and the ability to interface directly to current and planned interfaces to the AFIS system.

M. Sales Summary Report

The Contractor agrees to submit a Sales Quarterly and/or Annual Summary Report, Attachment A, to the FDLE Contract Manager in the format provided by the FDLE Contract Manager within fifteen business days after the close of each State Fiscal quarter (September 30, December 31, March 31, and June 30) and/or Contract-year end.

Reports must be submitted in MS Excel format. The report will include all sales (orders) from FDLE or OEUs received (associated with this contract) during the period. Initiation and submission of the Sales Summary Report is the responsibility of the Contractor without prompting or notification from the FDLE Contract Manager. If no orders are received during the period, the contractor must submit a report stating that there was no activity.

Data elements to be included in the Sales Summary Report are as follows:

a. Contractor's name
b. Reporting period
c. Total dollar value of purchases per quarter, separated by:
    - State Agency and OEUs totals
    - Purchase order and P-Card order totals
    - Product group
d. Excel report itemizing total purchases for a period
   Shall include columns for the following information:
    - Manufacturer's name
    - Agency name
    - Product number
    - Item description
    - Product group number
    - Identify lease or purchase status
    - Unit of measure
    - Quantity
    - Manufacturer list price
    - Percentage discount taken
    - Final purchase price

   Shall highlight the State Agencies and OEUs that account for the greatest purchase volume per product group.

3. DELIVERABLES

The deliverables and criteria for evaluating the successful completion of each deliverable are listed below:

A. Delivery Timing

The Contractor shall maintain a delivery timing rate of 95% or greater. On-time delivery is defined as delivery for standard contract orders within thirty (30) days from receipt of an FDLE or OEUs purchasing

document containing complete and correct ordering information for orders placed by 4:00 PM ET. Any special order, stand-alone, large equipment and specialty software products should be delivered within sixty (60) days after receipt of a purchasing document. The delivery timing rate is calculated by the total number of orders delivered within 30 or 60 days, as delineated above, divided by the total number of orders. Example: 99 orders delivered within 30 days/100 total orders = 99.0% on-time delivery. The Contractor shall submit to the Department the quarterly report in Microsoft Excel that details the on-time delivery timing rate.

B. Order Filled and Delivered

The Contractor shall maintain an order filled and delivered rate of 95% or greater. The order filled and delivered rate is calculated as the sum of Products filled and delivered divided by the total sum of Products ordered. The Contractor shall submit to the Department the quarterly report in Microsoft Excel that details the order accuracy and fill rate. Example: 95 products filled and delivered divided by 100 products ordered = 95%.

C. Order Accuracy

The Contractor shall maintain an order accuracy rate of 98% or greater. The order accuracy rate is calculated as the total products ordered minus the sum of mishipped Products divided by the total sum of Products ordered. The Contractor shall submit to the Department the quarterly report in Microsoft Excel that details the order accuracy rate. Example: 200 minus 4 mishipped products (196) divided by 200 product orders = 98%.

4. FINANCIAL CONSEQUENCES

The Contractor is required to meet the deliverables listed in the Contract. The Contractor is required to meet minimum service levels on standard contract orders only, special/custom orders (stand-alone, oversized items, and specialty software products). Failure to meet the specified deliverables will result in financial consequences to the Department as shown in the following chart.

Deliverable	First Failure	Second Failure	Third Failure	Fourth Failure	Fifth Failure*	Each Additional Failure
Submission of required Sales Summary report	$0	$200	$300	$600	$1,200	$2,000
Delivery Timing Less than 95% on time	$0	$500	$1,000	$1,000	$2,000	$3,000
Order Filled and Delivered Less than 95% filled and delivered	$0	$500	$1,000	$1,000	$2,000	$3,000
Order Accuracy Less than 98% accurate	$0	$500	$1,000	$1,000	$2,000	$3,000

*If the Contractor fails to meet the deliverables five or more times in a 12-month contract period, the State shall have grounds to initiate contract breach and termination proceedings.

The financial consequences will be paid via check or money order and made out to the Department of Law Enforcement in US Dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each fiscal quarter beginning with the first full quarter of contract performance and every 3 months thereafter.

FLORIDA DEPARTMENT OF LAW ENFORCEMENT STANDARD TERMS AND CONDITIONS

1. PUR 1000 – General Contract Conditions

https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf

The State of Florida General Terms and Conditions (PUR 1000) are hereby referenced and incorporated in their entirety into this Contract. This is a downloadable document. Potential Respondents to the solicitation are encouraged to carefully review all materials contained herein and prepare Replies accordingly. The Florida Department of Law Enforcement Standard Terms and Conditions supersedes any contract condition otherwise duplicated herein.

2. American with Disabilities Act (ADA) Civil Rights Compliance

Contractor represents and warrants that it will comply with all Equal Accessibility laws, regulations and standards under Sections 251 & 255 of the Telecommunications Act of 1996, Titles I, II, III & IV of the Americans with Disabilities Act (ADA) [42 USC 12101 et seq.], and Sections 504 and 508 of the Federal Rehabilitation Act amendments [29 USC 794 et seq.], and the Assistive Technology Act of 1998. These standards establish a minimum level of accessibility.

Contractor will indemnify the customer against any litigation stemming from a lack of compliance with the above laws, regulations and standards.

3. Antitrust Violations

Pursuant to Section 287.137, Florida Statutes, a person or an affiliate who has been on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

4. Best Pricing

During the Contract term, if the Contractor sells substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, at a lower price, then at the discretion of the Department the price under the Contract shall be immediately reduced to the lower price.

5. Compliance with Laws

The Contracting Party shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. Violation of such laws may be grounds for contract termination.

6. Confidential Information

Confidential Information" means information or materials provided by one party to the other which are: i) in tangible form and labeled "confidential" or the like; ii) if disclosed orally, are identified as being confidential at the time of disclosure; or iii) such that a reasonable person would consider it confidential from the nature of the information and circumstances of disclosure. The receiving party will hold the Confidential Information in strict confidence, will use it only for purposes of this Agreement, and disclose it only to employees and agents who have a need to know such Confidential Information and who have agreed to abide by the terms of this Section prior to disclosure. The receiving party will exercise the same care in preventing the unauthorized disclosure or use of the Confidential Information that it takes to protect its own information of a similar nature, which in no event will be less than reasonable care. The restrictions on the use and disclosure of Confidential Information specified hereunder will not apply to information: (i) which is independently developed by the receiving party or lawfully received from another source without breach of this Agreement; (ii) which is or becomes generally available to the public without breach of this Agreement by the receiving party; (iii) which at the time of disclosure was known to the receiving party; (iv) which is disclosed to unaffiliated third Parties without restriction by the disclosing party; or (v) which is disclosed pursuant to law, judicial order, or government regulations so long as the receiving party promptly notifies the disclosing party prior to disclosure and cooperates with the disclosing party in the event that the disclosing party elects to contest or avoid such judicial or governmental disclosure, whether by seeking a protective order or otherwise. FDLE information which is made confidential or exempt from disclosure by law will retain that status notwithstanding the occurrence of the

specified exceptions to restrictions on use and disclosure, to the extent permitted by law. FDLE agrees to maintain the confidentiality of Confidential Information, as that term is used in this Agreement, received from Contractor, to the extent this can be accomplished without violating Florida Law regarding public records, as set forth in Chapter 119, Florida Statutes. In particular, FDLE agrees to maintain the confidentiality of Confidential Information to the extent such information constitutes Trade Secret Information, as that term is used in Section 815.045, Florida Statutes, and as defined at Section 812.081(1)(c), Florida Statutes.

All FDLE data which may be provided to the Contractor by FDLE will remain the exclusive property of FDLE and may not be copied or removed by Contractor personnel without the express written permission of FDLE.

Contractor is responsible for the actions of its agents and subcontractors with respect to protection of confidential law enforcement and other types of confidential data. Contractor is expressly prohibited from transferring FDLE data, by any means and in any medium or format, outside of the United States in performing the work defined in this Agreement.

7. Contract Manager

The Department's Program/Regional Contract Manager for this Contract shall be:

Name:	Robert Durrance
Title:	Government Analyst II
Street Address:	2331 Phillips Road
City/State/Zip:	Tallahassee, FL 32308
Phone Number:	850-410-7135
Email:	RobertDurrance@fdle.state.fl.us

8. Contracting Party Employees, Subcontractors, and Other Agents

Contracting Party will be an independent contractor, and not the agent or servant of the Department and will not be entitled to any benefits granted employees of the State of Florida. The Department and the State shall take all actions necessary to ensure that Contracting Party's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contracting Party's employees, subcontractors, and other agents receive benefits and necessary insurance from an employer other than the State of Florida. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.

The Contracting Party will have complete supervision and control over its own agents, servants and employees. The Contracting Party will ensure that personnel of any agent or subcontractor are trained, qualified, and available to perform the services for which they are contracted to perform.

The Contracting Party is responsible for managing the relationship with all subcontractor organizations, for directing and managing the work efforts of subcontractor personnel, and for the quality of the work of subcontractor personnel. Upon request, Contracting Party shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the contract must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the contract.

9. Controlling Law

All matters, whether sounding in tort or contract, relating to the validity, construction, interpretation, performance and enforcement of this contract shall be determined by the laws of the State of Florida. The exclusive venue of any legal or equitable action that arises out of or relates to the contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

10. Contractor's Responsibilities under Termination

After receipt of notice of termination, and except as otherwise specified by the Department, the Contractor shall (i) stop work under this Agreement on the date, and to the extent specified, in the notice; (ii) place no further order(s) or subcontract(s) for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated; (iii) complete performance of such part of the work as shall not have been terminated by the Department; and (iv) take such action as may be necessary, or as the Department may specify, to protect and preserve any property or data related to this contract which is in the possession of the contractor(s) and in which the Department has or may acquire an interest.

Upon the effective date of termination of the Agreement, the Contractor shall transfer, assign, and make available to FDLE all property, materials, and data belonging to the Department, all rights and claims to any and all reservations, contracts and arrangements with subcontractors, or others, and shall make available to the Department all written information regarding the performance of the Agreement. Any data transferred shall be in a format specified by the Department. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment. The Department concurrently with such transfer or assignment reserves the option to assume the obligations of the Contractor if any, on all non- cancelable contracts with third parties.

11. Discrimination

In the performance of such services, the Contracting Party agrees not to discriminate against any employee or applicant for employment on grounds of race, creed, color, sex, age, national origin, or disability.

12. Dispute Resolution

Any dispute concerning performance of the Contract which cannot be resolved by informal discussion between the FDLE and the Contractor will be referred to negotiation to be conducted by the FDLE General Counsel. If FDLE and Contractor's representatives are unable to resolve the dispute within five

(5) business days after commencing negotiations, or fifteen (15) calendar days have passed since the initial request for negotiations at this level, then the Parties will be entitled to discontinue negotiations, to seek to resolve the dispute through mediation as hereinafter provided or, if the Parties do not agree to submit the dispute to non- binding mediation, to seek any and all rights and remedies that may be available under this Agreement, at law or in equity.

Mediation must occur within twenty (20) business days after the Parties agree to submit the dispute to mediation. The Parties mutually will select an independent mediator experienced in IT systems and services agreements, and each will designate a representative(s) to meet with the mediator in good faith in an effort to resolve the dispute. The specific format for the mediation will be left to the discretion of the mediator and the designated Party representatives and may include the preparation of agreed-upon statements of fact or written statements of position furnished to the other Party. If the Parties are unable to resolve a dispute through the dispute resolution processes described in this Section, then either party may seek any and all rights and remedies that may be available under this Agreement, at law or in equity.

All Contractor obligations related to project activities and support services under this Contract will continue without interruption during disputes unless suspended by FDLE or unless the dispute relates to non-payment by FDLE. FDLE reserves the right to withhold payments during disputes relating to breach by Contractor. The failure of FDLE to release payment during disputes relating to breach by Contractor will not constitute a breach or default by FDLE.

13. Effective Date

This Contract shall be effective when signed by the Contracting Party and the Department.

14. Execution in Counterparts

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

15. E-Verify

The Department shall consider the employment by any Contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party

may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

The website for E-Verify registration may be located at Home (e-verify.gov)

16. Federal Grants

If applicable, the obligation of the FDLE to make payments under this Agreement may be contingent upon the availability of federal grant funds. FDLE and Contractor anticipate that payment for the complete performance of this Agreement may require renewal (extension) of currently available Grants. Therefore, FDLE will apply for six-month extensions of the applicable Grants as soon as such applications may be submitted under Federal rules and policies, but in no event earlier than ninety (90) days prior to the expiration of the applicable Grants. Acknowledging that FDLE will use its best efforts to assure that adequate funding is available for the payments due Contractor upon acceptance of Deliverables, Contractor agrees that it will not look to a funding source other than the applicable Grants for payment under this Agreement. FDLE will, within five (5) business days, notify the Contractor if it learns that applicable Grants will in fact not be sufficient to pay all amounts owed and expected to be owed under the Agreement. Upon such notification, FDLE will cooperate with the Contractor to ensure that no Deliverables for which payment cannot be made are forthcoming, and will issue a Stop Work Order unless otherwise agreed by the Parties. In such event, FDLE will nonetheless use best efforts to ensure the Contractor is paid for unpaid Services and COTS Products provided by the Contractor and accepted by FDLE in accordance with the SOW. Notwithstanding the foregoing, the Contractor agrees that FDLE will not be liable to the Contractor for any claim or action arising under or in connection with the Contractor's products and services provided under this Agreement in an amount in excess of FDLE's available grant funding.

17. Financial Consequences for Contractors Failure to Perform

If the Contracting Party fails to meet the minimum level of service or performance identified in this agreement, or is customary for the industry, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments until the deficiency is cured, tendering only partial payments, imposition of other financial consequences per FDLE Special Conditions (as applicable), and termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on Contracting Party's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

18. Force Majeure, Notice of Delay, and No Damages for Delay

Neither party will be liable to the other for any delay or inability to perform its obligations under this Agreement or otherwise, including relief from affected service levels, if such delay or inability arises from any act of God, fire, natural disaster, act of government, act of war (declared or undeclared), act of terrorism (domestic or international), riot, civil disturbance, manufacturer's shortages or constraints of parts, products, labor (other than a party's own workforce) or any other cause beyond the reasonable control of such party, whether or not foreseeable. In the event of such a delay or inability to perform, the time for performance will be extended for a period of time equal to the length of the delay or inability to perform,

plus an additional reasonable period to recommence performance. If a force majeure event continues to prevent a party's performance for more than 30 days, the other party may terminate this Agreement upon written notice.

19. Insurance Requirements

During the Contract term, the Contracting Party at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contracting Party. Upon request, the Contracting Party shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contracting Party shall not be interpreted as limiting the Contracting Party's liability and obligations under the contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

20. Intellectual Property

The parties do not anticipate that any intellectual property will be developed as a result of this contract. However, subject to Section 287.057(k) Florida Statutes, any intellectual property developed as a result of this Contract will belong to and become the sole property of the state. The rights conveyed to the state pursuant to this Agreement do not include rights to any preexisting Intellectual Property used, developed and refined by the Contracting Party and its subcontractors during their provision of Services under this Agreement. This provision will survive the termination or expiration of any Contract.

21. Invoicing

All invoices or bills for fees or other compensation for services, or expenses shall be submitted with reasonable detail for a proper pre-audit and post-audit thereof, to comply with Section 287.058(1) (a), Florida Statues. This information will include Contractor Name and remit to address; Contractor billing contact phone number and/or email address; Contractor FEID number; Contract number; Month/Year Billing term; detailed deliverable number with description; and payment amount due.

Invoices must be submitted to:

Florida Department of Law Enforcement
Attn: Accounts Payable
PO Box 1489
Tallahassee, Florida 32302
Phone: 850-410-7155
Email: FDLEAccountsPayable@fdle.state.fl.us

Whenever this Contract is terminated with or without cause, all amounts due shall be pro-rated.

22. The Department is Self-Insured

The Department is self-insured for its torts to the extent provided in Section 768.28, Florida Statutes, to cover bodily injury, death and property damage arising as a consequence of the acts and omissions to act of its officers, employees, and agents. The Department is without authority to insure the contracting party in any way. The Department shall not be deemed to assume any liability for the acts, omissions to act and negligence of the Contracting Party, its agents, servants and employees; nor shall the Contracting Party exclude liability for its own negligence to the Department or any third party, except as allowed by law and agreed to by the Department. The Department is without authority to indemnify or hold harmless the Contracting Party.

Unless authorized by law and agreed to in writing, the Department shall not be liable to pay attorney fees, interest, late charges and service fees and/or costs of collection.

23. Modification of Terms

The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and the Contracting Party and any communications, promises, representations or agreements, not included in writing in this contract, shall not be binding upon any party. The Contract may only be modified or amended upon mutual written agreement of the Department and the Contracting Party. No oral agreements or representations shall be valid or binding upon the Department or the Contracting Party. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Department. The Contracting Party may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, “shrink wrap” terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contracting Party’s order or fiscal forms or other documents forwarded by the Contracting Party for payment. The Department's acceptance of product or processing of documentation on forms furnished by the Contracting Party for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

24. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

25. Non-Material Errors

Contractor and FDLE agree that non-material errors in contract language, terms and conditions (e.g., typos and other obvious errors) will be correctable without amending the Agreement provided that the nature of the Agreement is not altered by such correction.

26. Non-Solicitation

Unless otherwise agreed to by the Parties in writing, during the term of the Agreement and for a period of one (1) year after termination of the Agreement, neither party, as between Contractor and, collectively, FDLE will directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor a staff member of the other party or a former staff member that is or was involved with the Agreement.

27. Notices

Whenever notice is required to be given by Certified Mail, Return Receipt Requested or private carrier express mail service, it shall be deemed to have been given on the date shown on the return receipt, or date of actual delivery, whichever is earlier.

Change of address, as well as, any other notice(s) required by this contract shall be delivered to the Department of Law Enforcement for the attention of:

FDLE Off-Site Mail Facility
Office of General Services
813-B Lake Bradford Road
Tallahassee, Florida 32399
FDLEOGSContracts@fdle.state.fl.us

And to the Contracting Party for the attention of:

Name:	Lisa Cole
Title:	Dir. of Business
Street Address:	728 N. Pleasantburg Drive
City/State/Zip:	Greenville, SC 29607
Phone Number:	864-672-2780
Email:	lcole@dataworksplus.com

28. Payment

The State of Florida cannot make deposits or pay for goods and/or services in advance unless approved under rules issued by the Florida Department of Financial Services. The Department is not authorized to pay to Contracting Party any deposit for services to be rendered or equipment to be purchased in the future.

Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the Contracting Party's rights and the Department's responsibilities concerning interest penalties and time limits for payment of invoices. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516.

29. Public Records

This contract shall be unilaterally canceled by the Department for refusal to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with the contract.

Pursuant to Section 119.0701, Florida Statutes, Contractor agrees to keep and maintain public records required by the FDLE to perform the service. Upon request from FDLE's custodian of public records, Contractor agrees to provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes.

The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the Contractor does not transfer the records to FDLE.

Upon completion of the contract, Contractor shall transfer, at no cost, to FDLE all public records in possession of Contractor or keep and maintain public records required by FDLE to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records, in a format that is compatible with the information technology systems of FDLE.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-410-7676, PUBLICRECORDS@FDLE.STATE.FL.US, OR VIA MAIL AT P.O. BOX 1489, ATTN: PUBLIC RECORDS DIVISION, TALLAHASSEE, FL 32302.

The Contractor agrees to the provisions of Section 287.057(16), Florida Statutes, and shall maintain throughout the term of the contract and at least four (4) years thereafter, detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices. All such records shall be made available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.

In accordance with Section 215.985(16), Florida Statutes, this contract is subject to inclusion in the Florida Public Accountability Tracking System (FACTS) database and subject to posting, in whole or in part, on the Internet.

30. Right to Audit

Pursuant to Section 216.1366, Florida Statutes, in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

31. Renewal

There shall be no automatic renewal of this contract. This Contract may be renewed for a period up to three (3) years or for a period no longer than the original term of the contract. Renewal contracts may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

32. Scrutinized Companies List (applies to all contracts)

Pursuant to Section 215.473, Florida Statutes, the Contracting Party guarantees that (1) it is not participating in a boycott of Israel, and (2) it is not on the Scrutinized Companies that Boycott Israel List. Contracting Party agrees that this contract is subject to immediate termination for cause if the Contracting Party is, in FDLE's sole discretion, determined to be noncompliant with any of the above-listed restrictions at any time during the life of the contract.

33. Scrutinized Companies Lists (applies only to contracts for $1 million or more)

Pursuant to Section 215.473, Florida Statutes, the Contracting Party guarantees that (1) it is not on the Scrutinized Companies with Activities in Sudan List, (2) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and, (3) it does not have business operations in Cuba or Syria. Contracting Party agrees that this contract is subject to immediate termination for cause if the Contracting Party is, in FDLE's sole discretion, determined to be noncompliant with any of the above-listed restrictions at any time during the life of the contract.

34. Severability

Any provision of this contract in violation of the laws of the State of Florida shall be ineffective to the extent of such violation, without invalidating the remaining provisions of this contract.

35. Survival

The provisions of all confidentiality obligations, indemnification, limitation of liability and any other sections, schedules or attachments to this Agreement that by their nature may reasonably be presumed to survive any termination or expiration of this Agreement, will so survive.

36. Suspension of Work

The Department may in its sole discretion suspend any or all activities under the contract or purchase order, at any time, when in the best interests of the State to do so. The Department shall provide the Contracting Party written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contracting Party shall comply with the notice for a period up to thirty (30) days after the notice is delivered to the Contracting Party, and for any further period to which the Parties may agree. Within thirty (30) days, or any longer period agreed to by the Contracting Party, the Department shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Contracting Party to any additional compensation.

37. Termination for Cause

The Department may terminate the contract if the Contracting Party fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. The Contracting Party shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contracting party shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Contracting Party. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contracting Party and the subcontractor, and without the fault or negligence of either, the Contracting Party shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contracting Party to meet the required delivery schedule. If, after termination, it is determined that the Contracting Party was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the contract.

38. Termination for Convenience

This contract may be canceled in whole or in part by the Department when the Department determines in its sole discretion that it is in the Department's interest to do so upon giving 30 days written notice by Certified Mail, Return Receipt Requested or by private carrier express mail service. The Contracting Party shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contracting Party shall not be entitled to recover any cancellation charges or lost profits.

39. Travel

All bills for any travel expenses that are authorized by Section 112.061, Florida Statues, shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses.

40. Waiver

No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this contract, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach of default, or any similar breach or default thereafter occurring; nor shall any waiver of single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

41. Warranty of Ability to Perform

The Contracting Party warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contracting Party's ability to satisfy its contract obligations. The Contracting Party warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contracting Party shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the contract.

42. Warranty of Authority

Each person signing the contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

IN WITNESS WHEREOF, the FDLE and Contractor have caused this Contract to be executed by their respective undersigned official(s) authorized to do so, effective on the date of final execution.

DataWorks Plus	Florida Department of Law Enforcement
Rick Johnson	Sharon Wester
Signature	*Signature*
Rick Johnson	Sharon Wester
Print Name	*Print Name*
Vice President	Business Support Director
Title	*Title*
05/30/2024	5/6/2024
Date	*Date*

Attachment A

Florida Department of Law Enforcement Sales Summary Report
FDLE Contract #FDLE-001-25

Contractor Name: DataWorks Plus

Quarter and/or Annual Reporting Period: _____

Total dollar value of purchases for this reporting period

State Agency and OEUs totals: _____

Contract, Purchase Order, and P-Card order totals: _____

Manufacturer Name	Agency Name	Product Number	Item Description	Product Group Number	Unit of Measure	Quantity	Manufacturer List Price	Percent Discount Taken	Final Purchase Price

Florida Department of
Law Enforcement

J. Mark Glass
Commissioner

Business Support
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 410-7000
www.fdle.state.fl.us

Ron DeSantis, *Governor*
Ashley Moody, *Attorney General*
Jimmy Patronis, *Chief Financial Officer*
Wilton Simpson, *Commissioner of Agriculture*

DATE: April 1, 2024

SOLICITATION NUMBER: FDLE ITN 2420

SOLICITATION TITLE: LiveScan Equipment and Software

REPLY OPENING: April 15, 2024

ADDENDA NUMBER: One (1)

This addendum serves as notice of responses to questions received from potential Vendors relevant to the Invitation to Negotiate (ITN) and amended attachments from the original ITN document.

Replace the Original ITN Attachment H Technical Reply Instructions and Evaluation Criteria Sections 2.2.2, 2.2.3, 2.2.4. and 2.2.5 with the attached.

Replace the Original ITN Attachment K Price Reply Sheet with the Amendment Attachment K Price Reply Sheet, attached separately.

Replace the Original ITN Attachment L Draft Contract with the attached.

All other terms and conditions of the FDLE-ITN-2420 remain unchanged.

Florida Department of
Law Enforcement

J. Mark Glass
Commissioner

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Ron DeSantis, *Governor*
Ashley Moody, *Attorney General*
Jimmy Patronis, *Chief Financial Officer*
Wilton Simpson, *Commissioner of Agriculture*

THIS ADDENDUM NOW BECOMES PART OF YOUR REPLY RESPONSE.
THE ADDENDA ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED, AND RETURNED WITH THE REPLY RESPONSE.

ADDENDA ACKNOWLEDGEMENT

COMPANY NAME: DataWorks Plus, LLC

FEDERAL TAX IDENTIFICATION NUMBER: 57-1104887

ADDRESS: 728 N. Pleasantburg Drive

CITY: Greenville **STATE:** SC **ZIP:** 29607

AUTHORIZED REPRESENTATIVE: Rick Johnson **TITLE:** Vice President

AUTHORIZED SIGNATURE: Rick Johnson **DATE:**

PHONE: 864-672-2780 **EMAIL:** rjohnson@dataworksplus.com

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN FLORIDA STATUTE 120.57(3) OR FAILURE TO FILE A BOND OR OTHER SECURITY WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120 FLORIDA STATUTES.

ATTACHMENT B

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

WRITTEN ANSWERS TO QUESTIONS

FDLE ITN 2420
LiveScan Equipment and Software

All written questions are reproduced in the same format as submitted by the Vendor.

Question #1	We respectfully ask if FDLE will allow bidders to submit electronic submissions of their responses for ITN 2420, versus submitting hard copy documents via courier? This was a question asked during the Pre-Reply Conference held on March 13, 2024. Would it be possible to submit electronic responses directly to Angela Githens or through the Florida Marketplace website?
Answer #1	The FDLE will not accept electronic replies. Please submit replies according to the instructions in Section 3.1.19 of the ITN.
Question #2	We respectfully ask if FDLE would extend the submission deadline by two weeks? This will allow for bidders to make necessary revisions to their responses based on answers to bidder's questions.
Answer #2	No. Due to time constraints, an extension will not be granted for this ITN. Proposals may be refined during the negotiation process, however.
Question #3	Do we have to have current certification with FDLE for each type of livescan device to be considered for the demonstration period with FDLE?
Answer #3	No. FDLE does not certify criminal or applicant tenprint devices.
Question #4	Does a vendor need to have all the different types of livescans to be considered for this ITN? (i.e. is it you must have all types to qualify?)
Answer #4	The FDLE is only requesting one (1) type of device, the Tenprint Capture Device.
Question #5	What is the estimated number of each type of livescan that are in the state of Florida that are considered life cycled?
Answer #5	There are over 100 LiveScans in the state that we estimate have reached end of life.
Question #6	What are all the different agencies that could possibly purchase from this contract?
Answer #6	The Florida Department of Law Enforcement, The State, or any State of Florida governmental department, division, county, bureau, commission, district, or municipality (to include local Sheriff's Offices, county jail facilities, and Police Departments).

Question #7	While reading the ITN I saw the following requirement on page 48: w. The system must have an operator "panic button" which will lock the system and hold the information captured on a booking-in-progress until the operator unlocks the system using his/her password. Is the intent to force software to have some special onscreen button? Or is having the standard ability to click "Close" and save all work sufficient?
Answer #7	Respondents should propose the best solution within their product. However, the intent of this requirement is to provide the LiveScan users an ability to quickly lock down the LiveScan screen in the event of an emergency. This is especially important for criminal LiveScans located within county jail facilities. Any option allowing a user to lock down the LiveScan screen with minimal effort will meet this requirement.
Question #8	Regarding ITN Page 16 - TECHNICAL REPLY SUBMISSION LAYOUT: TAB 5:VALUE-ADDED SERVICES Should respondents use price sheet tab "ADDITIONAL OFFERINGS" in ATTACHMENT K - Price Reply Sheet for these "Value-Added" items? If not, would FDLE consider adding an additional Price Sheet tab in ATTACHMENT K - Price Reply Sheet? If not, please provide pricing and description format instructions that respondents should use for "Value-Added" products and services.
Answer #8	Yes.
Question #9	Regarding ITN Pages 25-26 – SECTION 3.4 – PRICE REPLY Section 3.4 – PRICE REPLY denotes the following pricing evaluation formula: (M x L) / A = P M = Maximum Points Available for the Price Reply (= 30 points) L = Lowest responsive Price Reply A = Actual Price Reply for each of the other responding Respondents P = Points Awarded to each of the other responding Respondents ATTACHMENT K - Price Reply Sheet provides the opportunity for each Respondent to offer multiple solutions in each category (Tenprint, Additional Offerings). For example, Respondent 1 may have 10 entries, Respondent 2 may have 5 entries and respondent 3 may have 3 entries. Please explain how "L = Lowest responsive Price Reply" AND "A = Actual Price Reply for each of the other responding Respondents" will be determined/calculated in a fair manner.
Answer #9	The FDLE is only requesting one (1) type of device, the Tenprint Capture Device. Additional Offerings are not included in the Price Reply determination. See Section 3.4 Price Reply. The lowest total contract price including renewal year options.
Question #10	Regarding Full ITN PDF File If possible, would FDLE be willing to provide a copy of the full ITN document in Microsoft Word format?
Answer #10	The PDF file can be converted into Microsoft Word.

Question #11	Regarding ATTACHMENT H, Section 2.1.2, Standards, Item j. Must automatically compare the distal images from the upper palm print to the corresponding rolled or plain impression distal images to ensure the palm print is captured from the same hand as the tenprint. **Our Question:** Would FDLE allow other ways to ensure the correct hand in each image?
Answer #11	Respondents should propose the best solution within their product. However, intent of this requirement is to ensure palm prints are captured correctly and legibly and in the correct location. If a vendor offers another alternative for performing this type of quality check it will be considered.
Question #12	Regarding ATTACHMENT H, Section 2.1.2, Standards, Item w. The system must have an operator "panic button" which will lock the system and hold the information captured on a booking-in-progress until the operator unlocks the system using his/her password. **Our Question:** Is the expectation to have an on-screen button to target, or a physical button on the workstation or keyboard?
Answer #12	See answer # 7.
Question #13	Regarding ATTACHMENT H, Section 2.2.3 Department of Corrections Custody. **Our Question:** Would FDLE consider modifying the order sequence of the requirements list? Currently it includes an item j, in between requirements c and d.
Answer #13	See Addendum # 1.
Question #14	Regarding ATTACHMENT H, Section 2.2.4, Identification Only. **Our Question**: Would FDLE consider modifying the order sequence of the requirements list? Currently it includes an item k, in between requirements b and c.
Answer #14	See Addendum # 1.
Question #15	Regarding ATTACHMENT H, Section 2.2.5, Quick ID. **Our Question:** Would FDLE consider modifying the order sequence of the requirements list? Currently it includes an item I, in between requirements b and c.
Answer #15	See Addendum # 1.
Question #16	The ITN requires compliance with FDLE provided Interface Control Documents (BIS ICD). The provision of these ICDs implies that existing Commercial Off the Shelf (COTS) software applications are not required to be currently configured to comply with all workflows. If that is correct, then when does FDLE require that the software application is compliant with the ICDs? (e.g. upon proposal submission, upon award, at demonstration phase, or some period of time after award?)

Answer #16	Vendors must show how their workflows will be compliant with the provided ICDs upon demonstration, but actual compliance will not be required until devices are rolled out to users in the field.
Question #17	The Price Reply Sheet (Attachment K) provides a tab for pricing labeled “TENPRINT” and a tab labeled “ADDITIONAL OFFERINGS”. The ITN refers to a need for multiple system configurations (ruggedized, desktop, mobile) and support items (inside delivery, set-up, installation, training). The need for criminal enrolment requires the need for palm scan devices in addition to tenprint devices. In order to fully reply to all requirements, can an offeror add tabs to Attachment K to more clearly respond to stated requirements?
Answer #17	No additional tabs will be added. If the tenprint LiveScan device does not include palm print capture capabilities, a separate peripheral must be provided and included in the tenprint device package that interfaces with the LiveScan. Palm print capture capability is a requirement for criminal tenprint devices.
Question #18	The ITN does not define any contract line items or pricing structure for the solution. How does FDLE intend to evaluate pricing?
Answer #18	See Section 3.4 Price Reply. The lowest total contract price including renewal year options.
Question #19	The Price Reply Sheet (Attachment K) provides a tab for pricing labeled “TENPRINT” and a tab labeled “ADDITIONAL OFFERINGS”. Is there additional guidance on what items are to be priced on the “ADDITIONAL OFFERINGS” tab? Are “ADDITIONAL ITEMS” part of the pricing evaluation?
Answer #19	See Addendum #1. The additional items section is not part of the pricing evaluation.

2.2.2 **Registrant**

Registrant workflow must be compliant with the Interface Control Document for Florida Department of Law Enforcement Biometric Workflow (BIS ICD), and must:

a. Assign TCN & OBTS number.

b. Collect full tenprint fingerprint impressions – rolled, plain/slaps, and palms.

c. Capture a mugshot via digital camera or configurable folder via standalone mugshot system.

d. Provide an entry screen for entering demographics, charge information, and all additional required or optional data elements for a registration transaction. Data field requirements are outlined in the BIS ICD.

e. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

f. Provide an Application Programming Interface (API) for exchanging demographic and charge information via the agency's Records Management System and/or Jail Management System.

    The API for exchanging information with a Records Management System and/or Jail Management System must conform to the National Information Exchange Model (NIEM) version of the Electronic Biometric Transmission Specification (EBTS).

g. Transmit the fingerprints, palm prints, mug shots, demographics and charge information to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

h. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

2.2.3 **Department of Corrections Custody:**

Department of Corrections Custody workflow must be compliant with the Interface Control Document for Florida Department of Law Enforcement Biometric Workflow (BIS ICD), and must:

a. Assign TCN & OBTS number.

b. Collect full tenprint fingerprint impressions – rolled, plain/slaps, and palms.

c. Capture a mugshot via digital camera or configurable folder via standalone mugshot system.

d. Provide an entry screen for entering demographics, custody information, and all additional required or optional data elements for a custody transaction. Data field requirements are outlined in the BIS ICD.

e. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

f. Provide an Application Programming Interface (API) for exchanging demographic and charge information via the agency's Records Management System and/or Jail Management System.

    The API for exchanging information with a Records Management System and/or Jail Management System must conform to the National Information Exchange Model (NIEM) version of the Electronic Biometric Transmission Specification (EBTS).

g. Transmit the fingerprints, palm prints, mug shots, demographics and charge information to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

h. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

2.2.4 **Identification Only**

Identification Only workflow must be compliant with the Interface Control Document for Florida Department of Law Enforcement Biometric Workflow (BIS ICD), and must:

a. Assign TCN & OBTS number.

b. Collect full tenprint fingerprint impressions – rolled, plain/slaps.

c. Provide an entry screen for entering all required or optional data elements for an identification only transaction. Data field requirements are outlined in the BIS ICD.

d. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

e. Transmit the fingerprints and other data fields to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

f. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

2.2.5 **Quick ID**

Quick ID workflow must be compliant with the Interface Control Document for Florida Department of Law Enforcement Biometric Workflow (BIS ICD), and must:

a. Assign TCN & OBTS number.

b. Collect fingerprint impressions.

c. Provide an entry screen for entering all required or optional data elements for a quick id transaction. Data field requirements are outlined in the BIS ICD.

d. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

e. Transmit the fingerprints and other data fields to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

f. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

ATTACHMENT K

AMENDED PRICE REPLY SHEET

The Price Reply Sheet has been attached separately to the Addendum 1 Informational Notice.

ATTACHMENT L

FLORIDA DEPARTMENT OF LAW ENFORCEMENT
Contract FDLE-XXX-XX

This Contract, by and between DataWorks Plus, LLC, a company duly authorized to conduct business with the State of Florida, whose business address is 728 N. Pleasantburg Dr., Greenville, SC 29607 (hereinafter referred to as Contractor), and the State of Florida's Department of Law Enforcement, (hereinafter referred to as FDLE),

WITNESSETH THAT:

WHEREAS, FDLE issued Solicitation Number ITN 2420 and the Contractor submitted a reply to _____; and

WHEREAS, Contractor desires to enter into a Contract with FDLE to provide certain products and services; and

WHEREAS, FDLE desires to enter into a Contract with Contractor in order to acquire certain Contractor supplied products and services; and

NOW THEREFORE, Contractor and FDLE for and in recognition of considerations hereinafter set forth, do hereby agree as follows:

This Contract shall be comprised of the following documents, attachments, addenda and any subsequent amendments to this Contract. These documents, attachments, addenda and amendments shall govern the services provided by the Contractor and are hereby incorporated in, and are made a part of, this Contract. The order of precedence is as indicated below. Subsequent amendments take first precedence, with the most current documents or updates of the documents controlling in the event of a conflict between differing versions of a document which form part of or are incorporated in this Contract.

The documents specified below are hereby incorporated in, and are a part of, this Contract (including this document, captioned "Contract FDLE-XXX-XX" which shall be first in order of precedence, with exception those sections stated below):

- The Contract document;
- The documents and materials attached to or incorporated by reference in the Contract including the approved final **Technical Reply** (Attachment H);
- The FDLE-ITN-2420 solicitation as modified by any applicable Addendum to the FDLE-ITN-2420;
- The Contractor's Response; and
- The documents and materials attached to or incorporated by reference in the Contractor's Response

1. **CONTRACT TERM**

A. Initial Term

The term of this Contract shall begin from the last date signed by the parties below and continue for a period of three (3) years following execution.

B. Renewal Term

The State reserves the right, at its sole discretion, to renew the Contract for **up to three (3) additional years beyond the initial term, by exercising up to three (3) one (1) year renewal options.** Renewal of the Contract shall be in writing and shall be subject to the terms and conditions set forth in the existing Contract. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

2. **Deliverables (to be included post-award)**

Deliverable Due	Minimum Performance Required	Financial Consequence

3. **Statement of Work (to be included post-award)**

4. **Pricing (to be included post-award)**

FLORIDA DEPARTMENT OF LAW ENFORCEMENT STANDARD TERMS AND CONDITIONS

1. **PUR 1000 – General Contract Conditions**

https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf

The State of Florida General Terms and Conditions (PUR 1000) are hereby referenced and incorporated in their entirety into this Contract. This is a downloadable document. Potential Respondents to the solicitation are encouraged to carefully review all materials contained herein and prepare Replies accordingly. The Florida Department of Law Enforcement Standard Terms and Conditions supersedes any contract condition otherwise duplicated herein.

2. **American with Disabilities Act (ADA) Civil Rights Compliance**

CONTRACTOR represents and warrants that it will comply with all Equal Accessibility laws, regulations and standards under Sections 251 & 255 of the Telecommunications Act of 1996, Titles I, II, III & IV of the Americans with Disabilities Act (ADA) [42 USC 12101 et seq.], and Sections 504 and 508 of the Federal Rehabilitation Act amendments [29 USC 794 et seq.], and the Assistive Technology Act of 1998. These standards establish a minimum level of accessibility.

CONTRACTOR will indemnify the customer against any litigation stemming from a lack of compliance with the above laws, regulations and standards.

3. Antitrust Violations

Pursuant to Section 287.137, Florida Statutes, a person or an affiliate who has been on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

4. Change Management

CONTRACTOR and FDLE will adhere to the following process to document and track changes to the Agreement, including the Statement of Work (SOW). Requests for changes to the SOW or Agreement will be initiated by using the changes procedures and Project Change Request form. The Project Change Request may be prepared by CONTRACTOR or FDLE. The Project Change Request will be signed by the Project Managers for CONTRACTOR and FDLE to be considered a formal, official change request. FDLE will assign a project change number to the request. Changes that affect price or result in the incursion of additional expense by the FDLE will require a Contract amendment, in addition to the Project Change Request, which must be signed by authorized representatives for CONTRACTOR and FDLE before any work is performed or expenses incurred. No request for any alteration, modification or additional work which will materially change the SOW or the cost of the Agreement will be valid unless the resulting change has been agreed upon in writing by CONTRACTOR and FDLE in the form of a Contract amendment. The term “material change” includes, but is not limited to, changes which result in an increase in contract price, changes to the scope of work (excluding product changes or deliverable date changes) and any changes to the contract begin/end date(s), including extension or renewal. No oral statement of any person will, in any manner or degree, modify or otherwise affect the terms of this Agreement.

5. Compliance with Laws

The Contracting Party shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. Violation of such laws may be grounds for contract termination.

6. Confidential Information

Confidential Information” means information or materials provided by one party to the other which are: i) in tangible form and labeled “confidential” or the like; ii) if disclosed orally, are identified as being confidential at the time of disclosure; or iii) such that a reasonable person would consider it confidential from the nature of the information and circumstances of disclosure. The receiving party will hold the Confidential Information in strict confidence, will use it only for purposes of this Agreement, and disclose it only to employees and agents who have a need to know such Confidential Information and who have agreed to abide by the terms of this Section prior to disclosure. The receiving party will

exercise the same care in preventing the unauthorized disclosure or use of the Confidential Information that it takes to protect its own information of a similar nature, which in no event will be less than reasonable care. The restrictions on the use and disclosure of Confidential Information specified hereunder will not apply to information: (i) which is independently developed by the receiving party or lawfully received from another source without breach of this Agreement; (ii) which is or becomes generally available to the public without breach of this Agreement by the receiving party; (iii) which at the time of disclosure was known to the receiving party; (iv) which is disclosed to unaffiliated third Parties without restriction by the disclosing party; or (v) which is disclosed pursuant to law, judicial order, or government regulations so long as the receiving party promptly notifies the disclosing party prior to disclosure and cooperates with the disclosing party in the event that the disclosing party elects to contest or avoid such judicial or governmental disclosure, whether by seeking a protective order or otherwise. FDLE information which is made confidential or exempt from disclosure by law will retain that status notwithstanding the occurrence of the specified exceptions to restrictions on use and disclosure, to the extent permitted by law. FDLE agrees to maintain the confidentiality of Confidential Information, as that term is used in this Agreement, received from CONTRACTOR, to the extent this can be accomplished without violating Florida Law regarding public records, as set forth in Chapter 119, Florida Statutes. In particular, FDLE agrees to maintain the confidentiality of Confidential Information to the extent such information constitutes Trade Secret Information, as that term is used in Section 815.045, Florida Statutes, and as defined at Section 812.081(1)(c), Florida Statutes.

All FDLE data which may be provided to the Contractor by FDLE will remain the exclusive property of FDLE and may not be copied or removed by Contractor personnel without the express written permission of FDLE.

CONTRACTOR is responsible for the actions of its agents and subcontractors with respect to protection of confidential law enforcement and other types of confidential data. CONTRACTOR is expressly prohibited from transferring FDLE data, by any means and in any medium or format, outside of the United States in performing the work defined in this Agreement.

7. Contract Manager

The Department's Program/Regional Contract Manager for this Contract shall be:

Name:	Rick Johnson
Title:	Vice President
Street Address:	728 N. Pleasantburg Drive
City/State/Zip:	Greenville, SC 29607
Phone Number:	864-672-2780
Email:	rjohnson@dataworksplus.com

8. Contracting Party Employees, Subcontractors, and Other Agents

Contracting Party will be an independent contractor, and not the agent or servant of the Department and will not be entitled to any benefits granted employees of the State of Florida. The Department and the State shall take all actions necessary to ensure that Contracting Party's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contracting Party's employees, subcontractors, and other agents receive benefits and

necessary insurance from an employer other than the State of Florida. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.

The Contracting Party will have complete supervision and control over its own agents, servants and employees. The Contracting Party will ensure that personnel of any agent or subcontractor are trained, qualified, and available to perform the services for which they are contracted to perform.

The Contracting Party is responsible for managing the relationship with all subcontractor organizations, for directing and managing the work efforts of subcontractor personnel, and for the quality of the work of subcontractor personnel. Upon request, Contracting Party shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the contract must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the contract.

9. Controlling Law

All matters, whether sounding in tort or contract, relating to the validity, construction, interpretation, performance and enforcement of this contract shall be determined by the laws of the State of Florida. The exclusive venue of any legal or equitable action that arises out of or relates to the contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

10. Contractor's Responsibilities under Termination

After receipt of notice of termination, and except as otherwise specified by the Department, the Contractor shall (i) stop work under this Agreement on the date, and to the extent specified, in the notice; (ii) place no further order(s) or subcontract(s) for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated; (iii) complete performance of such part of the work as shall not have been terminated by the Department; and (iv) take such action as may be necessary, or as the Department may specify, to protect and preserve any property or data related to this contract which is in the possession of the contractor(s) and in which the Department has or may acquire an interest.

Upon the effective date of termination of the Agreement, the Contractor shall transfer, assign, and make available to FDLE all property, materials, and data belonging to the Department, all rights and claims to any and all reservations, contracts and arrangements with subcontractors, or others, and shall make available to the Department all written information regarding the performance of the Agreement. Any data transferred shall be in a format specified by the Department. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment. The Department concurrently with such transfer or assignment reserves the option to assume the obligations of the Contractor if any, on all non- cancelable contracts with third parties.

11. Cooperation with the Inspector General

Pursuant to section 20.055(5), Florida Statutes, the contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

12. Discrimination

In the performance of such services, the Contracting Party agrees not to discriminate against any employee or applicant for employment on grounds of race, creed, color, sex, age, national origin, or disability.

13. Dispute Resolution

Any dispute concerning performance of the Contract which cannot be resolved by informal discussion between the FDLE and the Contractor will be referred to negotiation to be conducted by the FDLE General Counsel. If FDLE and Contractor's representatives are unable to resolve the dispute within five (5) business days after commencing negotiations, or fifteen (15) calendar days have passed since the initial request for negotiations at this level, then the Parties will be entitled to discontinue negotiations, to seek to resolve the dispute through mediation as hereinafter provided or, if the Parties do not agree to submit the dispute to non- binding mediation, to seek any and all rights and remedies that may be available under this Agreement, at law or in equity.

Mediation must occur within twenty (20) business days after the Parties agree to submit the dispute to mediation. The Parties mutually will select an independent mediator experienced in IT systems and services agreements, and each will designate a representative(s) to meet with the mediator in good faith in an effort to resolve the dispute. The specific format for the mediation will be left to the discretion of the mediator and the designated Party representatives and may include the preparation of agreed-upon statements of fact or written statements of position furnished to the other Party. If the Parties are unable to resolve a dispute through the dispute resolution processes described in this Section, then either party may seek any and all rights and remedies that may be available under this Agreement, at law or in equity.

All Contractor obligations related to project activities and support services under this Contract will continue without interruption during disputes unless suspended by FDLE or unless the dispute relates to non-payment by FDLE. FDLE reserves the right to withhold payments during disputes relating to breach by Contractor. The failure of FDLE to release payment during disputes relating to breach by Contractor will not constitute a breach or default by FDLE.

14. Effective Date

This Contract shall be effective when signed by the Contracting Party and the Department.

15. Execution in Counterparts

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

16. E-Verify

The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

The website for E-Verify registration may be located at Home (e-verify.gov)

17. Federal Grants

If applicable, the obligation of the FDLE to make payments under this Agreement may be contingent upon the availability of federal grant funds. FDLE and CONTRACTOR anticipate that payment for complete performance of this Agreement may require renewal (extension) of currently available Grants. Therefore, FDLE will apply for six-month extensions of the applicable Grants as soon as such applications may be submitted under Federal rules and policies, but in no event earlier than ninety (90) days prior to the expiration of the applicable Grants. Acknowledging that FDLE will use its best efforts to assure that adequate funding is available for the payments due CONTRACTOR upon acceptance of Deliverables, CONTRACTOR agrees that it will not look to a funding source other than the applicable Grants for payment under this Agreement. FDLE will, within five (5) business days, notify CONTRACTOR if it learns that applicable Grants will in fact not be sufficient to pay all amounts owed and expected to be owed under the Agreement. Upon such notification, FDLE will cooperate with CONTRACTOR to ensure that no Deliverables for which payment cannot be made are forthcoming, and will issue a Stop Work Order unless otherwise agreed by the Parties. In such event, FDLE will nonetheless use best efforts to ensure CONTRACTOR is paid for unpaid Services and COTS Products provided by CONTRACTOR and accepted by FDLE in accordance with the SOW. Notwithstanding the foregoing, CONTRACTOR agrees that FDLE will not be liable to CONTRACTOR for any claim or action arising under or in connection with CONTRACTOR's products and services provided under this Agreement in an amount in excess of FDLE's available grant funding.

18. Financial Consequences for Contractors Failure to Perform

If the Contracting Party fails to meet the minimum level of service or performance identified in this agreement, or is customary for the industry, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments until the deficiency is cured, tendering only partial payments, imposition of other financial consequences per FDLE Special Conditions (as applicable), and termination of contract and

requisition of goods or services from an alternate source. Any payment made in reliance on Contracting Party's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

19. Insurance Requirements

During the Contract term, the Contracting Party at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contracting Party. Upon request, the Contracting Party shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contracting Party shall not be interpreted as limiting the Contracting Party's liability and obligations under the contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

20. Intellectual Property

The parties do not anticipate that any intellectual property will be developed as a result of this contract. However, subject to Section 287.057(k) Florida Statutes, any intellectual property developed as a result of this Contract will belong to and become the sole property of the state. The rights conveyed to the state pursuant to this Agreement do not include rights to any preexisting Intellectual Property used, developed and refined by the Contracting Party and its subcontractors during their provision of Services under this Agreement. This provision will survive the termination or expiration of any Contract.

21. Invoicing

All invoices or bills for fees or other compensation for services, or expenses shall be submitted with reasonable detail for a proper pre-audit and post-audit thereof, to comply with Section 287.058(1) (a), Florida Statues. This information will include Contractor Name and remit to address; Contractor billing contact phone number and/or email address; Contractor FEID number; Contract number; Month/Year Billing term; detailed deliverable number with description; and payment amount due.

Invoices must be submitted to:

Florida Department of Law Enforcement
Attn: Accounts Payable
PO Box 1489
Tallahassee, Florida 32302
Phone: 850-410-7155
Email: FDLEAccountsPayable@fdle.state.fl.us

Whenever this Contract is terminated with or without cause, all amounts due shall be pro-rated.

22. The Department is Self-Insured

The Department is self-insured for its torts to the extent provided in Section 768.28, Florida Statutes, to cover bodily injury, death and property damage arising as a consequence of the acts and omissions to act of its officers, employees, and agents. The Department is without authority to insure the contracting party in any way. The Department shall not be deemed to assume any liability for the acts,

omissions to act and negligence of the Contracting Party, its agents, servants and employees; nor shall the Contracting Party exclude liability for its own negligence to the Department or any third party, except as allowed by law and agreed to by the Department. The Department is without authority to indemnify or hold harmless the Contracting Party.

Unless authorized by law and agreed to in writing, the Department shall not be liable to pay attorney fees, interest, late charges and service fees and/or costs of collection.

23. Modification of Terms

The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and the Contracting Party and any communications, promises, representations or agreements, not included in writing in this contract, shall not be binding upon any party. The Contract may only be modified or amended upon mutual written agreement of the Department and the Contracting Party. No oral agreements or representations shall be valid or binding upon the Department or the Contracting Party. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Department. The Contracting Party may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contracting Party's order or fiscal forms or other documents forwarded by the Contracting Party for payment. The Department's acceptance of product or processing of documentation on forms furnished by the Contracting Party for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

24. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

25. Non-Material Errors

CONTRACTOR and FDLE agree that non-material errors in contract language, terms and conditions (e.g., typos and other obvious errors) will be correctable without amending the Agreement provided that the nature of the Agreement is not altered by such correction.

26. Non-Solicitation

Unless otherwise agreed to by the Parties in writing, during the term of the Agreement and for a period of one (1) year after termination of the Agreement, neither party, as between CONTRACTOR and, collectively, FDLE will directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor a staff member of the other party or a former staff member that is or was involved with the Agreement.

27. Notices

Whenever notice is required to be given by Certified Mail, Return Receipt Requested or private carrier express mail service, it shall be deemed to have been given on the date shown on the return receipt, or date of actual delivery, whichever is earlier.

Change of address, as well as, any other notice(s) required by this contract shall be delivered to the Department of Law Enforcement for the attention of:

FDLE Off-Site Mail Facility
Office of General Services
813-B Lake Bradford Road
Tallahassee, Florida 32399
FDLEOGSContracts@fdle.state.fl.us

And to the Contracting Party for the attention of:

Name:	Lisa Cole
Title:	Director of Business
Street Address:	728 N. Pleasantburg Drive
City/State/Zip:	Greenville, SC 29607
Phone Number:	864-672-2780 x6725
Email:	lcole@dataworksplus.com

28. Payment

The State of Florida cannot make deposits or pay for goods and/or services in advance unless approved under rules issued by the Florida Department of Financial Services. The Department is not authorized to pay to Contracting Party any deposit for services to be rendered or equipment to be purchased in the future.

Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the Contracting Party's rights and the Department's responsibilities concerning interest penalties and time limits for payment of invoices. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516.

29. Public Records

This contract shall be unilaterally canceled by the Department for refusal to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with the contract.

Pursuant to Section 119.0701, Florida Statutes, Contractor agrees to keep and maintain public records required by the FDLE to perform the service. Upon request from FDLE's custodian of public records, Contractor agrees to provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes.

The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the Contractor does not transfer the records to FDLE.

Upon completion of the contract, Contractor shall transfer, at no cost, to FDLE all public records in possession of Contractor or keep and maintain public records required by FDLE to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records, in a format that is compatible with the information technology systems of FDLE.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-410-7676, PUBLICRECORDS@FDLE.STATE.FL.US, OR VIA MAIL AT P.O. BOX 1489, ATTN: PUBLIC RECORDS DIVISION, TALLAHASSEE, FL 32302.

The Contractor agrees to the provisions of Section 287.057(16), Florida Statutes, and shall maintain throughout the term of the contract and at least four (4) years thereafter, detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices. All such records shall be made available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.

In accordance with Section 215.985(16), Florida Statutes, this contract is subject to inclusion in the Florida Public Accountability Tracking System (FACTS) database and subject to posting, in whole or in part, on the Internet.

30. Right to Audit

Pursuant to Section 216.1366, Florida Statutes, in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the

Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

31. Renewal

There shall be no automatic renewal of this contract. Contracts for commodities or contractual services may be renewed for a period not to exceed three (3) years or for a period no longer than the original term of the contract, whichever is longer. Renewal contracts may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Contracts procured on an emergency or single source basis may not be renewed.

32. Scrutinized Companies List (applies to all contracts)

Pursuant to Section 215.473, Florida Statutes, the Contracting Party guarantees that (1) it is not participating in a boycott of Israel, and (2) it is not on the Scrutinized Companies that Boycott Israel List. Contracting Party agrees that this contract is subject to immediate termination for cause if the Contracting Party is, in FDLE's sole discretion, determined to be noncompliant with any of the above-listed restrictions at any time during the life of the contract.

33. Scrutinized Companies Lists (applies only to contracts for $1 million or more)

Pursuant to Section 215.473, Florida Statutes, the Contracting Party guarantees that (1) it is not on the Scrutinized Companies with Activities in Sudan List, (2) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and, (3) it does not have business operations in Cuba or Syria. Contracting Party agrees that this contract is subject to immediate termination for cause if the Contracting Party is, in FDLE's sole discretion, determined to be noncompliant with any of the above-listed restrictions at any time during the life of the contract.

34. Severability

Any provision of this contract in violation of the laws of the State of Florida shall be ineffective to the extent of such violation, without invalidating the remaining provisions of this contract.

35. Survival

The provisions of all confidentiality obligations, indemnification, limitation of liability and any other sections, schedules or attachments to this Agreement that by their nature may reasonably be presumed to survive any termination or expiration of this Agreement, will so survive.

36. Suspension of Work

The Department may in its sole discretion suspend any or all activities under the contract or purchase order, at any time, when in the best interests of the State to do so. The Department shall provide the Contracting Party written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contracting Party shall comply with the

notice for a period up to thirty (30) days after the notice is delivered to the Contracting Party, and for any further period to which the Parties may agree. Within thirty (30) days, or any longer period agreed to by the Contracting Party, the Department shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Contracting Party to any additional compensation.

37. Taxes

The Department does not pay Federal excise or sales taxes on direct purchases of personal property. The Department will not pay for any personal property taxes levied on the Contracting Party or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Department in the special contract conditions section or in the contract.

38. Termination for Cause

The Department may terminate the contract if the Contracting Party fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. The Contracting Party shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contracting party shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Contracting Party. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contracting Party and the subcontractor, and without the fault or negligence of either, the Contracting Party shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contracting Party to meet the required delivery schedule. If, after termination, it is determined that the Contracting Party was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the contract.

39. Termination for Convenience

This contract may be canceled in whole or in part by the Department when the Department determines in its sole discretion that it is in the Department's interest to do so upon giving 30 days written notice by Certified Mail, Return Receipt Requested, or by private carrier express mail service. The Contracting Party shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract if any. The Contracting Party shall not be entitled to recover any cancellation charges or lost profits. The Contracting Party will be paid (i) payment of the contract price for all goods and/or services delivered or performed prior to the effective date of termination if accepted by the Department (acceptance means the Department receives a commensurate benefit from the deliverable); and (ii) payment on a percent-complete basis for all work-in-progress Deliverables not to exceed each Deliverable's amount.

40. Travel

All bills for any travel expenses that are authorized by Section 112.061, Florida Statues, shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses.

41. Waiver

No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this contract, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach of default, or any similar breach or default thereafter occurring; nor shall any waiver of single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

42. Warranty of Ability to Perform

The Contracting Party warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contracting Party's ability to satisfy its contract obligations. The Contracting Party warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contracting Party shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the contract.

This section intentionally left blank

43. Warranty of Authority

Each person signing the contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

IN WITNESS WHEREOF, the FDLE and Contractor have caused this Contract to be executed by their respective undersigned official(s) authorized to do so, effective on the date of final execution.

Contractor	Florida Department of Law Enforcement
Rick Johnson	
Signature	*Signature*
Rick Johnson	
Print Name	*Print Name*
Vice President	
Title	*Title*
05/30/2024	
Date	*Date*

RESPONDING VENDOR:

Price Sheet Information: There are two (2) total spreadsheets within this workbook; one (1) Price Sheet for the tenprint product group and one (1) for additional offerings. All Applicable Price Sheets must be completed for Reply to be considered Responsive.

TenPrint Capture Devices in accordance with Section Eight (Technical Specifications).

Notes: Respondents for this product group must populate all cells. Cells must maintain their pre- set formats and data must be in the format provided. Make sure your populated cells and cells containing formulas do not show or cause error codes. Insert additional lines as needed.

TenPrint Capture Devices should include all items needed to create a "turn-key" solution. This will include hardware, software, peripherals, installation, training, and a three (3) year maintenance for a fixed price. If you are proposing a different model of a particular hardware be sure to indicate on separate line item. Descriptions should include the scanner brand and model being proposed. (Note: Optional Maintenance pricing included in Additional Offerings)

Line #	Item or Model Number	Description (Note: This section must include all items to create a "turn-key" solution. This includes all hardware, software, and peripherals.	Unit of Measure	Manufacturer's Suggested Retail Price (MSRP)	Less Percentage (%) Discount Bid	Actual Contract Purchase Price (Note: This should include three years of maintenance)	Renewal Year 1 Actual Contract Purchase Price (Note: This should include three years of maintenance)	Renewal Year 2 Actual Contract Purchase Price (Note: This should include three years of maintenance)	Renewal Year 3 Actual Contract Purchase Price (Note: This should include three years of maintenance)

RESPONDING VENDOR:

Price Sheet Information: There are two (2) total spreadsheets within this workbook; one (1) Price Sheet for the tenprint product group and one (1) for additional offerings. All Applicable Price Sheets must be completed for Reply to be considered Responsive.

Additional Offerings

Notes: Respondents for this product group must populate all cells. Cells must maintain their pre- set formats and data must be in the format provided. Make sure your populated cells and cells containing formulas do not show or cause error codes. Insert additional lines as needed.

Extended Maintenance Costs following the initial three years of provided maintenance

Optional Maintenance Costs

Line Number	Item or Model Number	Description (Note: This section should include all equipment, accessories, parts, and supplies for this product group.)	Renewal Year 1 Extended Maintenance Cost Plan for Year 4	Renewal Year 2 Extended Maintenance Cost Plan for Year 5	Renewal Year 3 Extended Maintenance Cost Plan for Year 6

Periphals

Line Number	Item or Model Number	Description (Note: This section should include all equipment, accessories, parts, and supplies for this product group.)	Unit of Measure	Manufacturer's Suggested Retail Price (MSRP)	Less Percentage (%) Discount Bid	Actual Contract Purchase Price (Note: This should include three years of maintenance (*if applicable))	Extended Maintenance Cost Plan for Year 4	Extended Maintenance Cost Plan for Year 5	Extended Maintenance Cost Plan for Year 6

Additional Offerings

Notes: Respondents for this product group must populate all cells. Cells must maintain their pre- set formats and data must be in the format provided. Make sure your populated cells and cells containing formulas do not show or cause error codes. Insert additional lines as needed.

Additional Software Options									

Additional Training costs									

Additional Installation costs									

Additional Offerings

Notes: Respondents for this product group must populate all cells. Cells must maintain their pre- set formats and data must be in the format provided. Make sure your populated cells and cells containing formulas do not show or cause error codes. Insert additional lines as needed.

Additional Customization Costs

PROVISION FOR FUTURE WORKFLOWS AND TEMPLATES
This should cover technological capabilities, process adaptations, cost considerations, and any other relevant factors.

Additional Value Added Costs

Services other than those specifically outlined in this solicitation that the Respondent believes offers Value-Added Services to the Department
This should cover technological capabilities, process adaptations, cost considerations, and any other relevant factors.

FLORIDA DEPARTMENT OF LAW ENFORCEMENT
INVITATION TO NEGOTIATE
Acknowledgment Form

Agency Release Date:
Monday, March 4, 2024

SUBMIT REPLY TO: Department of Law Enforcement
Office of General Services
2331 Phillips Road
Tallahassee, Florida 32308
Telephone Number: 850-410-7300

LiveScan Equipment and Software

Solicitation Number: FDLE-ITN-2420

Replies are Due: Monday, April 15, 2024 @ 3:00 PM ET

Replies shall be binding until execution of a Contract with the successful Respondent.

Respondent Name: DataWorks Plus, LLC

If a Fictitious Name is used include the registered name (i.e. XYZ, Inc. D/B/A ABC)

Rick Johnson
*Authorized Signature (Manual)

Respondent's Mailing Address:
728 N. Pleasantburg Drive, Greenville, SC 29607

Rick Johnson / Vice President
*Authorized Signature (Typed), Title

City, State, Zip:

Phone Number: 864-672-2780

Toll-Free Number: 866-632-2780

Fax Number: 864-672-2787

Email Address: rjohnson@dataworksplus.com

FEID Number: 57-1104887

***This individual must have the authority to bind the Respondent.**

By signature on the Reply, Respondent certifies that it complies with the Terms & Conditions of the ITN.

Type of Business Entity (Corporation, LLC, partnership, etc.): LLC

RESPONDENT CONTACTS: Provide the name, title, address, telephone number, and email address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.

PRIMARY CONTACT:	**SECONDARY CONTACT:**
Contact Name, Title: Rick Johnson / Vice President	Contact Name, Title: Lisa Cole / Dir. of Business
Address: 728 N. Pleasantburg Drive, Greenville, SC 29607	Address:
Phone Number: 864-672-2780	Phone Number: 864-672-6725
Fax Number:	Fax Number:
Email Address: rjohnson@dataworksplus.com	Email Address: lcole@dataworksplus.com

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SECTION 1 INTRODUCTION

1.1 INVITATION

The Florida Department of Law Enforcement (FDLE) is requesting replies from qualified, interested Respondents with proven experience in providing LiveScan Equipment and Software which will increase the timeliness of information by providing an automated process for queries and consolidation of results. THE FDLE intends to establish an agreement for use by the FDLE and all Other Eligible Users (OEUs) described herein.

1.2 QUESTIONS TO BE EXPLORED

How do the offered products meet the technical specifications outlined in the ITN?

a. What is the pricing structure and are there discounts for bulk purchases for the equipment and software?
b. How does the Respondent ensure the security and privacy of biometric data?
c. Does the Respondent offer updates or upgrades to keep the system current?
d. What warranties are offered for the equipment?

1.3 GOALS OF THIS ITN

The goals of this ITN are to establish a Contract that accomplishes the following:

a. Provide a detailed description of the required LiveScan equipment.
b. Achieve the best value for the state by comparing different proposals not just on cost but also on quality and service.
c. Obtain high-quality, reliable LiveScan equipment and software that meet all necessary standards and regulations.
d. Make it straightforward for the Department and Other Eligible Users to purchase from the awarded contract(s).
e. Ensure long-term reliability and support from the Respondent(s), including training, maintenance, and upgrades.
f. Ensure that the ITN process is transparent and fair, giving all qualified Respondents an equal opportunity to submit replies.

The State of Florida Department of Law Enforcement intends to award a contract(s) to a responsible and responsive Respondent(s) whose response is determined in writing to be the most advantageous to, and provides the best value for the State.

1.4 BACKGROUND

Florida Statute 943.051 designates the Florida Department of Law Enforcement (FDLE) as the state's central criminal justice information repository responsible for collecting, storing, maintaining, and retaining criminal history records. The Biometric Identification Solution (BIS) system acts as a National Fingerprint File (NFF) repository and fingerprint searching and identification system for the state, to include fingerprints, palm prints, and facial images collected during arrest booking events. BIS is used to identify persons booked in jail, for Rapid ID checks (roadside instant checks to verify identity), and for persons undergoing fingerprint-based criminal history record checks for civilians working with vulnerable populations, obtaining a professional license, and for the issuance of concealed weapons permits. BIS is also used by latent examiners across the state to process fingerprint and palm print images obtained from crime scenes. BIS also submits biometric data to the Federal Bureau of Investigation (FBI) for use in nationwide criminal history record checks. BIS is the means that associated arrest information, such as demographics and charging information, is received and passed on to the Computerized Criminal History (CCH) system to update individual criminal history records.

The seamless operation of BIS, and by extension FDLE's mandate, heavily relies on the functionality and reliability of LiveScan devices deployed across the state. These devices are crucial for the digital capture and submission of biometric data directly to BIS, facilitating timely and accurate processing of fingerprints for criminal identification and background checks. Currently, Florida faces a pressing challenge as numerous LiveScan devices across various agencies and facilities have reached end-of-life and end-of-support, and can no longer receive enhancements or other support services. Without timely replacement of these devices, the state risks reverting to manual processes for capturing and mailing hard-cards or ink prints. Such a regression would not only introduce significant delays in the processing of biometric data but also heighten the risk of inaccuracies and missing information. The manual capture process lacks the direct, digital submission capability of LiveScan devices, crucial for maintaining high standards of accuracy and efficiency in criminal history recordkeeping.

Moreover, without the digital capabilities of LiveScan devices, there would be substantial challenges in capturing and submitting facial images, further affecting the completeness and reliability of criminal records. The potential degradation in the quality and timeliness of arrest and criminal history records could have profound implications, affecting public safety, hindering law enforcement efforts, and reducing the availability and reliability of data shared with state and federal entities.

Recognizing the pivotal role of LiveScan technology in supporting Florida's criminal justice information system, this ITN seeks to proactively upgrade our LiveScan capabilities. Ensuring the procurement of the latest technology is imperative not only for maintaining operational efficiency but also for enhancing the state's ability to effectively serve and protect its citizens through accurate and timely criminal justice information management.

1.5 CONTRACT TERM

The contract resulting from this solicitation is expected to begin upon execution and remain in effect for a period of three (3) years. The selected Respondent(s) will be expected to assume the responsibilities outlined herein upon contract execution.

The State reserves the right, at its sole discretion, to renew the Contract resulting from this solicitation for any or all of the three additional one-year terms beyond the initial term, by exercising up to three one-year renewal options. Renewal of the Contract shall be in writing and shall be subject to the terms and conditions set forth in the existing Contract. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

1.6 DEFINITIONS

Authorized Dealer: A second party reseller authorized by the Vendor to provide the commodities and services as advertised in this solicitation.

Authorized Representative: An individual authorized by the Vendor who has the authority to legally bind the Vendor in a contractual obligation.

Best Value: The highest overall value to the State based on factors that include, but are not limited to: price; quality; design; and workmanship.

Business Day: Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 6:00 p.m. Eastern Time.

CJIS: Criminal Justice Information Services.

Confidential Information: Information which is protected from disclosure as a public record by law including information which is named as “confidential” or “confidential and exempt”.

Contract: A written agreement between the Agency and the Contractor, including all documents, exhibits and attachments specifying commodities or services to be performed or provided by the Contractor, billing rates for these services and the manner in which the Contractor shall be compensated for these services, executed by both the Contractor and the Department.

Contract Manager: The person designated by the Department who is charged with monitoring a contract through the term of the agreement and who is specifically responsible for enforcing performance of the contract terms and conditions, and maintaining all financial information (i.e., payment history, payment method, payment tracking, etc.). The Contract Manager serves as the liaison between the Department and the Contractor regarding performance issues contained in the contract.

Contractor: The person or entity that enters into a contract to sell commodities or contractual services to the Department.

COTS: Commercial Off the Shelf products.

Customer: Any OEUs as defined in 60A-1.005, Florida Administrative Code (F.A.C.) to purchase from any contract resulting from this solicitation.

Day: A calendar day.

Department (or Agency): The Florida Department of Law Enforcement, The State, a State of Florida governmental department, division, county, bureau, commission, district, municipality or other eligible entity.

F.A.C: Florida Administrative Code.

FDLE: The State of Florida, Department of Law Enforcement.

F.S.: Florida Statute.

Functional Requirements: Business requirements pertaining to end users.

ITN: Invitation to Negotiate.

Offer: A response to a solicitation that, if accepted, would bind the offeror to honor what was submitted.

Other Eligible User (OEUs): OEUs are entities such as Florida counties, municipalities, and other local governments or divisions of the State of Florida who are eligible to purchase items utilizing this Contract.

Non-Functional Requirements: Requirements pertaining to information technology professionals and the operation of the system (e.g. project plan, network, database, reports, etc.).

Reply(ies): All materials submitted by a Respondent in response to this ITN.

Respondent: The person, entity or Respondent submitting a Reply in response to an ITN.

Revised Reply(ies): The Respondent's revised submission of the ITN or portions thereof.

Scope Change: A change to the original boundaries of the project, as defined by this solicitation, which affects the budget, schedule, and/or contract requirements.

SOW: Statement/Scope of Work.

State: The State of Florida.

Subcontractor: A person or entity contracting to perform any of the services listed in this solicitation for compensation paid by the contractor. Subcontractors are contingent on Agency approval.

Value Added Services: Additional services provided to the Department that include new and innovative technologies relating to the telecommunication services sought under this solicitation at no additional cost to the Department.

Vendor: Any firm, entity or person who submits a reply to the Department in response to this solicitation.

Vendor Information Portal (VIP): The State MyFloridaMarketPlace e-Procurement system which allows all State of Florida Agencies to advertise solicitations and exceptional purchases. It also permits registered Vendors to receive automatic email notifications of solicitation advertisements, public meetings, addenda to solicitation, and exceptional purchases.

The MyFloridaMarketPlace Vendor Information Portal may be accessed at:
Vendor Information Portal

1.7 PROCUREMENT OFFICER

Angela Githens
Office of General Services
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308
Email: FDLEOGSContract@fdle.state.fl.us
Phone: (850) 410-7300

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SECTION 2 SCHEDULE OF EVENTS

Below is the timeline that represents the Department's best estimate of the schedule that will be followed. If deviations from this schedule occur, the Department will publish an ITN addendum on the Vendor Information Portal (VIP). No liability to the Department will result from such deviations. All required Respondent actions must be completed by the date and time in the schedule. All listed times are **Eastern Time (ET)** in Tallahassee, Florida.

EVENT	DUE DATE	LOCATION
ITN Advertised/Released	03/04/2024	**Posted to the Vendor Information Portal (VIP)** Vendor Information Portal
Non-Mandatory Pre-Reply Conference	03/13/2024 @ 2:00 p.m.	**Via Conference Call** **Conference Call Number:** **(872) 240-3311** **Participation Code:** **139-805-813**
Questions Submitted in Writing To include any questions received during the Pre-Reply Conference	**Must be received PRIOR TO:** 03/25/2024 @ 4:00 p.m.	**Submission deadline for Respondent Written Questions** FDLE Procurement Officer via email: FDLEOGSContracts@fdle.state.fl.us
Answers to Questions (Anticipated Date)	04/01/2024	**Posted to the Vendor Information Portal (VIP)** Vendor Information Portal
Technical Replies Due	**Must be received PRIOR TO:** 04/15/2024 **@ 2:30 p.m.**	**Submit To:** FDLE Off-Site Mail Facility **c/o Florida Department of Law Enforcement** **Headquarters, Office of General Services** **Attention: Angela Githens** 813B Lake Bradford Road Tallahassee, FL 32304 **angelagithens@fdle.state.fl.us**
Technical Reply Opening	04/15/2024 @ 3:00 p.m.	**Via Conference Call** **Conference Call Number:** **(571) 317-3112** **Participation Code:** **891-659-173**
Anticipated Evaluations Phase (Anticipated Dates)	04/17/2024- 04/26/2024	Evaluation Team Members to begin evaluations individually.

Beginning of Negotiations and Respondent Demonstrations (Anticipated Date)	05/06/2024	Negotiations are not public meetings; however, they are recorded. The Procurement Officer will provide the location, Conference Call and/or GoToMeeting information to Respondents selected for negotiations.
Negotiation Team Public Meeting (Anticipated Date)	05/13/2024 @ 10:00 a.m.	**Via Conference Call** **Conference Call Number:** **(408) 650-3123** **Participation Code:** **826-478-061**
Posting of Intent to Award (Anticipated Date)	05/13/2024	**Posted to the Vendor Information Portal (VIP)** Vendor Information Portal

The Department shall utilize the State of Florida, MyFloridaMarketPlace Vendor Information Portal, and the Florida Administrator Register for all Invitation to Negotiate Public Notice information in accordance with Florida Statute Chapter 120.525 and Florida Administrative Code 28-102.001, respectively.

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SECTION 3 ITN PROCESS

3.1 SOLICITATION PHASE

This Invitation to Negotiate (ITN) is hereby advertised on the State of Florida MyFloridaMarketPlace Vendor Information Portal. To find the ITN or other related information, click on "Search Advertisements" at the bottom of the web page and select "Department of Law Enforcement" from the drop down then click on Search. If unable to download the document(s), contact the FDLE Procurement Officer.

3.1.1 Non-Mandatory Pre-Reply Conference

In lieu of conducting public openings, the public will be permitted to join the openings via teleconference. The teleconference information has been provided in the **Schedule of Events, Section 2.0,** above. In addition, the Non-Mandatory Pre-Reply will be audio recorded to meet the public records requirements of Chapter 119, Florida Statutes and made available upon receipt of any public records request.

Respondents may ask questions and seek clarification during the Pre-Reply conference and submit written questions by the time set forth in the Schedule of Events. The Department may answer any questions at the Pre-Reply conference or defer them to a later date as identified in the Schedule of Events. Only the Department's written answers posted on VIP in response to the Respondents questions are binding.

3.1.2 Respondent Questions

Questions relevant to this ITN are invited and should be submitted in written form (e-mailed) utilizing the **Question Submittal Form (Attachment A)** to the Procurement Officer. Questions must be received by the FDLE Procurement Officer on or before the date and time identified in the Schedule of Events (**Section 2.0**). The Department recommends that Respondents confirm receipt of questions submitted.

Responses to all questions will be posted on the VIP in accordance with the Schedule of Events. The written response posted on the VIP is the ONLY official response. Oral responses that differ from the written responses must be considered invalid. **It is the responsibility of the Respondent to monitor the VIP, as no additional notification will be provided when responses to questions are posted.**

3.1.3 Errors in ITN

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in this ITN, the Respondent shall immediately notify The Department in writing of the error. The Department will address and resolve major problems by way of an addendum. Minor problems will be addressed as a Question and Response, if applicable, or as an addendum, posted on the VIP.

If the ITN contains an error known to the Respondent or an error that reasonably should have been known, any response made without bringing the error to The Department's attention will be at the Respondent's own risk. If the Respondent fails to notify The Department of the error prior to submitting its Reply and is awarded a Contract, the Respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.1.4 Addenda

The Department reserves the right to amend this ITN. Addenda or clarifications to this ITN will be posted on the VIP along with an Addenda Acknowledgement Form. The Addenda Acknowledgement Form that is issued with each posting shall be signed by an individual authorized to bind the Respondent, dated, and submitted with the Reply. **It is the Respondent's responsibility to monitor the VIP for any solicitation notifications.**

3.1.5 Restriction on Communications

Respondents responding to this solicitation or persons acting on their behalf, may not have contact with the Department, between the release of this solicitation and the end of the seventy-two (72) hour period following the Department's posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer named above. Violation of this provision may be grounds for rejecting a Reply.

3.1.6 PUR 1001 – General Instructions to Respondents

The State of Florida General Instructions to Proposers (PUR 1001) are hereby referenced and incorporated in their entirety into this ITN. Potential Respondents to the solicitation are encouraged to carefully review all materials contained herein and prepare responses accordingly. There is no need to return this document (PUR 1001) back to the Department. Instructions contained within this FDLE ITN supersede any General Instructions to Respondents otherwise duplicated herein.

State Purchasing (PUR) Forms / State Agency Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com)

3.1.7 MyFloridaMarketPlace Registration

Each Respondent desiring to sell commodities or contractual services as defined in Section 287.012, F.S. to the State of Florida through the online procurement system, shall register in the MFMP system unless exempted under subsection 60A-1.033(3), F.A.C. Prior to entering into a Contract with The Department; the selected Respondent must be registered with the MyFloridaMarket Place Vendor Information Portal. Information about the registration process is available, and registration may be completed, at the Vendor Information Portal website. Interested persons lacking internet access may request assistance from the MFMP Customer Service at (866) FLA-EPRO {(866) 352-3776)}. A Respondent not currently registered in the MFMP system and is noticed as the intended awardee shall register within three (3) days after posting the intent to award.

Respondents should register for the following United Nations Standard Products and Services (UNSPSC) Class/Group Commodity Codes pertaining to this procurement:

- 46151715 Fingerprint Equipment
- 46151600 Security and Control Equipment
- 45121700 Photographic processing equipment

3.1.8 Florida Substitute Form W-9 Process

The State of Florida, Department of Financial Services (DFS) requires all Respondents that conduct business with the state, submit an electronic Substitute Form W-9. Responding Respondents shall utilize the DFS Substitute Form W-9 Verification website to submit their Substitute Form W-9 electronically at https://flvendor.myfloridacfo.com. DFS must have the correct Taxpayer Identification Number (TIN) and other related information in order for a Respondent to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com for additional assistance if required.

3.1.9 Respondent Diversity

The State of Florida is committed to supporting its diverse business industry and population by providing opportunity for minority, women, and veteran business enterprises in all its solicitations. Respondents are encouraged to contact the Department of Management Services (DMS), Office of Supplier Diversity (OSD) at (850) 487-0915 / osdhelp@dms.myflorida.com for information on becoming a Certified Business Enterprise (CBE) or for a listing of existing businesses that may be available for subcontracting or supplier opportunities. A directory of Florida CBE's is also available at Office of Supplier Diversity (OSD) / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com).

3.1.10 Suspended Vendor List

Pursuant to Section 287.1351, F.S., a vendor that is in default on any contract with an agency or has otherwise repeatedly demonstrated a recent inability to fulfill the terms and conditions of previous state contracts or to adequately perform its duties under those contracts may not submit a bid, proposal, or reply to an agency or enter into or renew a contract to provide any goods or services to an agency after its placement, pursuant to this section, on the suspended vendor list.

An agency may not accept a bid, proposal, or reply from, or enter into or renew any contract with, a vendor on the suspended vendor list until such vendor has been removed from the suspended vendor list and returned to the vendor list maintained by the department pursuant to Section 287.042(1)(a) and (b), F.S. and the vendor has reimbursed the agency for any re-procurement costs.

3.1.11 Federal Excluded Parties List

A Respondent or subcontractor(s) that, at the time of bidding or submitting a Reply for a new contract or renewal of an existing contract is on the Federal Excluded Parties List, is ineligible for, and may not bid on, submit a Reply for, or enter into or renew a contract with an agency for goods or services, if any federal funds are being utilized.

3.1.12 Subcontractors

The awarded Respondent will be allowed to subcontract for any of the services to be provided through the resulting Contract; however, each Respondent must obtain The Department's prior written approval. The awarded Respondent will be the prime service provider and shall be responsible for all work performed and all Contract deliverables. Therefore, the proposed use of subcontracts should be included in the Respondent's Reply on **Attachment B: List of Subcontractors**. Requests for use of subcontractors received subsequent to the ITN process are subject to review and approval by The Department.

The Department supports diversity in its procurement program and requests that any or all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Respondents may contact the DMS, Office of Supplier Diversity for additional information.

3.1.13 Scrutinized Company List

Pursuant to Section 287.135 F.S., at the time a Respondent submits a Response or before entering into a contract where the value exceeds $1 million, the Respondent or Contractor must certify that the company is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria.

Pursuant to subsection 287.135F.S., The Department may terminate any contract for cause if the Contractor is found to have submitted a false certification under subsection 287.135(5) F.S., or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; is placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria during the term of the Contract.

Respondents must include the **Attachment C: Scrutinized Companies Certification** to evidence this certification with their Reply.

3.1.14 Conflict of Interest / Statement of No Involvement

Respondents, Contractors, subcontractors and individuals that have assisted in the preparation of the ITN or with project management oversight are precluded from bidding or preparing a Reply for this solicitation.

The Respondent and/or Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Respondent and/or Contractor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department or the State of Florida.

The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Contract. All Respondents submitting a Reply to this ITN, their subcontractors, and each party identified in a joint-venture Reply, should complete and execute **Attachment D: Conflict of Interest / Statement of No Involvement**, and return with their Reply submittal.

3.1.15 Principal Place of Business

Pursuant to Section 287.084, F.S., Respondents who are located outside the State of Florida, must provide an opinion of an attorney licensed to practice law in that state, as to the preference, if any, granted by the law of the state in the letting of any or all public contracts. Each Respondent is required to fill out and sign the attached **Attachment E: In-State Preference Form**.

3.1.16 No Offshoring Affidavit

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the Services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States. State of Florida Data includes the representation of information, knowledge, facts, concepts, computer software, computer programs or instructions, that are exempt, confidential, or Protected Health Information that are protected under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. §§ 160 or 164, the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), or the regulations promulgated thereunder; or section 110.123(9), Florida Statutes. Data may be in any form, including but not limited to, storage media, computer memory, in transit, presented on a display device, or in physical media such as paper, film, microfilm, or microfiche. Data includes the original form of the Data and all metadata associated with the Data.

Each Respondent is required to fill out and sign the attached **Attachment F: Affidavit of No Offshoring**. By affixing of signature to the Affidavit, the Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Department.

3.1.17 Definition of Requirements

Within this ITN, the use of "shall" or "must" indicates a mandatory requirement or mandatory action. The Department may consider failure to meet a mandatory requirement to be a material deficiency, in which case the Department may reject the Reply and not consider it further, or the Department may have the option to score that requirement with a zero (0).

The use of terms such as "should," "may," "would like," "desires," "prefers," or "is interested in," indicates a desired requirement. The Department will not reject a Reply just because it fails to meet a desired requirement, though such failure may result in lower score(s) for scored criteria relating to that requirement.

3.1.18 Execution of Reply

The Respondent's Reply shall contain a signed and completed **FDLE Acknowledgement Form**. Each original Reply must contain the original signature of an authorized representative who can legally bind the Respondent in a contractual obligation. Each Reply should be typed.

Each Reply should provide a cover letter that identifies the submission as:

LiveScan Equipment and Software

This cover letter should identify the Respondent, its address, telephone number, fax number, email address, and the name and title of the authorized representative submitting the Reply.

Two (2) or more firms may submit a joint Reply in response to this ITN. If a joint Reply is submitted, the Reply shall fully define the responsibilities that each firm is proposing to undertake. One of the firms submitting a joint Reply shall be designated as the primary firm and complete the **FDLE Acknowledgement Form**. All firms and their authorized

representatives shall be identified in the cover letter, and authorized representatives of all firms shall sign the cover letter. Any Contract resulting from the joint Reply shall be signed by principals or officers of each firm. The Department shall hold all firms jointly and severally responsible for carrying out all activities of the procurement process and the Contract.

3.1.19 Reply Submission Format

The instructions for this solicitation have been designed to help insure that all Replies are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. Any and all information submitted in variance with these instructions is subject to not being reviewed or evaluated.

Replies will be divided into three (3) Volumes for the Florida Department of Law Enforcement consideration:

- **VOLUME ONE: Technical Replies**
- **VOLUME TWO: Administrative Qualification Documents**
- **VOLUME THREE: Sealed Price Reply Submission**

The Responding Respondent's VOLUME ONE: Technical Reply, Technical Reply copies, VOLUME TWO: Administrative Qualification Documents, and VOLUME THREE: Sealed Price Reply Submission shall be packaged and sealed separately. Each package should be addressed to the Procurement Officer and display the following information: Responding Respondent Name; Solicitation Number; Solicitation Title; Reply Due Date; and designation as VOLUME ONE: Technical Reply, VOLUME TWO: Administrative Qualifications Documents, and VOLUME THREE: Sealed Price Reply Submission as indicated in this section:

Attention: **Angela Githens**
FDLE Off-Site Mail Facility
c/o Florida Department of Law Enforcement, Office of General Services
813B Lake Bradford Road
Tallahassee, FL 32304

Responding Respondent Name
Solicitation Number: FDLE ITN 2420
Title: LiveScan Equipment and Software
Reply Opening: 04/15/2024 @ 3:00 PM ET

VOLUME ONE: TECHNICAL REPLY
VOLUME TWO: ADMINISTRATIVE QUALIFICATION DOCUMENTS
VOLUME THREE: SEALED PRICE REPLY SUBMISSION

Replies must be submitted by U.S. Mail, United Parcel Service (UPS), Federal Express (FedEx), private courier, or hand delivery. Electronic submission or facsimile transmission of Replies are **NOT** authorized and will **NOT** be accepted. Respondents are cautioned that shipped Replies will be routed to the Department's Off-Site Mail Facility which may cause delays in delivery and receipt by the Office of General Services. Respondents choosing to mail Replies must take this into consideration and allow sufficient time to ensure timely delivery and

receipt.
A Respondent choosing to hand deliver a sealed Reply must take into consideration that the FDLE Headquarters Building is a secure facility. "Hand deliver" means delivery at the correct location on or before the required date and time. The FDLE Headquarters location is:

Attention: **Angela Githens**
Florida Department of Law Enforcement
Office of General Services
2331 Phillips Road
Tallahassee, Florida 32308

Replies should be formatted as follows:

VOLUME ONE: TECHNICAL REPLY SUBMISSION

Respondents should submit their Technical Reply to include:

a. One (1) original paper/hard bound response.

b. Five (5) electronic responses submitted via CD, DVD-ROM or USB drive. Electronic files should be logically named and easily mapped to the hard-bound submittal.

c. 8.5" x 11" paper. If the Technical Reply is submitted in a binder, the binder should be clearly labeled on the front cover and spine. All pages should be consecutively numbered.

d. One (1) REDACTED paper/hard bound response with accompanying CD, DVD-ROM or USB Drive as described in **Section 3.1.19**.

e. The individual section tabs as outlined below:

TECHNICAL REPLY SUBMISSION LAYOUT	
Tab 1	**REPLY COVER LETTER** Identify Respondent principal respondent information. **LIST OF SUBCONTRACTORS** (**Attachment B**) Include a summary of product or services to be provided for each subcontractor identified (if applicable).
Tab 2	**CORPORATE CAPABILITIES** **1. Background:** Include details of the firm's size and resources. This background information should include date established, firm size, resources, ownership, total number of employees and total number of personnel engaged in activities relevant to this ITN. **2. Relevant Experience:** Respondent is to describe prior experience with project(s) involving the hosting and operation of similar instrumentation and solution that meets all functional, technical, and security requirements specified in this ITN. Respondent shall include at least

	three (3), but no more than five (5) projects and limit descriptions to no more than three (3) pages per project. Projects should have been worked in the last five (5) years. **3. Qualifications of Key Personnel:** The Respondent should provide the names of key personnel on the Proposer's team, as well as a resume for each individual and description of the functions and responsibilities of each key person relative to the task to be performed, and the approximate percent of time to be devoted exclusively for this project prior to and at the completion of implementation. **4. References:** Respondent must provide three (3) references for the projects identified in response to Relevant Experience (above). References must be listed on **Attachment G: Respondent Reference Form** and included in this section.
Tab 3	**PROPOSED SOLUTION—FUNCTIONAL REQUIREMENTS** The Respondent must provide a Scope of Work (Technical Reply) according to the criteria and instructions provided in **Attachment H: Technical Reply Instructions and Evaluation Criteria**. Respondents shall not submit more than one Technical Reply. Note: Use a font color or underline for a narrative that is different than the ITN Functional Requirements.
Tab 4	**PROVISION FOR FUTURE WORKFLOWS AND TEMPLATES** The Respondent must include in their response a detailed strategy for accommodating future workflows and templates. This should cover technological capabilities, process adaptations, cost considerations, and any other relevant factors that demonstrate the Respondent's ability to meet this requirement.
Tab 5	**VALUE-ADDED SERVICES** The Respondent may offer services other than those specifically outlined in this solicitation that it believes offers Value-Added Services to the Department. Although the Department has listed mandatory requirements and provided **Attachment H: Technical Reply Instructions and Evaluation Criteria**, those are not intended to limit the Respondent's innovations or creativity in preparing a Reply to accomplish these goals. Innovative ideas, new concepts, and partnership arrangements other than those presented in this ITN will be considered. For example, these might include unique business features, special services, offer costs or shared savings, discounts, or terms and conditions specific to each Respondent. Information provided in this section will not be scored by the Evaluation Team, but is reserved for further discussion and finalization during the Negotiation Phase.

Failure of the Respondent to provide any information required in the Technical Reply portion of their Response may result in a score of zero for that element of the evaluation.

VOLUME TWO: ADMINISTRATIVE QUALIFICATION DOCUMENTS SUBMISSION

Respondents should provide their Administrative Qualifications Documents as follows:

a. One (1) original paper/hard bound response.

b. One (1) electronic response submitted via CD, DVD-ROM or USB drive. Electronic files should be logically named and easily mapped to the hard-bound submittal.

c. Utilize individual section tabs as outlined in this section:

ADMINISTRATIVE REPLY SUBMISSION LAYOUT	
Tab 1	**Mandatory Responsive Requirements** **Complete and submit the required Forms below:** 1. FDLE Acknowledgement Form 2. Scrutinized Companies Certification (**Attachment C**) 3. Conflict of Interest / Statement of No Involvement Certification (**Attachment D**) 4. In State Preference Form **(Attachment E)** 5. Affidavit of No Offshoring **(Attachment F)** 6. Pass – Fail Requirements Form signed by the same person who signed the above-mentioned cover letter in Volume 1 (**Attachment I**)
Tab 2	**DEPARTMENT OF STATE REGISTRATION** Submit a copy of registration with the Department of State which authorizes the Respondent to conduct business in the State of Florida (as applicable). **CERTIFICATIONS AND OTHER REQUIRED DOCUMENTATION** In the event that the evaluation results in identical evaluations of replies, the Department will select a Respondent based on the criteria identified in section 287 F.S. If the following documents do not apply to your company, the Respondent may leave blank. Otherwise, provide the following documentation: 1. Certification of Minority Business 2. Certification of a Drug-Free Workplace (**Attachment J**) **Evidence of MYFLORIDAMARKETPLACE registration and completion of an electronic Substitute Form W-9.**
Tab 3	**LITIGATION** Respondents are required to list and summarize any pending or threatened litigation; administrative or regulatory proceedings; or similar matters that could materially affect the Respondent or that could materially affect the Respondent's ability to service THE DEPARTMENT. In addition, the Respondent must describe any administrative or civil litigation involving the Respondent and any State or Federal entity in the last three (3) years.

Tab 4	**LICENSE AGREEMENTS** Include any licensing and software agreement terms and conditions that may be presented through the term of the Contract. The inclusion of such terms by the Respondent is subject to review and approval of the Department. If there is a conflict between the Respondent generated licensing and/or software agreement terms and FDLE Terms and Conditions noted herein, FDLE Terms and Conditions incorporated into this solicitation will prevail.

VOLUME THREE: SEALED PRICE REPLY SUBMISSION

Respondents should provide their sealed price reply submission as follows:

a. One (1) original paper/hard bound response

b. One (1) electronic response submitted in CD, DVD-ROM or USB drive. Electronic files should be logically named and easily mapped to the hard-bound submittal.

c. The price provided for system implementation, annual licensing/subscription and support, shall include the cost of all things necessary to accomplish the requirements outlined in **Attachment H: Technical Reply Instructions and Evaluation Criteria**, and the Respondent's response hereto, including, but not limited to, the Respondent furnishing the proposed solution; MyFloridaMarketPlace transaction fees; miscellaneous expenses; and the application of all multiples (i.e. overhead, fringe benefits, etc.), travel and incidental expenses. Failure by the Respondent to provide a price on **Attachment K: Price Reply Sheet** may result in the Reply being deemed non-responsive and therefore, the Reply may be rejected. Footnotes, notations, and exceptions made to **Attachment K** may not be considered.

3.1.20 Reply Opening

In lieu of conducting public openings, the public will be permitted to join the openings via teleconference. The teleconference information has been provided in the **Schedule of Events, Section 2.0,** above. In addition, the reply opening will be audio recorded to meet the public records requirements of Chapter 119, Florida Statutes and made available upon receipt of any public records request.

3.1.21 Cost of Preparing a Respondent Reply

The Department is not liable for any costs incurred by a Respondent in responding to this ITN including but not limited to: site visits, presentations, conferences, copying, travel, etc. All costs associated with a Reply to this ITN will be the responsibility of the Respondent.

3.1.22 Reply as Part of the Contract

This ITN and the successful Respondent's Reply and Respondent's Best and Final Offer received (if applicable) will be incorporated into the Contract.

3.1.23 Respondent's Duties to Assert Exemption from Disclosure as a Public Record

Any Reply content submitted to the Department which is asserted to be exempted by law from disclosure as a public record shall be clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption specifically identified in

writing on each and every such page. Failure to segregate and so clearly identify any such content shall constitute a waiver of any claimed exemption as applied to the portion of the Reply or other document in which the content is set forth.

An entire page or paragraph in which such information appears should not be marked "EXEMPT", "confidential" or "trade secret" unless the entire page or paragraph consists of such confidential information. Only the confidential portions(s) should be identified and marked. Respondents are to indicate where confidential information begins and ends.

Any claim of exemption from public disclosure is waived upon submission, unless addressed as set forth above. The Department will attempt to afford protection from disclosure of any trade secret as defined in Section 812.081(1)(f), F.S., or Section 688.002, F.S., where identified as such in the Reply, to the extent permitted under Section 815.045, F.S., and Chapter 119, F.S. Each Responding Respondent acknowledges that the protection afforded by Section 815.045, F.S., is incomplete, and hereby agrees that no remedy for damages may arise from any disclosure by the Department.

It will be the responsibility of the Respondent to defend the confidentiality of its trade secrets through the judicial process.

The Department takes its public records responsibilities under chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. If a Respondent considers any portion of the documents, data or record submitted in response to this solicitation to be exempted by law from disclosure as a public record, the Respondent must also provide the Department with a separate Redacted Copy of its Reply, in hard copy and on a CD, DVD-ROM or USB flash drive, at the time of Reply submission in accordance with **Section 3.1.19** of this ITN.

This Redacted Copy should contain the Department's solicitation name, number, and the name of the Responding Respondent on the cover, and should be clearly titled "**Redacted Copy**." The Redacted Copy must be provided to the Department at the same time the Respondent submits its Reply and must only exclude or obliterate those exact portions which are exempted by law from public disclosure.

IF A RESPONDENT FAILS TO SUBMIT A REDACTED COPY WITH ITS REPLY AS DESCRIBED HEREIN, THE DEPARTMENT IS AUTHORIZED TO PRODUCE THE ENTIRE DOCUMENT(S), DATA OR RECORDS SUBMITTED BY THE RESPONDENT IN ANSWER TO A PUBLIC RECORDS REQUEST.

THE STATE OF FLORIDA DOES NOT CONSIDER PRICE TO BE CONFIDENTIAL.

3.1.24 Withdrawal of Reply

Replies submitted on or before the Reply due date may be withdrawn, amended or replaced with another Reply up until the Reply due date and time. Replies withdrawn prior to the Reply Opening date and time will be returned, unopened to the Respondent at the Respondent's expense.

3.1.25 Firm Response

Respondent submitted Replies (including the BAFO) shall remain firm and valid until a contract is fully executed.

3.1.26 Respondent Generated Terms and Conditions

The Department anticipates addressing any Respondent generated terms and condition concerns not otherwise included in the Respondent Question and the Department's Response, during the Contract Negotiation process as necessary. Respondents shall submit Respondent licensing and software agreement terms and conditions as instructed in the above **Section 3.1.19 (2) (Tab 4)** only. Respondents shall not submit additions, objections or modifications with their Reply submission. Respondent additions, objections or modifications will be considered with Respondent(s) selected for negotiations.

No oral agreements or representations shall be valid or binding upon the Department or the Respondent unless expressly contained herein or by a written addendum to this ITN, inclusion or amendment to the resulting Contract.

3.1.27 Reserved Rights

The Department reserves the right to:

1. Amend this ITN.
2. Waive minor irregularities in submitted Replies.
3. Conduct a Reply Clarification Process to cure deficiencies not directly related to Technical Specifications of the ITN.
4. Accept or Reject any or all Replies received in whole.
5. Re-Solicit for new Replies.
6. Abandon the need for such commodities and services.
7. Request additional information to assess a Respondent's capabilities.
8. Negotiate with one or more Respondents, either sequentially or concurrently, or not negotiate at all.
9. Request additional Best and Final Offers (BAFOs), if in the State's best interest.
10. Exercise all, part, or none of the renewal options.

3.2 TECHNICAL REPLY ADMINISTRATIVE REVIEW

3.2.1 Non-Responsive Replies

Each Respondent shall submit a Reply that meets all material requirements of this ITN. The Department reserves the right to determine whether the Reply meets the material requirements as outlined in the ITN solicitation. Material requirements of this ITN are those without which adequate analysis and comparison of Replies is impossible, or those that affect the competitiveness of Replies. The Department seeks to maximize competition and reserves the right to seek clarification from responding Respondents to obtain non-material information to complete a responsiveness review. Failure of a Respondent to provide required information may cause a Respondent to be deemed Non-Responsive and therefore be disqualified from further consideration.

Non-Responsive Replies may include, but are not limited to, those which:

1. fail to utilize, complete, and/or submit the mandatory prescribed forms;
2. fail to answer yes to each of the **Attachment I: Pass / Fail Requirements**;
3. include terms and conditions contrary to the requirements of this solicitation;
4. do not contain authorized signatures;
5. contain Technical or Reply information contrary to those outlined in this ITN; and
6. are not in conformance with the requirements and instructions contained herein.

A NON-RESPONSIVE REPLY WILL NOT BE CONSIDERED UNLESS, AT THE DEPARTMENT'S DISCRETION, THE DISCREPANCY DOES NOT PREVENT REVIEW OF THE REPLY BY THE DEPARTMENT AND CAN BE EASILY AND QUICKLY REMEDIED.

3.2.2 Minor Irregularities

The Department reserves the right to wave minor irregularities in a Reply. A minor irregularity is a variation of a technical nature to this ITN which does not affect the price of the Reply or give the Respondents a substantial or unfair advantage over other Respondents. At its sole discretion, the Department may request a Respondent to provide clarifying information or additional materials to correct a minor irregularity. However, the Department will not request, and the Respondent shall not provide, additional materials that affect the price of the Reply or give the Respondent an advantage or benefit not provided to all responding Respondents.

3.2.3 Clarification Requests (CR)

Throughout the solicitation process, the Department may request clarification(s) of uncertainties, or to eliminate confusion concerning the contents of a Reply, or ambiguous or inconsistent information in submitted Replies, using the following process:

If the Department detects an ambiguity or inconsistency within a Reply, the FDLE Procurement Officer or designee will request clarification utilizing a CR describing the ambiguity or inconsistency.
Respondents are cautioned that the Department will not generate a CR for an omission, even of a mandatory topic or mandatory requirement. The Department may reject a Reply that omits a mandatory topic or requirement or may score with zero (0) points.

The FDLE Procurement Officer or designee will coordinate with Respondents a time for responses to all CRs to be submitted.

Within twenty-four (24) hours, unless another timeframe is authorized by the FDLE Procurement Officer or designee, of the conclusion of the conference call, meeting or written request by which the CR is communicated, the Respondent shall send to the FDLE Procurement Officer or designee (by e-mail) the written Clarification Request Responses (CRR) with a letter binding the Respondent to the contents of the CRR and signed by an individual authorized to bind the Respondent. The Respondent should confirm receipt of the CRR by the Department. The Department will ignore oral discussions, and any written material that does not respond directly to a CR.

The Department will use the written CRR to update the Respondent's Reply. An unresolved CR may result in an Evaluator scoring a Respondent's Reply lower.

The Department will not generate a Clarification Request for omissions in the Reply; THEREFORE, DO NOT RELY ON CLARIFICATION REQUESTS TO IDENTIFY DEFICIENCIES.

Clarification Request Responses are restricted to information that responds directly to a Clarification Request; therefore, Respondents should not submit information that does not respond directly to a CR in the written CRR. If a Respondent does submit new information that does not directly respond to the CR, the Department will not evaluate it. Clarifications may not result in a material or substantive change to the Respondent's Reply.

3.2.4 Disqualification for Non-Responsibility

The Department reserves the right to utilize sources other than those identified by the Respondent to obtain additional information regarding the prospective Respondent's capability of fully performing a contract for the services outlined in this ITN as well as its integrity and reliability to assure good faith performance. Information obtained from additional sources may be used to determine whether the Respondent is a Responsible Respondent. The Department will reject the Reply submitted by any Respondent deemed not to be a Responsible Respondent.

Such additional sources may include, but are not limited to, news sources; court filings; internet searches; and online-reports available from state or federal agencies. Factors that may result in finding that the prospective Respondent is not a Responsible Respondent include, but are not limited to, filing for bankruptcy or insolvency; conviction of a crime by any corporate officer involving fraud; dishonesty, unfair or deceptive trade practices; ITN or price fixing; or any other offense related to corporate business practices or having a contract with any state or governmental entity terminated for breach or for failure to perform within the past three (3) years.

3.2.5 Less than Two Responsive Replies

In the event that the Department receives less than two (2) Responsive Replies, the Department may negotiate the best terms and conditions with the single Responsive Respondent.

3.2.6 Reply Qualification Process

1. Initial Review

   The Department will conduct an Initial Review to determine Responsiveness. The Department will verify that the Respondent's Reply is submitted in accordance with the above **Section 3.1.19 (2)** and contains all required documents and files.

2. Pass / Fail Requirements

   Respondents are required to answer all Pass / Fail Requirements questions in **Attachment I.** All Pass / Fail Requirements questions must be completed and answered "yes" for the Respondent to be eligible to proceed to the Technical Reply Evaluation. After this determination, the Department will conduct an evaluation of the Technical Responses.

3.3 Evaluation Process

Reply scoring, as described in this section, is designed to determine which Reply or Replies offers the best apparent solution and greatest overall benefits to the state. The Department will combine the points for the Technical Reply Evaluation to determine the total score for each eligible Reply.

A scoring system will be used in the evaluation of Technical and Price Reply as described below.

EVALUATION CRITERIA	MAXIMUM POINTS AVAILABLE
Technical Reply	
Company Information	**20**
Technical Specifications	**30**
Price Reply	**30**
Tenprint Device	
RESPONDENT TOTAL REPLY POINTS	**80**

After the evaluation of Technical Replies based on the criteria identified within the solicitation, the Department will select one or more Respondents to commence negotiations. The Technical Reply scoring does not carry forward into the negotiations.

3.3.1 Reply Evaluation Process

The Evaluation Team will consist of at least three (3) persons who collectively have experience and knowledge in the program areas and service requirements to conduct a comprehensive, fair and impartial evaluation of all Replies received in response to this ITN.

Respondents are responsible for thoroughly reviewing all of the ITN requirements to ensure that their Reply and proposed approach are fully compliant with ITN requirements and thereby avoid the possibility of being deemed non-responsive, scored lower, or having zero (0) points assigned.

3.3.2 Technical Reply Evaluation

Replies will be evaluated using the criteria set forth in this section.

Evaluators will not search through the Replies for information that is missing from a section being reviewed, so it is important for the Respondent to carefully follow the ITN organization and contents specified for Replies in **Section 3.1.19**. The Department will attempt to clarify ambiguous or inconsistent information with a Clarification Request(s). In response to a

Clarification Request, the Department will not allow or evaluate any information that does not respond directly to the Clarification Request.

Evaluation Team members will independently assign a 0 – 5 score, using no fractions or decimals, for responses to requirements specified in the Department's **Attachment H: Technical Reply and Evaluation Criteria** and other information specified in the ITN Section, Technical Reply.

The scoring table in this section provides the guidelines to be used by Evaluation Team members when assigning scores.

Scoring Table	
Allocation of Points	**Description**
5	Respondent's Reply provides a detailed response; exceeds minimumrequirements; demonstrates superior understanding of the project, itscapability, and approach.
3-4	Respondent's Reply provides a brief descriptive response; meets minimum requirements; demonstrates general understanding of project.
1-2	Respondent's Reply provides a vague response and is not clearly presented; below minimum requirements; demonstrates insufficient understanding of the project; demonstrates poor programmaticcapability.
0	Respondent's Reply provides little to no information; fails to address or include the required information in Reply.

3.4 Price Reply

Respondents will submit sealed Price Replies.

1. The Department will take the following steps upon opening Respondent Price Replies.

    a. Confirm that the Reply includes a fixed price.
    b. Confirm that the Reply is submitted using the Department's Price Reply Sheet (**Attachment K**)
    c. Confirm that prices are clear and unambiguous.
    d. Check the arithmetic in the Price Reply and conduct a Clarification Request for any computational or transfer errors noted.
    e. Confirm that the Respondent has not submitted any Technical Reply information, Respondent assumptions, changes or additional terms and conditions.

2. The maximum available points of thirty (30) will be awarded to the Respondent with the lowest Price Reply including renewal year options.

3. The remaining Replies from all other Respondents will be awarded a pro rata portion of points, rounded to the nearest full number, based on the following formula:

   (M x L) / A = P

   M = Maximum Points Available for the Price Reply (= 30 points)
   L = Lowest responsive Price Reply
   A = Actual Price Reply for each of the other responding Respondents
   P = Points Awarded to each of the other responding Respondents

4. Price Replies may be amended through negotiation and become part of the resulting Contract.

3.5 NEGOTIATION PROCESS

Negotiation, as described in this Section, is designed to determine which Respondent and Reply will provide the greatest overall benefits to the State.

FDLE shall evaluate the Replies against all evaluation criteria set forth in this ITN in order to establish a competitive range of replies reasonably susceptible of award. FDLE may select one or more Respondents within the competitive range in which to commence negotiations.

3.5.1 Respondent(s) Selected for Negotiations

FDLE may use Respondent(s) Technical Reply Total Scores to identify the competitive range (or natural break) if applicable, in the scoring of all Replies.

For example: Assume a maximum Reply points total a score of 500 and the evaluation of five (5) Respondent Replies:

Reply 1:	Awarded 490 points
Reply 2:	Awarded 480 points
Reply 3:	Awarded 475 points
Reply 4:	Awarded 300 points
Reply 5:	Awarded 290 points

In this example, the natural break would occur between Replies 3 and 4.

FDLE may begin negotiations with the Respondent or Respondents who are ranked above the natural break. The order in which negotiations with the Respondent(s) commence will be determined according to the best interest of FDLE. FDLE reserves the right to negotiate with one, more, or none of the Respondent(s), regardless of the order in which the Respondent is ranked or negotiations commence. Should FDLE be unable to negotiate a satisfactory Contract with any of the Respondents(s) scored above the natural break, negotiations may continue with any or all other Respondents, if any, submitting responsive Replies.

Negotiations may continue until an agreement is reached or all Replies are rejected.

FDLE reserves the right, but is not obligated, to negotiate with one or more, all, or none of the Respondent or Respondents submitting responsive Replies to the ITN.

3.5.2 Negotiation Sessions

The Negotiation Committee will consist of at least three (3) persons who collectively have experience and knowledge in negotiating contracts, contract procurement, and the program areas and service requirements, in which the commodities and contractual services are sought, in an effort to obtain the greatest overall benefit to the State.

All Negotiation Sessions resulting from this ITN may be conducted in Tallahassee, Florida. FDLE prefers to conduct all negotiations face-to-face; however, depending on the negotiation topics, FDLE may consent to utilize other available means, such as remotely, telephonically, or electronically, to conduct sessions.

The participating Respondent shall have a representative present during negotiation meetings who is authorized to make binding decisions on behalf of the Respondent. It is the Respondent's sole responsibility to coordinate all parties to its Reply and to ensure that all are appropriately represented during scheduled Negotiation sessions.

The Respondent(s) selected for negotiations will be invited to provide a more detailed explanation of their Replies, to provide interactive presentations of the Reply, and to begin negotiations with the Department.

The Department reserves the right to require attendance by specific Respondent representatives. Any written summary of presentations or demonstrations provided by the Respondent must include a list of persons attending on its behalf, a copy of the agenda, and copies of all visuals or handouts, which will become part of the Reply. Failure to provide requested information during negotiations may result in rejection of the Reply and discontinuing negotiations with that Respondent.

During negotiations, the Respondent may propose alternate system capabilities or services that reflect the Respondent's optimal performance methodology while still complying with the other requirements of the ITN. FDLE may request changes to proposed solutions. Additionally, FDLE may consider Optional Commodities and Services offered in Respondents' Replies; new/additional optional commodities and services; and/or modifications to proposed optional commodities and services.

Respondents will be provided an opportunity to submit any proposed Respondent Service Level Agreements, terms and conditions, or changes or concerns regarding the FDLE Contract Document during negotiations, provided the term or condition is negotiable.

Before award, the Department reserves the right to seek clarifications, request Reply revisions, and request any information deemed necessary for the proper review of Replies. If the Department is unable to reach an agreement with a Respondent on contractual issues or other issues, the Department may eliminate the Respondent from further consideration.

Please note the anticipated dates for Respondent negotiations in **Section 2.0**, Schedule of Events.

3.5.3 Respondent Demonstrations

Respondents selected for negotiations may be required to conduct a demonstration of its proposed solution, software, system, and/or services to the Department during the anticipated negotiation phase. The purpose of this Respondent demonstration is to provide substantiating information and demonstrated performance to support the Reply content. No part of the demonstrations will serve to relieve the Respondent of any quality or operation performance requirements as required under the resulting Contract. The Department prefers to conduct all demonstrations face-to-face; however, the Department may consent to utilize other available means, such as remotely, telephonically, or electronically, to conduct meetings.

Please note the anticipated dates for Negotiations and Respondent Demonstrations in **Section 2.0.** Schedule of Events.

3.5.4 Other Department Rights During Negotiations

The Department reserves the right to negotiate with any or all responsive and responsible Respondents, serially or concurrently, to determine the best solution. During the negotiation process the Department reserves the following rights. This list is not exhaustive.

1. Schedule additional negotiating sessions with any or all responsive Respondents.
2. Require any or all responsive Respondents to provide additional revised or final written Replies addressing specified topics.
3. Require any or all responsive Respondents to address services, prices, or conditions offered by any other Respondent.
4. Pursue a contract with one or more responsive Respondents for the services encompassed by this solicitation, any addenda thereto, and any request for additional revised or final written Replies or request for BAFOs.
5. Pursue the division of contracts between responsive Respondents by type of service or geographic area, or both.
6. Arrive at an agreement with any responsive Respondent, finalize principal Contract terms with such Respondent and terminate negotiations with any or all other Respondents, regardless of the status of or scheduled negotiations with such other Respondents.
7. Decline to conduct further negotiations with any Respondent.
8. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
9. Review and rely on relevant information contained in the Replies received from Respondents.
10. Reject any and all Replies if the Department determines such action is in the best interest of the State.
11. Negotiate concurrently or separately with competing Respondents.
12. Utilize subject matter experts, subject matter advisors, and multi-agency advisors to assist the negotiation team.

3.5.5 Selection Criteria

The following award selection criteria will apply for this ITN:

1. The extent to which the proposed LiveScan equipment and software meet or exceed the technical specifications outlined in the ITN.
2. Compliance with relevant industry standards, legal requirements, and security regulations, including data privacy and protection laws.
3. The proven reliability and performance of the equipment and software based on Respondent(s) corporate capabilities.
4. The quality of the user interface, the accuracy of biometric data capture, and the security of the software.
5. The overall cost of the solution, including the purchase price, maintenance fees, and any additional costs.
6. The Respondent's experience in supplying LiveScan equipment and software, particularly to similar organizations.
7. The quality and availability of customer support, training, maintenance, and technical assistance provided by the Respondent.
8. The system's ability to scale and adapt to future needs, including handling increased demand and compatibility with new technologies.
9. The Respondent's commitment to updates, upgrades, and ongoing development to ensure the system remains current and effective over time.

The negotiation process will also include negotiation of the terms and conditions of the Contract, in accordance with sections 287.057 and 287.058, Florida Statutes, as applicable to the services being procured pursuant to this ITN.

By submitting a Reply, a Respondent agrees to be bound to the terms of the PUR1000 and the Department's Standard Terms and Conditions. Respondents should assume these terms will apply during the prospective Contract term unless Exceptions are provided in accordance with **Section 3.5 B. Negotiation Sessions**, above, and the Department agrees to accept. The Department reserves the right to negotiate different terms and related price adjustments if the Department determines that it provides the best value to the State.

As part of the negotiation process, the Department reserves the right to contact references provided by the Respondent. Respondents may be requested to provide additional references. The results of the reference checks may influence the final negotiation and selection of the Respondent. The focus of the negotiations will be on achieving the solution that provides the best value to the State based upon the "Selection Criteria" and satisfies the Department's primary goals as identified in this ITN.

3.5.6 Best and Final Offer (BAFO)

The Department will issue a written request for one or more Respondents to submit their BAFO at the end of negotiations. At a minimum, the BAFO must contain:

a. Revised Technical Specifications based on the Respondent's discussions with the Department during negotiations;
b. All negotiated terms and conditions to be included in final contract; and
c. A final Price Reply developed during Negotiations.

The Respondent's BAFO shall clearly identify all changes to the Respondent's originally submitted Reply, including any changes agreed to during negotiations. These changes should include but are not limited to: Reply Page Replacements by page and section with updates clearly marked; any negotiated terms and conditions including Respondent Service Level Agreements; and a final Price Reply.

The score from the Evaluation Phase does not carry over into the BAFO review. The Negotiation Team will develop a recommendation that identifies the award that will provide the best value to the state.

The Department reserves the right to request additional BAFOs; reject submitted BAFOs; continue negotiations; and/or move to the next Respondent, as determined to be in the best interest of the State.

The contents of BAFO submissions are not public records subject to the provisions of section 119.07(1), Florida Statutes, until the Agency posts a Notice of Intent to Award, or until thirty (30) days after opening the final Replies, whichever is earlier, and therefore will not be available for immediate review by the public.

This section intentionally left blank

SECTION 4 AWARD PROCESS

4.1 CONTRACT AWARD

The Negotiation Committee will select which Response(s) to submit for Contract recommendation. The FDLE will make a final determination as to which Response(s) constitute the greatest overall value to the State based upon the requirements set forth in this ITN.

4.2 NOTICE OF INTENT TO AWARD

At the conclusion of Negotiations, the Department will post a Notice of Intent to Award on the VIP for seventy-two (72) hours. It is the responsibility of Respondents to monitor the VIP website, as no additional notifications will be provided.

Successful negotiations and a Notice of Agency Decision do not guarantee an award of a Contract. An award from this ITN does not guarantee execution of a Contract and execution of a Contract does not guarantee an order for commodities and services from the State.

4.3 PROTEST AND PROTEST FILING

Any Respondent or person who is adversely affected by the Notice of Intent to Award, who desires to protest a decision, intended decision, or recommended award, must file with the Department the appropriate document(s) in accordance with section 120.57(3), F.S.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

This section intentionally left blank

SECTION 5 ADDITIONAL CONTRACT CONDITIONS

5.1 STANDARD CONTRACT PROVISIONS

A draft Contract is provided as **Attachment L: FDLE Contract Document with Standard Terms and Conditions.** Respondent should scrutinize the Draft Contract provided. Respondent(s) selected for negotiations will be provided an opportunity to discuss additions, deletions, objections, or modifications to this Contract as allowed by Florida law. The Department reserves the right to add, delete, or modify Contract terms and conditions during contract negotiations. The Contractor will be required to comply with the Contract provisions agreed to in the final negotiated Contract.

NOTE: Respondents **should not** submit additions, objections, or modifications with their Reply submission. This will only be considered with Respondent(s) selected for negotiations.

5.2 CONTRACT APPROVAL

This ITN does not, by itself, obligate the State. The State's obligation will commence when the Contract is signed by the FDLE agency head or approved designee. Upon written notice to the Contractor, the Department may set a different starting date, from the date last signed for the Contract. The Department will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs prior to the Contract start date or approved signatures by both parties, whichever is later.

From the date of receiving the final Contract, the successful Respondent shall have ten business days to execute and return the Contract as tendered to it by FDLE (10 business days from the date it was delivered to the successful Respondent by the Department). The Department reserves the right to withdraw the tendered Contract and resume negotiations with another responsive Respondent after the tenth day.

5.3 REPLY AS PART OF THE CONTRACT

This ITN, the successful Respondent's Reply including the BAFO (if applicable), may be incorporated into the Contract.

5.4 SYSTEM AND PROPRIETARY SOFTWARE LICENSE

The successful Respondent (Contractor) shall grant or obtain in the name of the State a perpetual, non-revocable, non-transferable, and non-exclusive license to use the software and the documentation thereto for the system provided hereunder. The license shall not be limited as to number of users or numbers and types of hardware devices or software operating systems used or authorized by the State. Notwithstanding the foregoing, the State acknowledges that its use of "software as a service" (SAAS) or "commercial off-the-shelf (COTS) licensed software and other pre-existing commercial software provided under this Agreement as part of the System provided hereunder, is subject to the terms, conditions, use limitations and license terms contained in the SAAS or COTS license accompanying the software or the end-user licensing agreement required by the licensor as a precondition to the use of the pre-existing commercial software by the State. The State acknowledges that the terms of such licensing agreements may differ from the foregoing provision.

The documentation that the contractor must furnish shall include all operator and user manuals, training materials, programmer reference manuals, system administration guides, listings, specifications, and other materials for the proper and successful use of the Software.

The contractor shall deliver to the State three (3) copies of the documentation. The State shall have the right, as part of the license granted hereunder, to make as many additional copies of the custom documentation specifically developed by the contractor for the System which will be delivered under this contract as the State deems necessary. The State acknowledges that SAAS or COTS licensing and other licensing agreements for pre-existing commercial software contain provisions relating to the licensed use of documentation accompanying the software with which the State hereby agrees to comply.

Any copies of the Software and documentation which the State acquires pursuant to the contract shall bear the copyright, trademark, and other proprietary notices included therein by the contractor, and except as provided by law or authorized in the contract.

5.5 Contract Order of Precedence

All Replies are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

a. FDLE Contract Document with Standard Terms and Conditions (**Attachment L**);
b. Contractor Best and Final Offer;
c. Any Addenda to the ITN;
d. Original ITN Technical Reply and Evaluation Criteria (**Attachment H**);
e. ITN Additional Contract Conditions;
f. State of Florida General Conditions (PUR 1000);
g. State of Florida General Instructions to Respondents (PUR 1001);
h. Contractor Original Reply to the ITN.

Failure to comply with terms and conditions found in this solicitation or incorporated by reference, including those specifying information that must be submitted with a Reply, may result in rejection of a Reply.

5.6 Execution of Contract

The Respondent shall execute and return the Contract within the prescribed business days from the date it was delivered to the successful Respondent by the Department. The Department reserves the right to withdraw the Contract and resume negotiations with another Respondent if after the prescribed business days an executed Contract is not received.

SECTION 6 ATTACHMENTS

Attachment A - Question Submittal Form

Attachment B – List of Subcontractors

Attachment C – Scrutinized Companies Certification

Attachment D – Conflict of Interest / Statement of No Involvement

Attachment E – In State Preference Form

Attachment F – Affidavit of No Offshoring

Attachment G – Respondent Reference Form

Attachment H – Technical Reply and Evaluation Criteria

Attachment I – Pass – Fail Requirements

Attachment J – Certification of Drug-Free Workplace Program

Attachment K – Price Reply Sheet

Attachment L – FDLE Contract Document with Standard Terms and Conditions

This section intentionally left blank

ATTACHMENT A
FLORIDA DEPARTMENT OF LAW ENFORCEMENT
WRITTEN ANSWERS TO QUESTIONS

FDLE ITN 2420

LiveScan Equipment and Software

All written questions are reproduced in the same format as submitted by the Respondent.

Question #1	
Answer #1	
Question #2	
Answer #2	
Question #3	
Answer #3	
Question #4	
Answer #4	
Question #5	
Answer #5	
Question #6	
Answer #6	
Question #7	
Answer #7	
Question #8	
Answer #8	
Question #9	
Answer #9	
Question #10	
Answer #10	

ATTACHMENT B
LIST OF SUBCONTRACTORS

Each Respondent shall submit with its response a list of the subcontractors who will perform work under the contract that is expected to result from this solicitation. The Respondent shall have determined to its own complete satisfaction that a listed subcontractor has been successfully engaged in performing the services required under the resulting Contract and is qualified to provide the services for which the subcontractor is listed.

In the event that no subcontractor will be used, this form shall be returned indicating "No Subcontractors wll be used."

NO SUBCONTRACTORS WILL BE USED: [X]

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone #	

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone #	

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone:	

Rick Johnson

***Authorized Representative's Signature**

Rick Johnson / Vice President

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

ATTACHMENT C
SCRUTINIZED COMPANIES CERTIFICATION

Respondent Vendor Name: DataWorks Plus, LLC

Vendor FEIN: 57-1104887

Vendor's Authorized Representative Name and Title: Rick Johnson / Vice President

Address: 728 N. Pleasantburg Drive

City: Greenville, State: SC Zip: 29607

Phone Number: 864-672-2780

Email Address: rjohnson@dataworksplus.com

Pursuant to subsection 287.135 Florida Statutes, at the time a Respondent submits a Reply or before entering into a contract of any dollar amount, the Respondent or Contractor must certify that the company is not participating in a boycott of Israel, and that the company is not on the Scrutinized Companies that Boycott Israel List. For a contract where the value exceeds $1 million, the Respondent or Contractor must certify that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not is not participating in a boycott of Israel, and is not on the Scrutinized Companies that Boycott Israel List. If the contract value will exceed $1 million, I hereby further certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. I understand that pursuant to section 287.135, the submission of a false certification may subject company to termination of the contract, civil penalties, attorney's fees, and/or costs.

Certified By: Rick Johnson
(Authorized Signature)

Print Name and Title: Rick Johnson / Vice President

Date: 05/30/2024

ATTACHMENT D
CONFLICT OF INTEREST / STATEMENT OF NO INVOLVEMENT

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their responses whether any officer, director, employee or agent is also an officer or an employee of FDLE, the State of Florida, or any of its Agencies. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of more than five percent in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of previous employee of FDLE who has received or will receive compensation of any kind to seek to influence the actions of FDLE in connection with this procurement.

1. The following persons are officers, directors, employees, or agents of Respondent's firm **and** state officers or employees:

   None _____ _____

2. The following persons are state officers or employees who own, directly or indirectly, more than a 5% interest in the Respondent's firm:

   _____ _____

3. The following previous employee(s) of FDLE have sought to influence FDLE in this procurement on behalf of the Respondent:

   _____ _____

Each Respondent must further attest that pursuant to subsection 287.057 F.S., no member of this firm, nor any person having an interest in this firm, has been involved with the Florida Department of Law Enforcement to assist in:

1. Developing this Invitation to Negotiation;

2. Performing a feasibility study concerning the scope of work contained in this Invitation to Negotiate; and/or

3. The evaluation of Replies for commodities or services contained in this Invitation to Negotiate.

Rick Johnson
_____
*Authorized Representative's Signature

Rick Johnson / Vice President
_____
*Typed Name and Title of Authorized Representative

*This individual must have the authority to bind the Respondent.

ATTACHMENT E
IN-STATE PREFERENCE FORM

Pursuant to Section 287.084, Florida Statutes, relating to the Florida-based business preference, effective July 1, 2012: In a competitive solicitation in which the lowest quote is submitted by a vendor whose principal place of business is located outside the state of Florida (foreign state) and that state where the vendor's principal place of business is located does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive Bidder having a principal place of business in this state shall be five (5) percent.

Note: The Respondent is required to complete and submit this form signed with its Reply to be considered for this preference.

Vendor Name: DataWorks Plus, LLC

Federal Employer ID Number: 57-1104887

This Respondent (**does** ☒ / (**does not** ☐ ave a principal place of business located in the state of Florida.

Please provide the Florida address if applicable:

_____

_____

_____

Note: A Respondent whose principal place of business is **outside** the state of Florida must accompany any written Reply documents with a *written opinion of an attorney licensed to practice law* in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal place of business is in that foreign state in the letting of any or all public purchases.

Please attach such opinion as applicable to this form.

Authorized Signature: Rick Johnson

Name and Title: Rick Johnson / Vice President

Date: 05/30/2024

ATTACHMENT F
AFFIDAVIT OF NO OFFSHORING

Pursuant to the FDLE ITN 2420, LiveScan Equipment and Software, Section 5.5 Additional Contract Conditions, the undersigned Contractor hereby attests that the Contractor and its Subcontractors do not perform any of the services under the Contract from outside of the United States, and the Contractor does not allow any State of Florida data to be sent by any medium, transmission or access outside of the United States.

Contractor Name: DataWorks Plus, LLC

Contractor FEIN #: 57-1104887

Authorized Signature: Rick Johnson

Print Name: Rick Johnson

Title: Vice President

Date: 05/30/2024

Sworn to (or affirmed) and subscribed before me on this 30th day of May, 2024 by

Lisa M Cole
(Signature of Notary)
My Commission Expires: 09/19/2033

Check One:
[X] Personally Known
[ ] Produced the following ID _____

ATTACHMENT G
RESPONDENT REFERENCE FORM

Respondent Company Name: DataWorks Plus, LLC

Respondents are required to submit with their Reply, three (3) references that have been provided for services of similar scope and parameters of those requested in this solicitation. Respondents will use this form to provide the required reference information. The Department reserves the right to contact any and all references in the course of this solicitation to make a fitness determination, not subject to review or challenge.

1. Name of Customer/Agency: Los Angeles Sheriff's Dept.

   Contract Person: Lt. Derek Sabatini

   Phone Number: 562-345-4319

   Address: 12440 East Imperial Hwy. Ste., 400W, Norwalk, CA 90650

   Email Address: dsabatini@lasd.org

2. Name of Customer/Agency: Pennsylvania Chiefs of Police Assoc.

   Contract Person: Jerry Miller, Offender ID Technology Coord.

   Phone Number: 717-236-1059 x104

   Address: 3905 N. Front St., Harrisburg, PA 17710-1536

   Email Address: Jmiller@pachiefs.org

3. Name of Customer/Agency: Wake County CCBI

   Contract Person: Sam Pennica, Director

   Phone Number: 919-255-7370

   Address: 3301 Hammond Rd., Raleigh, NC 27603

   Email Address: Sam.Pennica@co.wake.nc.us

ATTACHMENT H
TECHNICAL REPLY INSTRUCTIONS AND EVALUATION CRITERIA

SECTION 1 Technical Reply Submission Format

This section will provide instructions on Respondent Reply Submission Format. **Respondents are instructed to develop separate responses for each section identified in this ITN. It is a mandatory requirement of this ITN that the Reply addresses all items listed below. Replies to this ITN should be prepared using simple terms and minimal technical or industry specific language.**

1.1 EXAMPLE RESPONSE FORMAT:

FDLE ITN Technical Requirement:

2.1.1 Compliance

a. Equipment / Software must be compliant with Wavelet Scalar Quantization (WSQ) Grayscale Fingerprint Image Compression Specifications (IAFIS-IC-0110 v3.1 October 4, 2010) for 500ppi images.

Respondent Response:

_____

_____

This section intentionally left blank

1.2 EVALUATION INSTRUCTIONS

Responses will be evaluated using the criteria set forth in this section. Evaluators will score each numerical criterion within each numbered section of the Technical Reply using a scoring scale of 0-5 points. The scoring scale is based on the description provided in the Table within this section.

Example:

EVALUATION CRITERIA – Section 2.1 TENPRINT CAPTURE DEVICES (max. 5 points available)
How comprehensively does the Respondent's proposal address and meet the compliance requirements for the TENPRINT CAPTURE DEVICES?

Scoring Table	
Allocation of Points	**Description**
5	Respondent's Reply provides a detailed response; exceeds minimum requirements; demonstrates superior understanding of the project, its capability, and understanding approach.
3-4	Respondent's Reply provides a brief descriptive response; meets minimum requirements; demonstrates general understanding of project.
1-2	Respondent's Reply provides a vague response and is not clearly presented; below minimum requirements; demonstrates insufficient understanding of the project; demonstrates poor programmatic capability.
0	Respondent's Reply provides little to no information; fails to addressor include the required information in Reply.

This section intentionally left blank

1.3 ABBREVIATIONS/ACRONYMS

AFIS: Automated Fingerprint Identification System

ANSI: American National Standard for Information Systems

API: Application Programming Interface

BIS: Biometric Identification Solution

CCH: Computerized Criminal History

CWCS: Civil Workflow Control System

EBTS: Electronic Biometric Transmission Specification

FBI: Federal Bureau of Investigation

ICD: Interface Control Document

MBIS: Multi-Biometric Identification Solution

NFF: National Fingerprint File

NFIQ: NIST Fingerprint Image Quality

NIEM: National Information Exchange Model

NIST: National Institute of Standards and Technology

OBTS: Offender Based Transaction Number

RDD: Requirements Definition Document

SIB: State Identification Bureau

TCN: Transaction Control Number

TOT: Type of Transaction

SECTION 2 TECHNICAL SPECIFICATIONS

Respondents are required to review and respond to each provision listed in this section by inserting their response for each numbered section. These technical specifications and general requirements address minimum specifications. The Respondent must clearly indicate how their equipment, software and/or services meet the required provisions with an explanation. The Tenprint Capture Devices must be compliant with the following documents which can be found at:

FALCON System Requirements (state.fl.us)

- Biometric Identification System Interface Control Document (BIS ICD)
- FALCON / AFIS Interface Control Document (AFIS ICD)
- Civil Workflow Control System (CWCS) Interface Control Document (CWCS ICD)

2.1 TENPRINT CAPTURE DEVICES

The Equipment / Software offered by the Contractor must meet all the requirements listed below.

2.1.1 Compliance

a. Equipment / Software must be compliant with Wavelet Scalar Quantization (WSQ) Grayscale Fingerprint Image Compression Specifications (IAFIS-IC-0110 v3.1 October 4, 2010) for 500ppi images.

b. Equipment / Software must be compliant with Joint Photographic Experts Group (JPEG) JPEG-2000 10:1 lossy compression in accordance with the National Institute of Standards and Technology (NIST) Interagency Report "Effects of JPEG 2000 Lossy Image Compression on 1000ppi Fingerprint Imagery" (NISTIR 7780, July 2013) for 1000ppi images.

c. Equipment / Software Equipment must be compliant with the Gaussian filter strategy for downsampling of 1000ppi to 500ppi for legacy pathway processing in accordance with National Institute of Standards and Technology Interagency Report “Examination of Downsampling Strategies for Converting 1000ppi Fingerprint Imagery to 500ppi” (NISTIR 7839, January 2013) for 1000ppi images that are stored or transmitted at 500ppi.

   *Note: 1000ppi fingerprint imagery must be converted to 500ppi before transmission to FDLE.

d. Equipment / Software must be compliant with American National Standard for Information Systems (ANSI) Data Format for the Interchange of Fingerprint, Facial &

Other Biometric Information (ANSI/NIST-ITL 1-2011 Update: 2015). Additionally, considerations for bandaged, amputated, and/or deformed digits must be in compliance with the ANSI/NIST standard.

e. System must conform to the NIST Fingerprint Image Quality (NFIQ) 2.0 (NISTIR 8382) standard.

f. Equipment / Software must meet the Federal Bureau of Investigation's (FBI) Electronic Biometric Transmission Specification (EBTS) Version 11.2 (September 20, 2023). This includes adhering to all image quality specifications outlined in Appendix F of the EBTS document.

g. Equipment / Software must meet the FBI CJIS Security Policy (CJISD-ITS-DOC-08140-5.9 June 1, 2020)

h. Equipment / Software must communicate via TCP/IP. The FDLE's preference is for common services to communicate on their commonly accepted ports. All transmissions must comply with a fully qualified ANSI/NIST data formatted packet.

i. For criminal transactions, equipment / software must be compliant with the FDLE MBIS Criminal LiveScan Interface Control Document.

j. For civil applicant transactions, equipment / software must be compliant with the FALCON / AFIS Interface Control Document and Civil Workflow Control System (CWCS) Interface Control Document.

2.1.2 **Standards**

System equipment, software, services and warranties must be integrated into a single unit and include the following:

a. Must have a 22" or larger flat panel LCD for PC based implementations; laptop and mobile implementations can have smaller displays

b. Must provide on-screen prompts that indicate direction of finger roll and correct finger selection.

c. Must have integrated photograph capture capabilities (for criminal and applicant workflows).

d. Must have integrated palm print capture capabilities (for criminal workflows only).

e. Software functionality must be driven by the type of transaction and reason for submission as described in Section 2.2 - Template Configurations.

f. The system will have the ability to determine the NFIQ score for each fingerprint collected.

g. The minimum NFIQ score for an acceptable transmission will be user configurable.

h. Must provide immediate quality control feedback to the operator. An indicator must appear on-screen to classify the image as acceptable or unacceptable, prior to the capture of the next finger. If the image is unacceptable, the operator must recapture the image.

i. Must automatically compare each rolled image against the corresponding "plain" impression to ensure proper finger placement and to prevent sequence errors before data is forwarded to the State Identification system or transferred to a printed fingerprint card.

j. Must automatically compare the distal images from the upper palm print to the corresponding rolled or plain impression distal images to ensure the palm print is captured from the same hand as the tenprint.

k. The system must display the transmission status of completed captures. Internal storage must be incorporated to store captured images and data if transmission is delayed.

l. The system must have the ability to store a minimum of 500 completed tenprint transactions.

m. The system must provide a mechanism that enables an administrator to periodically delete stored records.

n. The system must provide a preview of the fingerprint image and data as it will be printed on a fingerprint card, and allow the operator to view a zoomed image.

o. The system must be capable of producing a tenprint transaction that is compatible with the State Identification Bureau (SIB) ICD.

p. The system must be able to print fingerprint images, including palm prints on fingerprint cards based on the appropriate template. The fingerprint images and demographic data must be printed in appropriate areas of the currently used fingerprint cards.

q. The system must be capable of producing multiple copies of the tenprint card without operator intervention.

r. The system must meet the FBI CJIS Security Policy and Florida Administrative Code 60GG-2 for regulating Access Control, Identification and Authentication.

s. The system must have a security system to prevent unauthorized operator access.

t. The system must provide an interface to a directory service for user access. i.e. Microsoft Active Directory or Lightweight Directory Access Protocol (LDAP).

u. The system must incorporate role-based access with privileges assigned based on a configurable user profile.

v. The system must have a timeout feature that will not leave the system in a “logged on” state for more than thirty minutes if the operator leaves the area.

w. The system must have an operator “panic button” which will lock the system and hold the information captured on a booking-in-progress until the operator unlocks the system using his/her password.

x. The system must incorporate a signature pad for the capture of the subject’s signature as well as the operator’s signature.

y. The system must incorporate at a minimum Florida driver license card swipe (either magstripe or 2Dbarcode) capture capability to prepopulate demographic information. Data entered via card swipe must be editable by operator to correct any discrepancies and must conform to format required for submission.

z. The system must be capable of performing automatic calibrations at programmed intervals and then logging the results of those calibrations. Contractor must list calibration elements.

aa. The system must have remote diagnostic capability.

bb. The system must offer drop-down menus to provide help to the operator for data fields where specific entries are required.

cc. The system must perform pre-validation edit checks on data elements to ensure conformance to the State Identification Bureau Interface Control Document. (e.g., an invalid length for a name field or invalid characters in a name field)

dd. The system must have a table-driven administrative interface that allows users to change field validations, e.g., a table of valid country codes.

ee. Contractor must provide documentation on the system’s capability to produce data for management reports showing system usage, operators using the system, calibration, and other functionality.

2.1.3 **Usability**

a. Must have a user interface designed for ease of use with minimal need for mouse or keyboard, e.g., an integrated foot pedal and touch screen features.

b. Ruggedized systems for jail implementations must be designed appropriate for field environments: waterproof, dust-resistant and shock-resistant.

c. Desktop configurations must be of compact design to permit countertop-placement in a booking area, or be portable.

d. Fingerprint capture plate must be easily cleaned and disinfected between print capture sessions. Both the capture plate life with regular disinfecting and the procedure for replacing coated prisms, if applicable, must be stated by Contractor.

2.2 TEMPLATE CONFIGURATIONS

Respondents must provide LiveScan devices that have the ability to support all of the below Criminal and Applicant workflows. Respondents are to include complete Template Options for each unit. Additional information for individual responses may be provided as necessary. Each option must be available for selection by FDLE as needed.

Criminal Workflows

2.2.1 Criminal Arrest (Booking)

Criminal Arrest (Booking) workflow must be compliant with the Interface Control Document for Florida Department of Law Enforcement Biometric Workflow (BIS ICD), and must:

a. Assign TCN & OBTS number.

b. Collect full tenprint fingerprint impressions – rolled, plain/slaps, and palms.

c. Capture a mugshot via digital camera or configurable folder via standalone mugshot system.

d. Provide an entry screen for entering demographics, charge information, and all additional required or optional data elements for a booking transaction. Data field requirements are outlined in the BIS ICD.

e. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

f. Provide an Application Programming Interface (API) for exchanging demographic and charge information via the agency's Records Management System and/or Jail Management System.

The API for exchanging information with a Records Management System and/or Jail Management System must conform to the National Information Exchange Model (NIEM) version of the Electronic Biometric Transmission Specification (EBTS).

g. Transmit the fingerprints, palm prints, mug shots, demographics and charge information to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

h. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

2.2.2 **Registrant**

Registrant workflow must be compliant with the Interface Control Document for Florida Department of Law Enforcement Biometric Workflow (BIS ICD), and must:

a. Assign TCN & OBTS number.

b. Collect full tenprint fingerprint impressions – rolled, plain/slaps, and palms.

c. Capture a mugshot via digital camera or configurable folder via standalone mugshot system.

i. Provide an entry screen for entering demographics, charge information, and all additional required or optional data elements for a registration transaction. Data field requirements are outlined in the BIS ICD.

d. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

e. Provide an Application Programming Interface (API) for exchanging demographic and charge information via the agency's Records Management System and/or Jail Management System.

The API for exchanging information with a Records Management System and/or Jail Management System must conform to the National Information Exchange Model (NIEM) version of the Electronic Biometric Transmission Specification (EBTS).

f. Transmit the fingerprints, palm prints, mug shots, demographics and charge information to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

g. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

2.2.3 **Department of Corrections Custody:**

Department of Corrections Custody workflow must be compliant with the Interface Control Document for Florida Department of Law Enforcement Biometric Workflow (BIS ICD), and must:

a. Assign TCN & OBTS number.

b. Collect full tenprint fingerprint impressions – rolled, plain/slaps, and palms.

c. Capture a mugshot via digital camera or configurable folder via standalone mugshot system.

j. Provide an entry screen for entering demographics, custody information, and all additional required or optional data elements for a custody transaction. Data field requirements are outlined in the BIS ICD.

d. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

e. Provide an Application Programming Interface (API) for exchanging demographic and charge information via the agency's Records Management System and/or Jail Management System.

The API for exchanging information with a Records Management System and/or Jail Management System must conform to the National Information Exchange Model (NIEM) version of the Electronic Biometric Transmission Specification (EBTS).

f. Transmit the fingerprints, palm prints, mug shots, demographics and charge information to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

g. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

2.2.4 **Identification Only**

Identification Only workflow must be compliant with the Interface Control Document for Florida Department of Law Enforcement Biometric Workflow (BIS ICD), and must:

a. Assign TCN & OBTS number.

b. Collect full tenprint fingerprint impressions – rolled, plain/slaps.

k. Provide an entry screen for entering all required or optional data elements for an identification only transaction. Data field requirements are outlined in the BIS ICD.

c. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

d. Transmit the fingerprints and other data fields to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

e. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

2.2.5 **Quick ID**

Quick ID workflow must be compliant with the Interface Control Document for Florida Department of Law Enforcement Biometric Workflow (BIS ICD), and must:

a. Assign TCN & OBTS number.

b. Collect fingerprint impressions.

l. Provide an entry screen for entering all required or optional data elements for a quick id transaction. Data field requirements are outlined in the BIS ICD.

c. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

d. Transmit the fingerprints and other data fields to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

e. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

2.2.6 **Deceased Known, Deceased Unknown, Identification Only FBI, Add-On Charge (future functionality)**

These workflows will become accessible following the implementation of FDLE's Multi-Biometric Identification Solution (MBIS) System, which is anticipated in early 2025. These workflows must meet the new compliance requirements as outlined in the Criminal LiveScan MBIS Interface Control Document (ICD) and the MBIS Requirements Definition Document (RDD). The relevant documents will be provided to ensure full compliance, upon successful implementation of the MBIS System. As with all previous workflows the following must be included:

a. Assign TCN & OBTS number.

b. Collect fingerprint impressions.

c. Provide an entry screen for entering all required or optional data elements. Data field requirements are outlined in the MBIS ICD and MBIS RDD.

d. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

e. Transmit the fingerprints and other data fields to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the MBIS ICD and the MBIS RDD.

f. Receive and process the responses to the TOT submitted as defined in the MBIS ICD and the MBIS RDD.

Applicant (Civil) Workflows

2.2.7 Criminal Justice Applicant:

Criminal Justice Applicant workflow must be compliant with the FALCON/AFIS Interface Control Document and the Civil Workflow Control System Interface Control Document, and must:

a. Assign TCN.

b. Collect full tenprint fingerprint impressions – rolled, plain/slaps.

c. Have the ability to capture a portrait via digital camera or configurable folder.

d. Provide an entry screen for entering all required or optional data elements for a criminal justice applicant transaction.

e. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

f. Transmit the fingerprints and other data fields to the FDLE Civil Workflow Control System.

g. Receive and process the responses to the TOT submitted as defined in the FALCON/AFIS ICD and the CWCS ICD.

2.2.8 Non-Criminal Justice Applicant

Non-Criminal Justice Applicant workflow must be compliant with the FALCON/AFIS Interface Control Document and the Civil Workflow Control System Interface Control Document, and must:

a. Assign TCN.

b. Collect full tenprint fingerprint impressions – rolled, plain/slaps.

c. Have the ability to capture a portrait via digital camera or configurable folder.

d. Provide an entry screen for entering all required or optional data elements for a criminal justice applicant transaction.

e. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

f. Transmit the fingerprints and other data fields to the FDLE Civil Workflow Control System.

g. Receive and process the responses to the TOT submitted as defined in the FALCON/AFIS ICD and the CWCS ICD.

2.3 CONTRACTOR RESPONSIBILITIES

2.3.1 Contract Service Requirements

Requests by the FDLE and OEUs for product literature, price lists, and specifications must be provided within five working days after receipt of a written request, at no charge. However, the FDLE reserves the right to review and approve all product literature, price lists, and promotional materials before distribution to the FDLE and OEUs.

2.3.2 Factory Service Requirements

The Contractor agrees to maintain at least one factory-authorized service station and/or servicing dealer within the State of Florida to perform warranty repairs and adjustments throughout the Contract term. The Contractor must provide ordering instructions. The Contractor shall promptly notify the FDLE of any changes thereto, however, the parties expressly agree that changes to the service representative list are not Contract amendments and do not require a formal written agreement. This arrangement shall not relieve the Contractor of its duty to maintain at least one authorized service location within the State of Florida.

2.3.3 Standard Support Levels

Contractors shall provide the following levels of support under the Contract:

a. Inside delivery, with set-up, installation and training
b. Standard warranty and maintenance (minimum 36-months, including all labor, materials and transportation charges)
c. Standard manufacturer's service response
d. 30-day money back guarantee, return to Contractor, with no shipping charges or restocking fee or comparable charges when alternative product(s) purchased.

2.3.4 Installation

The Contractor should include on-site, inside product delivery, uncrating, assembly, full installation, and removal of debris at no additional cost to the FDLE or OEUs. All software must be fully integrated, online and fully operational. Exceptions may be negotiated with the FDLE or OEUs ordering and must be documented in writing.

Contractor must provide to the FDLE or OEUs all equipment technical requirements prior to

scheduling the installation. Technical requirement information will include, but not be limited to: data connection(s); appropriate electrical wiring and power supply; communications requirements, planned interfaces to the Biometric Information Solution (BIS) and the optimum operating environment specifications for equipment performance.

2.3.5 Warranty

Awarded Contractor must provide a thirty-six (36) warranty for parts and labor on the Live Scan Equipment and Software to be included in the cost of the equipment and/or software purchased under this Contract. The warranty period must begin upon acceptance of the system by the FDLE or OEUs.

2.3.6 Maintenance

Contractor shall offer an extended maintenance program that offers preventive/remedial service for the system that commences after the initial thirty-six (36) warranty period.

It shall be the responsibility of the FDLE or OEUs to purchase additional maintenance contracts after the initial thirty-six (36) month warranty expires from the Contractor.

2.3.7 Instruction Manuals

At the time of the delivery of products or services under any Contract resulting from this solicitation, the Contractor(s) must furnish the FDLE or OEUs one instruction and maintenance manual for each unit ordered. Bulletins, revisions, and corrections must be supplied to the FDLE and OEUs as they are issued by the manufacturer. Each instruction and maintenance manual must contain definitions of terms; definitions of equipment; equipment capabilities; technical descriptions of equipment operations; descriptions of malfunction identifications; troubleshooting procedures; and detailed schematic and use instructions.

Upon request of the FDLE or OEUs, the Contractor will make available (hardcopy or electronically) additional or replacement instructions and maintenance manuals for all equipment.

2.3.8 Training and Documentation

a. Contractor shall provide a training program for using the equipment. Training shall be conducted on-site and shall provide administrators and/or operators of the system with all necessary information to effectively administer/operate the live scan equipment and software. The training curriculum shall be reviewed by the FDLE before conducting the training.

b. Contractor must provide at least one training session upon delivery and installation of the unit for up to ten students, at no charge. Additional training shall be provided for a charge per session.

c. Contractor must provide the following documentation associated with the live scan equipment and software: current certification status with the American National Standards for Information Systems Data Format for the Interchange of Fingerprint, Facial and Other

Biometric Information (ANSI/NIST-ITL 1-2011 Update:2013).

d. Contractor must provide documentation for all capabilities, power and communications requirements, and the ability to interface directly to current and planned interfaces to the AFIS system.

2.3.9 Delivery

Freight and inside delivery costs should be included in unit prices. Delivery is required within thirty (30) days from receipt of an FDLE or OEUs purchasing document containing complete and correct ordering information. Any special order, stand-alone, large equipment and specialty software products should be delivered within sixty (60) days after receipt of a purchasing document. Exceptions must be negotiated with the FDLE or OEUs and documented in writing. Contractors must notify the FDLE or OEUs at least seventy-two (72) hours in advance of delivery of equipment so that necessary arrangements can be made.

2.3.10 Replacement/Discontinued Models

During the term of the Contract, the Contractor may submit for consideration and approval a replacement model for any awarded item. The replacement offered must meet or exceed the original solicitation specifications and must not exceed the price of the originally awarded model. Acceptance of any replacement model is at the discretion of the FDLE.

2.3.11 Sales Summary Reports

The following data shall be reported to the FDLE on a quarterly and annual Contract basis:

a. Contractor's name
b. Reporting period
c. Total dollar value of purchases per quarter, separated by:
    - State Agency and OEUs totals
    - Purchase order and P-Card order totals
    - Product group
d. Excel report itemizing total purchases for a period
    Shall include columns for the following information:
    - Manufacturer's name
    - Agency name
    - Product number
    - Item description
    - Product group number
    - Identify lease or purchase status
    - Unit of measure
    - Quantity
    - Manufacturer list price
    - Percentage discount taken
    - Final purchase price

    Shall highlight the State Agencies and OEUs that account for the greatest purchase volume per product group.

Failure to provide quarterly and annual sales reports, including no sales, within thirty (30) calendar

days following the end of each quarter (January, April, July, and October) and/or Contract-year may result in the Contractor being found in default and subsequent cancellation of the Contract by the FDLE.

Submission of contract sales summaries is the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed contract sales summary information as described above by email to the Contract Manager. FDLE shall distribute, in electronic format, the contract sales summary information to be used by the awarded Contractor upon Contract signature.

2.3.12 **Balance of Line**

Contractor(s) may have the opportunity to include a balance of line which will include software, hardware, accessories and other equipment and features that are directly related to the Live Scan equipment's operational capabilities that fall within the scope of this Contract, at a fixed discount equal to or greater than the discount applied to numbered items bid. This information shall not be submitted with Respondent's Reply. The addition of any products to any contract resulting from this ITN shall require written approval by the FDLE.

2.3.13 **Miscellaneous Fees and Charges**

Contractor may not charge FDLE or OEUs any additional fees, including but limited to property tax, sales tax, delivery charges, pick-up charges and fuel surcharge.

ATTACHMENT I
PASS / FAIL REQUIREMENTS

This Pass / Fail Requirements Form must be completed by a representative of the Respondent who is authorized to contractually bind the Respondent's organization to contracts and who is capable of certifying that the organization will satisfy these requirements in any prospective contracts pursuant to this competitive solicitation. **Respondents must answer "YES" to each question in order to have their Reply evaluated by the Department.**

FDLE ITN 2420 – LIVESCAN EQUIPMENT AND SOFTWARE

PASS / FAIL QUESTION	YES/NO
1) Has Respondent provided the equipment, software, services, and warranties specified in **Attachment H: Technical Reply Instructions and Evaluation Criteria**, to other federal, state, county, and city municipalities?	
2) Can Respondent provide the equipment, software, services, and warranties in compliance with all laws, rules, and other authority applicable including but not limited to, policies described in **Attachment H: Technical Reply Instructions and Evaluation Criteria** of this ITN?	
3) Will the Respondent's proposed solution satisfy the State's requirements that all technical specifications described in **Attachment H: Technical Reply Instructions and Evaluation Criteria** of this ITN are met?	
4) Respondent will agree to meet the FBI Criminal Justice Information Services (CJIS) security requirement.	

Rick Johnson

*Authorized Representative's Signature

05/30/2024

Date

Rick Johnson / Vice President

*Typed Name and Title of Authorized Representative

DataWorks Plus, LLC

Respondent Company Name

*This individual must have the authority to bind the Respondent.

ATTACHMENT J
DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
4. In the statement specified in subsection (1), notify the employees that, as a condition of performance on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the business of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five days after such conviction.
5. For any employee who is so convicted, impose a sanction on the employee or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such program is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Rick Johnson

***Authorized Representative's Signature**

Rick Johnson / Vice President

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

ATTACHMENT K

PRICE REPLY SHEET

The Price Reply Sheet has been attached separately to the Invitation to Negotiate VIP advertisement.

ATTACHMENT L

FLORIDA DEPARTMENT OF LAW ENFORCEMENT
Contract FDLE-XXX-XX

This Contract, by and between DataWorks Plus, LLC, a company duly authorized to conduct business with the State of Florida, whose business address is 728 N. Pleasantburg Drive, Greenville, SC 29607 (hereinafter referred to as Contractor), and the State of Florida's Department of Law Enforcement, (hereinafter referred to as FDLE),

WITNESSETH THAT:

WHEREAS, FDLE issued Solicitation Number ITN 2420 and the Contractor submitted a reply to _____; and

WHEREAS, Contractor desires to enter into a Contract with FDLE to provide certain products and services; and

WHEREAS, FDLE desires to enter into a Contract with Contractor in order to acquire certain Contractor supplied products and services; and

NOW THEREFORE, Contractor and FDLE for and in recognition of considerations hereinafter set forth, do hereby agree as follows:

This Contract shall be comprised of the following documents, attachments, addenda and any subsequent amendments to this Contract. These documents, attachments, addenda and amendments shall govern the services provided by the Contractor and are hereby incorporated in, and are made a part of, this Contract. The order of precedence is as indicated below. Subsequent amendments take first precedence, with the most current documents or updates of the documents controlling in the event of a conflict between differing versions of a document which form part of or are incorporated in this Contract.

The documents specified below are hereby incorporated in, and are a part of, this Contract (including this document, captioned "Contract FDLE-XXX-XX" which shall be first in order of precedence, with exception those sections stated below):

- The Contract document;
- The documents and materials attached to or incorporated by reference in the Contract including the approved final **Technical Reply** (Attachment H);
- The FDLE-ITN-2420 solicitation as modified by any applicable Addendum to the FDLE-ITN-2420;
- The Contractor's Response; and
- The documents and materials attached to or incorporated by reference in the Contractor's Response

1. **CONTRACT TERM**

A. Initial Term

The term of this Contract shall begin from the last date signed by the parties below and continue for a period of three (3) years following execution.

B. Renewal Term

The State reserves the right, at its sole discretion, to renew the Contract for **up to three (3) additional years beyond the initial term, by exercising up to three (3) one (1) year renewal options.** Renewal of the Contract shall be in writing and shall be subject to the terms and conditions set forth in the existing Contract. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

2. **Deliverables (to be included post-award)**

Deliverable Due	Minimum Performance Required	Financial Consequence

3. **Statement of Work (to be included post-award)**

4. **Pricing (to be included post-award)**

FLORIDA DEPARTMENT OF LAW ENFORCEMENT STANDARD TERMS AND CONDITIONS

1. **PUR 1000 – General Contract Conditions**

https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf

The State of Florida General Terms and Conditions (PUR 1000) are hereby referenced and incorporated in their entirety into this Contract. This is a downloadable document. Potential Respondents to the solicitation are encouraged to carefully review all materials contained herein and prepare Replies accordingly. The Florida Department of Law Enforcement Standard Terms and Conditions supersedes any contract condition otherwise duplicated herein.

2. **American with Disabilities Act (ADA) Civil Rights Compliance**

CONTRACTOR represents and warrants that it will comply with all Equal Accessibility laws, regulations and standards under Sections 251 & 255 of the Telecommunications Act of 1996, Titles I, II, III & IV of the Americans with Disabilities Act (ADA) [42 USC 12101 et seq.], and Sections 504 and 508 of the Federal

Rehabilitation Act amendments [29 USC 794 et seq.], and the Assistive Technology Act of 1998. These standards establish a minimum level of accessibility.

CONTRACTOR will indemnify the customer against any litigation stemming from a lack of compliance with the above laws, regulations and standards.

3. Antitrust Violations

Pursuant to Section 287.137, Florida Statutes, a person or an affiliate who has been on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

4. Compliance with Laws

The Contracting Party shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. Violation of such laws may be grounds for contract termination.

5. Confidential Information

Confidential Information" means information or materials provided by one party to the other which are: i) in tangible form and labeled "confidential" or the like; ii) if disclosed orally, are identified as being confidential at the time of disclosure; or iii) such that a reasonable person would consider it confidential from the nature of the information and circumstances of disclosure. The receiving party will hold the Confidential Information in strict confidence, will use it only for purposes of this Agreement, and disclose it only to employees and agents who have a need to know such Confidential Information and who have agreed to abide by the terms of this Section prior to disclosure. The receiving party will exercise the same care in preventing the unauthorized disclosure or use of the Confidential Information that it takes to protect its own information of a similar nature, which in no event will be less than reasonable care. The restrictions on the use and disclosure of Confidential Information specified hereunder will not apply to information: (i) which is independently developed by the receiving party or lawfully received from another source without breach of this Agreement; (ii) which is or becomes generally available to the public without breach of this Agreement by the receiving party; (iii) which at the time of disclosure was known to the receiving party; (iv) which is disclosed to unaffiliated third Parties without restriction by the disclosing party; or (v) which is disclosed pursuant to law, judicial order, or government regulations so long as the receiving party promptly notifies the disclosing party prior to disclosure and cooperates with the disclosing party in the event that the disclosing party elects to contest or avoid such judicial or governmental disclosure, whether by seeking a protective order or otherwise. FDLE information which is made confidential or exempt from disclosure by law will retain that status notwithstanding the occurrence of the specified exceptions to restrictions on use and disclosure, to the extent permitted by law. FDLE agrees to maintain the confidentiality of Confidential Information, as that term is used in this Agreement, received from CONTRACTOR, to the extent this can be accomplished without violating Florida Law regarding public records, as set forth in Chapter 119,

Florida Statutes. In particular, FDLE agrees to maintain the confidentiality of Confidential Information to the extent such information constitutes Trade Secret Information, as that term is used in Section 815.045, Florida Statutes, and as defined at Section 812.081(1)(c), Florida Statutes.

All FDLE data which may be provided to the Contractor by FDLE will remain the exclusive property of FDLE and may not be copied or removed by Contractor personnel without the express written permission of FDLE.

CONTRACTOR is responsible for the actions of its agents and subcontractors with respect to protection of confidential law enforcement and other types of confidential data. CONTRACTOR is expressly prohibited from transferring FDLE data, by any means and in any medium or format, outside of the United States in performing the work defined in this Agreement.

6. Contract Manager

The Department's Program/Regional Contract Manager for this Contract shall be:

Name:	Rick Johnson
Title:	Vice President
Street Address:	728 N. Pleasantburg Dr.
City/State/Zip:	Greenville, SC 29607
Phone Number:	864-672-2780
Email:	rjohnson@dataworksplus.com

7. Contracting Party Employees, Subcontractors, and Other Agents

Contracting Party will be an independent contractor, and not the agent or servant of the Department and will not be entitled to any benefits granted employees of the State of Florida. The Department and the State shall take all actions necessary to ensure that Contracting Party's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contracting Party's employees, subcontractors, and other agents receive benefits and necessary insurance from an employer other than the State of Florida. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.

The Contracting Party will have complete supervision and control over its own agents, servants and employees. The Contracting Party will ensure that personnel of any agent or subcontractor are trained, qualified, and available to perform the services for which they are contracted to perform.

The Contracting Party is responsible for managing the relationship with all subcontractor organizations, for directing and managing the work efforts of subcontractor personnel, and for the quality of the work of subcontractor personnel. Upon request, Contracting Party shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the contract must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the contract.

8. Controlling Law

All matters, whether sounding in tort or contract, relating to the validity, construction, interpretation, performance and enforcement of this contract shall be determined by the laws of the State of Florida. The exclusive venue of any legal or equitable action that arises out of or relates to the contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

9. Contractor's Responsibilities under Termination

After receipt of notice of termination, and except as otherwise specified by the Department, the Contractor shall (i) stop work under this Agreement on the date, and to the extent specified, in the notice; (ii) place no further order(s) or subcontract(s) for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated; (iii) complete performance of such part of the work as shall not have been terminated by the Department; and (iv) take such action as may be necessary, or as the Department may specify, to protect and preserve any property or data related to this contract which is in the possession of the contractor(s) and in which the Department has or may acquire an interest.

Upon the effective date of termination of the Agreement, the Contractor shall transfer, assign, and make available to FDLE all property, materials, and data belonging to the Department, all rights and claims to any and all reservations, contracts and arrangements with subcontractors, or others, and shall make available to the Department all written information regarding the performance of the Agreement. Any data transferred shall be in a format specified by the Department. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment. The Department concurrently with such transfer or assignment reserves the option to assume the obligations of the Contractor if any, on all non- cancelable contracts with third parties.

10. Cooperation with the Inspector General

Pursuant to section 20.055(5), Florida Statutes, the contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

11. Discrimination

In the performance of such services, the Contracting Party agrees not to discriminate against any employee or applicant for employment on grounds of race, creed, color, sex, age, national origin, or disability.

12. Dispute Resolution

Any dispute concerning performance of the Contract which cannot be resolved by informal discussion between the FDLE and the Contractor will be referred to negotiation to be conducted by the FDLE General Counsel. If FDLE and Contractor's representatives are unable to resolve the dispute within five (5) business days after commencing negotiations, or fifteen (15) calendar days have passed since the initial request for negotiations at this level, then the Parties will be entitled to discontinue negotiations, to seek to resolve the dispute through mediation as hereinafter provided

or, if the Parties do not agree to submit the dispute to non- binding mediation, to seek any and all rights and remedies that may be available under this Agreement, at law or in equity.

Mediation must occur within twenty (20) business days after the Parties agree to submit the dispute to mediation. The Parties mutually will select an independent mediator experienced in IT systems and services agreements, and each will designate a representative(s) to meet with the mediator in good faith in an effort to resolve the dispute. The specific format for the mediation will be left to the discretion of the mediator and the designated Party representatives and may include the preparation of agreed-upon statements of fact or written statements of position furnished to the other Party. If the Parties are unable to resolve a dispute through the dispute resolution processes described in this Section, then either party may seek any and all rights and remedies that may be available under this Agreement, at law or in equity.

All Contractor obligations related to project activities and support services under this Contract will continue without interruption during disputes unless suspended by FDLE or unless the dispute relates to non-payment by FDLE. FDLE reserves the right to withhold payments during disputes relating to breach by Contractor. The failure of FDLE to release payment during disputes relating to breach by Contractor will not constitute a breach or default by FDLE.

13. Effective Date

This Contract shall be effective when signed by the Contracting Party and the Department.

14. Execution in Counterparts

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

15. E-Verify

The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

The website for E-Verify registration may be located at Home (e-verify.gov)

16. Financial Consequences for Contractors Failure to Perform

If the Contracting Party fails to meet the minimum level of service or performance identified in this agreement, or is customary for the industry, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments until the deficiency is cured, tendering only partial payments, imposition of other financial consequences per FDLE Special Conditions (as applicable), and termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on Contracting Party's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

17. Insurance Requirements

During the Contract term, the Contracting Party at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contracting Party. Upon request, the Contracting Party shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contracting Party shall not be interpreted as limiting the Contracting Party's liability and obligations under the contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

18. Intellectual Property

The parties do not anticipate that any intellectual property will be developed as a result of this contract. However, subject to Section 287.057(k) Florida Statutes, any intellectual property developed as a result of this Contract will belong to and become the sole property of the state. The rights conveyed to the state pursuant to this Agreement do not include rights to any preexisting Intellectual Property used, developed and refined by the Contracting Party and its subcontractors during their provision of Services under this Agreement. This provision will survive the termination or expiration of any Contract.

19. Invoicing

All invoices or bills for fees or other compensation for services, or expenses shall be submitted with reasonable detail for a proper pre-audit and post-audit thereof, to comply with Section 287.058(1) (a), Florida Statues. This information will include Contractor Name and remit to address; Contractor billing contact phone number and/or email address; Contractor FEID number; Contract number; Month/Year Billing term; detailed deliverable number with description; and payment amount due.

Invoices must be submitted to:

Florida Department of Law Enforcement
Attn: Accounts Payable
PO Box 1489
Tallahassee, Florida 32302
Phone: 850-410-7155
Email: FDLEAccountsPayable@fdle.state.fl.us

Whenever this Contract is terminated with or without cause, all amounts due shall be pro-rated.

20. The Department is Self-Insured

The Department is self-insured for its torts to the extent provided in Section 768.28, Florida Statutes, to cover bodily injury, death and property damage arising as a consequence of the acts and omissions to act of its officers, employees, and agents. The Department is without authority to insure the contracting party in any way. The Department shall not be deemed to assume any liability for the acts, omissions to act and negligence of the Contracting Party, its agents, servants and employees; nor shall the Contracting Party exclude liability for its own negligence to the Department or any third party, except as allowed by law and agreed to by the Department. The Department is without authority to indemnify or hold harmless the Contracting Party.

Unless authorized by law and agreed to in writing, the Department shall not be liable to pay attorney fees, interest, late charges and service fees and/or costs of collection.

21. Modification of Terms

The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and the Contracting Party and any communications, promises, representations or agreements, not included in writing in this contract, shall not be binding upon any party. The Contract may only be modified or amended upon mutual written agreement of the Department and the Contracting Party. No oral agreements or representations shall be valid or binding upon the Department or the Contracting Party. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Department. The Contracting Party may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, “shrink wrap” terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contracting Party’s order or fiscal forms or other documents forwarded by the Contracting Party for payment. The Department's acceptance of product or processing of documentation on forms furnished by the Contracting Party for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

22. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

23. Non-Material Errors

CONTRACTOR and FDLE agree that non-material errors in contract language, terms and conditions (e.g., typos and other obvious errors) will be correctable without amending the Agreement provided that the nature of the Agreement is not altered by such correction.

24. Non-Solicitation

Unless otherwise agreed to by the Parties in writing, during the term of the Agreement and for a period of one (1) year after termination of the Agreement, neither party, as between CONTRACTOR and, collectively, FDLE will directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor a staff member of the other party or a former staff member that is or was involved with the Agreement.

25. Notices

Whenever notice is required to be given by Certified Mail, Return Receipt Requested or private carrier express mail service, it shall be deemed to have been given on the date shown on the return receipt, or date of actual delivery, whichever is earlier.

Change of address, as well as, any other notice(s) required by this contract shall be delivered to the Department of Law Enforcement for the attention of:

FDLE Off-Site Mail Facility
Office of General Services
813-B Lake Bradford Road
Tallahassee, Florida 32399
FDLEOGSContracts@fdle.state.fl.us

And to the Contracting Party for the attention of:

Name:	Rick Johnson
Title:	Vice President
Street Address:	728 N. Pleasantburg Dr.
City/State/Zip:	Greenville, SC 29607
Phone Number:	864-672-2780
Email:	rjohnson@dataworksplus.com

26. Payment

The State of Florida cannot make deposits or pay for goods and/or services in advance unless approved under rules issued by the Florida Department of Financial Services. The Department is not authorized to pay to Contracting Party any deposit for services to be rendered or equipment to be purchased in the future.

Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the Contracting Party's rights and the Department's responsibilities concerning interest penalties and time limits for payment of invoices. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516.

27. Public Records

This contract shall be unilaterally canceled by the Department for refusal to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with the contract.

Pursuant to Section 119.0701, Florida Statutes, Contractor agrees to keep and maintain public records required by the FDLE to perform the service. Upon request from FDLE's custodian of public records, Contractor agrees to provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes.

The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the Contractor does not transfer the records to FDLE.

Upon completion of the contract, Contractor shall transfer, at no cost, to FDLE all public records in possession of Contractor or keep and maintain public records required by FDLE to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records, in a format that is compatible with the information technology systems of FDLE.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-410-7676, PUBLICRECORDS@FDLE.STATE.FL.US, OR VIA MAIL AT P.O. BOX 1489, ATTN: PUBLIC RECORDS DIVISION, TALLAHASSEE, FL 32302.

The Contractor agrees to the provisions of Section 287.057(16), Florida Statutes, and shall maintain throughout the term of the contract and at least four (4) years thereafter, detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices. All such records shall be made available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.

In accordance with Section 215.985(16), Florida Statutes, this contract is subject to inclusion in the Florida Public Accountability Tracking System (FACTS) database and subject to posting, in whole or in part, on the Internet.

28. Right to Audit

Pursuant to Section 216.1366, Florida Statutes, in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

29. Renewal

There shall be no automatic renewal of this contract. Contracts for commodities or contractual services may be renewed for a period not to exceed three (3) years or for a period no longer than the original term of the contract, whichever is longer. Renewal contracts may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Contracts procured on an emergency or single source basis may not be renewed.

30. Scrutinized Companies List (applies to all contracts)

Pursuant to Section 215.473, Florida Statutes, the Contracting Party guarantees that (1) it is not participating in a boycott of Israel, and (2) it is not on the Scrutinized Companies that Boycott Israel List. Contracting Party agrees that this contract is subject to immediate termination for cause if the Contracting Party is, in FDLE's sole discretion, determined to be noncompliant with any of the above-listed restrictions at any time during the life of the contract.

31. Scrutinized Companies Lists (applies only to contracts for $1 million or more)

Pursuant to Section 215.473, Florida Statutes, the Contracting Party guarantees that (1) it is not on the Scrutinized Companies with Activities in Sudan List, (2) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and, (3) it does not have business operations in Cuba or Syria. Contracting Party agrees that this contract is subject to immediate termination for cause if the Contracting Party is, in FDLE's sole discretion, determined to be noncompliant with any of the above-listed restrictions at any time during the life of the contract.

32. Severability

Any provision of this contract in violation of the laws of the State of Florida shall be ineffective to the extent of such violation, without invalidating the remaining provisions of this contract.

33. Survival

The provisions of all confidentiality obligations, indemnification, limitation of liability and any other sections, schedules or attachments to this Agreement that by their nature may reasonably be presumed to survive any termination or expiration of this Agreement, will so survive.

34. Suspension of Work

The Department may in its sole discretion suspend any or all activities under the contract or purchase order, at any time, when in the best interests of the State to do so. The Department shall provide the Contracting Party written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contracting Party shall comply with the notice for a period up to thirty (30) days after the notice is delivered to the Contracting Party, and for any further period to which the Parties may agree. Within thirty (30) days, or any longer period agreed to by the Contracting Party, the Department shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Contracting Party to any additional compensation.

35. Taxes

The Department does not pay Federal excise or sales taxes on direct purchases of personal property. The Department will not pay for any personal property taxes levied on the Contracting Party or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Department in the special contract conditions section or in the contract.

36. Termination for Cause

The Department may terminate the contract if the Contracting Party fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. The Contracting Party shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contracting party shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Contracting Party. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contracting Party and the subcontractor, and without the fault or negligence of either, the Contracting Party shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contracting Party to meet the required delivery schedule. If, after termination, it is determined that the Contracting Party was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the contract.

37. Termination for Convenience

This contract may be canceled in whole or in part by the Department when the Department determines in its sole discretion that it is in the Department's interest to do so upon giving 30 days written notice by Certified Mail, Return Receipt Requested, or by private carrier express mail service. The Contracting Party shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract if any. The Contracting Party shall not be entitled to recover any cancellation charges or lost profits. The Contracting Party will be paid (i) payment of the

contract price for all goods and/or services delivered or performed prior to the effective date of termination if accepted by the Department (acceptance means the Department receives a commensurate benefit from the deliverable); and (ii) payment on a percent-complete basis for all work-in-progress Deliverables not to exceed each Deliverable's amount.

38. Travel

All bills for any travel expenses that are authorized by Section 112.061, Florida Statues, shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses.

39. Waiver

No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this contract, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach of default, or any similar breach or default thereafter occurring; nor shall any waiver of single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

40. Warranty of Ability to Perform

The Contracting Party warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contracting Party's ability to satisfy its contract obligations. The Contracting Party warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contracting Party shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the contract.

This section intentionally left blank

41. Warranty of Authority

Each person signing the contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

IN WITNESS WHEREOF, the FDLE and Contractor have caused this Contract to be executed by their respective undersigned official(s) authorized to do so, effective on the date of final execution.

Contractor	Florida Department of Law Enforcement
Rick Johnson	
Signature	*Signature*
Rick Johnson	
Print Name	*Print Name*
Vice President	
Title	*Title*
05/30/2024	
Date	*Date*

FDLE

Florida Department of Law Enforcement

J. Mark Glass
Commissioner

Business Support
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 410-7000
www.fdle.state.fl.us

Ron DeSantis, *Governor*
Ashley Moody, *Attorney General*
Jimmy Patronis, *Chief Financial Officer*
Wilton Simpson, *Commissioner of Agriculture*

DATE: May 7, 2024

SOLICITATION NUMBER: FDLE ITN 2420

SOLICITATION TITLE: LiveScan Equipment and Software

BEST AND FINAL OFFER DUE: May 9, 2024 at 5:00 pm ET

PLEASE SIGN BELOW TO CONFIRM RESPONDENTS' BEST AND FINAL OFFER

The signed statement indicates the Respondent acknowledges their intent to comply with all terms and conditions indicated in the ITN, the Respondent's Initial Response to the ITN, and the Best and Final Offer.

When a Contract is established between the Department and the successful Respondent for the services sought by the ITN, the Respondent's Initial Response to the ITN and the Respondent's Best and Final Offer shall be incorporated into and thereby become part of the Contract. If there is a conflict in language, the Department's Contract will govern.

THE BEST AND FINAL OFFER ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED, AND RETURNED WITH THE BAFO RESPONSE.

BEST AND FINAL OFFER ACKNOWLEDGEMENT

COMPANY NAME: DataWorks Plus

FEDERAL TAX IDENTIFICATION NUMBER: 57-1104887

ADDRESS: 728 North Pleasantburg Drive

CITY: Greenville **STATE:** SC **ZIP:** 29607

AUTHORIZED REPRESENTATIVE: Rick Johnson **TITLE:** Vice President

AUTHORIZED SIGNATURE: **DATE:** 5/8/2024

PHONE: 864-672-6791 **EMAIL:** rjohnson@dataworksplus.com

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN FLORIDA STATUTE 120.57(3) OR FAILURE TO FILE A BOND OR OTHER SECURITY WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120 FLORIDA STATUTES.

RESPONDING VENDOR: DataWorks Plus

Price Sheet Information: There are two (2) total spreadsheets within this workbook; one (1) Price Sheet for the tenprint product group and one (1) for additional offerings. All Applicable Price Sheets must be completed for Reply to be considered Responsive.

TenPrint Capture Devices in accordance with Section Eight (Technical Specifications).

Notes: Respondents for this product group must populate all cells. Cells must maintain their pre- set formats and data must be in the format provided. Make sure your populated cells and cells containing formulas do not show or cause error codes. Insert additional lines as needed.

TenPrint Capture Devices should include all items needed to create a "turn-key" solution. This will include hardware, software, peripherals, installation, training, and a three (3) year maintenance for a fixed price. If you are proposing a different model of a particular hardware be sure to indicate on separate line item. Descriptions should include the scanner brand and model being proposed. (Note: Optional Maintenance pricing included in Additional Offerings)

Line #	Item or Model Number	Description (Note: This section must include all items to create a "turn-key" solution. This includes all hardware, software, and peripherals.	Unit of Measure	Manufacturer's Suggested Retail Price (MSRP)	Less Percentage (%) Discount Bid	Actual Contract Purchase Price (Note: This should include three years of maintenance)	Renewal Year 1 Actual Contract Purchase Price (Note: This should include three years of maintenance)	Renewal Year 2 Actual Contract Purchase Price (Note: This should include three years of maintenance)	Renewal Year 3 Actual Contract Purchase Price (Note: This should include three years of maintenance)
1	LS-T-PALM-10F	Cabinet LiveScan with Palm • DataWorks Plus Livescan Software • Thales CS 500Q Livescan Hardware • Computer & Monitor • Mugshot Capture System w/ DSLR Camera • API: Interface One-Way One-Pass (standard) • Ruggedized Cabinet • TEMPLATES (CA-Booking, R, DCC, ID-Only, Q-ID, Future Functionality (DK, DU,ID-FBI Add on charge), CJA, N-CJA)	1	$20,520.00	10%	$18,468.00	$18,468.00	$18,468.00	$18,468.00
2	LS-T-PALM-10F-D	Desktop LiveScan with Palm • DataWorks Plus Livescan Software • Thales CS 500Q Livescan Hardware • Computer & Monitor • Mugshot Capture System w/ DSLR Camera • API: Interface One-Way One-Pass (standard) • TEMPLATES (CA-Booking, R, DCC, ID-Only, Q-ID, Future Functionality (DK, DU,ID-FBI Add on charge), CJA, N-CJA)	1	$17,020.00	10%	$15,318.00	$15,318.00	$15,318.00	$15,318.00

RESPONDING VENDOR: DataWorks Plus

Price Sheet Information: There are two (2) total spreadsheets within this workbook; one (1) Price Sheet for the tenprint product group and one (1) for additional offerings. All Applicable Price Sheets must be completed for Reply to be considered Responsive.

Additional Offerings

Notes: Respondents for this product group must populate all cells. Cells must maintain their pre- set formats and data must be in the format provided. Make sure your populated cells and cells containing formulas do not show or cause error codes. Insert additional lines as needed.

Extended Maintenance Costs following the initial three years of provided maintenance

Optional Maintenance Costs

Line Number	Item or Model Number	Description (Note: This section should include all equipment, accessories, parts, and supplies for this product group.)	Renewal Year 1 Extended Maintenance Cost Plan Year 4	Renewal Year 2 Extended Maintenance Cost Plan Year 5	Renewal Year 3 Extended Maintenance Cost Plan Year 6
1	LS-T-PALM-10F	• DataWorks Plus Livescan Software	$2,369.00	$2,369.00	$2,369.00
2	LS-T-PALM-10F-D	• DataWorks Plus Livescan Software	$1,957.00	$1,957.00	$1,957.00
3	LS-IB-10F-D	• DataWorks Plus Livescan Software	$760.00	$760.00	$760.00
4	LS-EVOL-3-1F	• DataWorks Plus Livescan Software	$235.00	$235.00	$235.00
5	LS-CM-PALM-10F	• DataWorks Plus Livescan Software	$3,048.00	$3,048.00	$3,048.00
6	LS-CM-PALM-10F-1KP	• DataWorks Plus Livescan Software	$3,536.00	$3,536.00	$3,536.00
7	LS-CM-10F-D	• DataWorks Plus Livescan Software	$1,201.00	$1,201.00	$1,201.00
8	LS-EVOL-5470-PALM	• DataWorks Plus Livescan Software	$2,599.00	$2,599.00	$2,599.00
9	LS-EVOL-5150-10F-T	• DataWorks Plus Livescan Software	$1,591.00	$1,591.00	$1,591.00
10	LS-IB-PALM-10F	• DataWorks Plus Livescan Software	$2,189.00	$2,189.00	$2,189.00
11	LS-EVOL-5004-10F	• DataWorks Plus Livescan Software	$1,068.00	$1,068.00	$1,068.00

Additional TenPrint Capture Devices

This will include hardware, software, peripherals, installation, training, and a three (3) year maintenance for a fixed price. If you are proposing a different model of a particular hardware be sure to indicate on separate line item. Descriptions should include the scanner brand and model being proposed. (Note: Optional Maintenance pricing included in Additional Offerings)

Line #	Item or Model Number	Description (Note: This section must include all items to create a "turn-key" solution. This includes all hardware, software, and peripherals.	Unit of Measure	Manufacturer's Suggested Retail Price (MSRP)	Less Percentage (%) Discount Bid	Actual Contract Purchase Price (Note: This should include three years of maintenance)	Renewal Year 1 Actual Contract Purchase Price (Note: This should include three years of maintenance)	Renewal Year 2 Actual Contract Purchase Price (Note: This should include three years of maintenance)	Renewal Year 3 Actual Contract Purchase Price (Note: This should include three years of maintenance)
1	LS-IB-10F-D	Desktop LiveScan Non-Palm • DataWorks Plus Livescan Software • IB Kojak Livescan Hardware • Laptop • Photo Capture System w/ DSLR Camera • TEMPLATES (ID, QID, Future Functionality (DK, DU,ID-FBI Add on charge), CJA, N-CJA)	1	$6,336.00	0%	$6,336.00	$6,336.00	$6,336.00	$6,336.00
2	LS-EVOL-3-1F	Livescan Non-Palm • DataWorks Plus Livescan Software • Evolution 3 (A-Series) Handheld Livescan Hw • TEMPLATE (QID, Future Functionality (DK, DU, ID-FBI Add on charge)	1	$1,960.00	0%	$1,960.00	$1,960.00	$1,960.00	$1,960.00
3	LS-CM-PALM-10F	Cabinet LiveScan with Palm • DataWorks Plus Livescan Software • HID/Cross Match L SCAN 500p Livescan Hw. • Computer & Monitor • Mugshot Capture System w/ DSLR Camera • API: Interface One-Way One-Pass (Level 1) • Ruggedized Cabinet • TEMPLATES (CA-Booking, R, DCC, ID-Only, Q-ID, Future Functionality (DK, DU,ID-FBI Add on charge), CJA, N-CJA)	1	$25,398.00	0%	$25,398.00	$25,398.00	$25,398.00	$25,398.00

Additional Offerings

Notes: Respondents for this product group must populate all cells. Cells must maintain their pre- set formats and data must be in the format provided. Make sure your populated cells and cells containing formulas do not show or cause error codes. Insert additional lines as needed.

4	LS-CM-PALM-10F-1KP	Cabinet LiveScan with Palm • DataWorks Plus Livescan Software • HID/Cross Match L SCAN 1000p Livescan Hw. • Computer & Monitor • Mugshot Capture System w/ DSLR Camera • API: Interface One-Way One-Pass (Level 1) • Ruggedized Cabinet • TEMPLATES (CA-Booking, R, DCC, ID-Only, Q-ID, Future Functionality (DK, DU,ID-FBI Add on charge), CJA, N-CJA)	1	$29,466.00	0%	$29,466.00	$29,466.00	$29,466.00	$29,466.00
5	LS-CM-10F-D	Desktop LiveScan Non-Palm • DataWorks Plus Livescan Software • HID/Cross Match Patrol Livescan Hardware • Computer/Monitor or Laptop • Photo Capture System w/ DSLR Camera • TEMPLATE (ID, QID, Future Functionality (DK, DU, ID-FBI Add on charge), CJA, N-CJA)	1	$10,008.00	0%	$10,008.00	$10,008.00	$10,008.00	$10,008.00
6	LS-EVOL-5470-PALM	Desktop/Mobile Livescan PALM • DataWorks Plus Livescan Software • Evolution 5470 Livescan Hardware • Tablet • Integrated Photo Capture w/ Tablet Camera • TEMPLATES (CA-Booking, R, DCC, ID-Only, Q-ID, Future Functionality (DK, DU,ID-FBI Add on charge), CJA, N-CJA)	1	$21,660.00	0%	$21,660.00	$21,660.00	$21,660.00	$21,660.00
7	LS-EVOL-5150-10F-T	Desktop/Mobile Livescan Non-Palm • DataWorks Plus Livescan Software • Evolution 5150 Livescan Hardware • Tablet • Integrated Photo Capture w/ Tablet Camera • TEMPLATE (ID, QID, Future Functionality (DK, DU,ID-FBI Add on charge), CJA, N-CJA)	1	$13,260.00	0%	$13,260.00	$13,260.00	$13,260.00	$13,260.00
8	LS-IB-PALM-10F	Desktop/Mobile Livescan PALM • DataWorks Plus Livescan Software • Livescan Hardware • Tablet • Integrated Photo Capture w/ Tablet Camera • TEMPLATES (CA-Booking, R, DCC, ID-Only, Q-ID, Future Functionality (DK, DU,ID-FBI Add on charge), CJA, N-CJA)	1	$18,240.00	0%	$18,240.00	$18,240.00	$18,240.00	$18,240.00
9	LS-EVOL-5004-10F	Desktop/Mobile Livescan Non-Palm • DataWorks Plus Livescan Software • Evolution 5004 Handheld Livescan Hardware • Tablet • Photo Capture System w/ Tablet Camera • TEMPLATE (ID, QID, Future Functionality (DK, DU, ID-FBI Add on charge), CJA, N-CJA)	1	$8,900.00	0%	$8,900.00	$8,900.00	$8,900.00	$8,900.00

Additional Offerings

Notes: Respondents for this product group must populate all cells. Cells must maintain their pre- set formats and data must be in the format provided. Make sure your populated cells and cells containing formulas do not show or cause error codes. Insert additional lines as needed.

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Line Number	**Item or Model Number**	**Description** (Note: This section should include all equipment, accessories, parts, and supplies for this product group.)	**Unit of Measure**	**Manufacturer's Suggested Retail Price (MSRP)**	**Less Percentage (%) Discount Bid**	**Actual Contract Purchase Price** (Note: This should include three years of maintenance (*if applicable))	**Extended Maintenance Cost Plan for Year 4**	**Extended Maintenance Cost Plan for Year 5**	**Extended Maintenance Cost Plan for Year 6**
8	LS-TPCS	FBI Approved Tenprint Card Document Scanner	1	$6,960.00	0%	$6,960.00	$835.00	$835.00	$835.00
9	P-E-Tray	Additional Paper Tray for Tenprint Card Printer	1	$250.00	0%	$250.00	NA	NA	NA
10	LS-API-L1	API Demographic Data Interface One-Way One-Pass (Level 1) **Note: Pricing reflects all cost associated with DataWorks Plus' portion of the interface; additional cost may be charged by RMS/JMS vendor.**	1	$3,000.00	0%	$3,000.00	$360.00	$360.00	$360.00
11	LS-API-L2	API Demographic Data Interface Two-Way Two-Pass (Level 2) **Note: Pricing reflects all cost associated with DataWorks Plus' portion of the interface; additional cost may be charged by RMS/JMS vendor.**	1	$5,500.00	0%	$5,500.00	$660.00	$660.00	$660.00
12	LS-API-L3	API Demographic Data Interface Custom (Level 3) **Note: Pricing reflects all cost associated with DataWorks Plus' portion of the interface; additional cost may be charged by RMS/JMS vendor.**	1	$10,000.00	0%	$10,000.00	$1,200.00	$1,200.00	$1,200.00
13	LS-P-E	Photo Image Exchange **Note: Pricing reflects all cost associated with DataWorks Plus' portion of the interface; additional cost may be charged by RMS/JMS vendor.**	1	$1,800.00	0%	$1,800.00	$216.00	$216.00	$216.00
14	LS-UPS	UPS for Livescan	1	$500.00	0%	$500.00	$60.00	$60.00	$60.00
15	LS-1D-BCR	1D Barcode Reader and Software	1	$490.00	0%	$490.00	$59.00	$59.00	$59.00
16	LS-2D-BCR	2D Barcode Reader and Software	1	$600.00	0%	$600.00	$72.00	$72.00	$72.00
17	LS-HBCR	Hybrid Barcode Reader and Software	1	$2,400.00	0%	$2,400.00	$480.00	$480	$480.00
18	LS-BCR-MSR	Barcode & Mag Stripe Reader and Software	1	$1,800.00	0%	$1,800.00	$216.00	$216.00	$216.00
19	LS-MSR	Mag Stripe Reader and Software	1	$300.00	0%	$300.00	$36.00	$36.00	$36.00
20	P-LP	Bar Code Label Printer and Software	1	$720.00	0%	$720.00	$86.00	$86.00	$86.00
21	LS-PC	Livescan Photo Capture Module Camera and SW	1	$2,500.00	0%	$2,500.00	$300.00	$300.00	$300.00
22	DFM-L-Trak	Three Point Trak Lighting System	1	$850.00	0%	$850.00	NA	NA	NA
23	DFM-18-BD	Delux 18% Grey Backdrop	1	$150.00	0%	$150.00	NA	NA	NA
24	DFM-LS-CM	Camera Pole Mount for Livescan	1	$240.00	0%	$240.00	NA	NA	NA
25	DFM-PT	Camera Pan and Tilt	1	$200.00	0%	$200.00	$24.00	$24.00	$24.00
26	CM-KIT-PALM	Silicon Pad/Cleaning Kit for Palm Livescan 5/5	1	$375.00	0%	$375.00	NA	NA	NA
27	CM-KIT-NP	Silicon Pad/Cleaning Kit for Non-Palm Livescan 5/5	1	$225.00	0%	$225.00	NA	NA	NA
28	PS-L1	Professional Services Hourly Rate - Level 1	1	$180.00	0%	$180.00	NA	NA	NA
29	PS-L2	Professional Services Hourly Rate - Level 2	1	$225.00	0%	$225.00	NA	NA	NA
30	PS-L3	Professional Services Hourly Rate - Level 3	1	$250.00	0%	$250.00	NA	NA	NA
31	PS-L4	Professional Services Ho'urly Rate - Level 4	1	$275.00	0%	$275.00	NA	NA	NA
32	PS-L5	Professional Services Hourly Rate - Level 5	1	$325.00	0%	$325.00	NA	NA	NA
33	LS-C	Pelican Case for Livescan (with Wheels)	1	$500.00	0%	$500.00	NA	NA	NA
34	LS-RC-FIXED	Ruggedized Cabinet	1	$2,540.00	0%	$2,540.00	NA	NA	NA
35	LS-TP-CP	FBI Approved Tenprint Card Printer and software	1	$1,920.00	10%	$1,728.00	$207.00	$207.00	$207.00
36	LS-ADI	Active Directory Integration (for livescan)	1	$2,500.00	90%	$250.00	$30.00	$30.00	$30.00
37	LS-SC	Signature Capture device with software	1	$480.00	35%	$312.00	$37.00	$37.00	$37.00
38	LS-2D-BCR	2D Bar Code Reader (DL Reader) with Software	1	$600.00	25%	$450.00	$54.00	$54.00	$54.00

Additional Offerings

Notes: Respondents for this product group must populate all cells. Cells must maintain their pre- set formats and data must be in the format provided. Make sure your populated cells and cells containing formulas do not show or cause error codes. Insert additional lines as needed.

Additional Software Options

1	LS-RDNA	RapidDNA Software Module for Livescan	1	$7,500.00	0%	$7,500.00	NA	NA	NA
2	LS-SOFT	Livescan Software Only	1	$9,500.00	0%	$9,500.00	NA	NA	NA

Additional Training costs

1	PS-L1	Hourly Training Rate - Virtual - Level 1	1	$180.00	0%	$180.00	NA	NA	NA
2	PS-L4	Hourly Training Rate - On-Site - Level 4	1	$275.00	0%	$275.00	NA	NA	NA

Additional Installation costs

1	PS-L2	Hourly Installation Rate - Remote Dial-In - Level 2	1	$225.00	0%	$225.00	NA	NA	NA
2	PS-L4	Hourly Installation Rate - On-Site - Level 4	1	$275.00	0%	$275.00	NA	NA	NA

Additional Customization Costs

PROVISION FOR FUTURE WORKFLOWS AND TEMPLATES

1	PS-L5	Hourly Rate for Customization/SW Development	1	$325.00	0%	$325.00	NA	NA	NA

Additional Value Added Costs

Additional Offerings

Notes: Respondents for this product group must populate all cells. Cells must maintain their pre- set formats and data must be in the format provided. Make sure your populated cells and cells containing formulas do not show or cause error codes. Insert additional lines as needed.

Services other than those specifically outlined in this solicitation that the Respondent believes offers Value-Added Services to the Department									
1	LS-EVOL-5150-10F-ID	Desktop/Mobile Livescan Non-Palm • DataWorks Plus Livescan and Mobile ID Software • Evolution 5150 Livescan Hardware • Tablet • Integrated Photo Capture w/ Tablet Camera • TEMPLATE (ID, QID, Future Functionality (DK, DU,ID-FBI Add on charge), CJA, N-CJA)	1	$14,460.00	0%	$14,460.00	$1,735.00	$1,735.00	$1,735.00
2	LS-IRIS	IRIS Capture Hardware/Software- Added to Livescan	1	$3,500.00	0%	$3,500.00	$420.00	$420.00	$420.00
3	LS-BL-FI	Biometric Login - Fingerprint FP Scanner and SW	1	$1,500.00	0%	$1,500.00	$180.00	$180.00	$180.00
4	LS-BL-FA	Biometric Login - Face Web Camera and SW	1	$1,500.00	0%	$1,500.00	$180.00	$180.00	$180.00
5	LS-BL-S	Biometric Login Server Software	1	$5,000.00	0%	$5,000.00	$600.00	$600.00	$600.00
6	LS-C-HA	Height Adjustable Ruggedized Livescan Cabinet	1	$4,200.00	0%	$4,200.00	NA	NA	NA
7	LS-C-HA-U	Upgrade Fixed Cabinet t Height to Adjustable	1	$1,660.00	0%	$1,660.00	NA	NA	NA
8	LMS-L1	Learning Management System - Level 1	1	$5,000.00	0%	$5,000.00	$600.00	$600.00	$600.00
9	LMS-L2	Learning Management System - Level 2	1	$10,000.00	0%	$10,000.00	$1,200.00	$1,200.00	$1,200.00
10	LMS-L3	Learning Management System - Level 3	1	$25,000.00	0%	$25,000.00	$3,000.00	$3,000.00	$3,000.00
11	LMS-L4	Learning Management System - Level 4	1	$50,000.00	0%	$50,000.00	$6,000.00	$6,000.00	$6,000.00
12	ID-EVOL-3-Paired-1F	Evolution 3 - Bluetooth Connect to Laptop	1	$1,900.00	0%	$1,900.00	$228.00	$228.00	$228.00
13	ID-EVOL-3-AIO-1F	Evolution 3 - All-in-One	1	$3,160.00	0%	$3,160.00	$379.00	$379.00	$379.00
14	ID-EVOL-4502-2F	Evolution 4502 2 Finger Wireless Handheld	1	$2,760	0%	$2,760	$331.00	$331.00	$331.00
15	ID-EVOL-5004-4F	Evolution 5004 4 Finger Wireless Handheld	1	$4,020.00	0%	$4,020.00	$482.00	$482.00	$482.00
16	ID-IB-USB-2F	IB Two Finger Scanner with DWP RapidID Software	1	$1,837.00	0%	$1,837.00	$220.00	$220.00	$220.00
17	ID-DW-SW	Dataworks RapidID-Software Only	1	$1,200.00	0%	$1,200.00	$144.00	$144.00	$144.00
18	GTM-DW-10	NIST GTM - Manage up to 10 Devices	1	$2,000.00	0%	$2,000.00	$240.00	$240.00	$240.00
19	GTM-DW-100	NIST GTM - Manage up to 100 Devices	1	$15,789.00	0%	$15,789.00	$1,895.00	$1,895.00	$1,895.00
20	GTM-DW-500	NIST GTM - Manage up to 500 Devices	1	$21,053.00	0%	$21,053.00	$2,526.00	$2,526.00	$2,526.00
21	GTM-DW-1500	NIST GTM - Manage up to 1500 Devices	1	$31,579.00	0%	$31,579.00	$3,789.00	$3,789.00	$3,789.00
22	GTM-DW-2000	NIST GTM - Manage up to 2000 Devices	1	$36,842.00	0%	$36,842.00	$4,421.00	$4,421.00	$4,421.00
23	GTM-DW-2500	NIST GTM - Manage up to 2500 Devices	1	$42,105.00	0%	$42,105.00	$5,053.00	$5,053.00	$5,053.00
24	GTM-DW-1500-2	NIST GTM - Manage up to 1500 Devices & 2 Concurrent NIST User Licenses	1	$52,632.00	0%	$52,632.00	$6,316.00	$6,316.00	$6,316.00
25	GTM-DW-2000-5	NIST GTM - Manage up to 2000 Devices & 5 Concurrent NIST User Licenses	1	$78,947.00	0%	$78,947.00	$9,474.00	$9,474.00	$9,474.00
26	PM-2	Digital Photo Manager (2 Licenses)	1	$10,000.00	0%	$10,000.00	$1,200.00	$1,200.00	$1,200.00
27	PM-5	Digital Photo Manager (5 Licenses)	1	$25,000.00	0%	$25,000.00	$3,000.00	$3,000.00	$3,000.00
28	PM-10	Digital Photo Manager(10 Licenses)	1	$40,000.00	0%	$40,000.00	$4,800.00	$4,800.00	$4,800.00
29	PM-25	Digital Photo Manager (25 Licenses)	1	$60,000.00	0%	$60,000.00	$7,200.00	$7,200.00	$7,200.00
30	PM-500	Digital Photo Manager (500 Licenses)	1	$350,000.00	0%	$350,000.00	$42,000.00	$42,000.00	$42,000.00
31	PM-UNLIMITED	Digital Photo Manager (Unlimited Licenses)	1	$500,000.00	0%	$500,000.00	$60,000.00	$60,000.00	$60,000.00
32	PM-ID-CARD	Digital Photo Manager ID Card Module	1	$2,500.00	0%	$2,500.00	$300.00	$300.00	$300.00
33	DWP-PVCID	PVC ID Card Printer Single Sided Printing	1	$6,675.00	0%	$6,675.00	$801.00	$801.00	$801.00
34	DWP-PVCID-D	PVC ID Card Printer Dual Sided Printing	1	$7,775.00	0%	$7,775.00	$933.00	$933.00	$933.00

FDLE ITN 2420
LiveScan Equipment and Software
Negotiation Topics

1. **FDLE has a critical timeline requirement that the LiveScan equipment must be delivered, installed, and invoiced on or before 9/15/2024. Considering this timeline, along with the potential for a large order of LiveScan devices, please detail your methods and strategies for ensuring on-time delivery and installation of the equipment. Additionally, provide insights into any potential challenges or mitigating factors that could impact the timeline and how you plan to address them.**

   RESPONSE: DataWorks Plus commits to implementing approximately 100 livescan systems prior to the deadline of 9/15/2024. This will require FDLE to issue an order in a timely manner. This commitment is supported by the President/CEO (owner of DataWorks Plus) and the entire executive management team. Our company has been working with FDLE for livescan system installations and providing on-going support for many years. Our knowledge and understanding about what it takes to implement an FDLE-approved livescan system, along with providing software updates and statute code updates, will be a tremendous advantage when deploying new livescan systems. We know exactly what is needed for both immediate and future livescan installations. This experience mitigates the risk of the unknown across all Florida customer sites, and will benefit our fast deployment of a large quantity of livescans.

   Our company has a strong track record for successfully implementing large, complex projects in an accelerated time frame. DataWorks Plus has the hardware inventory, the people (three located directly within FL, and a large team of people located at our corporate headquarters), and the processes in place to be confident we can implement all livescan system prior to the noted deadline. Any potential challenges are generally associated with DataWorks Plus waiting on information needed from the customer.

   DataWorks Plus provided a detailed overview of several projects that had a very aggressive installation schedule that was successfully implemented. The largescale projects include Tennessee TBI, LA County, Pennsylvania, and Florida Department of Corrections. As a nimble and versatile company, these largescale project types are exactly where we excel the most. With all site installations, DataWorks plus will serve as a low-risk provider for FDLE, all at a competitive price.

Additionally, our commitment to provide customized training videos prior to customer installations will be a tremendous asset to the installation and "go-live" process for each livescan system customer.

In addition, we honor all responses/discussions that were recorded in the negotiation meeting.

2. **FDLE acknowledges that some contractors may have business relationships where they sell LiveScan software separately from hardware, or vice versa. If your company engages in such arrangements and plans to rely on other entities for the sale of hardware or software when supplying to the State of Florida, FDLE requests copies of these contracts for review. We aim to ensure that the State receives both products and that the Contractors involved have a strong and reliable working relationship with each other.**

   RESPONSE: This question is not applicable to DataWorks Plus.

3. **If your company sells the LiveScan software and hardware separately, please explain to FDLE how the maintenance agreement on the equipment and software configuration functions. Will there be one comprehensive maintenance agreement covering both components or will there be separate agreements for the hardware and software? Additionally, provide details on the scope of maintenance services included in these agreements, including any potential differences in coverage or support levels between the hardware and software.**

   RESPONSE: This question is not applicable to DataWorks Plus.

4. **In addition to the provision of training manuals for each unit ordered, including updates, as outlined in Section 2.3, Subsection 2.3.7 of the ITN contract requirements, FDLE would like to inquire about other means available to the contractor for disseminating instructional and maintenance information to FDLE and other Eligible Using Units (OEUs). Specifically, what mechanisms does the contractor have in place to ensure that FDLE and OEUs receive timely updates, bulletins, revisions, and corrections related to the equipment and software supplied? Additionally, please provide details on any online resources, customer portals, or other platforms used by the contractor to facilitate ongoing support and information dissemination.**

RESPONSE: In addition to in-person training, DataWorks Plus can offer self-service training resources, such as online help files and instructional video training. User and Administrator training manuals are also available to users and can be provided in electronic or hard-copy format. DataWorks Plus will tailor these training materials to meet the specifications defined within the ITN.

Online-viewable training materials, such as instructional videos, can be hosted via the agency network and accessible by authorized users within a standard web browser from any agency-networked PC. If the agency has purchased our optional Learning Management System (LMS), then a certification process can be built directly into these hosted training materials.

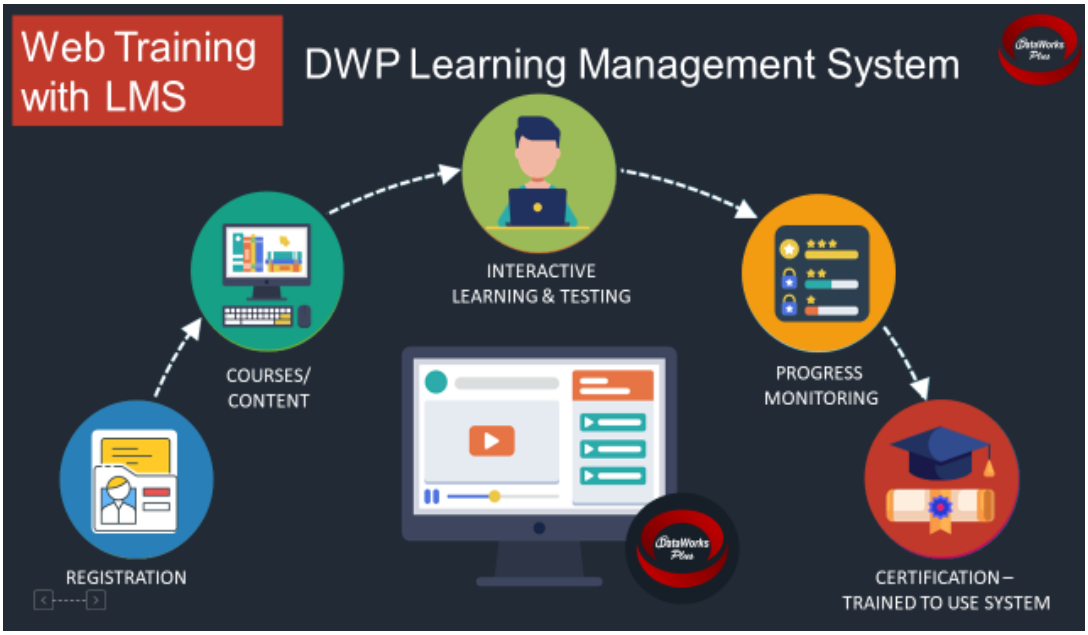
The livescan training manual is embedded in the Livescan system software.

AS DISCUSSED DURING THE NEGIOITATION MEETING, DATAWORKS, AT NO ADDITIONAL COST, WILL PROVIDE CUSTOMIZED TRANING VIDEOS. This will be extremely valuable with the initial roll-out of the livescan systems as well as on-going training.

Learning Management System (LMS)

As an option, DataWorks Plus has developed an LMS software application that will deliver, monitor and track training to ensure that all users have completed a minimum basic level of training before accessing a DataWorks Plus system. LMS presents interactive educational content to users, then tests their level of acquired knowledge.

- **Streamlined User Registration Process**
- **Video Tutorials, Interactive Learning & Testing**
- **Convenient Accessibility—Users can access from anywhere and at any time**
- **Automated Grading, Reports, & Certificate Issuance**
- **Ensure Compliance Training**
- **Tracking—Track Progress, scores and overall performance**
- **Supports Personalization—Individualize training experience for specific user groups**
- **Reduce learning costs**
- **Refresher Training**



In addition, we honor all responses/discussions that were recorded in the negotiation meeting.

5. **Under Section 2.3, Subsection 2.3.8, Letter B of the ITN contract requirements, FDLE seeks clarification regarding the provisions for additional training beyond the initial session provided at no charge. Specifically, if additional training is required or requested beyond the initial session, we request details on what is included in the rate provided in the Price Reply additional offerings tab. Please provide information on the scope of additional training sessions, including duration, and any associated materials or resources provided. Additionally, clarify any limitations or conditions associated with the provision of additional training services.**

   RESPONSE: DataWorks Plus can re-distribute written documentation for the LiveScan Plus system to any customer site on an as-needed basis. The documentation can be sent in both hardcopy and electronic formats in accordance with the customer agency's specific needs.

   DataWorks Plus will provide full written documentation for the LiveScan Plus system. This will include manuals for all application software and system hardware such as a Site Preparation Guide, Administrator Guide, User Guide, and any contract-specific documents developed as part of the program plan.

User guides include a system overview, application interface basics, and detailed instructions for using all modes of operation for the livescan workstation. Instructions describe the workstation screens and provide step-by-step procedures for completing workstation tasks. Administrator guides cover hardware, software, communications, diagnostics, monitoring system activity, reporting, backup and recovery, and maintenance.

Online help manuals are included in the software and can be used at any time to assist users in navigating the software. Users can click on "help" from the application and search for information as needed. In addition, these manuals can be printed as necessary and used in any future training classes as needed.

If customer cannot find info or needs more information they can the 24/7 call center for assistance.

In addition, we honor all responses/discussions that were recorded in the negotiation meeting.

6. **In adherence to the terms outlined in the ITN contract requirements, particularly concerning the availability of additional or replacement instructions and maintenance manuals, FDLE seeks confirmation from the Contractor regarding their willingness to provide such materials upon request. Specifically, we request clarification on the methods by which these additional or replacement manuals will be made available, whether in hardcopy or electronic format. Additionally, please provide details on the process for requesting these materials, including any associated fees or charges, and the expected timeline for fulfillment of such requests.**

   RESPONSE: Customers under a DataWorks Plus maintenance contract receive minor software updates, such as patches, hotfixes, and compatibility fixes for free. Upgrades that involve the addition of new software or hardware functionality, such as major software version releases or additional software modules, must be purchased by the customer. General maintenance update installation is provided at no cost to the customer, and most updates can be implemented remotely. DataWorks Plus will coordinate release updates with each agency. The agency will then communicate with any necessary vendors or users. DataWorks Plus' Support Center staff will handle all update installation. Please note the customer is to provide remote access during the installation and warranty period. Prior to installation, connectivity for remote access has to be tested and working.

In addition, we honor all responses/discussions that were recorded in the negotiation meeting.

7. **In alignment with the expectations outlined in the ITN contract requirements, particularly regarding software update services, FDLE seeks confirmation from the Contractor regarding the scope of these services. Specifically, we expect software update services to encompass various components, including the provision of software patches, updates required by Florida law, administrative rule, FDLE policy and/or standards, modifications to comply with the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy (CJISSECPOL), National Crime Information Center (NCIC), Nlets, and new version releases. If any of these requirements cannot be met, please provide a detailed explanation outlining any limitations, constraints, or alternative approaches proposed by the Contractor to address these needs.**

   RESPONSE: Typically, DataWorks Plus requires the customer to provide Operating System patch updates. Though the ITN specification did not require this, we committed to providing these for our livescan customer that purchased via the new contract.

   In addition, we honor all responses/discussions that were recorded in the negotiation meeting.

8. **Following the ITN contract requirements, particularly concerning future workflows, template enhancements, and additional modifications, FDLE requests clarification from the Contractor regarding the provisions for addressing such requirements. Specifically, if additional modifications and associated costs are required or requested beyond the standard scope of services, we seek an explanation of what is included in the rate provided in the Price Reply under the header 'Additional Customization Costs'. Please provide details on the scope of additional modifications covered by this rate, including any associated costs, timelines, and any limitations or conditions associated with the provision of these services.**

   RESPONSE: DataWorks Plus commits to support future functionality that is published by FDLE in a new ICD. DataWorks Plus will provide this at no additional cost to FDLE. All DataWorks Plus customers that are under warranty or have a

maintenance contract will receive the software at no additional cost. The only cost will be labor hours that are needed for the software upgrade or additional training.

In addition, we honor all responses/discussions that were recorded in the negotiation meeting.

9. **In order to ensure full transparency and understanding of the financial implications associated with the procurement, FDLE requests clarification from the Contractor regarding the presence of any hidden costs or additional fees. Specifically, we seek confirmation on whether there are any undisclosed expenses or fees that may arise throughout the duration of the contract (e.g., freight costs, shipping costs for replacement parts, etc.). Please provide details on any potential hidden costs or additional fees, including their nature, scope, and the circumstances under which they may be incurred. Additionally, clarify any mechanisms in place for notifying FDLE of such costs in advance.**

   RESPONSE: Our price does not have hidden costs. It is a turn-key system. Supplies are not included (printer cartridges/paper). For interfaces, the price is for the DataWorks Plus potion of the interface. The JMS or RMS vendor may have additional charges. Anything that is mounted to an agency facility is not covered by DataWorks Plus. Power and network connectivity must be provided by the customer.

   In addition, we honor all responses/discussions that were recorded in the negotiation meeting.

10. **FDLE seeks confirmation from the Contractor regarding the pricing outlined in the Tenprint Price Reply Tab, ensuring it encompasses the comprehensive cost for the LiveScan software, hardware, and peripherals as a complete 'turn-key' solution. We require clarification that the proposed model aligns precisely with the specifications outlined in the ITN contract requirements and does not necessitate any additional hardware to fulfill the stipulated functionalities.**

    RESPONSE: Confirmed. DataWorks Plus understands FDLE requires a turn-key system with a three-year warranty.

In addition, we honor all responses/discussions that were recorded in the negotiation meeting.

11. **In addition to confirming the pricing and completeness of the proposed solution, FDLE requests that the Contractor specify the single model they believe best fits the requirements outlined in the ITN. Please provide details on the selected model, including its specifications, capabilities, and how it meets the needs of the ITN contract requirements. Additionally, highlight any unique features or advantages that make this model particularly well-suited for FDLE's needs.**

RESPONSE: The single model that we recommend for project success is detailed in the AMENDED BAFO ATTACHMENT K spreadsheet. Under the "TENPRINT" Tab. Line 1 and 2 detail the single best solution that support the template and workflows detailed in the ITN. Line item 3,4,5 and 6 details items that meet the ITN specifications but were not mentioned in the workflow section. As we discussed, line item 3, 4, 5 and 6 are not always requested by a livescan customer. For example, some customers may purchase multiple livescan systems, but only require one printer that is shared by all livescans. For a criminal livescan, Drivers License reader is typically not needed because the inmate will not have their driver's license at time of booking. Some customers like Active Directory integration and others don't. As individual line items, customers can select what is needed and the not have to pay of items that they do not need.

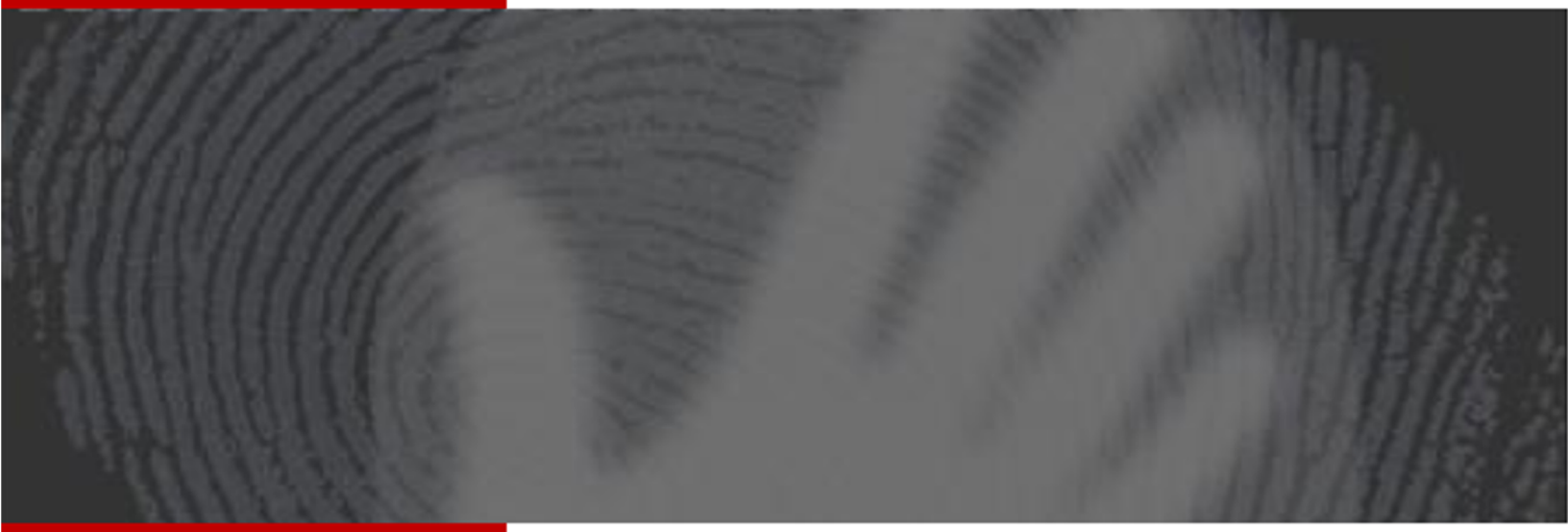
In addition, we honor all responses/discussions that were recorded in the negotiation meeting.

12. **FDLE aims to ensure vendors' comprehension of the pricing structure outlined in the Price Reply worksheet. Specifically, we seek confirmation that vendors understood the requirement to provide the contract price of the devices, inclusive of a three-year warranty, which remains fixed for the duration of the contract. Additionally, vendors should clarify their pricing strategy for each renewal year, ensuring that it continues to include the three-year warranty. This ensures transparency and consistency in pricing throughout the contract term. Please provide insights into your understanding and approach to pricing in alignment with these requirements.**

    RESPONSE: DataWorks Plus fully understand the price structure required by FDLE. Agencies that purchase from the state contract will be guaranteed a three-year warranty as well as the option to purchase up to three additional years maintenance contract. Example, if an agency purchases a livescan system one day prior to expiration of the contract, they will receive the same warranty and maintenance options as though they purchased the livescan on day one of the contract.

    In addition, we honor all responses/discussions that were recorded in the negotiation meeting.

VOLUME ONE: Technical Replies



Attention:
Angela Githens
FDLE Off-Site Mail Facility
c/o Florida Department of Law Enforcement
Office of General Services
813B Lake Bradford Road
Tallahassee, FL 32304

DataWorks Plus

Solicitation Number: FDLE-ITN-2420

Title: LiveScan Equipment and Software

Reply Opening: 4/15/2024 @ 3:00 PM ET

VOLUME ONE: TECHNICAL REPLY

DataWorks Plus Contact:
Rick Johnson
Vice President
864-672-6791
rjohnson@dataworksplus.com

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1.1 Reply Cover Letter

April 10, 2024

Angela Githens
Office of General Services
Florida Department of Law Enforcement
813B Lake Bradford Rd.
Tallahassee, FL 32304

Submission for:	FDLE-ITN-2420: LiveScan Equipment and Software
Respondent:	DataWorks Plus
Address:	728 N. Pleasantburg Dr. Greenville, SC 29607
Phone/Fax:	864-430-7981 / 864-672-2787
Representative:	Rick Johnson, Vice President, rjohnson@dataworksplus.com

Dear Procurement Officer Githens,

DataWorks Plus is pleased to submit this response to the **FDLE-ITN-2420, LiveScan Equipment and Software for the State of Florida Division of Law Enforcement.** We have carefully reviewed the ITN and our proposed solution full adheres to all requirements and specifications. Our proposed solution is FBI certified and meets all current NIST standards. With f experience as a Florida livescan provider under previous FDLE State Contracts, we are confident that our proposed hardware and software options will meet or exceed all of your agency's needs.

DataWorks Plus will not require the use of any subcontractors for this project.

DataWorks Plus offers support for all aspects of product delivery and ongoing support. System implementation and ongoing maintenance and support will be conducted from our headquarters located in Greenville, SC. Additionally, we have 3 Florida in-state customer support engineers, allowing rapid support for any location within the state, even when on-site assistance is needed. DataWorks Plus' employees have substantial expertise in equipment and services and a long-standing history in Florida law enforcement and identification systems.

Thank you for the opportunity to submit this bid response and for your consideration of our LiveScan Plus product and professional services. We look forward to providing you technology and support for many years to come. Please feel free to contact me if I can help you in any way.

Sincerely,

Rick Johnson
Vice President
864-430-7981
rjohnson@dataworksplus.com

ATTACHMENT B
LIST OF SUBCONTRACTORS

Each Respondent shall submit with its response a list of the subcontractors who will perform work under the contract that is expected to result from this solicitation. The Respondent shall have determined to its own complete satisfaction that a listed subcontractor has been successfully engaged in performing the services required under the resulting Contract and is qualified to provide the services for which the subcontractor is listed.

In the event that no subcontractor will be used, this form shall be returned indicating "No Subcontractors wll be used."

NO SUBCONTRACTORS WILL BE USED: ☑

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone #	

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone #	

Subcontractor Name:	
Product or Services Provided	
Address:	
City and Zip	
Phone:	

***Authorized Representative's Signature**

Rick Johnson, Vice President

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the Respondent.**

2. Corporate Capabilities

2.1 Background

DataWorks Plus was founded in 2000, has 99 employees and is privately held (owned by one individual who is actively involved in day-to-day operations). Our mission is to provide our customers with top-of-the-line products, versatile applications, and only the best customer service. The DataWorks Plus' team is comprised of the most experienced executives, engineering, service and sales professionals in the business. DataWorks Plus is headquartered in Greenville, SC, with satellite sales offices located in California, Pennsylvania, and South Carolina, and service offices in Alabama, California, Colorado, Florida, Michigan, Minnesota, New Jersey, New York, North Carolina, Pennsylvania, and Tennessee.

> DataWorks Plus was formed in 2000 as a company with a mission to provide our customers with top-of-the-line products, versatile applications, and only the best customer service.

Our knowledgeable and friendly support team is available by phone or e-mail to address any troubleshooting needs your agency may have at any time. DataWorks Plus also offers extensive and ongoing training for our products, utilizing a "train-the-trainer" approach, ensuring that your agency has someone on staff capable of training new users in all of the functionality of the installed DataWorks Plus systems.

DataWorks Plus' dedication to providing law enforcement and criminal justice agencies with the most cutting-edge technology, most intuitive and customizable applications, and most attentive and knowledgeable customer service/support staff in the industry is what the company is built upon. With such a strong foundation, DataWorks Plus is the premier solution provider in the industry today.

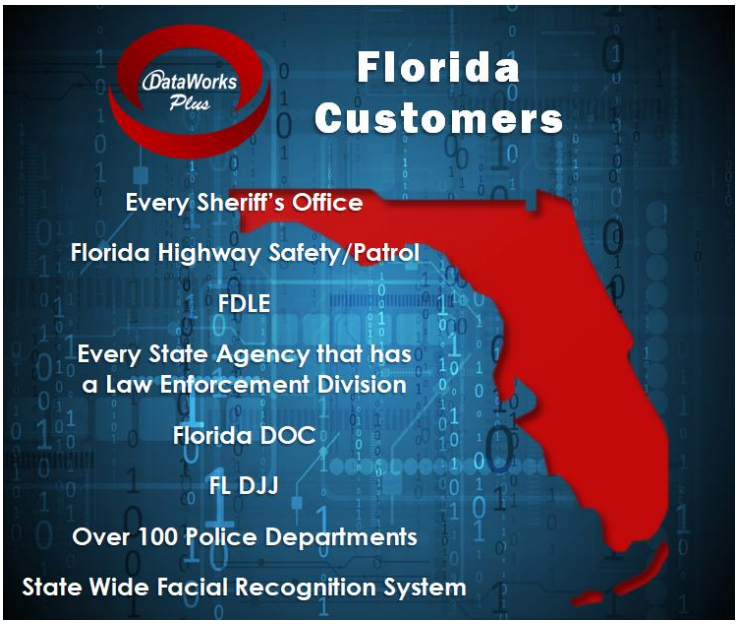
DataWorks Plus anticipates five employees (per contract sale) will be engaged in activities relevant to this ITN. 1. Sales, 2. Administration, 3. Project Management, 4. Installation/Training and 5. Regional Customer support engineers. If software development is needed, DataWorks Plus will engage software developers.

2.1.1 DataWorks Plus Customers

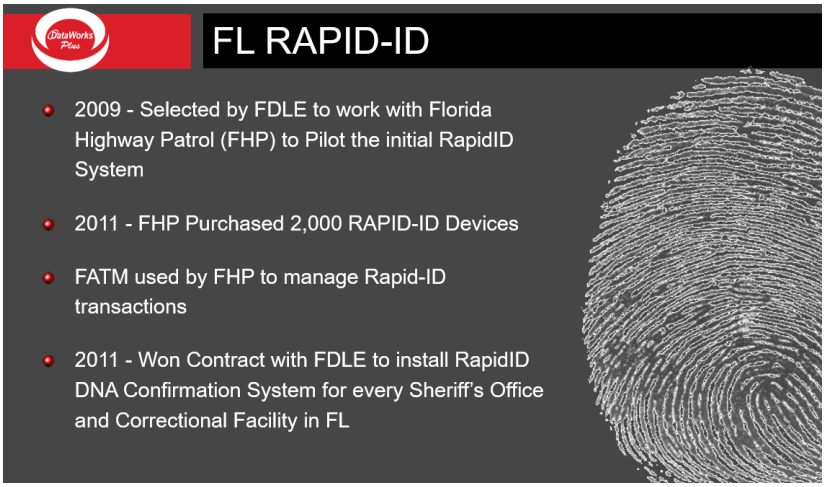
DataWorks Plus provides solutions to more than 3,000 criminal justice and law enforcement agencies, both large and small, in approximately 42 states and to the country of New Zealand. DataWorks Plus' commitment to customer satisfaction is evident in the customization capabilities of its products. We realize no two law enforcement or criminal justice agencies operate under exactly the same set of circumstances. Because of this, DataWorks Plus' products can all be customized to meet an agency's individual needs and preferences. DataWorks Plus' products can be effective for any size agency, whether an agency is a small-town sheriff's department or a nationwide organization.

2.1.1.1 Florida Customers

DataWorks Plus' Florida customers include all Sheriff's Offices statewide, Department of Juvenile Justice, Florida Department of Corrections, Florida statewide facial recognition system, Florida Highway Safety, and over 100 Police Departments.

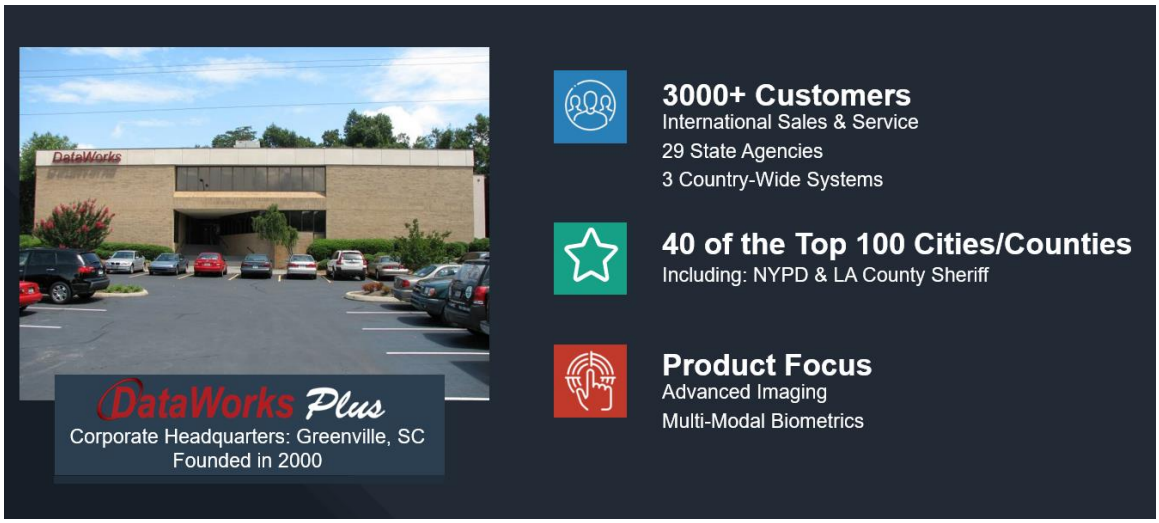


DataWorks Plus also worked closely with FDLE and FHP to pilot the first mobile RapidID system. Additionally, we worked closely with FDLE and Leon County to pilot the first livescan system that is tightly integrated with both vendors that provide RapidDNA devices. This functionality is expected to grow quickly as the Florida Sheriff's Association has obtained grant funding for Livescan and RapidDNA. DataWorks Plus has implemented Livescan/RapidDNA functionality for three counties and is currently implementing three more. Lastly, FDLE selected DataWorks Plus to implement the statewide RapidID DNA confirmation project. This system was quickly and successfully delivered to every sheriff's office in the State of Florida.



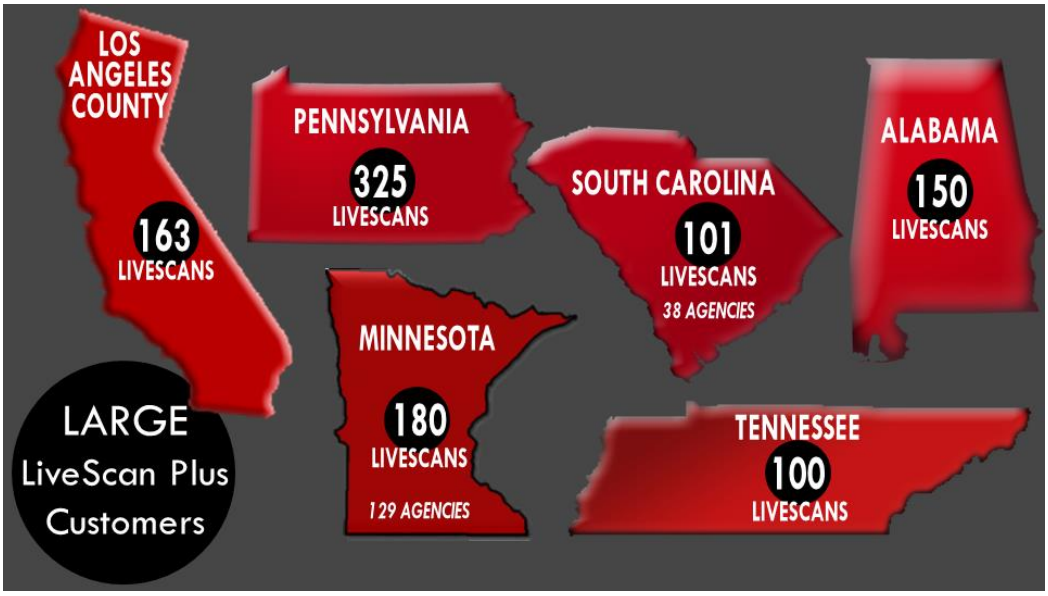
2.1.1.2 Additional Customer Base

In addition to the state of Florida, DataWorks Plus has over 3,000 customers, including 29 statewide agencies, and 3 country-wide systems. Our customer base includes 40 of the top 100 Cities / Counties in the country, including NYPD and LA County Sheriff's Office. For livescans, we have provided and supported well over 1,390 livescan systems nationwide, including State Contracts for AZ, MN, NY, TN and PA. Our LiveScan Plus system has been certified within the states of AL, AR, AZ, CA, CO, FL, GA, ID, IL, KS, MI, MN, NC, NJ, NV, NY, OH, OK, OR, PA, SC, TN, TX, WA, and WI. Our highly-versatile LiveScan Plus application is customized for each state or agency implementation in full accordance with local, state, and federal specifications.



2.1.2 LiveScan Plus Experience

DataWorks Plus has been providing livescan systems for 23 years - over 1,390 LiveScan Plus workstations to over 620 agencies nationwide, with clients ranging from single-site local agencies up to statewide and regional livescan contracts spanning dozens of agencies.



We have been selling and implementing livescan systems in Florida for over 18 years. Within Florida alone, DataWorks Plus has successfully developed, installed, and maintained over 70 of the proposed LiveScan Plus systems to more than 40 different agencies. As a solution provider under the previous FDLE Livescan state contract, DataWorks Plus installed hundreds of systems with quick delivery, quick implementation and on-going support.

DataWorks Plus was selected to be included in the last FDLE state contract for livescan systems. DataWorks Plus successfully implemented a lot of systems under the last FDLE state contract. Throughout these implementations, DataWorks Plus has performed all development, installation, training, and ongoing maintenance with high customer satisfaction. DataWorks Plus was also committed to providing customers with software updates based on changes that were made by FDLE. This strong track record and deep familiarity with Florida ICD specifications, booking templates, and workflows will allow DataWorks Plus to provide a high-quality, low-risk solution to FDLE that cannot be matched by most vendors.

The versatility and reliability of our LiveScan Plus system stems from the following key benefits:

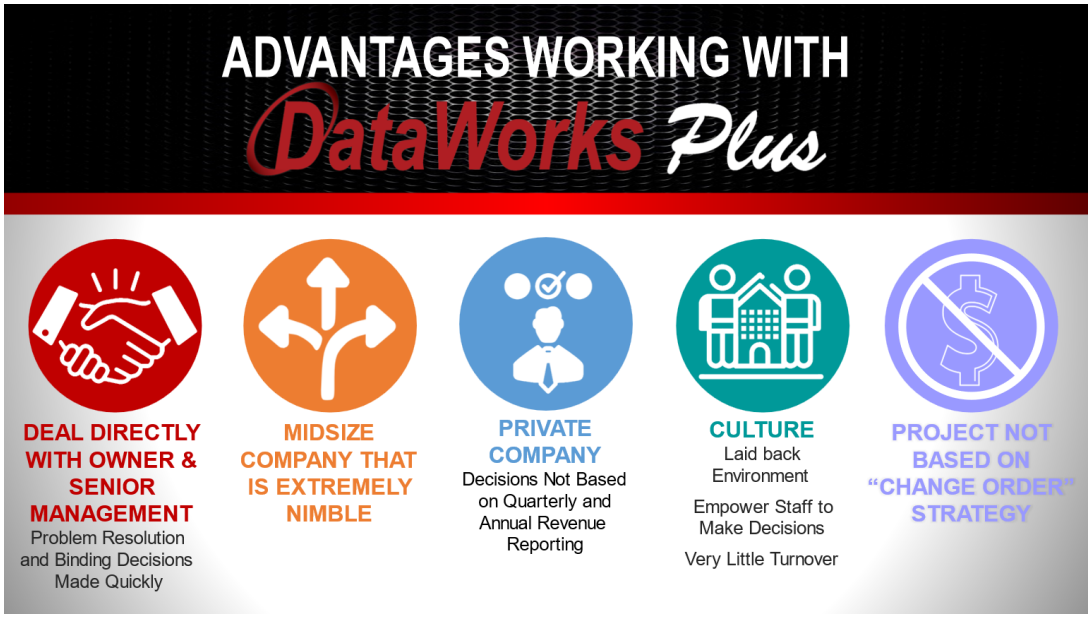
1. **Open Architecture with Microsoft SQL Databasing:** Our proposed LiveScan Plus system utilizes standard Microsoft SQL databasing technology for the system's database, in which none of the data fields or data tables are hardcoded. This allows DataWorks Plus to extensively configure all data fields, screen layouts, charge codes, forms, and validation protocols at any time, without the need for additional development or coding. Not only does this grant increased abilities for interfacing with agency JMS /

RMS with data uniformity, but it ensures ongoing compliance with future Template / ICD updates released by the State of Florida.

2. **Hardware-Agnostic Scanner Compatibility:** Rather than locking agencies into a scanner device from a single manufacturer, DataWorks Plus has strategically partnered with several industry-leading scanner manufacturers, allowing agencies to pick from a broad array of FBI-certified devices. Every agency is different, and under our previous FDLE State Contract implementations, this hardware-agnostic approach has allowed us to work with agencies individually to find the best possible hardware for the job at the lowest possible cost.
3. **Localized Support w/ Remote & On-Site Assistance:** In addition to our fully-staffed Support Center which is available 24 hours a day, 7 days a week, 365 days a year for remote support assistance, DataWorks Plus has employed and strategically located 3 Customer Support Engineers within the state of Florida which can provide rapid on-site support for any issues which cannot be solved remotely.
4. **Secure FBI CJIS-Compliant Data Management:** To ensure ongoing FBI CJIS Security Policy compliance with our LiveScan Plus system, DataWorks Plus utilizes several methodologies for both data and image protection. These include role-based multi-factor authentication, data / image encryption both at-rest and in-transit, and in-depth training and CJIS certification for all personnel working on the LiveScan Plus system. All assigned personnel are required to be CJIS certified and to undergo FBI background checks in accordance with local agency policies. Additionally, DataWorks Plus has undergone a full company SOC2 audit, granting our company SOC2 compliance certification for all internal and external security controls.
5. **Expandable / Modular Products:** With DataWorks Plus, all products are designed so that they can be seamlessly integrated or expanded in modular fashion to give agencies the strongest booking and investigative toolsets possible. For example, the booking photos captured by our LiveScan Plus system can be used to build a full image enrollment repository for Facial Recognition. Iris Capture and matching can also be integrated within the photo capture process. Our NIST Manager plus system can convert all fingerprint records into a fully-digitized, FBI-approved fingerprint archive, effectively eliminating the need for hard-copy printing costs. We also offer multiple FDLE-certified Mobile-ID devices, some of which can integrate full livescan tenprint capture and Mobile-ID biometric identification into a single tablet-based device. By using these optional products in tandem with our proposed LiveScan Plus system, agencies can obtain some of the most powerful and versatile combinations of investigative and booking toolsets on the market.

2.1.3 Advantages of Working with DataWorks Plus

DataWorks Plus has been profitable every year since inception and continues to be highly profitable every year. As a privately held company our business decisions are based on the best interest of our customers. We have no pressure to generate quarterly or annual income for outside investor returns. This allows us to take a laid-back and no-pressure approach for sales, project implementations and on-going support. In addition, our customers have direct access to the owner and all of the executive staff of DataWorks Plus.



DataWorks Plus is positioned to assist all sizes of agencies with products and solutions for technology and service gaps. As experts in our field, DataWorks Plus can provide flexible solutions tailored to existing workflows and processes. This allows agencies to transition from existing systems to new or additional technologies without compromising current investments. DataWorks Plus has developed strategic relationships with product hardware and software suppliers, such as NEC, IDEMIA, Integrated Biometrics, Crossmatch, and Rank One, in order to achieve a completely open approach when recommending the best possible hardware and software solutions for our customers' projects.

2.1.3.1 Right Sized Company with the Right Corporate Philosophy

DataWorks Plus' commitment to customer satisfaction is evident in the customization capabilities of its products. We realize no two law enforcement or criminal justice agencies operate under exactly the same set of circumstances. Because of this, DataWorks Plus' products can all be customized to meet an agency's individual needs and preferences. DataWorks Plus' products can be effective for any size agency, whether an agency is a small-town sheriff's department or a nationwide organization. DataWorks Plus is a nimble company that reacts very quickly to customer needs. From quick implementation, to support issues, to changing our products to meet specific customer needs, to custom-designed applications, DataWorks Plus will do what it takes to make our customers happy. And, as a privately held company, DataWorks

Plus makes day to day decisions based on what is right for the customer. We believe DataWorks Plus provides more options and more flexibility than any other vendor. In addition, our products and services provide the following:

- Financially Sound
- United States Owned Company with Headquarters in Greenville, SC
- Experience implementing large regional, statewide, & country wide systems
- Proven and Low Risk Implementation
- Extensive Customer Base with Proven Products
- Ability to Easily Customize Software to Meet Agency Needs
- Easy to Work With
- Track Record of Excellent Customer Service

2.1.3.2 US-Based Company

DataWorks Plus is a United States based company that is privately owned. Our DataWorks Plus Support Center technicians operate from within the DataWorks Plus company headquarters in Greenville, SC, without any outsourced personnel.

2.1.3.3 Developer Qualifications

Our projects range in scope from individual counties to full, statewide implementations. Our developers have created numerous complex interfaces to various vendors live scan devices, MDT Solutions, AFIS, Employee ID Card Systems, RMS and CJIS systems, teaching our developers advanced interfacing techniques, such as the use of ODBC/Stored Procedures, Share File, Web Services and others. Our developers also have gained knowledge to integrate with many vendors' databases, including Oracle, SQL Server, and many others on various platforms such as AS400, IBM Mainframe, UNIX, VMS, Burroughs/Unisys Mainframe OS, Novell and Windows.

2.1.3.4 Nimble and Low-Risk Provider

DataWorks Plus understands that the long-term stability of a product requires long-term stability of the company providing it. By maintaining a vision of stability and growth, we have seen the scope of the projects undertaken by DataWorks Plus steadily increase from single standalone systems in small agencies, to multi-agency networked regional solutions, to statewide contracts containing hundreds of agencies with actively-used DataWorks Plus products. As a result, our Support Center technicians, development, and engineering staff have grown in both number and expertise to ensure optimal long-term functionality of all systems we install. We are aware of the critical need for any potential vendor's financial stability and ongoing support capability to be thoroughly evaluated by your agency. As such, we are confident that we can develop, install, and maintain our proposed products for your agency.

2.1.4 Future, Long Term Vision and Strategic Plans

Our customers vary from large statewide and countrywide contracts (Alabama, Minnesota, Pennsylvania, Tennessee, and New Zealand), to county / regional contracts (Los Angeles, San

Luis Obispo, SC DOC, and SC PPP), to small police department contracts. DataWorks Plus will continue to service this market exclusively, with ongoing research to improve system capability and scalability.

Future, Long Term Vision and Strategic Plans	
	DataWorks Plus will continue to improve the performance, reliability, scalability, and functionality of its products.
	DataWorks Plus will seek to integrate the best quality FBI-certified livescan hardware via strategic partnerships with industry-leading scanner manufacturers.
	DataWorks Plus will expand its products to work on different device types, networks, operating systems, and databases.
	DataWorks Plus will continue development of new products that better meet the needs of the public safety market.
	DataWorks Plus will continue to improve electronic submission capability of data and images between multiple agencies.
	DataWorks Plus is committed to supporting current and future changes to ICD requirements.

2.1.5 Why You Should Choose DataWorks Plus

We believe DataWorks Plus has provided more options and more flexibility than any other vendor. In addition, our products, services and personnel provide the following:

We welcome the opportunity to provide your agency with a hands-on demonstration of our products. We also highly encourage you to call current DataWorks Plus customers to validate that our customers are extremely pleased with our people, our products and our support. In closing, DataWorks Plus is confident that we have the experience, commitment, knowledge, resources and products to provide the best possible solution for your agency.

2.2 Relevant Experience

Respondent is to describe prior experience with project(s) involving the hosting and operation of similar instrumentation and solution that meets all functional, technical, and security requirements specified in this ITN. Respondent shall include at least three (3), but no more than five (5) projects and limit descriptions to no more than three (3) pages per project. Projects should have been worked in the last five (5) years.

At DataWorks Plus, we view ourselves not only as application developers, but also as a solid system integrator, using a combination of best-of-breed solutions from third party providers, our own commercial-off-the-shelf software, and some custom development to provide the best available working environment for our customers. DataWorks Plus has carefully reviewed the ITN and we can provide a solution that utilizes industry-leading technology to meet your agency's functional, technical and security requirements. DataWorks Plus has provided descriptions of the projects implemented at the three reference agencies listed on Attachment G. In addition, we have provided information about the FDLE state-wide DNA confirmation project and description of additional projects at FDLE and in the State of Florida.

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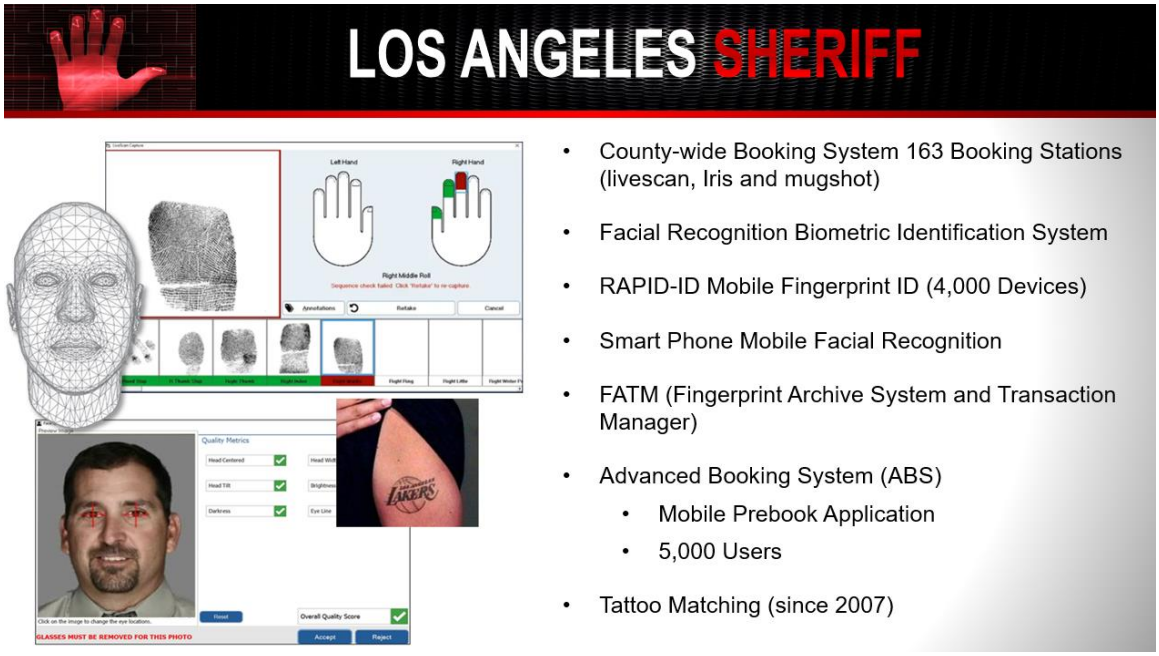
2.2.1 Los Angeles Sheriff's Department (LASD)

DataWorks Plus has implemented multiple solutions for LASD, including a countywide livescan system, which includes centralized management (LCM), mugshot system, facial recognition, fingerprint archive, mobile transaction controller, and biometric login.



2.2.1.1 LiveScan Plus

After a competitive bidding process, DataWorks Plus was awarded a $17.5 million project to deliver over 160 of our LiveScan Plus booking workstations to several agency sites throughout the county. Our existing Digital PhotoManager mugshot application has been in use by the LASD for over 10 years with ongoing support and functionality updates, including our latest addition of the "Prebook" ABS (which won a technology award). Our Prebook ABS is uniquely designed to allow demographic data to be entered for arrestees upon a mobile device while officers are still in the field. This data is then auto-populated into booking records within the LiveScan Plus application once the individual has been taken on-site for fingerprint booking and processing. DataWorks Plus thoroughly configured all livescan data fields and ToTs in accordance with local and state specifications.

LA Livescan Management System

- LCM keeps a copy of all records captured by livescans including fingerprints, demographic data, photos, and Iris
- LCM provides a Web Application for record search and retrieval, lineups, and Tattoo- facial recognition
- Centrally manages Livescans OS/Patches and Virus (reduces maintenance)
- Centrally manage Livescan Application upgrades and Configuration (reduces Maintenance)
- Records User Activity Tracking and reporting (Central Management and reduces maintenance)
- System Status Dashboard for Record Statistics
- Manages Notifications and Bulletins
- ** Receives all EBTS TOT Transactions, records transactions, interfaces with NGI and returns responses to the originating device (reduce maintenance)
- ** Interfaces with all Livescans, RapidID devices, and other applications that use EBTS TOTs as a store and forward
- ** Manages Users Credentials (interfaces with all Agency Active Directories) and Permissions to use applications, TOTs, and functions within applications, databases, etc.
- ** Local Area Coordinator Web Interface so each agency can manage its own users (reduces Maintenance)
- ** Manages System Status Livescans Online, Interfaces Online, etc. (Reduce Maintenance)

2.2.1.2 RAPID-ID Mobile Fingerprint Identification with Mobile Facial Recognition

After a competitive bidding process, DataWorks Plus was awarded the Mobile ID / Mobile Gateway Solution for Los Angeles County Regional Identification System (LACRIS) Unit, which resides in the Los Angeles County Sheriff's Department. This project included delivery and setup of a central server and a minimum of 2,100 mobile ID devices. Previously (since 2014), DataWorks Plus had provided the Los Angeles County Sheriff's Department with a mobile fingerprint system utilizing over 700 third-party devices and had taken over the management of an existing fleet of 4,000 mobile devices. LA County Sheriff's Department was transitioning to a new AFIS system and wanted to preserve their investment in their existing mobile technology. DataWorks Plus provided a mobile gateway consisting of a Mobile ID reporting module, Transaction Controller, FBI/RISC portal, and local and state AFIS submissions. The reporting module features a live transaction monitor whereby administrative users can see in real time the searches being submitted and their results. It also includes monthly administrative reporting that provides information about how many searches are being conducted, what percentage of them are hits, and what is the final disposition of the match. This provides the agency with critical information on their booking statistics. A component of this also includes an iOS, Android, and Window 8 mobile facial recognition client to tie into the county's existing facial recognition engines.

2.2.1.3 Tattoo Recognition

DataWorks Plus has designed, developed and implemented tattoo recognition software, in which biometric searches can be performed against Scars, Marks, and Tattoo (SMT) images. Results from tattoo matching queries can be sent to any authorized individuals via email

notification. DataWorks Plus has implemented tattoo recognition (along with FACE Plus facial recognition) for Los Angeles County (California). The server includes 2 million templates for the registration of tattoos. Agency staff members are able to use the tattoo matching to locate any matching tattoo images already in the system. This is especially helpful to locate a specific suspect with a unique tattoo or to locate gang members who have the same tattoo.

2.2.1.4 Support and Maintenance

DataWorks Plus provides 24x7 maintenance to LASD for the following products: Digital PhotoManager, NIST Manager, WebWorks, NISTWorks, Facial Recognition, and interfaces. We also have a local technician available for onsite support.

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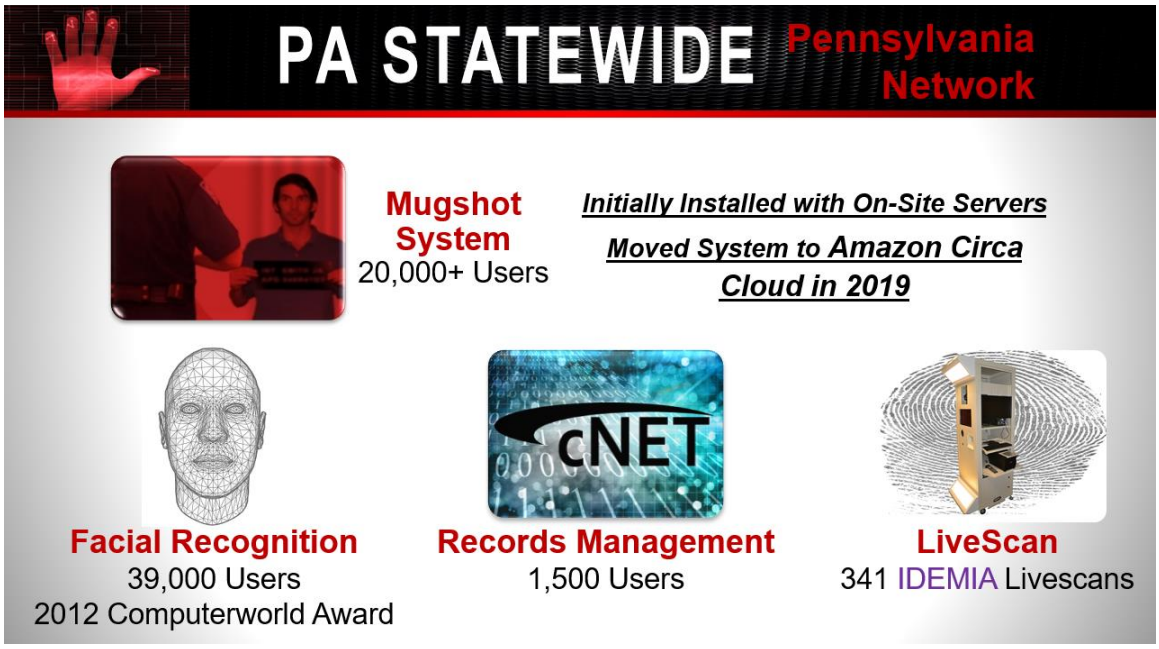
2.2.2 Pennsylvania Chiefs of Police

DataWorks Plus has provided multiple products to the PA Chiefs of Police on a statewide level, including our LiveScan Plus fingerprint booking system and Mobile ID biometric identification system. To date, DataWorks Plus has installed 341 livescans throughout the state (211 of them for PA Chiefs of Police), with agencies consisting of both local and county Police Departments. All data fields, charge code tables, and validation protocols are kept up-to-date with the specifications set forth by the State of Pennsylvania DataWorks Plus created software interfaces to integrate our provided livescans with several Pennsylvania data systems, including integration with the cNET web-based booking RMS, electronic submission to the PA State Police AFIS, submission to the CPIN digital photo database, PA SORT (Sex Offender Registration) and the exporting of images to various 3rd party RMS systems.

In addition to livescans, DataWorks Plus has implemented numerous biometric identification systems. For mobile biometric identification, we have 167 of our Evolution 3 devices deployed, which are managed through a central MID transaction controller. The Mobile ID system has been active since 2016. Both the biometric identification system and our installed livescan systems are supported annually via DataWorks Plus' maintenance contracts.



2.2.3 Wake County CCBI (NC)

The City-County Bureau of Identification (CCBI) provides all booking, identification and forensic services for every law enforcement agency (approximately 42 agencies) in Wake County (Raleigh). DataWorks Plus successfully installed four criminal livescans, four portable livescans, multiple applicant livescans, the NIST Manager fingerprint archive, eight Digital PhotoManager workstations, as well as the RAPID-ID fingerprint identification and verification software with an interface to their Jail Management System (JMS).

The agency's RAPID-ID system allows not only Wake County users, but users from several agencies in the area to perform mobile identifications of individuals with a mobile fingerprint scanner. As users scan and submit fingerprints for identification, the fingerprint images are searched against a regional AFIS for positive matches, and users will receive any local or regional booking data, criminal history, and outstanding warrants that are found on file for positive matches. The scope of CCBI's RAPID-ID system has steadily grown, and they have obtained additional devices on a regular basis.

DataWorks Plus has configured the system so that all device registration and user management can be easily handled by administrators from a central server. The system is highly customizable and expandable so that devices can be easily added in the future with little or no impact on system performance, regardless of which scanner type is best for the job.

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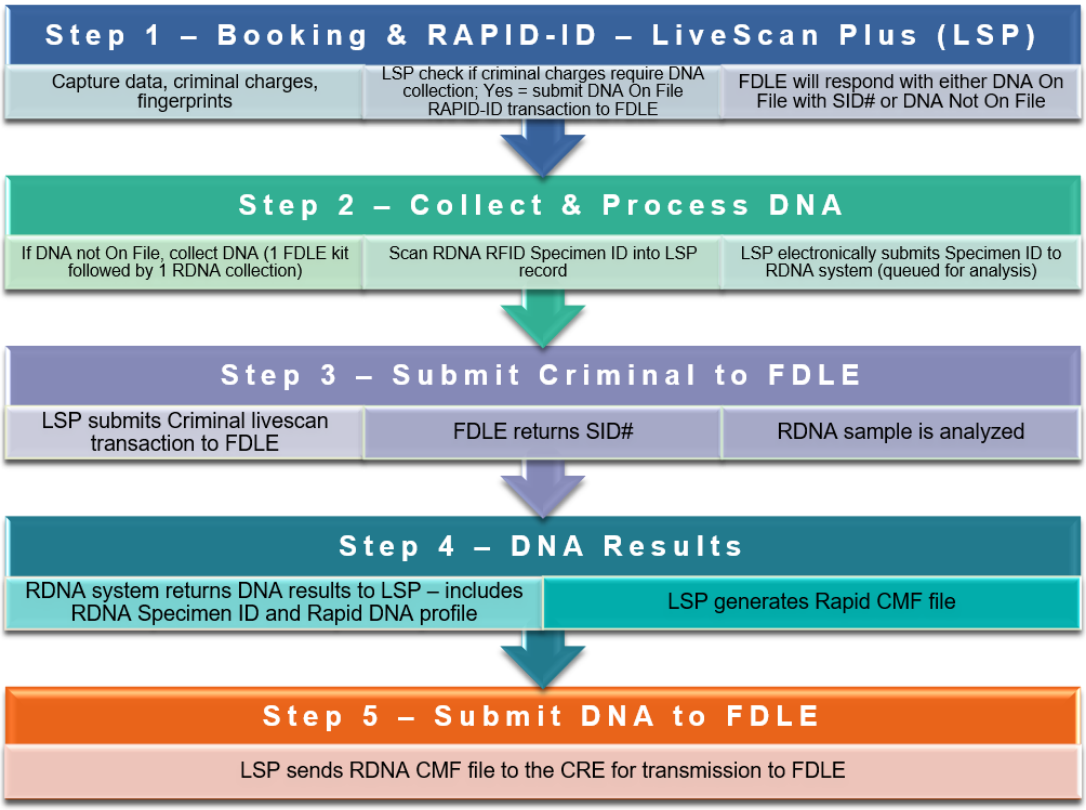
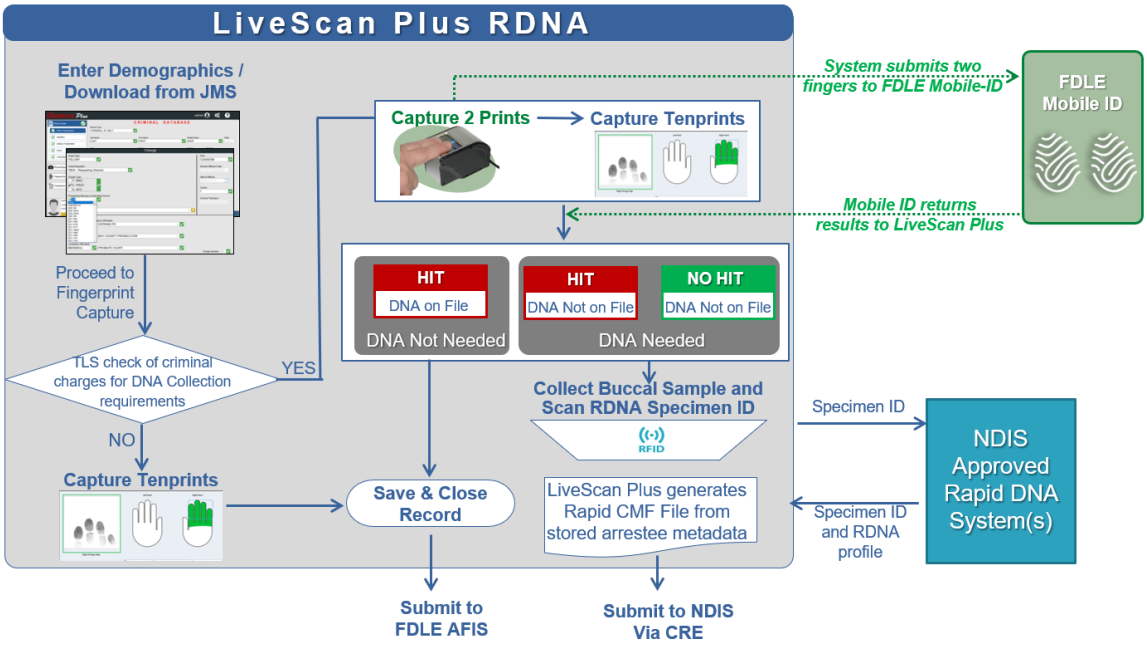
2.2.4 FDLE Livescan/RapidDNA Project

DataWorks Plus worked with FDLE and Leon County to pilot the first livescan with RapidDNA (RDNA) integration/functionality. DataWorks Plus provided livescan hardware that meets all functional, technical and security requirements as noted in this ITN. This process seamlessly integrated our livescan system biometric identification software with certified RDNA devices, such as the ThermoFisher and ANDE DNA processing machines. This collaboration project greatly enhanced the entire FDLE DNA process.

Rather than having to send DNA samples off to the FDLE lab, the officer can use the RDNA processing machine on-site to process the DNA immediately. The final DNA report is then submitted to the FDLE via the livescan system. This system drastically reduces the amount of time it takes for the state to process DNA samples. The workflow consists of Livescan Booking w/ RAPID-ID scan, DNA Collection and Processing, DNA results, and DNA submission to FDLE.



A network diagram detailing our RDNA system architecture has been provided within the following image.



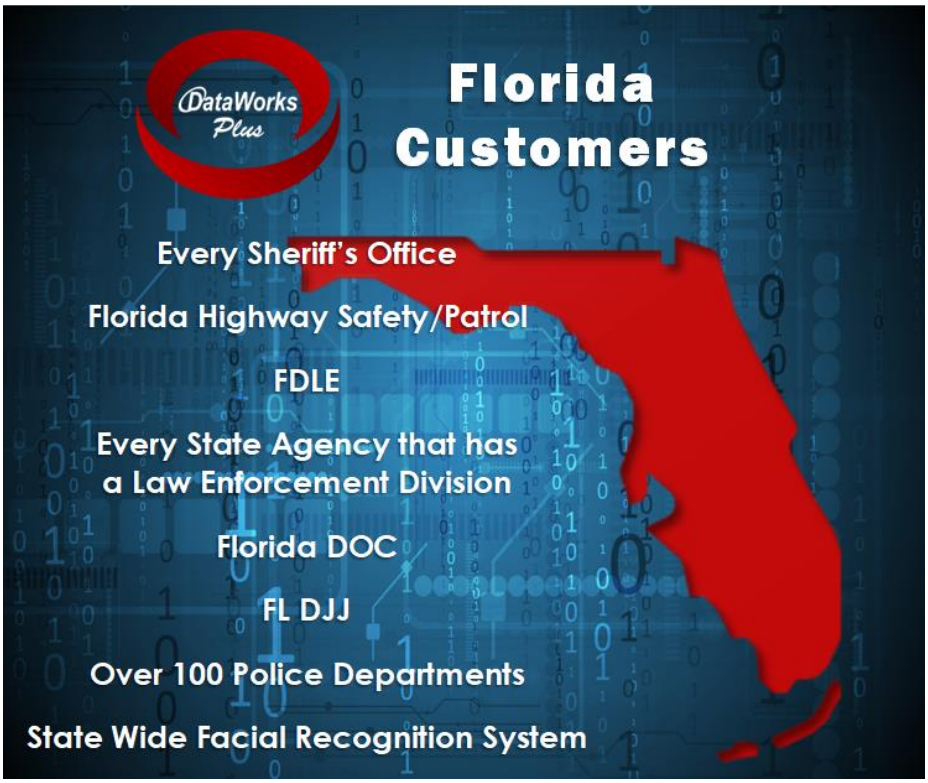
RDNA has been completed in Leon County, Hernando County and Charlotte County and is in progress in Clay County and Martin County. This project demonstrates our understanding and ability to provide the interfaces and workflow functionality to meet agency's needs. DataWorks Plus provided new livescan hardware or used existing Livescan hardware that meets the technical requirements specified in this ITN.

2.2.5 FDLE and Florida Projects (Multiple Products)

DataWorks Plus has over 23 years of industry-leading experience in providing Livescan, Mobile-ID, Mugshot Capture, and Biometric Identification systems. Within the state of Florida alone, we have been installing livescan systems for over 18 years. In addition, DataWorks Plus was selected to be included in the last FDLE state contract for livescan systems. DataWorks Plus successfully implemented hundreds of systems under the last FDLE state contract. Throughout these hundreds of Florida implementations, DataWorks Plus has performed all development, installation, training, and ongoing maintenance with high customer satisfaction. DataWorks Plus was also committed to providing customers with software updates based on changes that were made by FDLE. This strong track record and deep familiarity with Florida ICD specifications, booking templates, and workflows will allow DataWorks Plus to provide a high-quality, low-risk solution to FDLE that cannot be matched by most vendors.

DataWorks Plus has a strong company presence in the state of Florida. Thus, we have invested in in-state customer support engineers who reside in Miami, Tampa, and Tallahassee. These Florida in-state Customer Support Engineers are able to provide rapid assistance for agencies at any state location, even when on-site support is needed.

DataWorks Plus' Florida customers consists of: All Sheriff's Offices statewide, Department of Juvenile Justice, Florida Department of Corrections, Florida Statewide Facial Recognition System, Florida Highway Safety and over 100 Police Departments. The Facial Recognition system is hosted by Pinellas County, and currently has over 5,900 users across more than 280 Florida agencies. DataWorks Plus also worked closely with FDLE and FHP in 2009 to pilot the first mobile RapidID system, using over 2,000 devices. In 2023, we have worked closely with FDLE and Leon County to pilot the first livescan system that is tightly integrated with both vendors that provide RapidDNA devices. This functionality is expected to grow quickly as the Florida Sheriff's Association has obtained grant funding for Livescan and RapidDNA. DataWorks Plus has implemented Livescan/RapidDNA functionality for three counties and is currently implementing three more. Lastly, in 2011 FDLE selected DataWorks Plus to implement the statewide RapidID DNA confirmation project. This system was quickly and successfully delivered to every sheriff's office in the State of Florida.



The versatility and reliability of our LiveScan Plus system stems from the following key benefits:

1. **Open Architecture with Microsoft SQL Databasing:** Our proposed LiveScan Plus system utilizes standard Microsoft SQL databasing technology for the system's database, in which none of the data fields or data tables are hardcoded. This allows DataWorks Plus to extensively configure all data fields, screen layouts, charge codes, forms, and validation protocols at any time, without the need for additional development or coding. Not only does this grant increased abilities for interfacing with agency JMS / RMS with data uniformity, but it ensures ongoing compliance with future Template / ICD updates released by the State of Florida.
2. **Hardware-Agnostic Scanner Compatibility:** Rather than locking agencies into a scanner device from a single manufacturer, DataWorks Plus has strategically partnered with several industry-leading scanner manufacturers, allowing agencies to pick from a broad array of FBI-certified devices. Every agency is different, and under our previous FDLE State Contract implementations, this hardware-agnostic approach has allowed us to work with agencies individually to find the best possible hardware for the job at the lowest possible cost.
3. **Localized Support w/ Remote & On-Site Assistance:** In addition to our fully-staffed Support Center which is available 24 hours a day, 7 days a week, 365 days a year for remote support assistance, DataWorks Plus has employed and strategically located 3 Customer Support Engineers within the state of Florida which can provide rapid on-site support for any issues which cannot be solved remotely.

4. **Secure FBI CJIS-Compliant Data Management:** To ensure ongoing FBI CJIS Security Policy compliance with our LiveScan Plus system, DataWorks Plus utilizes several methodologies for both data and image protection. These include role-based multi-factor authentication, data / image encryption both at-rest and in-transit, and in-depth training and CJIS certification for all personnel working on the LiveScan Plus system. All assigned personnel are required to be CJIS certified and to undergo FBI background checks in accordance with local agency policies. Additionally, DataWorks Plus has undergone a full company SOC2 audit, granting our company SOC2 compliance certification for all internal and external security controls.
5. **Expandable / Modular Products:** With DataWorks Plus, all products are designed so that they can be seamlessly integrated or expanded in modular fashion to give agencies the strongest booking and investigative toolsets possible. For example, the booking photos captured by our LiveScan Plus system can be used to build a full image enrollment repository for Facial Recognition. Iris Capture and matching can also be integrated within the photo capture process. Our NIST Manager plus system can convert all fingerprint records into a fully-digitized, FBI-approved fingerprint archive, effectively eliminating the need for hard-copy printing costs. We also offer multiple FDLE-certified Mobile-ID devices, some of which can integrate full livescan tenprint capture and Mobile-ID biometric identification into a single tablet-based device. By using these optional products in tandem with our proposed LiveScan Plus system, agencies can obtain some of the most powerful and versatile combinations of investigative and booking toolsets on the market.

2.3 Qualifications of Key Personnel

The Respondent should provide the names of key personnel on the Proposer's team, as well as a resume for each individual and description of the functions and responsibilities of each key person relative to the task to be performed, and the approximate percent of time to be devoted exclusively for this project prior to and at the completion of implementation.

2.3.1 Rick Johnson (Account / Contract Manager: Percent of Work Time - 20%)

RICK JOHNSON
VICE PRESIDENT

DATAWORKS PLUS EXPERIENCE

Vice President, 2005 - Present
Various management and sales responsibilities to provide system solutions to criminal justice, public safety and biometric markets

OTHER BUSINESS EXPERIENCE

Motorola, Integrated Solutions Division, 2002 - 2005
Senior Account Manager, Southeast

- Responsible for selling Motorola biometric solutions for criminal, civil and homeland security applications. Products include Automated Fingerprint Identification Systems (AFIS), livescan booking fingerprints systems, applicant fingerprint systems and digital photo imaging systems.
- Responsible for determining biometric solution sales and marketing strategy for ISD.

Printrak International, 1998 - 2002
Senior Account Manager, Southeast

- Responsible for selling Printrak suite of products, including AFIS, Computer Aided Dispatch (CAD), Law Enforcement and Fire Records Management Systems, Fingerprint Livescan System, Document Imaging System, Jail Management, Photo Imaging and Professional Services.

Printrak International, 1997 - 1998
Regional Sales Director, Southeast

- Responsible for worldwide sales support for TFP product line, including Jail Management and Photo Imaging systems for law enforcement, jail and correctional agencies.
- Director of Southeast sales force for selling Printrak suite of products, including AFIS, CAD, Law Enforcement and Fire Records Management systems, Fingerprint Livescan System, Document Imaging System, JMS, Photo Imaging and Professional Services.

- Responsible for management of TFP proposal department and in-house sales department for JMS and Photo Imaging System.

TFP Inc., 1990 - 1997
Board of Directors, 1995–1997
Vice President, Sales

- Directly responsible for taking a start-up company from one installation to international leader of law enforcement and jail photo imaging system.
- Managed sales force to reach more than 300 customers in less than seven years.
- Managed rapid growth of TFP to earn Dunn and Bradstreet's No. 1 ranking for the Fastest Growing Private Company in upstate of SC.
- Helped program initial photo imaging system using C language.

EDUCATION:

Clemson University, 1985
Bachelor of Science Degree in Computer Science with business emphasis

2.3.2 Andrew Weiner (Administration/Developer: Percent of Work Time - 15%)

Andrew has worked for DataWorks Plus since August 2000. Before coming to DataWorks Plus, he worked as a Lead Development Engineer for Pinnacle Technologies and helped develop and manage engineering teams for a variety of criminal justice applications. He is very familiar with TFP conversions and serves as Director of Development for Digital PhotoManager™, Digital CrimeScene™, and NIST Manager Plus™.

ANDREW WEINER
DIRECTOR OF DEVELOPMENT

DATAWORKS PLUS EXPERIENCE

Director of Development, 2000 - Present

- Digital CrimeScene - Software for managing crime scene images
- Digital PhotoManager - Software for managing mug shots
- NIST Manager Plus - Software for managing fingerprint images

OTHER BUSINESS EXPERIENCE

Pinnacle Technologies Inc.
Lead Development Engineer

- Digital CrimeScene - Software for managing crime scene images
- Digital PhotoManager - Software for managing mugshots

Printrak International Inc./Technology for Productivity, Inc (TFP)
Senior Software Engineer

- Jail Manager™- Jail management software. Developed some of the software and managed a team of 5 developers. Utilized Visual Basic 5.0 and SQL Server.
- Instant Object™ - Image storage for quick retrieval. Developed first with Microsoft C under DOS and later ported to Windows NT with Microsoft Visual C++.
- Instant Retrieve™ - Fast data retrieval software. Wrote the software for the first TFP search engine for Windows NT, using named pipes, bit mapped indexes, Faircom's ctree database and Microsoft Visual C++.
- Instant Link™ - Data interfaces between TFP image capture software and customer record systems. Interfaces involved IBM mainframes and utilized HLLAPI, RS-232, sockets, shared file systems, and ODBC.

EDUCATION

Clemson University, 1997–2004
Master's Degree in Computer Science

Georgia State University, 1998
Teaching Certification

Washington University, St. Louis, 1985–1986
Medical School

Brown University**,** 1981-1985
Major in Biology
Magna Cum Laude Honors

TECHNICAL SKILLS

Programming experience since 2000
SQL server experience since 1996
Web service and development experience since 2005
Developer of Blackberry-certified applications in use by states of Florida and Georgia

Languages:

- Best Known - Microsoft Visual C++ 6.0, Microsoft Visual Basic 6.0, .NET
- Others - Pascal, Lisp, C#, Java, xcode with objective-c, Assembly and Intermec IRL

Operating Systems:

- Best Known - Windows 7, Windows, XP, Windows Server including 2008 and 2013, Windows 3.x and DOS
- Others - Linux, Novell and Unix

Databases:

- Best Known - Microsoft SQL Server, Faircom's Ctree and Btrieve
- Others - Microsoft Access, Fox Pro, Sybase and Oracle
- APIs - Win32, Windows SDK, ODBC, HLLAPI and Sockets

2.3.3 Thomas Rawl (Project Manager: Percent of Work Time – 30%)

Thomas has worked with law enforcement solutions since 1999. He has installed and supported the TFP mug shot systems as well as the company's current Digital PhotoManager, Digital CrimeScene, TAG-NABIT, SAF-ID/RAPID-ID and LiveScan Plus systems. Thomas also works with our in-house servers and is part of the DataWorks Plus Network Security Team.

Thomas Rawl will oversee project management throughout the life of the project. He will serve as the primary point-of-contact for the agency and will coordinate all contractual work for the agency within a mutually-agreeable schedule. He will provide routine progress reports on a regular basis to agency personnel.

THOMAS RAWL
DIRECTOR OF PROJECT MANAGEMENT

DATAWORKS PLUS EXPERIENCE

Director of Project Management/Engineering, 2013 – Present

- Managing, integrating and installing biometric systems running various versions of Windows Operating System and SQL Server.
- Supervising project managers and project engineers
- Design, engineering and production of livescan cabinets and associated hardware

Sr. Project Manager, 2007 – 2013

- Managing, integrating and installing biometric systems running various versions of Windows Operating System and SQL Server.
- Supervising project engineers

Project Manager, 2001 – 2007

- Coordinating, integrating, installing, and supporting Mugshot Digital imaging system running on Windows, CTREE, and SQL Server for law enforcement agencies throughout the U.S.
- Daily tasks involve network computing in a heterogeneous environments; operating system, hardware, and LAN/WAN troubleshooting; and customer support.

OTHER BUSINESS EXPERIENCE

Pinnacle Technologies, 1999-2001
Project Engineer

Cryovac Division of Sealed Air Corp., 1996-1998
Co-op

- 1 semester of Mechanical Design and Drafting
- 3 semesters of Network Administration, Development and Troubleshooting

EDUCATION

Clemson University, 1999
Bachelor of Science Degree in Electrical Engineering

- Passed Engineer In Training (EIT) Exam while attending Clemson University

TECHNICAL SKILLS

- Microsoft Certified Professional, 1999-2000
- Windows Workstation Operating Systems
- Windows Server Operating Systems
- SQL Server 2000 through current version
- Internet Information Services Installation & Administration
- Cisco, Fortinet, Ubiquiti, pfSense & SmoothWall network appliances
- Microsoft BackOffice Server Products in the Enterprise Environment
- Installed, configured and administered several variants of Linux as file/mail servers
- OS/2 Warp networking and administration

2.3.4 David Bergenthal (Support Manager: Percent of Work Time - 10%)

DAVID BERGENTHAL
DIRECTOR OF SUPPORT

DATAWORKS PLUS EXPERIENCE

Director of Support, 2023 - Present

- Provide tier 2 support for customers when issues require escalation
- Write/maintain department documentation for reference in the company Wikipedia page
- Manage support project workloads / assignments
- Manage external support logistics for On-Site installations

OTHER BUSINESS EXPERIENCE

Cass Information Systems Inc.
Technical Services Manager, 2014 - 2023

- Management of Global team of technical services, wireless provisioning, wireline provisioning, and helpdesk agents.

- Management of employees in the US, Singapore, and United Kingdom.
- Responsible for the planning, design, implementation, communication, and training of customers regarding various aspects of the telecom application.
- Responsible for the planning, design, implementation, communication, and training of customers regarding various aspects of the telecom application.
- Lead provisioning projects providing guidance and assistance as required keeping projects on track and delivering within contractual SLAs 99% of the time.
- Manage and monitor the delivery of provisioning services based on the service contract, service level agreements and various levels of configuration and customization within the provisioning system.
- Oversee configuration activities, maintenance, and support of the telecom provisioning system.

Client Account Manager Telecom Division, 2011 - 2014

- Worked with up to 33 existing clients to ensure satisfaction, increase product usage and up sell when appropriate.
- Directed client teams of customer service, audit, support, and implementation.
- Successfully renegotiated contracts with existing client base for renewal and addition of expanded services increasing revenue.
- Proactively engaged with all levels of an account's organization, developing exceptional relationships, and maximizing system usage.

Trendset Inc., 2008 - 2010

Implementation Manager

- Successfully managed the implementation of new clients and multiple divisions of existing clients through project management.

UMP International Co., Ltd., 2007 - 2008

Director US Operations

- Management of US customer base. Accountable for cultivating relationships with potential customers.
- Responsible for creating and launching new product lines with current and new customers.

CPM Investment Group LLC / Advance Concrete Construction, 2005 - 2007

Director of Operations/ Consultant

- Managed due diligence of target companies needing additional capital to grow or seeking buyout.
- Responsible for establishing and controlling processes to aggressively grow business.

Carolina Manufacturing

Director of Corporate Policy & Marketing, 2004 - 2005

- Senior executive reporting to Corporate President.
- Directed projects that leveraged strengths, drove value, and improved performance, interfacing with all departments and advising senior management on course of action.

Sales and Marketing Director, 1999 - 2004

- Led sales force of 76 independent sales representatives.
- Managed key customer relationships through industry trade shows, customers' vendor meetings, and direct contact with account executives.
- Directed all marketing efforts including product design / development / life cycle analysis, advertising, website design, and marketing collateral.

EDUCATION

Auburn University
Masters of Business Administration

Auburn University
Bachelor of Science Degree in Marketing

2.3.5 Joseph Carter (Regional Support Engineer: Percent of Work Time - 40%)

Joseph Carter has been residing in Florida as our regional support technician. His primary tasks under this project would include on-site installation, training, and support. If an issue cannot be resolved remotely, Joseph Carter would oversee any on-site assistance that is needed for the customer agency.

JOSEPH CARTER
FLORIDA REGIONAL SUPPORT ENGINEER (FL)

DATAWORKS PLUS EXPERIENCE

Florida Regional Support Engineer, 2006 - Present

- Digital CrimeScene – Software support for managing crime scene images
- Digital PhotoManager – Software support for managing mug shots
- LiveScan Plus – Software support for Florida state livescan NIST files submissions
- Onsite equipment installations - install/configure software
- Perform software training to individuals and groups in classroom environments
- Current FDLE Criminal Justice Information Services (CJIS) – Security and Privacy Privileged Role training

OTHER BUSINESS EXPERIENCE

UPS – United Parcel Service
Software Support Technician

- Install/configure shipping software at customers' sites

- Troubleshoot software and hardware problems

Unisys
Contracted Dell Field Repair Technician

- Dispatched to customers' sites to perform various tasks:
- Troubleshoot problems with equipment
- Repair/replace failed computer/server components
- Install/configure Dell server equipment
- Perform individual training and customer support

EDUCATION

Douglas Byrd School
Diploma obtained - 1987

TECHNICAL SKILLS

Computer support experience since 1999
SQL support experience since 2006

Computer Related Certifications:

- *CompTIA – A+, Network+, Security+ - 1999*
- *Microsoft Certified Professional - 1999*
- *Microsoft Certified Systems Engineer (MCSE NT4.0) -2000*
- *Cisco CCNA Certification - 2000*

2.4 References

Respondent must provide three (3) references for the projects identified in response to Relevant Experience (above). References must be listed on Attachment G: Respondent Reference Form and included in this section.

Attachment G has been included on page 37.

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ATTACHMENT G
RESPONDENT REFERENCE FORM

Respondent Company Name: DataWorks Plus, LLC

Respondents are required to submit with their Reply, three (3) references that have been provided for services of similar scope and parameters of those requested in this solicitation. Respondents will use this form to provide the required reference information. The Department reserves the right to contact any and all references in the course of this solicitation to make a fitness determination, not subject to review or challenge.

1. Name of Customer/Agency: Los Angeles County Sheriff's Office

   Contract Person: Lt. Derek Sabatini

   Phone Number: 562-345-4319

   Address: 12440 East Imperial Hiway, Suite 400-West, Norwalk, CA 90650

   Email Address: dssabati@lasd.org

2. Name of Customer/Agency: PA Chiefs of Police

   Contract Person: Offender ID Technology Coordinator Jerry Miller

   Phone Number: 717-236-1059 x104

   Address: 3905 North Front St., Harrisburg, PA 17110-1536

   Email Address: jmiller@pachiefs.org

3. Name of Customer/Agency: Wake City-County Bureau of Identification (CCBI)

   Contract Person: Director Sam Pennica

   Phone Number: 919-255-7370

   Address: 3301 Hammond Rd., Raleigh, NC 27603

   Email Address: Sam.Pennica@co.wake.nc.us

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3. Proposed Solution – Functional Requirements

DataWorks Plus has carefully reviewed the ITN and we can provide a solution that utilizes industry-leading technology to meet and exceed your agency's requirements. We have proven success as a solution provider under the previous FDLE Livescan state contract. As a previous provider, DataWorks Plus can provide unmatched functionality, flexibility and integration with our LiveScan solutions.

3.1 Tenprint Capture Devices (RFP Section 2.1)

The Equipment / Software offered by the Contractor must meet all the requirements listed below.

3.1.1 Compliance (RFP Section 2.1.1)

a. Equipment / Software must be compliant with Wavelet Scalar Quantization (WSQ) Grayscale Fingerprint Image Compression Specifications (IAFIS-IC-0110 v3.1 October 4, 2010) for 500ppi images.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus is proposing both hardware and software that are fully compliant with WSQ specifications, as defined by IAFIS-IC-0110. This compliance applies to all of our proposed ten-print scanner hardware options.

b. Equipment / Software must be compliant with Joint Photographic Experts Group (JPEG) JPEG-2000 10:1 lossy compression in accordance with the National Institute of Standards and Technology (NIST) Interagency Report "Effects of JPEG 2000 Lossy Image Compression on 1000ppi Fingerprint Imagery" (NISTIR 7780, July 2013) for 1000ppi images.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus' proposed system utilizes industry-standard JPEG image formats that fully comply with these specified NISTIR 7780 requirements and standards. Our LiveScan Plus application is capable of taking the images captured by the scanner and storing them within the system's database in the required JPEG format specified.

c. Equipment / Software Equipment must be compliant with the Gaussian filter strategy for downsampling of 1000ppi to 500ppi for legacy pathway processing in accordance with National Institute of Standards and Technology Interagency Report "Examination of Downsampling Strategies for Converting 1000ppi Fingerprint Imagery to 500ppi" (NISTIR 7839, January 2013) for 1000ppi images that are stored or transmitted at 500ppi. *Note: 1000ppi fingerprint imagery must be converted to 500ppi before transmission to FDLE.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus' proposed system is capable of downsampling images from 1000ppi to 500ppi in full compliance with these specified NISTIR 7839 specifications. As 1000ppi images are captured by scanners, the system will be configured to automatically perform the downsampling to 500ppi in accordance with FDLE requirements.

d. Equipment / Software must be compliant with American National Standard for Information Systems (ANSI) Data Format for the Interchange of Fingerprint, Facial Other Biometric Information (ANSI/NIST-ITL 1-2011 Update: 2015). Additionally, considerations for bandaged, amputated, and/or deformed digits must be in compliance with the ANSI/NIST standard.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus' proposed system and software is fully compliant with ANSI/NIST-ITL 1-2011 requirements and specifications. This compliance will be applied to both ten-print images and bandaged / amputated / deformed digits. Users will have the ability to annotate bandaged / amputated / deformed digits within the application during the capture process. Because DataWorks Plus' software is completely customizable, our solution is flexible enough to comply with any future standards that may be necessary.

e. System must conform to the NIST Fingerprint Image Quality (NFIQ) 2.0 (NISTIR 8382) standard.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus' proposed system fully complies with these specified NFIQ 2.0 fingerprint image quality standards. This compliance applies to all proposed scanner hardware models.

f. Equipment / Software must meet the Federal Bureau of Investigation's (FBI) Electronic Biometric Transmission Specification (EBTS) Version 11.2 (September 20, 2023). This includes adhering to all image quality specifications outlined in Appendix F of the EBTS document.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus is proposing FBI Appendix-F certified hardware that fully complies with FBI's EBTS Version 11.2 requirements. This compliance applies to all proposed scanner hardware models.

g. Equipment / Software must meet the FBI CJIS Security Policy (CJISD-ITS-DOC-08140-5.9 June 1, 2020)

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus has carefully developed the proposed LiveScan Plus solution to adhere to all relevant FBI CJIS Security Policies. The system uses multiple methodologies for both data and image protection, such as role-based multi-factor authentication and data / image encryption both at-rest and in-transit. Our system is highly-customizable, which has allowed

us to maintain this security compliance under the previous FDLE livescan State Contract, and we will continue to maintain this compliance under future CJIS updates.

h. Equipment / Software must communicate via TCP/IP. The FDLE's preference is for common services to communicate on their commonly accepted ports. All transmissions must comply with a fully qualified ANSI/NIST data formatted packet

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus' LiveScan Plus solution is flexible to utilize this specified network communication method. DataWorks Plus will configure the system's port settings in accordance with both FDLE and local agency requirements, as defined by the agency's network environment. All data transmissions will be fully compliant with ANSI/NIST specifications.

i. For criminal transactions, equipment / software must be compliant with the FDLE MBIS Criminal LiveScan Interface Control Document.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

As a vendor who has operated under FDLE State Contract, DataWorks Plus is thoroughly familiar and compliant with FDLE MBIS Criminal LiveScan ICD specifications. This compliance will remain in effect for all newly-proposed LiveScan Plus configurations under this solicitation. Our system's highly-customizable flexibility will ensure that our system adheres to both current and future Interface Control Document requirements.

j. For civil applicant transactions, equipment / software must be compliant with the FALCON / AFIS Interface Control Document and Civil Workflow Control System (CWCS) Interface Control Document.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

As a vendor who has operated under FDLE State Contract, DataWorks Plus will ensure ongoing compliance for applicant systems and transactions with the state's FALCON / AFIS ICD and CWCS ICD. Our system's highly-customizable flexibility will ensure that our system adheres to both current and future Interface Control Document requirements.

3.1.2 Standards (RFP Section 2.1.2)

System equipment, software, services and warranties must be integrated into a single unit and include the following:

a. Must have a 22" or larger flat panel LCD for PC based implementations; laptop and mobile implementations can have smaller displays

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

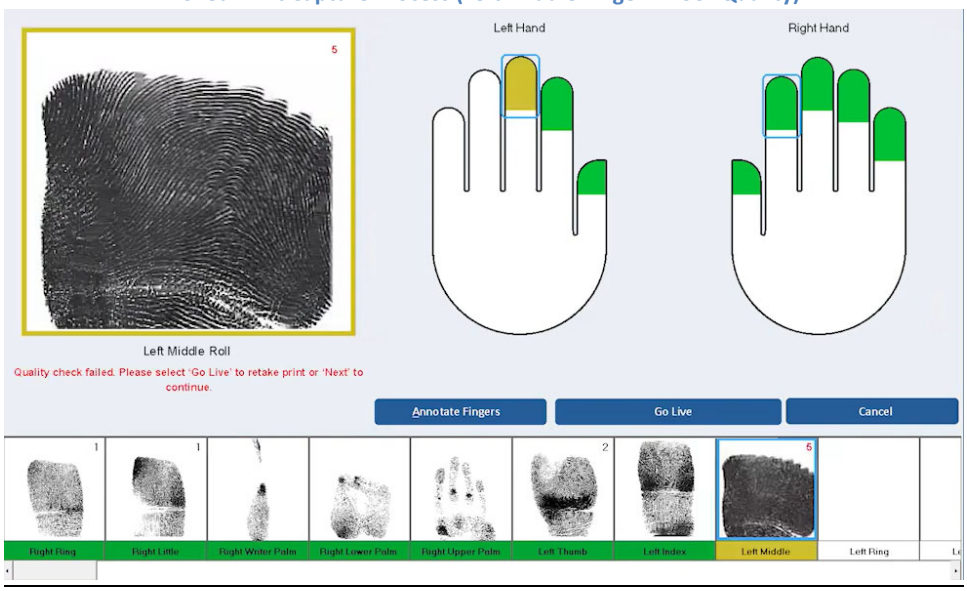
DataWorks Plus is proposing workstation hardware that meets these display dimension requirements.

b. Must provide on-screen prompts that indicate direction of finger roll and correct finger selection.

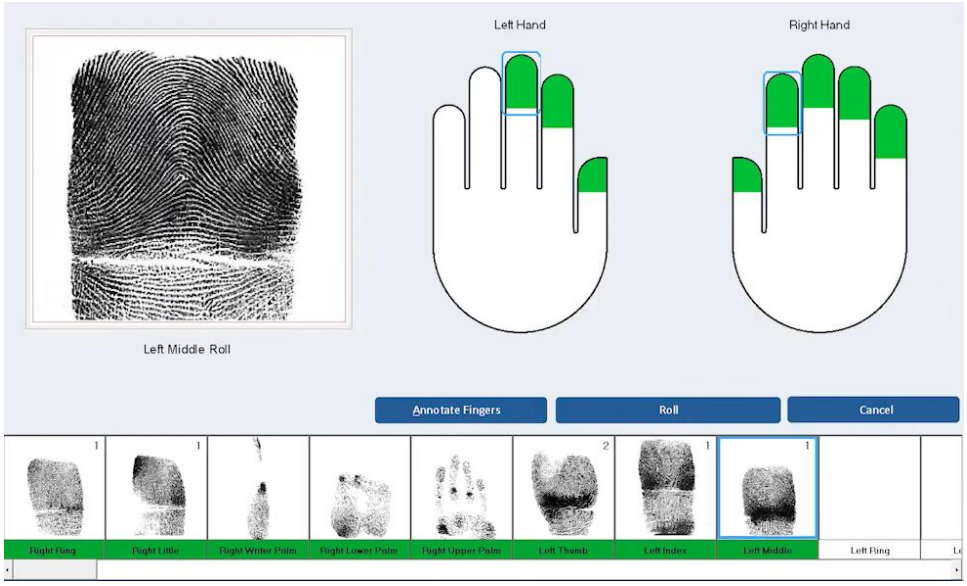
DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed LiveScan Plus application includes user-friendly on-screen prompts that will walk the user through the capture process step-by-step. These prompts include a "Workflow Status" menu denoting the correct finger selection, and a live image preview which denotes the direction of each finger roll, as specified. The software allows users to roll fingerprints in either direction. The system will automatically check the quality of the fingerprint as well as instruct the user if the fingerprint needs to be retaken. In the following example, the user is instructed to re-capture a poor quality Left Middle Finger Roll.

Rolled Print Capture Process (Left Middle Finger – Poor Quality)



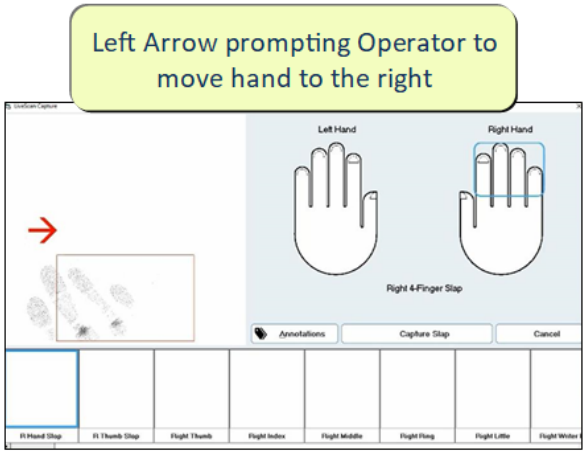
Rolled Print Capture Process (Left Middle Finger – Good Quality)

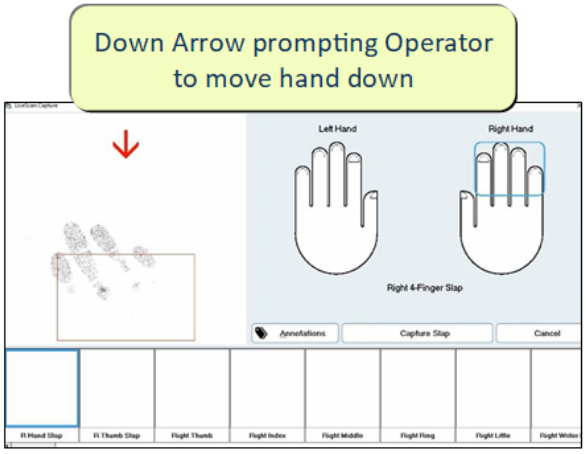


Guide Boxes

LiveScan Plus provides orientation markers to assist the operator in properly orienting each finger(s) or palm. When capturing either a slap or rolled fingerprint, the Live Image Preview Panel will display a live image of whatever is touching the scanner platen. A guide box will show the operator the ideal position to place the fingers, thumbs, or palms. Only the part of the image within the guide box will be captured. These visual indicators may vary depending upon the model of fingerprint scanner used.

In addition to an outlined box, if LiveScan Plus is using a compatible scanner model, the scanner provides guiding arrows to show ideal placement and direction of fingers. In the following examples, the finger slaps are too far to the left or too high, and an arrow is displayed prompting the operator to move the fingers in the appropriate direction into the guide box.





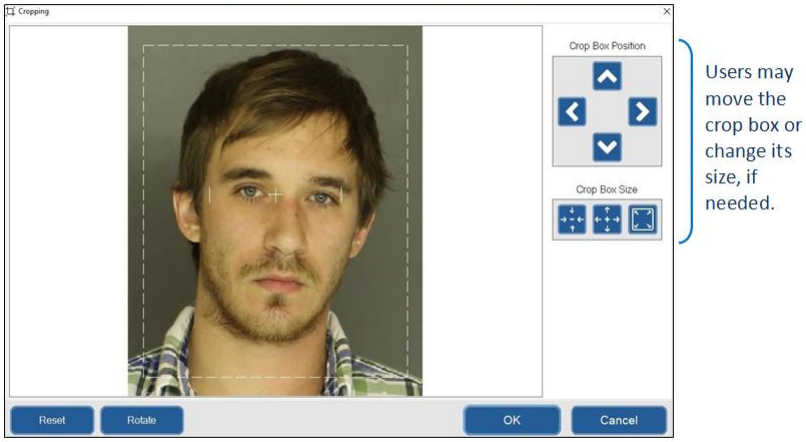
c. Must have integrated photograph capture capabilities (for criminal and applicant workflows).

DataWorks Plus Response: DataWorks Plus has read, understands, and exceeds.

The proposed system includes integrated photo capture capability in which users can navigate to a Photos tab within the application and capture any required criminal or applicant photos, as required by the FDLE specifications. The application can utilize an attached camera, and a live image preview of the photographed individual will be displayed on-screen for easy capture.

Users will be able to capture mugshots within the LiveScan Plus interface without having to open another software program or switch to a different window. A digital camera can be used to capture high resolution mugshot images to be added to the record or images can be imported from a memory card or from a file. Multiple images can be captured and viewed within the record. For facial images, DataWorks Plus' Face Find feature will automatically detect the face within an image and set the crop box in accordance with NIST Best Practices.

Face Find automatically detects face and sets crop box according to NIST Best Practices.

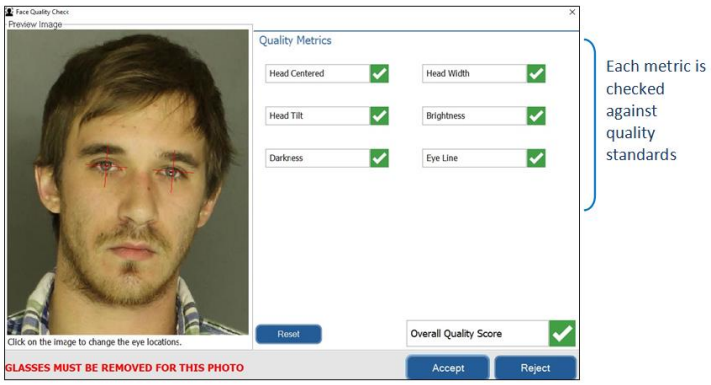


Anything outside of the white dotted line will be removed from the image.

Quality Assurance Metrics

The system's Quality Assurance metrics checks the quality of each photograph taken. This module will check if the head is centered, cropped, and tilted correctly and if the image's brightness, darkness, and width meet the customized quality metrics. The Quality Metrics will be displayed next to the photo after it has been captured. If an image fails to meet quality standards, the image can be retaken by the user.

Quality Metrics Checks Quality of Each Photo

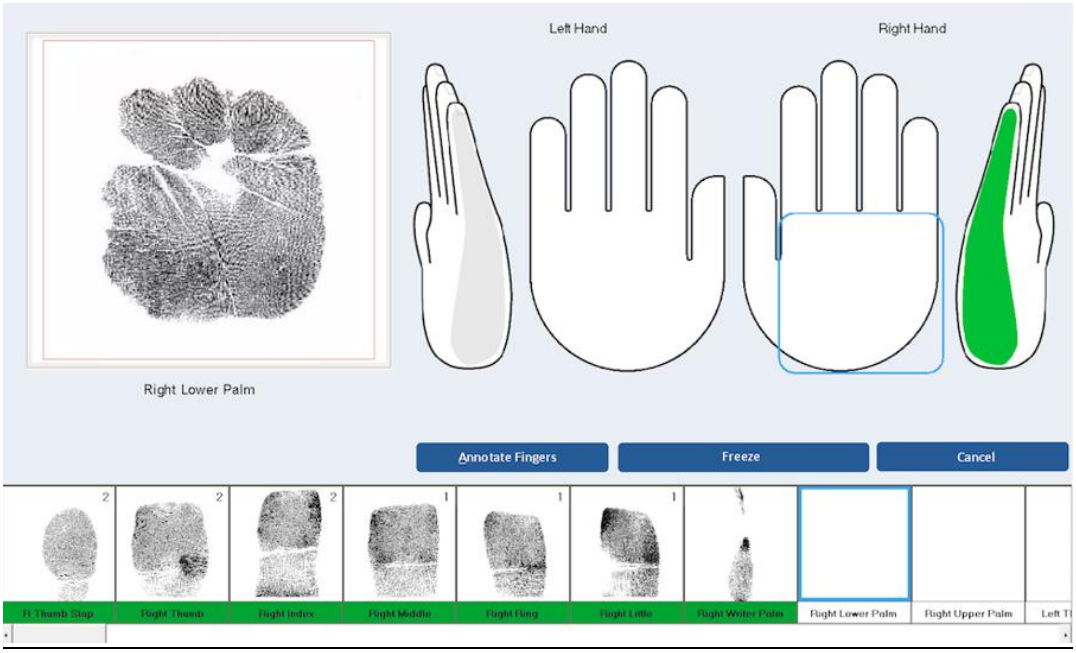


d. Must have integrated palm print capture capabilities (for criminal workflows only).

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system fully supports all palm print captures required for criminal workflows. Under the previous FDLE State Contract, DataWorks Plus has successfully implemented palm capture systems capable of capturing the upper, lower, and writer's palm for booked individuals. This capability will remain in effect with our newly-proposed system options. An example of palm capture has been provided within the following image.

Palm Print Capture Process



e. Software functionality must be driven by the type of transaction and reason for submission as described in Section 2.2 - Template Configurations.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is extensively customizable to meet both current and future Type of Transaction (ToT) specifications defined by the state of Florida. The LiveScan Plus system utilizes standard Microsoft SQL databasing architecture with non-hardcoded data fields. This allows DataWorks Plus to configure or modify any data fields, screen layouts, forms, and validation protocols at any time, without the need for additional development or coding. This ensures ongoing compliance with all TOT specifications that FDLE releases in the years to come.

f. The system will have the ability to determine the NFIQ score for each fingerprint collected.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

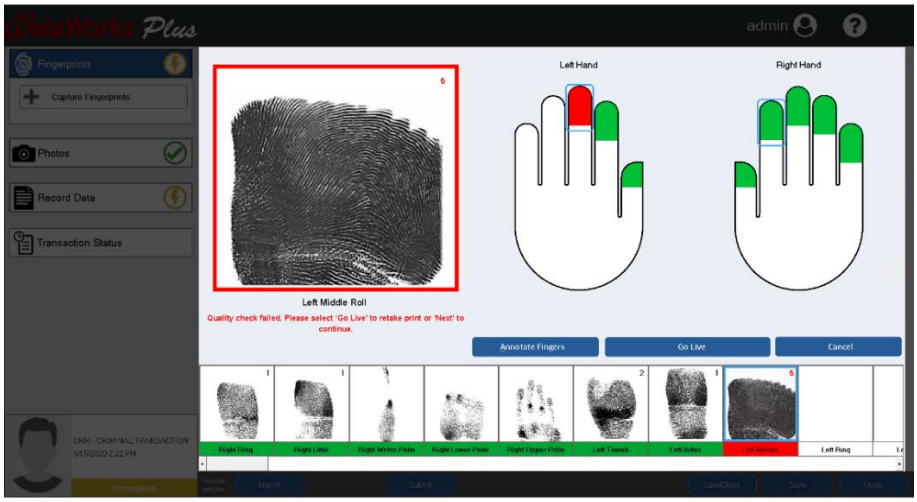
The proposed system can be configured to utilize the specified NFIQ quality scoring system for each fingerprint captured. The system will notify users if a fingerprint captured does not pass quality checks, so low-quality images can be retaken.

g. The minimum NFIQ score for an acceptable transmission will be user configurable.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The NFIQ scoring level required to denote whether fingerprints must be retaken will be configurable by authorized users. An example of a fingerprint scan which has failed the NFIQ quality check has been provided within the following image. A red box will be displayed around the live image preview pane, and both the finger image and workflow status pane will denote which finger has been captured in error.

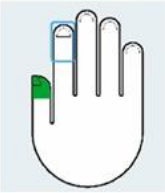
Fingerprint Quality Error – Insufficient NFIQ Score



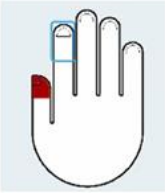
h. Must provide immediate quality control feedback to the operator. An indicator must appear on-screen to classify the image as acceptable or unacceptable, prior to the capture of the next finger. If the image is unacceptable, the operator must recapture the image.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

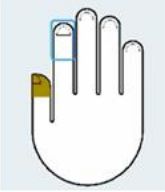
The proposed LiveScan Plus application uses color-coded visual indicators for both capture errors and annotated fingers. LiveScan Plus checks for such problems as "over" or "under" inking, and flags whether a print is of good, fair, or poor quality. The on-screen hand images are displayed in blue for annotated fingers, and red or yellow for fingers that fail quality or sequence checks. This allows users to easily differentiate the types of problems with fingerprints. The Workflow Status section at the bottom of the screen and the Fingerprint Review are color-coded as well, allowing the user to see the status of the prints at a glance.



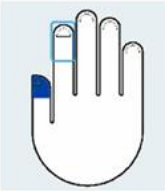
Green: The print meets quality metrics and does not need to be retaken.



Red: Print does not meet quality metrics. The print should be retaken. Some system configurations may keep you from continuing until the print has been retaken satisfactorily.



Yellow: Print is close to not meeting quality metrics. We suggest you retake the print. Some system configurations may keep you from continuing until the print has been retaken satisfactorily.



Blue: Print is not able to be taken and can be skipped during the scanning process. You can use this when a part of the hand has been amputated, bandaged, scarred, deformed or otherwise unavailable for taking a print.

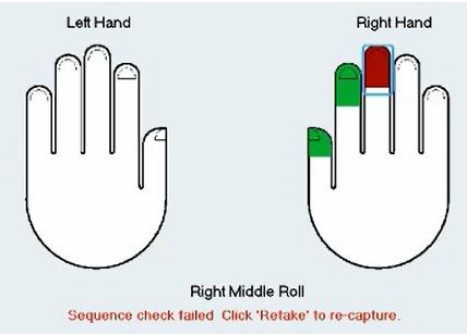
If the operator captures an image that is of insufficient quality, the onscreen indicator will clearly denote the problem on-screen and the fingerprint can be retaken as needed.

i. Must automatically compare each rolled image against the corresponding "plain" impression to ensure proper finger placement and to prevent sequence errors before data is forwarded to the State Identification system or transferred to a printed fingerprint card.

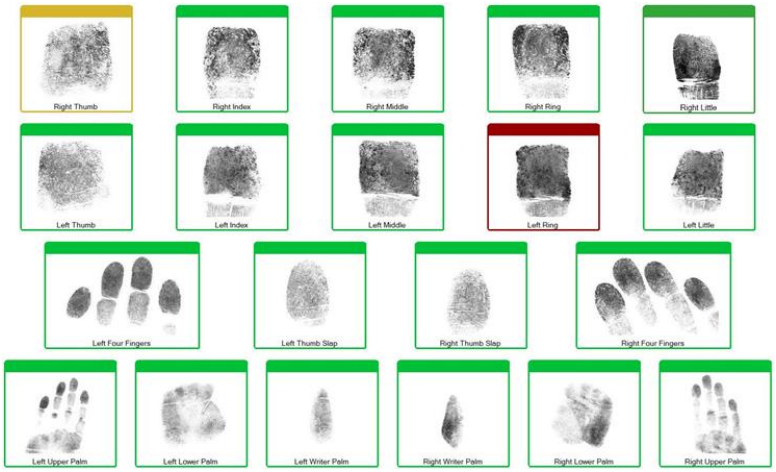
DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

With the proposed system, each rolled fingerprint image is processed through the Fingerprint Sequence Check which does a slap-to-roll fingerprint comparison of images. The Sequence Check evaluates and rates the quality of each rolled print based on specific characteristics such as minutia, ridge patterns, etc. This quality rating provides feedback while the booking is still in progress.

Poor quality or substandard images generate an immediate prompt for rescan.



In addition, when the user finishes the booking they are presented with a summary screen, which clearly shows any out of sequence images.



j. Must automatically compare the distal images from the upper palm print to the corresponding rolled or plain impression distal images to ensure the palm print is captured from the same hand as the tenprint.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of comparing upper palm images to rolled or plain images to ensure that palm prints are captured from the correct hand into the correct slot.

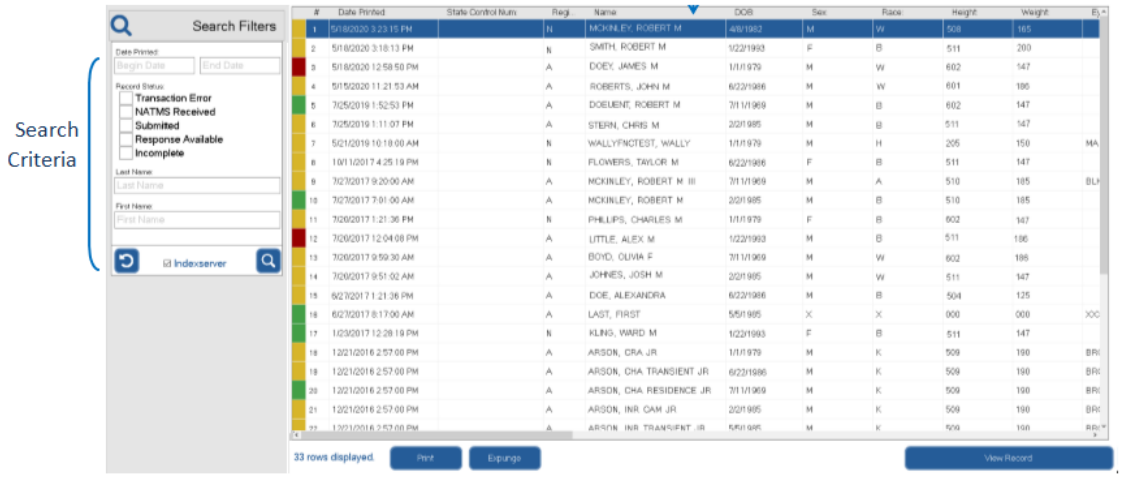
k. The system must display the transmission status of completed captures. Internal storage must be incorporated to store captured images and data if transmission is delayed.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed LiveScan Plus application will display a full list of existing transactions within the application Main Menu / Dashboard. Users can filter through transactions using the Search Criteria fields to the left of the transaction list. Color-coded indicators will denote which transactions have been successfully submitted to the state AFIS. These color-coded indicators include:

- **RED:** The record was submitted to the State, but returned with an error.
- **YELLOW:** The transaction is incomplete or pending and has not been submitted to the state.
- **GREEN:** The transaction was validly completed and submitted to the state with no errors.

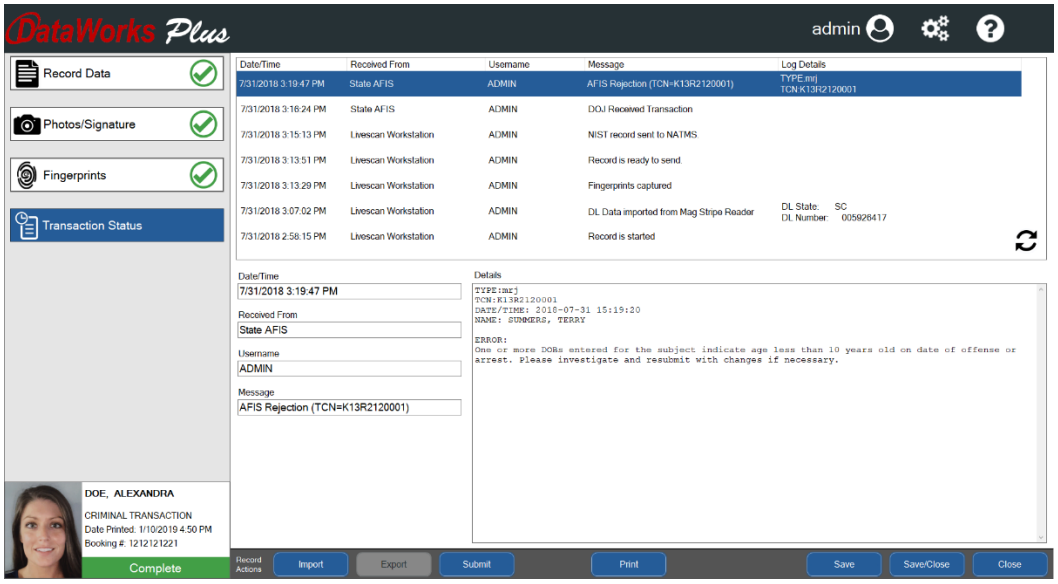
Main Menu Transaction List



Transactions can also be viewed in each record individually to see the status of all transactions for that record. DataWorks Plus has provided these tools to give the local agencies tools to help them manage their information better. They can see, at a glance, any transactions that may need attention. Operators will be able to resolve any issues quickly and most issues will be resolved prior to the record being transferred to the State.

The Transaction Tab will display the status and history for the record. The user can see the date/time the record was created, the status and description of whether the record is ready to be submitted to the database, the source of the record data, and any subject or message notes.

Transaction Tab



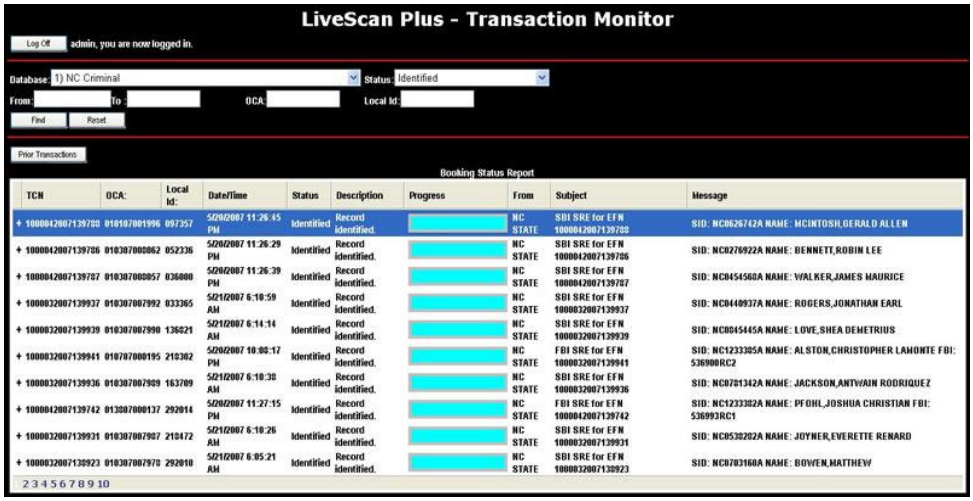
To ensure that records are not partially complete when being submitted, the user can use the Check Required function and the system will automatically check the record to ensure that all required information is included and entered correctly. If everything has been filled in correctly, then a new message, "Ready to Send" will be displayed. If there are any issues with the record, a message will be displayed to the user with the changes necessary.

After the record has been submitted, any information sent back by the state will be displayed. This could include information such as if an error occurred with a reason code or if the person was identified by a match.

Online Transaction Monitor

Transaction history can also be viewed with the Online Transaction Monitor. The Online Transaction Monitor allows authorized users to view and monitor the livescan transactions of each livescan workstation. Since this function can be accessed by any networked PC, multiple departments can use it to obtain information quickly. For example, a person in the IT Department can filter to see if there have been any network errors, while the Records Department can use it to see the hit/no hit status of submitted records. The color-coded status bar provides immediate, easy to read status information for each record.

Online Transaction Monitor



Different users may wish to filter the results to only display records relevant to the situation. At the top of the screen there are several fields that can be used for customized searching.

Several fields are available that can be used for customized searching:

- **TCN:** This is the Transaction Control Number; this is automatically generated when a record is submitted.
- **Key Field (OCA in this example):** The record's unique identifier will be displayed here. This is customizable by your agency.
- **Link Field (Local ID in this example):** The record's linking identifier is displayed here, such as a Local ID, SSN, or SID.
- **Date/Time:** The date and time that the record was submitted is displayed here.
- **Description:** This field will display the last action to occur with the record. Descriptions include Identified, Packet Submitted, Ready to Send, Record Started, etc.
- **Progress:** The Progress Bar makes it easy to quickly identify the status of a record. If the progress bar is full, then the transaction has been completed.
- **From:** This field displays the record's submitting agency.
- **Subject:** This field will display the record's reference information.
- **Message:** This field displays any messages associated with the record.

To view more detailed status about a record, the user can open the transaction history to see a list of the actions that have been made for that record.

l. The system must have the ability to store a minimum of 500 completed tenprint transactions.

DataWorks Plus Response: DataWorks Plus has read, understands, and exceeds.

LiveScan Plus EXCEEDS this requirement as the system comes standard with the ability to store up to 10,000 completed ten-print records. This will allow the agencies to continue capturing ten-print records in a local mode if the system is ever offline due to issues such as network outages. Operators will be able to capture in local mode for extended periods of time without a connection to the state if needed. Any records captured while in local mode will automatically be submitted once the issues, such as a network outage, have been resolved.

m. The system must provide a mechanism that enables an administrator to periodically delete stored records.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The livescan system includes a System Administration software module. The proposed system will allow authorized administrators to delete or purge stored records from the system, if needed. These administrative functions are all accessible within the system's Administration Module. The Administration Module is accessible by authorized users or supervisors, and provides in-depth toolsets for record management, user management, auditing, and security configuration. All record deletion functions are configurable in accordance with an agency's specific retention policies.

n. The system must provide a preview of the fingerprint image and data as it will be printed on a fingerprint card, and allow the operator to view a zoomed image.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed LiveScan Plus system will display a full on-screen review of all fingerprints captured, so that users can clearly see the full set of ten-print images as they would be printed on a physical card. Individual fingerprint images can be zoomed for detailed viewing and retaken, if needed. The summary screen is available at any time during the fingerprint capture process.

o. The system must be capable of producing a tenprint transaction that is compatible with the State Identification Bureau (SIB) ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system's ten-print transactions are fully compatible with the SIB ICD, as specified.

p. The system must be able to print fingerprint images, including palm prints on fingerprint cards based on the appropriate template. The fingerprint images and demographic data must be printed in appropriate areas of the currently used fingerprint cards.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of printing fingerprint and palm print images to ten-print cards using an FBI-certified tenprint card printer. Any required demographic data and images will be included on printed fingerprint cards.

q. The system must be capable of producing multiple copies of the tenprint card without operator intervention.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system can be configured to automatically print any specified quantity of tenprint cards from completed records, without the need for user intervention. Tenprint cards can be printed manually as well.

r. The system must meet the FBI CJIS Security Policy and Florida Administrative Code 60GG-2 for regulating Access Control, Identification and Authentication.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will carefully develop the proposed LiveScan Plus solution to adhere to all relevant FBI CJIS and Florida Administrative Code Security Policies. The system uses multiple methodologies for both data and image protection, such as role-based multi-factor authentication and data / image encryption both at-rest and in-transit. Our system is highly-customizable, which has allowed us to maintain this security compliance under the previous FDLE livescan State Contract, and we will continue to maintain this compliance under future CJIS updates.

s. The system must have a security system to prevent unauthorized operator access.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system has username and password security authentication to prevent unauthorized access to system functionality and records. Security within LiveScan Plus is user and group based, which provides the ability to give certain users access to only portions of the application User credentials are managed within the system's Administration Module and can be modified at any time by authorized agency personnel. Additionally, DataWorks Plus can offer (optional item) the ability to integrate biometric log-on with our Live Scan Plus system. The biometric logon with smart features will not only allow operators to log on by scanning their fingerprint but using Facial Recognition as well., it will alert them if they have an incomplete booking. The operator will then have the option to return to where they were at in that booking and complete the process.

t. The system must provide an interface to a directory service for user access. i.e. Microsoft Active Directory or Lightweight Directory Access Protocol (LDAP).

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of functioning with Microsoft Active Directory or other agency LDAP, so that user management is integrated with the agency's own authentication measures. This can allow the application to automatically log the user into the application based upon which user is currently logged into the workstation itself.

u. The system must incorporate role-based access with privileges assigned based on a configurable user profile.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system uses group-based security based upon the assigned roles of individuals within the agency. The system's Administration Module allows user groups with unique sets of access rights to be created, and users assigned to the group will inherit all of the security privileges and access rights of the group. There is no limit to how many groups administrators can create, and users can be assigned to multiple groups. This allows administrators to rapidly manage the access rights of several users at once. Any security modifications made will take effect immediately on a system-wide basis.

v. The system must have a timeout feature that will not leave the system in a "logged on" state for more than thirty minutes if the operator leaves the area.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system's workstations are capable of automatically locking or logging off from the LiveScan Plus application after a specified period of inactivity to prevent unauthorized access.

w. The system must have an operator "panic button" which will lock the system and hold the information captured on a booking-in-progress until the operator unlocks the system using his/her password.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

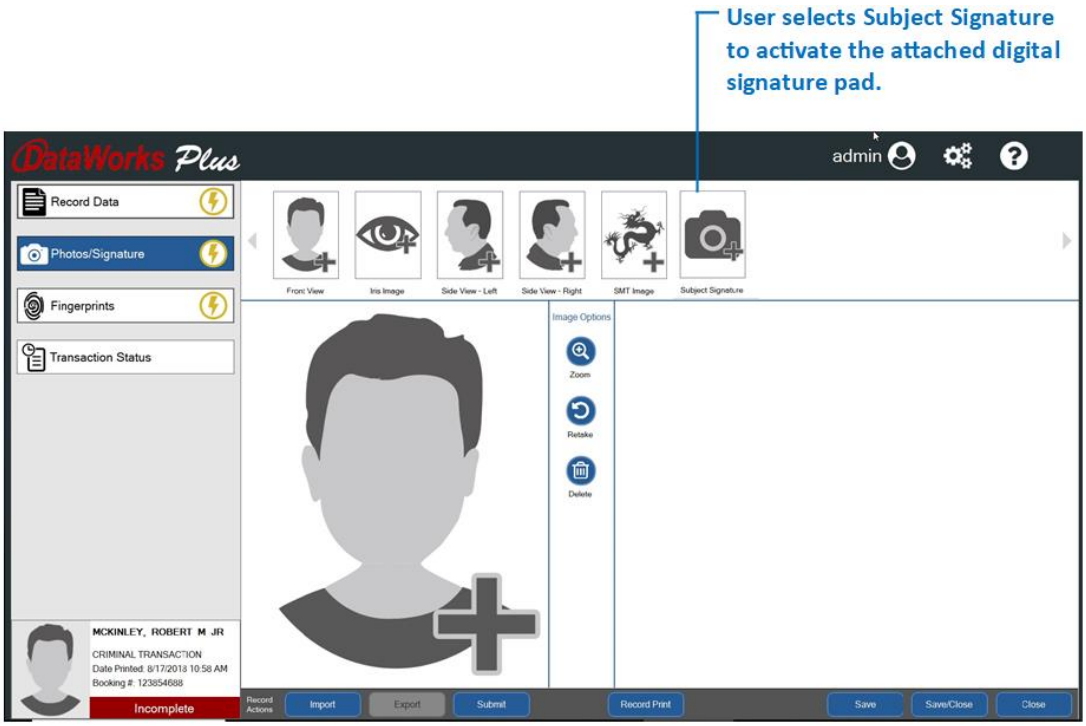
The proposed system is capable of having users lock the workstations so that unauthorized access is prevented in cases of panic or high-tension during the capture process. Once the user unlocks the system, they will be able to continue to process the booking-in-progress.

x. The system must incorporate a signature pad for the capture of the subject's signature as well as the operator's signature.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

LiveScan Plus has the ability to capture the signature of any individual being booked or of the user creating the record through an attached signature capture pad. The signature

capture includes a live image preview that will display the signature as it is being written. If the signature needs to be retaken, the user can select to clear the signature and retake it before adding it to the record. The signature will be saved with the record digitally in NIST Type-8 format. This is also useful as a verification of someone's identity during booking, transport, and release.



y. The system must incorporate at a minimum Florida driver license card swipe (either magstripe or 2Dbarcode) capture capability to prepopulate demographic information. Data entered via card swipe must be editable by operator to correct any discrepancies and must conform to format required for submission.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system supports the use of a 2D barcode scanner which can scan driver licenses and auto-populate data fields within the application for ease-of-use. Auto-populated data is subject to the same validation protocols as manually-entered data, and users will be able to clearly view and correct any discrepancies or validation errors within the record when using these driver license auto-population tools.

z. The system must be capable of performing automatic calibrations at programmed intervals and then logging the results of those calibrations. Contractor must list calibration elements.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system supports several fingerprint scanner types, which allow agencies to freely select their preferred hardware according to their specific needs. All proposed fingerprint scanner hardware options are designed for minimal need of calibration. Depending upon the scanner type chosen, calibration typically occurs automatically upon the booting or rebooting of the scanner itself, the booting or rebooting of the application workstation, or upon the first initialization of the scanner to perform new fingerprint captures. This eliminates the need for programmed intervals of calibration, since the hardware automatically ensures calibration has been performed prior to the performance of standard capture workflow. However, DataWorks Plus can work with your agency to implement logging of calibration times, if desired.

aa. The system must have remote diagnostic capability.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The DataWorks Plus Support Center is capable of providing remote-diagnostic capability for system maintenance and technical support. This is typically accomplished through network connectivity methods such as a secure agency VPN. Under the previous FDLE State Contract, DataWorks Plus has successfully utilized this remote diagnostic and support capability for many agencies throughout the state of Florida.

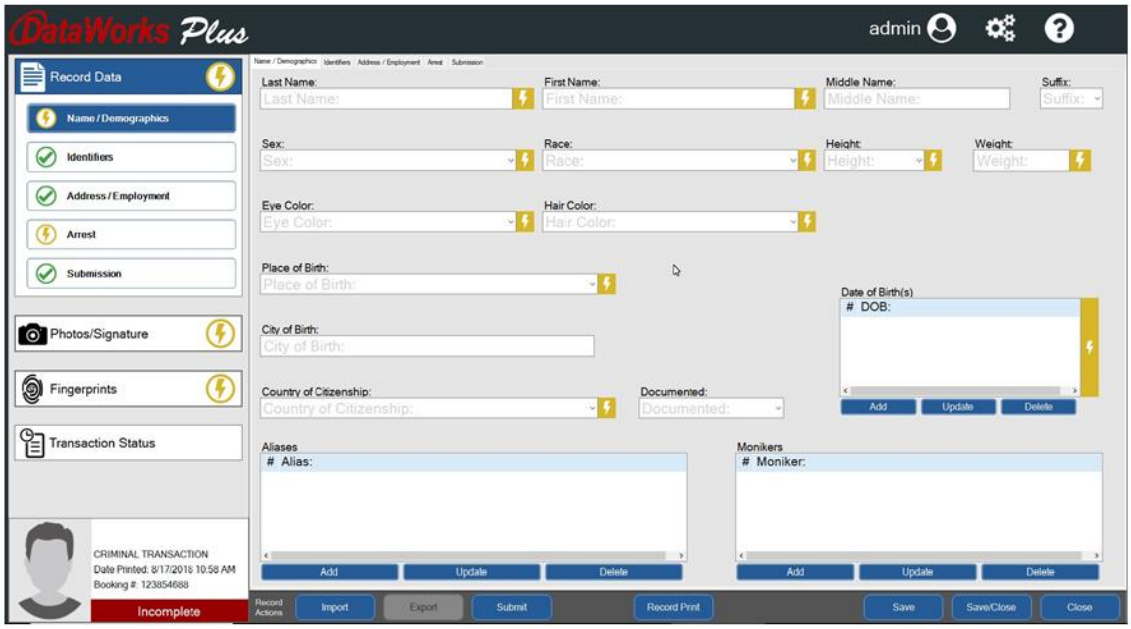
bb. The system must offer drop-down menus to provide help to the operator for data fields where specific entries are required.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system's data fields can be configured as drop-down lists containing pre-defined sets of data for easy user selection. Field contents can be updated at any time from within the system's Administration Module without the need for any additional

programming. DataWorks Plus can pre-populate these with data that is relevant to the State of Florida's needs. The following screenshot shows a data screen with multiple "drop-down" fields, such as Sex, Race, and Hair Color.

Data Entry Screen – Drop-Down Fields Enabled



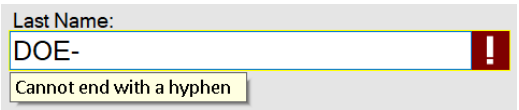
cc. The system must perform pre-validation edit checks on data elements to ensure conformance to the State Identification Bureau Interface Control Document. (e.g., an invalid length for a name field or invalid characters in a name field)

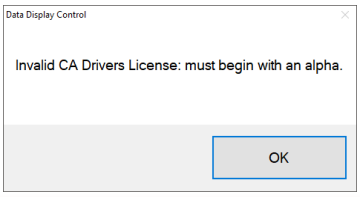
DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system has an extensive set of field validation protocols which automatically check data fields for specific text types, text lengths, and naming conventions. If any data is entered which violates validation protocols, the user will be immediately notified of the error so it can be fixed. This prevents users from saving or submitting records with erroneous data.

In addition, the screen layout function of the Administration Module includes editable validation. The validation options include invalid/valid special characters, dependent field specification, number of allowable spaces, field lengths, and as well as other items to be validated by the system prior to record save or transmission. An example of on-screen validation errors within the application has been provided within the following images.

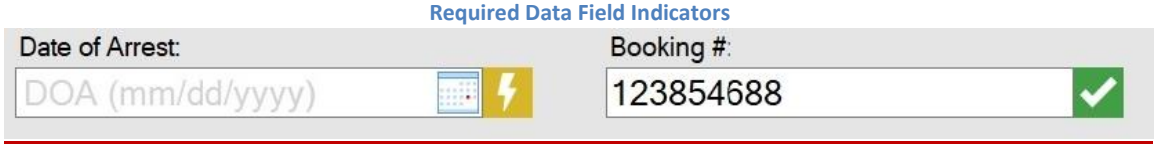
Validation Error Examples





LiveScan Plus can be configured at installation by DataWorks Plus as well as after installation by a system administrator to have required fields to conform to the requirements. When working with your agency to determine fields to be included in the system, DataWorks Plus will also ask for which fields should be required. The required fields will be validated prior to submittal to the State AFIS, which will reduce the possibility of the record being rejected upon submission. Any data fields that are mandatory will be clearly denoted on-screen with a yellow lighting icon when empty, and a green checkmark when filled according to validation rules.

Required Data Field Indicators



dd. The system must have a table-driven administrative interface that allows users to change field validations, e.g., a table of valid country codes.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system's Administration Module allows authorized users to modify field codes, validation protocols, and screen layouts at any time without the need for additional programming, even after system installation is complete. Any changes made will take effect in real time on a system-wide basis.

ee. Contractor must provide documentation on the system's capability to produce data for management reports showing system usage, operators using the system, calibration, and other functionality.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The LiveScan Plus system is capable of creating standard reports and can also use third party report generation tools in order to create any type of report the State of Florida requires.

Additionally, DataWorks Plus can create the ability to create management data files. The data files can be configured to include usage information as well as number of records created, subdivided by:

- **The type of fingerprint card format, listed by date and time;**
- **The name of the operator taking the prints;**
- **The time required to take each set of prints;**
- **The number of copies printed for each subject; and**
- **If transmitted to a central site, an annotation that the transaction was transmitted successfully.**

3.1.3 Usability (RFP Section 2.1.3)

a. Must have a user interface designed for ease of use with minimal need for mouse or keyboard, e.g., an integrated foot pedal and touch screen features.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system's user interface has been designed for maximum ease-of use which clearly instructs users where they are in the capture process and what should be performed next. The tabbed application interface allows easy navigation between task types including data entry, fingerprint/palm capture, photo capture, signature capture and electronic record submission. Screen layouts and field displays are configurable in scale for easier use on touchscreen monitors to minimize keyboard and mouse usage. Foot pedals are also supported with certain livescan models. Additionally, the fingerprint capture process supports auto-capture, which will automatically detect when fingers are placed on the platen and initiate capture without the need for user intervention.

b. Ruggedized systems for jail implementations must be designed appropriate for field environments: waterproof, dust-resistant and shock-resistant.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

We have proposed a ruggedized cabinet, which is designed for use within hostile jail environments. System components will be protected from shock and moisture within a metal enclosure. We have also provided an option for an adjustable-height ruggedized cabinet. This physical flexibility of our proposed cabinet helps to ensure compliance with critically important accessibility functions under the Americans with Disabilities Act (ADA), including individuals of varied heights, wheelchair access, and other physical conditions.

c. Desktop configurations must be of compact design to permit countertop-placement in a booking area, or be portable.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus has proposed multiple lightweight desktop configurations, which can be used in countertop configurations or portable configurations. We have proposed an integrated livescan (Evolution 5150) that can be used on a desktop or in a mobile environment.

d. Fingerprint capture plate must be easily cleaned and disinfected between print capture sessions. Both the capture plate life with regular disinfecting and the procedure for replacing coated prisms, if applicable, must be stated by Contractor.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed fingerprint scanners can be cleaned and disinfected between each capture session to ensure consistently optimal fingerprint quality. The cleaning instructions will vary depending upon which model is being used. DataWorks Plus works with individual agencies

to train for optimal cleaning based on direct instructions from scanner manufacturers. Examples of cleaning and disinfecting practices that DataWorks Plus utilizes with the proposed system are detailed within the following list:
scanners can support dust-resistant silicon pads which can be replaced, microfiber towel cleaning, and cleaning tape application.

1. **Replaceable Silicon Pads:** These replaceable pads can be supplied by DataWorks Plus for customer use. These pads increase the lifespan of the platen and can allow more cleaning options than would typically be allowed for direct platen contact by manufacturers.
2. **Cleaning Tape:** For scanners in which disinfecting solution or water is restricted, adhesive cleaning tape provides a good method to remove dust and residue between scans.
3. **Microfiber Towels / Wipes:** Another common practice for scanners restricted from solution / water contact is the use of microfiber towels. The microfiber towels can provide effective cleaning without the need for spray-on solvents.
4. **Spray-On Water-based Cleaning:** When permitted by manufacturer specifications, users can utilize spray on water-based cleaning in conjunction with microfiber or traditional cleaning cloths. This method provides the highest levels of disinfecting for platen surfaces. Spray-on solvents are generally prohibited by manufacturers and are not recommended with DataWorks Plus products.
5. **Disinfecting Clorox / Lysol Wipes (Integrated Biometrics Scanners ONLY):** In the event that significant disinfecting is needed, Integrated Biometrics scanners can be cleaned within disinfecting Clorox / Lysol wipes utilizing active ingredients Benzethonium Chloride (0.3% or less) or Dimethyl Benzyl Ammonium Chloride (0.26% or less).
6. **Disinfectant Spray (CrossMatch Scanners ONLY):** Disinfectants or solvents should not be used for scanner cleaning except in cases where health-hazardous residue or excessive bodily fluid has been left behind on the scanner surface after booking. The following disinfectant chemicals have been tested and approved for cleaning purposes by the scanner manufacturer. Agencies are *NOT* to use any chemicals or solvents for cleaning which are not included in the manufacture-approved chemical list. (Note: Each chemical type requires a different amount of “set time” prior to wiping off the chemical to ensure proper disinfection):
    a. ZEP Commercial Quick Clean Disinfectant (2 minute set time)
    b. ZEP Professional R153 Concentrated Disinfectant (10 minute set time)

Under each of these listed cleaning methods, DataWorks Plus will thoroughly train users for optimal cleaning results, and all training is tailored to the scanner model purchased, as well as the user’s standard workflows.

3.2 Template Configurations (RFP Section 2.2)

Respondents must provide LiveScan devices that have the ability to support all of the below Criminal and Applicant workflows. Respondents are to include complete Template Options for each unit. Additional information for individual responses may be provided as necessary. Each option must be available for selection by FDLE as needed.

Criminal Workflows

3.2.1 Criminal Arrest (Booking) (RFP Section 2.2.1)

a. Assign TCN & OBTS number.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

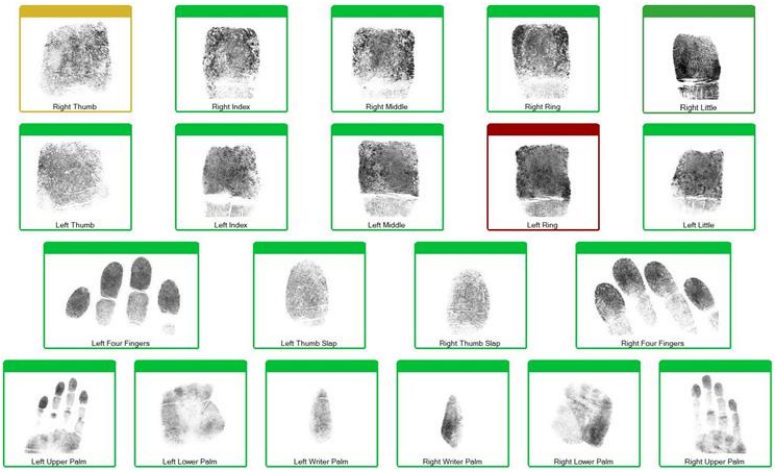
The proposed system will be configured to automatically assign a TCN and OBTS number for each record created.

b. Collect full tenprint fingerprint impressions – rolled, plain/slaps, and palms.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of capturing full tenprint fingerprint impressions, including plain/slaps, rolled prints, and palm prints. The application will walk the user through the capture process step-by-step, and users will be able to view the complete set of captured prints directly on screen once capture is completed.

Fingerprint Review



c. Capture a mugshot via digital camera or configurable folder via standalone mugshot system.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus has successfully implemented integrated mugshot capture for Florida livescans under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The proposed system is capable of utilizing a connected digital camera or folder import process for mugshot capture. Users will be able to select the photo source within the application, and the system will initiate the Photo Capture Wizard. The Photo Capture Wizard will walk the user through the photo capture process step-by-step. Additionally, the application uses a Face Find feature, which automatically detects an individual's eyes within the image and sets the crop box to the optimal NIST-compliant dimensions, making the capture process as easy as possible for the user. If required, the user can also manually select an existing file from the workstation itself or external file source.

d. Provide an entry screen for entering demographics, charge information, and all additional required or optional data elements for a booking transaction. Data field requirements are outlined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We will ensure that all demographic data, charge code tables, and other data elements are configured in full compliance with the BIS ICD specifications. Since the LiveScan Plus system's data fields are not hardcoded, all of these ToT configurations can be updated at any time, without the need for any additional development or coding. This ensures ongoing compliance with future BIS ICD updates.

e. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

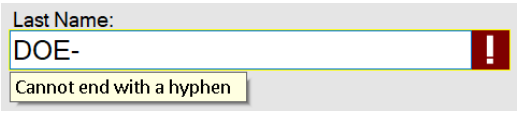
DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

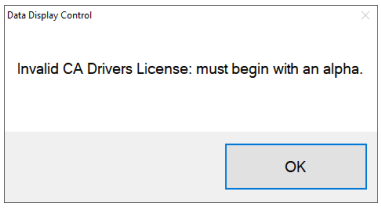
DataWorks Plus has successfully implemented the required field functionality and full-featured validation protocols for Florida livescans under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The proposed system has an extensive set of field validation protocols which automatically check data fields for specific text types, text lengths, and naming conventions. If any data is entered which violates validation protocols, the user will be immediately notified of the error so it can be fixed. This prevents users from saving or submitting records with erroneous data.

In addition, the screen layout function of the Administration Module includes editable validation. The validation options include invalid/valid special characters, dependent field specification, number of allowable spaces, field lengths, and as well as other items to be validated by the system prior to record save or transmission. An example of on-screen validation errors within the application has been provided within the following images.

Validation Error Examples





LiveScan Plus can be configured at installation by DataWorks Plus as well as after installation by a system administrator to have required fields to conform to the requirements. When working with your agency to determine fields to be included in the system, DataWorks Plus will also ask for which fields should be required. The required fields will be validated prior to submittal to the State AFIS, which will reduce the possibility of the record being rejected upon submission. Any data fields that are mandatory will be clearly denoted on-screen with a yellow lighting icon when empty, and a green checkmark when filled according to validation rules. If a user attempts to save or submit a record before required fields have been completed, the user will receive on-screen notifications regarding the incomplete mandatory data fields.

Required Data Field Indicators

f. Provide an Application Programming Interface (API) for exchanging demographic and charge information via the agency's Records Management System and/or Jail Management System.

The API for exchanging information with a Records Management System and/or Jail Management System must conform to the National Information Exchange Model (NIEM) version of the Electronic Biometric Transmission Specification (EBTS).

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus has successfully utilized the proposed system's API to allow RMS / JMS interfaces with our LiveScan Plus application under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The proposed system's API allows seamless interfacing of the application to third-party data systems via software interfaces. This allows the application to push and pull data between itself and an existing RMS or JMS. The proposed system's API and any interfaces created by DataWorks Plus will fully adhere to NIEM and EBTS requirements. DataWorks Plus will configure the proposed system to electronically transmit each of these specified data pieces to the FDLE BIS, as required.

g. Transmit the fingerprints, palm prints, mug shots, demographics and charge information to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We can configure the system to submit completed fingerprint records, including fingerprints, palm prints, mugshots, demographics, and charge information to any required data source. We will configure the system to submit to the FDLE BIS in accordance with the BIS ICD specifications.

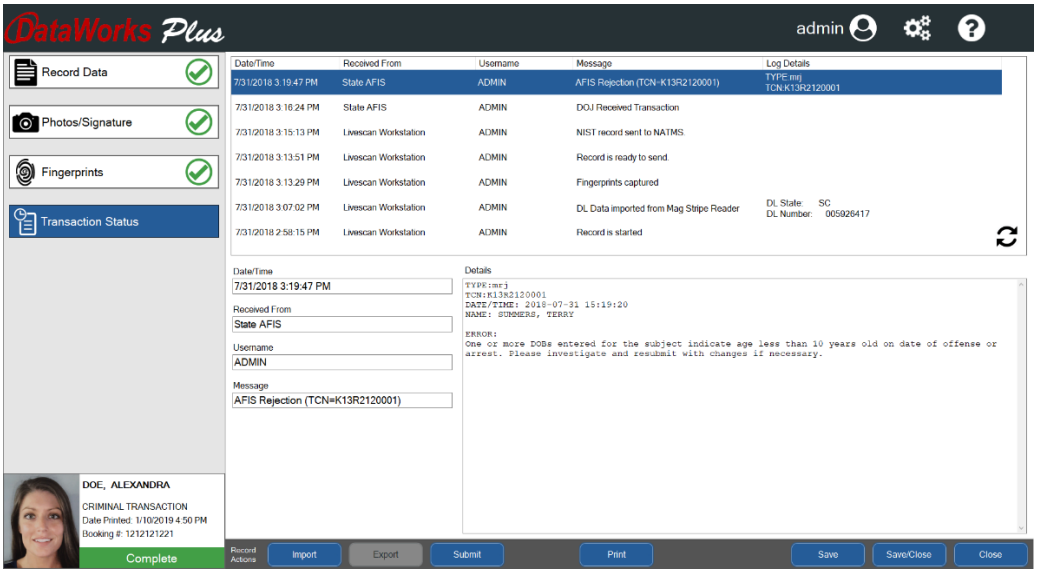
h. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus has successfully implemented the retrieval and display of FDLE AFIS responses within the LiveScan Plus application under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The Transaction Tab will display the status and history for the record. The user can see the date/time the record was created, the status and description of whether the record is ready to be submitted to the database, the source of the record data, and any subject or message notes.

Transaction Tab



3.2.2 Registrant (RFP Section 2.2.2)

Registrant workflow must be compliant with the Interface Control Document for Florida Department of Law Enforcement Biometric Workflow (BIS ICD), and must:

a. Assign TCN & OBTS number.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

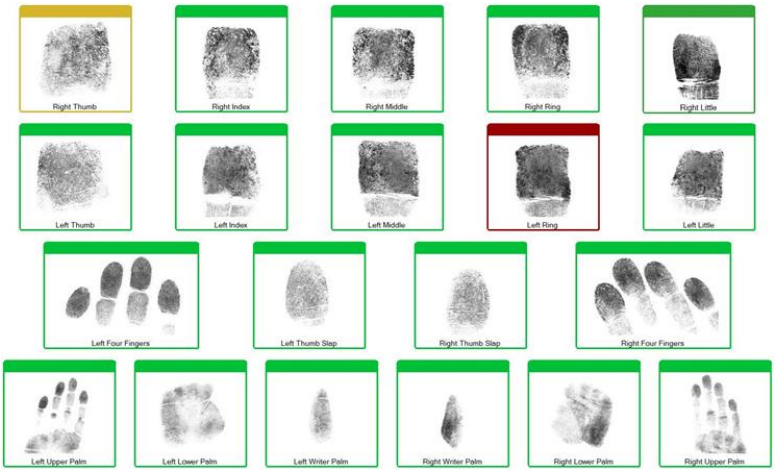
The proposed system will be configured to automatically assign a TCN and OBTS number for each record created.

b. Collect full tenprint fingerprint impressions – rolled, plain/slaps, and palms.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of capturing full tenprint fingerprint impressions, including plain/slaps, rolled prints, and palm prints. The application will walk the user through the capture process step-by-step, and users will be able to view the complete set of captured prints directly on screen once capture is completed.

Fingerprint Review



c. Capture a mugshot via digital camera or configurable folder via standalone mugshot system.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus has successfully implemented integrated mugshot capture for Florida livescans under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The proposed system is capable of utilizing a connected digital camera or folder import process for mugshot capture. Users will be able to select the photo source within the application, and the system will initiate the Photo Capture Wizard. The Photo Capture Wizard will walk the user through the photo capture process step-by-step. Additionally, the application uses a Face Find feature, which automatically detects an individual's eyes within the image and sets the crop box to the optimal NIST-compliant dimensions, making the capture process as easy as possible for the user.

i. Provide an entry screen for entering demographics, charge information, and all additional required or optional data elements for a booking transaction. Data field requirements are outlined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We will ensure that all demographic data, charge code tables, and other data elements are configured in full compliance with the BIS ICD specifications. Since the LiveScan Plus system's data fields are not hardcoded, all of these ToT configurations can be updated at any time, without the need for any additional development or coding. This ensures ongoing compliance with future BIS ICD updates.

d. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

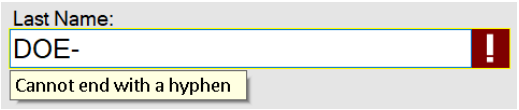
DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

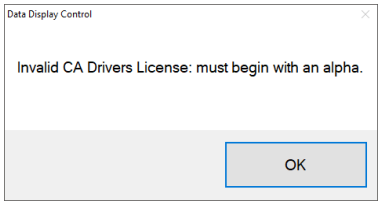
DataWorks Plus has successfully implemented the required field functionality and full-featured validation protocols for Florida livescans under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The proposed system has an extensive set of field validation protocols which automatically check data fields for specific text types, text lengths, and naming conventions. If any data is entered which violates validation protocols, the user will be immediately notified of the error so it can be fixed. This prevents users from saving or submitting records with erroneous data.

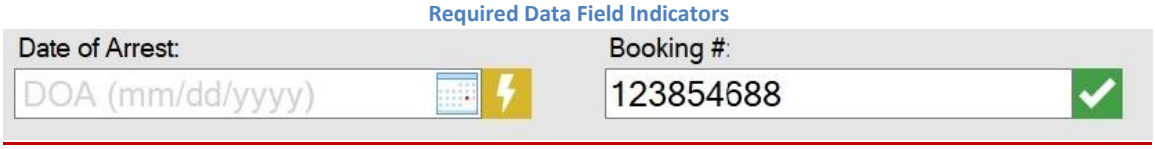
In addition, the screen layout function of the Administration Module includes editable validation. The validation options include invalid/valid special characters, dependent field specification, number of allowable spaces, field lengths, and as well as other items to be validated by the system prior to record save or transmission. An example of on-screen validation errors within the application has been provided within the following images.

Validation Error Examples





LiveScan Plus can be configured at installation by DataWorks Plus as well as after installation by a system administrator to have required fields to conform to the requirements. When working with your agency to determine fields to be included in the system, DataWorks Plus will also ask for which fields should be required. The required fields will be validated prior to submittal to the State AFIS, which will reduce the possibility of the record being rejected upon submission. Any data fields that are mandatory will be clearly denoted on-screen with a yellow lighting icon when empty, and a green checkmark when filled according to validation rules. If a user attempts to save or submit a record before required fields have been completed, the user will receive on-screen notifications regarding the incomplete mandatory data fields.



e. Provide an Application Programming Interface (API) for exchanging demographic and charge information via the agency's Records Management System and/or Jail Management System.

The API for exchanging information with a Records Management System and/or Jail Management System must conform to the National Information Exchange Model (NIEM) version of the Electronic Biometric Transmission Specification (EBTS).

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus has successfully utilized the proposed system's API to allow RMS / JMS interfaces with our LiveScan Plus application under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The proposed system's API allows seamless interfacing of the application to third-party data systems via software interfaces. This allows the application to push and pull data between itself and an existing RMS or JMS. The proposed system's API and any interfaces created by DataWorks Plus will fully adhere to NIEM and EBTS requirements. DataWorks Plus will configure the proposed system to electronically transmit each of these specified data pieces to the FDLE BIS, as required.

f. Transmit the fingerprints, palm prints, mug shots, demographics and charge information to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We can configure the system to submit completed fingerprint records, including fingerprints, palm prints, mugshots, demographics, and charge information to any required data source. We will configure the system to submit to the FDLE BIS in accordance with the BIS ICD specifications.

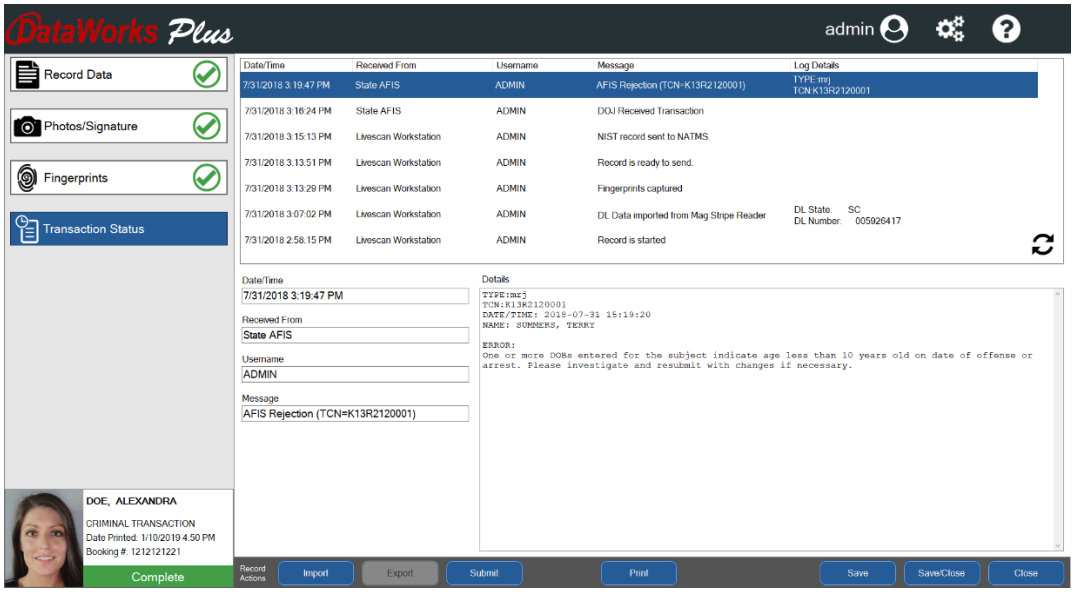
g. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus has successfully implemented the retrieval and display of FDLE AFIS responses within the LiveScan Plus application under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The Transaction Tab will display the status and history for the record. The user can see the date/time the record was created, the status and description of whether the record is ready to be submitted to the database, the source of the record data, and any subject or message notes.

Transaction Tab



3.2.3 Department of Corrections Custody (RFP Section 2.2.3)

Department of Corrections Custody workflow must be compliant with the Interface Control Document for Florida Department of Law Enforcement Biometric Workflow (BIS ICD), and must:

a. Assign TCN & OBTS number.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

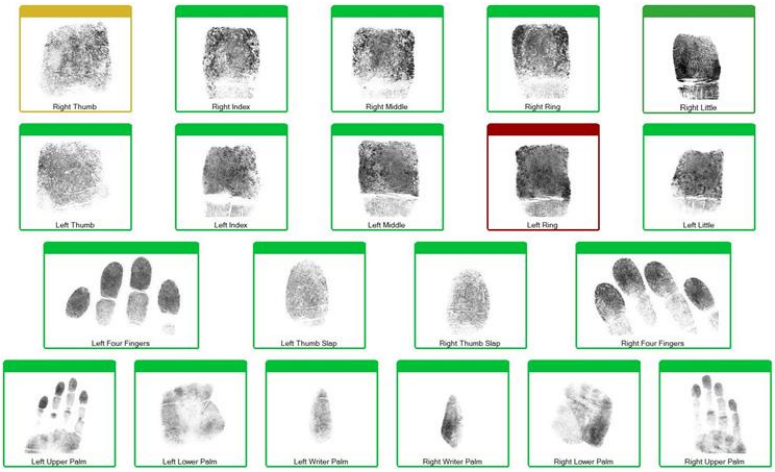
The proposed system will be configured to automatically assign a TCN and OBTS number for each record created.

b. Collect full tenprint fingerprint impressions – rolled, plain/slaps, and palms.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of capturing full tenprint fingerprint impressions, including plain/slaps, rolled prints, and palm prints. The application will walk the user through the capture process step-by-step, and users will be able to view the complete set of captured prints directly on screen once capture is completed.

Fingerprint Review



c. Capture a mugshot via digital camera or configurable folder via standalone mugshot system.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. The proposed system is capable of utilizing a connected digital camera or folder import process for mugshot capture. Users will be able to select the photo source within the application, and the system will initiate the Photo Capture Wizard. The Photo Capture Wizard will walk the user through the photo capture process step-by-step. Additionally, the application uses a Face Find feature, which automatically detects an individual's eyes within the image and sets the crop box to the optimal NIST-compliant dimensions, making the capture process as easy as possible for the user.

j. Provide an entry screen for entering demographics, charge information, and all additional required or optional data elements for a booking transaction. Data field requirements are outlined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We will ensure that all demographic data, charge code tables, and other data elements are configured in full compliance with the BIS ICD specifications. Since the LiveScan Plus system's data fields are not hardcoded, all of these ToT configurations can be updated at any time, without the need for any additional development or coding. This ensures ongoing compliance with future BIS ICD updates.

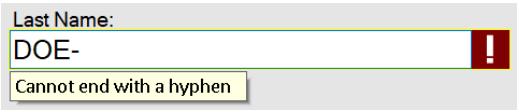
d. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

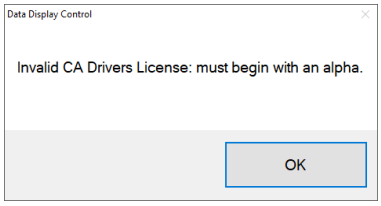
DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. The proposed system has an extensive set of field validation protocols which automatically check data fields for specific text types, text lengths, and naming conventions. If any data is entered which violates validation protocols, the user will be immediately notified of the error so it can be fixed. This prevents users from saving or submitting records with erroneous data.

In addition, the screen layout function of the Administration Module includes editable validation. The validation options include invalid/valid special characters, dependent field specification, number of allowable spaces, field lengths, and as well as other items to be validated by the system prior to record save or transmission. An example of on-screen validation errors within the application has been provided within the following images.

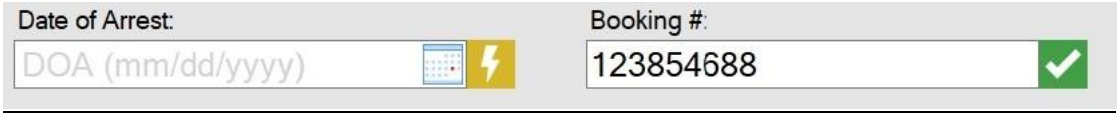
Validation Error Examples





LiveScan Plus can be configured at installation by DataWorks Plus as well as after installation by a system administrator to have required fields to conform to the requirements. When working with your agency to determine fields to be included in the system, DataWorks Plus will also ask for which fields should be required. The required fields will be validated prior to submittal to the State AFIS, which will reduce the possibility of the record being rejected upon submission. Any data fields that are mandatory will be clearly denoted on-screen with a yellow lighting icon when empty, and a green checkmark when filled according to validation rules. If a user attempts to save or submit a record before required fields have been completed, the user will receive on-screen notifications regarding the incomplete mandatory data fields.

Required Data Field Indicators



e. Provide an Application Programming Interface (API) for exchanging demographic and charge information via the agency's Records Management System and/or Jail Management System.

The API for exchanging information with a Records Management System and/or Jail Management System must conform to the National Information Exchange Model (NIEM) version of the Electronic Biometric Transmission Specification (EBTS).

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with EBTS and NIEM requirements. The proposed system's API allows seamless interfacing of the application to third-party data systems via software interfaces. This allows the application to push and pull data between itself and an existing RMS or JMS. The proposed system's API and any interfaces created by DataWorks Plus will fully adhere to NIEM and EBTS requirements. DataWorks Plus will configure the proposed system to electronically transmit each of these specified data pieces to the FDLE BIS, as required.

f. Transmit the fingerprints, palm prints, mug shots, demographics and charge information to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We can configure the system to submit completed fingerprint records, including fingerprints, palm prints, mugshots, demographics, and charge information to any required data source. We will configure the system to submit to the FDLE BIS in accordance with the BIS ICD specifications.

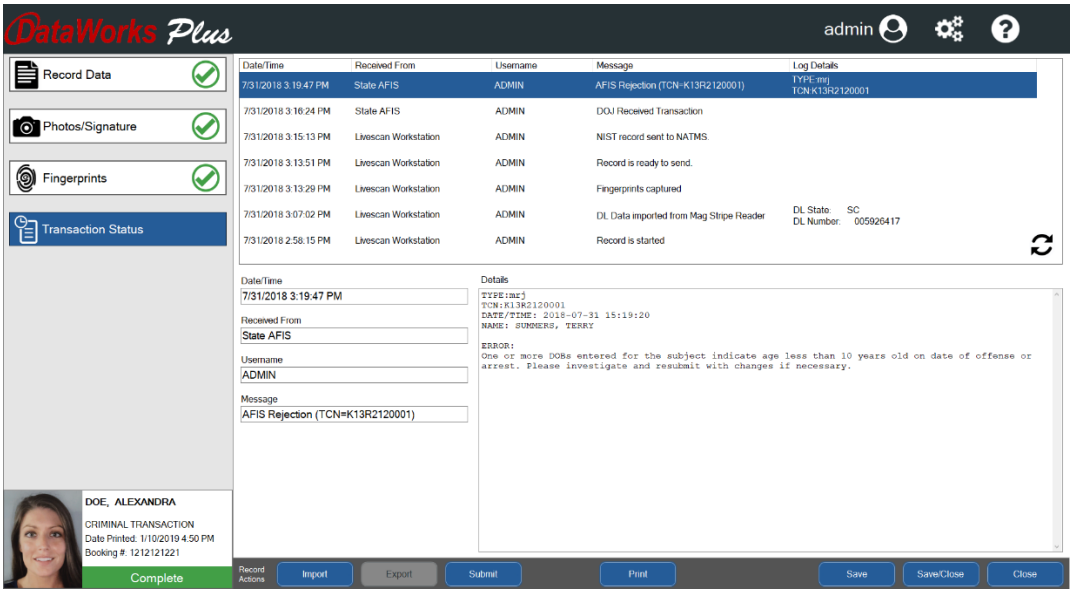
g. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We have successfully implemented the retrieval and display of FDLE AFIS responses within the LiveScan Plus application under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The Transaction Tab will display the status and history for the record. The user can see the date/time the record was created, the status and description of whether the record is ready to be submitted to the database, the source of the record data, and any subject or message notes.

Transaction Tab



3.2.4 Identification Only (RFP Section 2.2.4)

Identification Only workflow must be compliant with the Interface Control Document for Florida Department of Law Enforcement Biometric Workflow (BIS ICD), and must:

a. Assign TCN & OBTS number.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

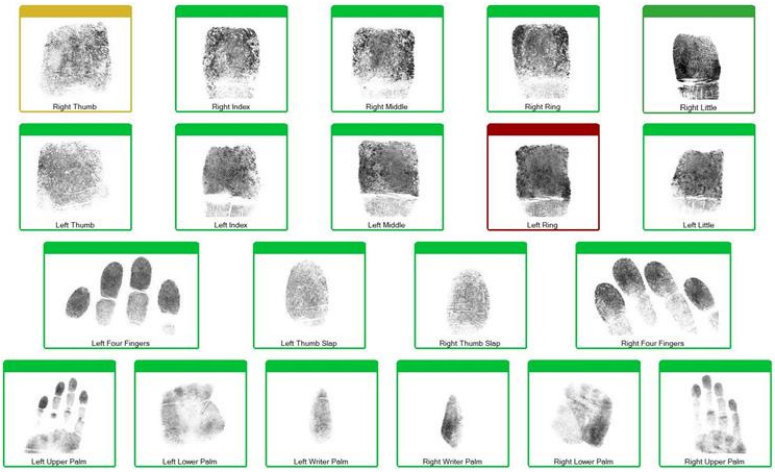
The proposed system will be configured to automatically assign a TCN and OBTS number for each record created.

b. Collect full tenprint fingerprint impressions – rolled, plain/slaps, and palms.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of capturing full tenprint fingerprint impressions, including plain/slaps, rolled prints, and palm prints. The application will walk the user through the capture process step-by-step, and users will be able to view the complete set of captured prints directly on screen once capture is completed.

Fingerprint Review



k. Provide an entry screen for entering demographics, charge information, and all additional required or optional data elements for a booking transaction. Data field requirements are outlined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We will ensure that all demographic data, charge code tables, and other data elements are configured in full compliance with the BIS ICD specifications. Since the LiveScan Plus system's data fields are not hardcoded, all of these ToT configurations can be updated at any time, without the need for any additional development or coding. This ensures ongoing compliance with future BIS ICD updates.

c. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

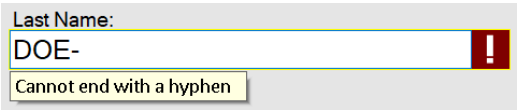
DataWorks Plus has successfully implemented the required field functionality and full-featured validation protocols for Florida livescans under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

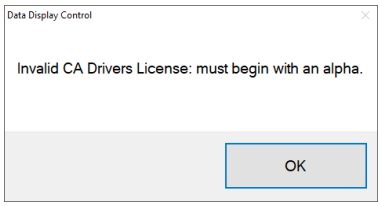
The proposed system has an extensive set of field validation protocols which automatically check data fields for specific text types, text lengths, and naming conventions. If any data is entered which violates validation protocols, the user will be immediately notified of the error so it can be fixed. This prevents users from saving or submitting records with erroneous data.

In addition, the screen layout function of the Administration Module includes editable validation. The validation options include invalid/valid special characters, dependent field specification, number of allowable spaces, field lengths, and as well as other items to be

validated by the system prior to record save or transmission. An example of on-screen validation errors within the application has been provided within the following images.

Validation Error Examples





LiveScan Plus can be configured at installation by DataWorks Plus as well as after installation by a system administrator to have required fields to conform to the requirements. When working with your agency to determine fields to be included in the system, DataWorks Plus will also ask for which fields should be required. The required fields will be validated prior to submittal to the State AFIS, which will reduce the possibility of the record being rejected upon submission. Any data fields that are mandatory will be clearly denoted on-screen with a yellow lighting icon when empty, and a green checkmark when filled according to validation rules. If a user attempts to save or submit a record before required fields have been completed, the user will receive on-screen notifications regarding the incomplete mandatory data fields.

Required Data Field Indicators

d. Transmit the fingerprints and other data fields to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We can configure the system to submit completed fingerprint records, including fingerprints, palm prints, mugshots, demographics, and charge information to any required data source. We will configure the system to submit to the FDLE BIS in accordance with the BIS ICD specifications.

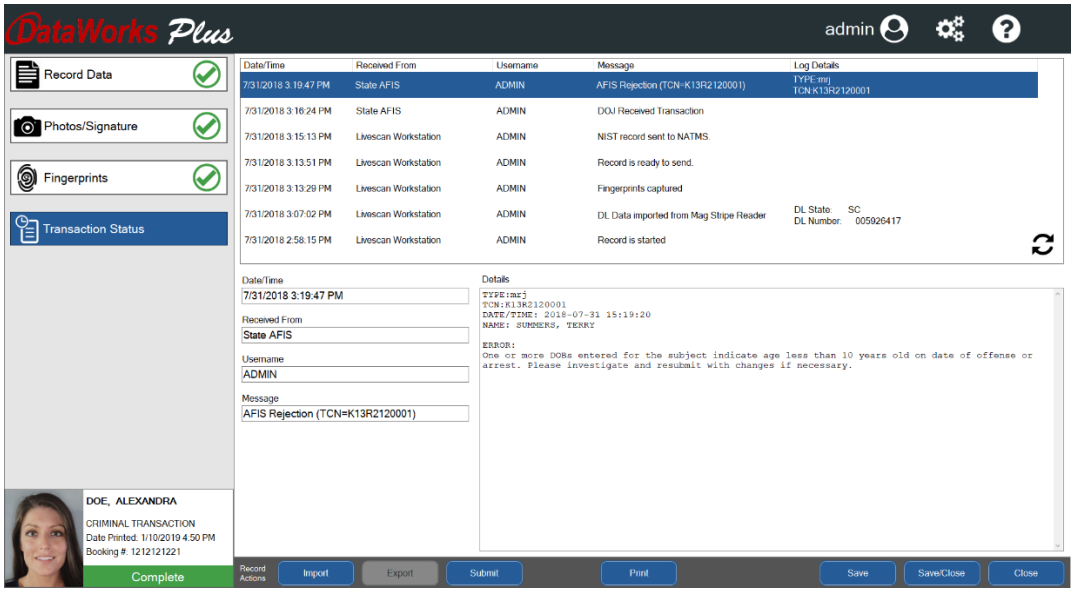
e. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus has successfully implemented the retrieval and display of FDLE AFIS responses within the LiveScan Plus application under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The Transaction Tab will display the status and history for the record. The user can see the date/time the record was created, the status and description of whether the record is ready to be submitted to the database, the source of the record data, and any subject or message notes.

Transaction Tab



3.2.5 Quick ID (RFP Section 2.2.5)

Quick ID workflow must be compliant with the Interface Control Document for Florida Department of Law Enforcement Biometric Workflow (BIS ICD), and must:

a. Assign TCN & OBTS number.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system will be configured to automatically assign a TCN and OBTS number for each record created.

b. Collect fingerprint impressions.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of capturing any required set of fingerprint impressions, in accordance with agency specifications. DataWorks Plus will configure the application to include the required Quick ID fingerprints and the application will prompt users to capture the designated prints step-by-step.

l. Provide an entry screen for entering demographics, charge information, and all additional required or optional data elements for a booking transaction. Data field requirements are outlined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We will ensure that all demographic data, charge code tables, and other data elements are configured in full compliance with the BIS ICD specifications. Since the LiveScan Plus system's data fields are not hardcoded, all of these ToT configurations can be updated at any time, without the need for any additional development or coding. This ensures ongoing compliance with future BIS ICD updates.

c. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

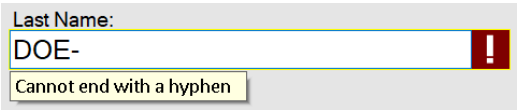
DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

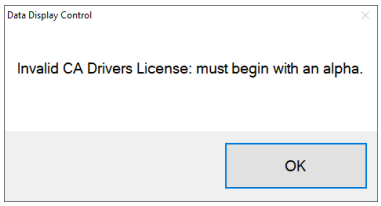
DataWorks Plus has successfully implemented the required field functionality and full-featured validation protocols for Florida livescans under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The proposed system has an extensive set of field validation protocols which automatically check data fields for specific text types, text lengths, and naming conventions. If any data is entered which violates validation protocols, the user will be immediately notified of the error so it can be fixed. This prevents users from saving or submitting records with erroneous data.

In addition, the screen layout function of the Administration Module includes editable validation. The validation options include invalid/valid special characters, dependent field specification, number of allowable spaces, field lengths, and as well as other items to be validated by the system prior to record save or transmission. An example of on-screen validation errors within the application has been provided within the following images.

Validation Error Examples

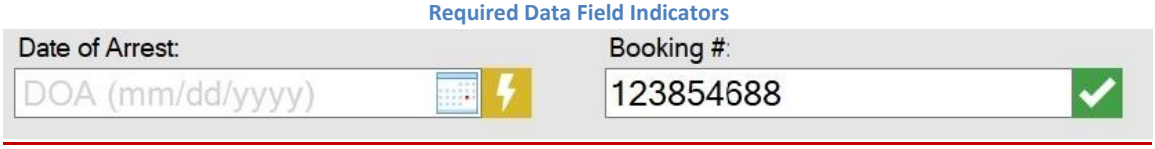




LiveScan Plus can be configured at installation by DataWorks Plus as well as after installation by a system administrator to have required fields to conform to the requirements. When working with your agency to determine fields to be included in the system, DataWorks Plus will also ask for which fields should be required. The required fields will be validated prior to

submittal to the State AFIS, which will reduce the possibility of the record being rejected upon submission. Any data fields that are mandatory will be clearly denoted on-screen with a yellow lighting icon when empty, and a green checkmark when filled according to validation rules. If a user attempts to save or submit a record before required fields have been completed, the user will receive on-screen notifications regarding the incomplete mandatory data fields.

Required Data Field Indicators



d. Transmit the fingerprints and other data fields to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We can configure the system to submit completed fingerprint records, including fingerprints, palm prints, mugshots, demographics, and charge information to any required data source. We will configure the system to submit to the FDLE BIS in accordance with the BIS ICD specifications.

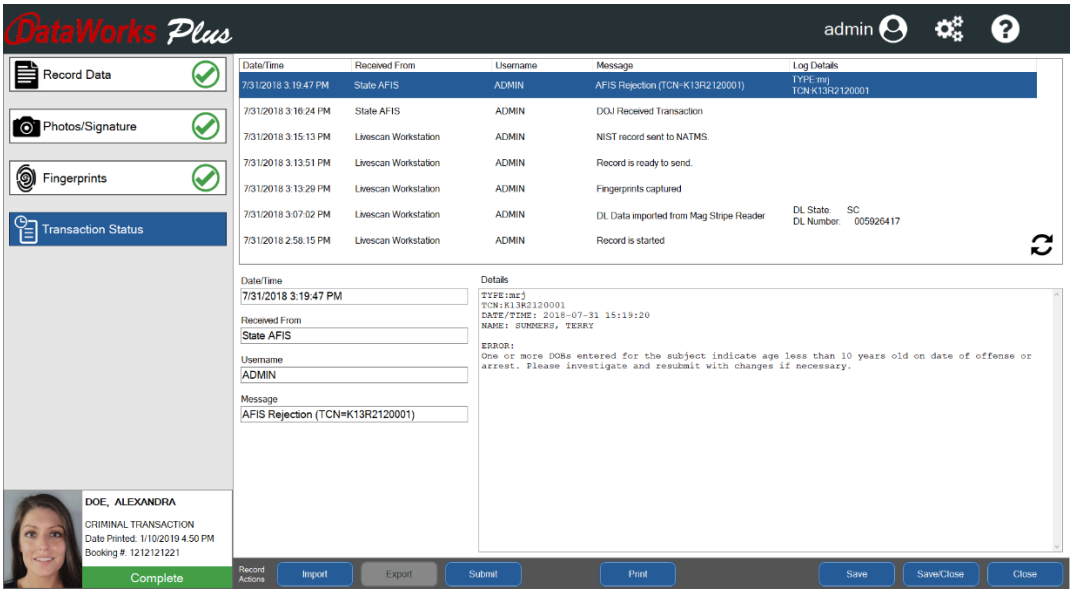
e. Receive and process the responses to the TOT submitted as defined in the BIS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus has successfully implemented the retrieval and display of FDLE AFIS responses within the LiveScan Plus application under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The Transaction Tab will display the status and history for the record. The user can see the date/time the record was created, the status and description of whether the record is ready to be submitted to the database, the source of the record data, and any subject or message notes.

Transaction Tab



3.2.6 Deceased Known, Deceased Unknown, Identification Only FBI, Add-On Charge (future functionality) (RFP Section 2.2.6)

These workflows will become accessible following the implementation of FDLE's Multi-Biometric Identification Solution (MBIS) System, which is anticipated in early 2025. These workflows must meet the new compliance requirements as outlined in the Criminal LiveScan MBIS Interface Control Document (ICD) and the MBIS Requirements Definition Document (RDD). The relevant documents will be provided to ensure full compliance upon successful implementation of the MBIS System. As with all previous workflows the following must be included:

a. Assign TCN & OBTS number.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of assigning a TCN and OBTS identifier to both current and future ToTs. DataWorks Plus will build all future ToTs in accordance with the MBIS ICD updates released by the state.

b. Collect fingerprint impressions.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of capturing any required set of fingerprint impressions, in accordance with agency specifications. DataWorks Plus will configure the application to include the required fingerprints and the application will prompt users to capture the designated prints step-by-step.

c. Provide an entry screen for entering all required or optional data elements. Data field requirements are outlined in the MBIS ICD and MBIS RDD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will create all required data entry screens, form layouts, and code tables in accordance with the provided MBIS ICD and MBIS RDD. Since the proposed system's data fields are not hardcoded, DataWorks Plus will be able to implement these future data screens without any additional development or coding.

d. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will configure the proposed system's validation protocols and required field configurations in accordance with state specifications. This will ensure that users have to enter data correctly within the application.

e. Transmit the fingerprints and other data fields to the FDLE BIS using the appropriate Type of Transaction (TOT) as defined in the MBIS ICD and the MBIS RDD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We can configure the system to submit completed fingerprint records, including fingerprints, palm prints, mugshots, demographics, and charge information to any required data source. We will configure the system to submit to the FDLE BIS in accordance with the MBIS ICD and MBIS RDD specifications.

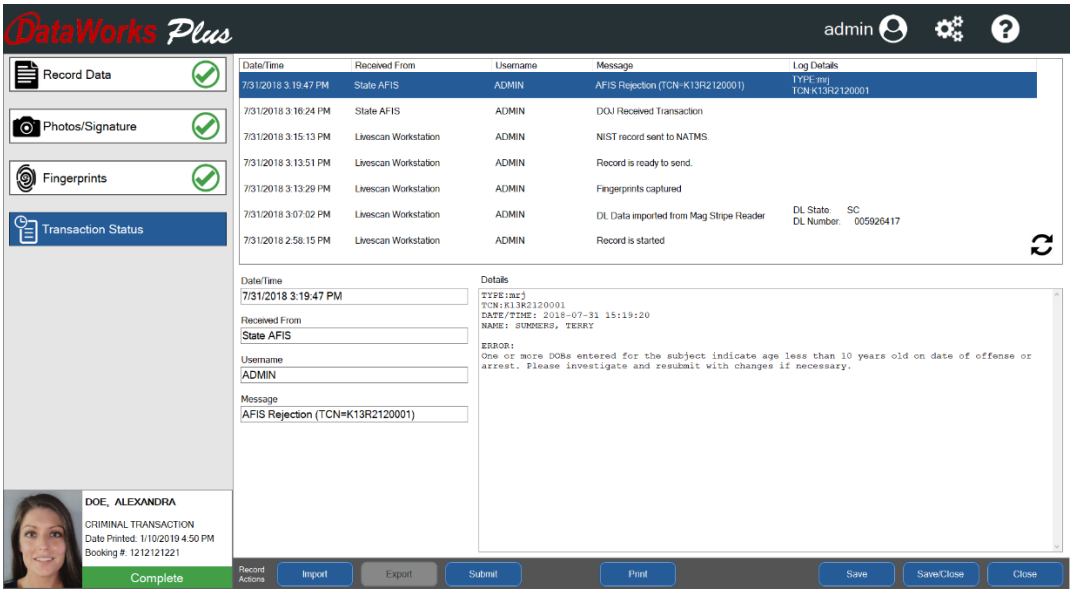
f. Receive and process the responses to the TOT submitted as defined in the MBIS ICD and the MBIS RDD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus has successfully implemented the retrieval and display of FDLE AFIS responses within the LiveScan Plus application under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The Transaction Tab will display the status and history for the record. The user can see the date/time the record was created, the status and description of whether the record is ready to be submitted to the database, the source of the record data, and any subject or message notes.

Transaction Tab



Applicant (Civil) Workflows

3.2.7 Criminal Justice Applicant (RFP Section 2.2.7)

Criminal Justice Applicant workflow must be compliant with the FALCON/AFIS Interface Control Document and the Civil Workflow Control System Interface Control Document, and must:

a. Assign TCN.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system will be configured to automatically assign a TCN for each record created. The naming conventions of these identifiers are configurable to meet agency specifications.

b. Collect fingerprint impressions – rolled, plain/slaps.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of capturing any required set of fingerprint impressions, in accordance with agency specifications. DataWorks Plus will configure the application to include the required Quick ID fingerprints and the application will prompt users to capture the designated prints step-by-step.

c. Have the ability to capture a portrait via digital camera or configurable folder.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of utilizing a connected digital camera or folder import process for portrait capture. Users will be able to select the photo source within the

application, and the system will initiate the Photo Capture Wizard. The Photo Capture Wizard will walk the user through the photo capture process step-by-step. Additionally, the application uses a Face Find feature, which automatically detects an individual's eyes within the image and sets the crop box to the optimal NIST-compliant dimensions, making the capture process as easy as possible for the user.

d. Provide an entry screen for entering all required or optional data elements for a criminal justice applicant transaction.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We will ensure that all demographic data, charge code tables, and other data elements are configured in full compliance with the BIS ICD specifications. Since the LiveScan Plus system's data fields are not hardcoded, all of these ToT configurations can be updated at any time, without the need for any additional development or coding. This ensures ongoing compliance with future updates.

e. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

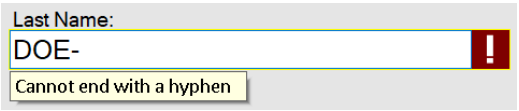
DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

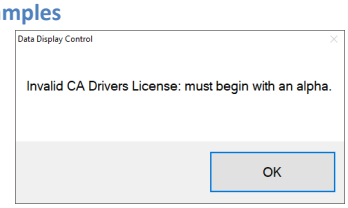
DataWorks Plus has successfully implemented the required field functionality and full-featured validation protocols for Florida livescans under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The proposed system has an extensive set of field validation protocols which automatically check data fields for specific text types, text lengths, and naming conventions. If any data is entered which violates validation protocols, the user will be immediately notified of the error so it can be fixed. This prevents users from saving or submitting records with erroneous data.

In addition, the screen layout function of the Administration Module includes editable validation. The validation options include invalid/valid special characters, dependent field specification, number of allowable spaces, field lengths, and as well as other items to be validated by the system prior to record save or transmission. An example of on-screen validation errors within the application has been provided within the following images.

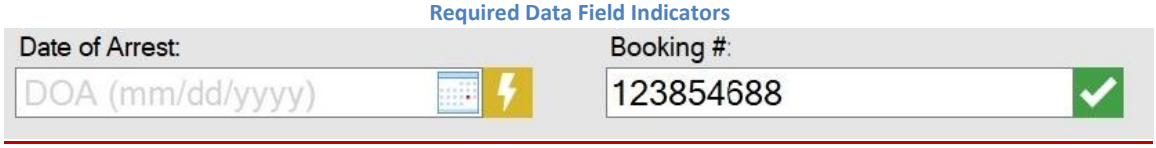
Validation Error Examples





LiveScan Plus can be configured at installation by DataWorks Plus as well as after installation by a system administrator to have required fields to conform to the requirements. When working with your agency to determine fields to be included in the system, DataWorks Plus will also ask for which fields should be required. The required fields will be validated prior to submittal to the State AFIS, which will reduce the possibility of the record being rejected upon submission. Any data fields that are mandatory will be clearly denoted on-screen with a yellow lighting icon when empty, and a green checkmark when filled according to validation rules. If a user attempts to save or submit a record before required fields have been completed, the user will receive on-screen notifications regarding the incomplete mandatory data fields.

Required Data Field Indicators



f. Transmit the fingerprints and other data fields to the FDLE Civil Workflow Control System.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

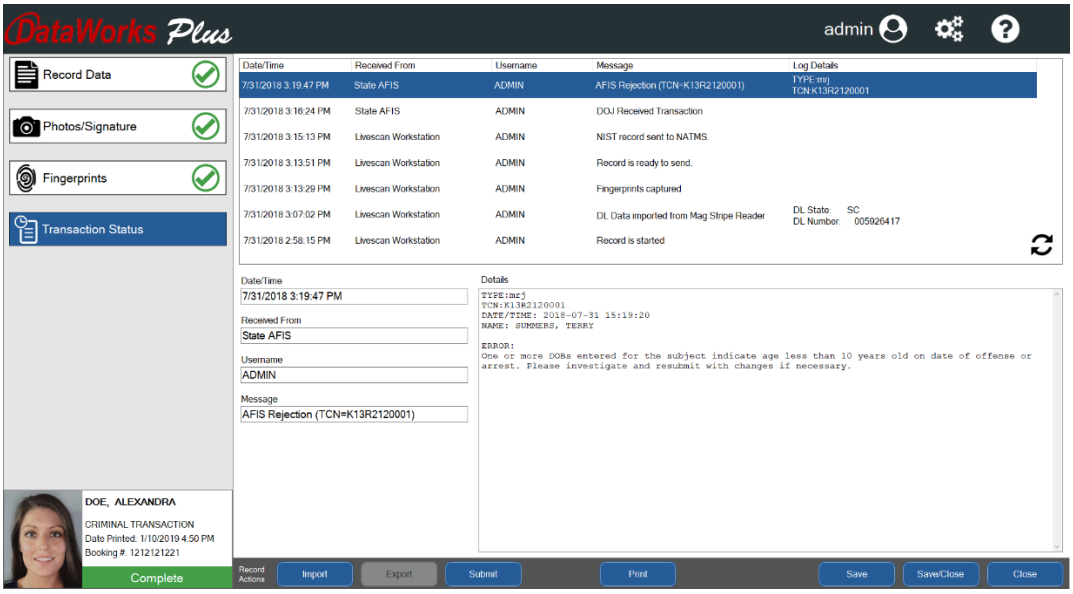
DataWorks Plus can configure the system to submit completed applicant records, including fingerprints and demographics information, to any required data source. We will configure the system to submit to the FDLE BIS in accordance with the agency specifications.

g. Receive and process the responses to the TOT submitted as defined in the FALCON/AFIS ICD and the CWCS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

Within the proposed system, the Transaction Tab will display the status and history for the record. The user can see the date/time the record was created, the status and description of whether the record is ready to be submitted to the database, the source of the record data, and any subject or message notes.

Transaction Tab



3.2.8 Non-Criminal Justice Applicant (RFP Section 2.2.7)

Non-Criminal Justice Applicant workflow must be compliant with the FALCON/AFIS Interface Control Document and the Civil Workflow Control System Interface Control Document, and must:

a. Assign TCN.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system will be configured to automatically assign a TCN for each record created.

b. Collect fingerprint impressions – rolled, plain/slaps.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of capturing any required set of fingerprint impressions, in accordance with agency specifications. DataWorks Plus will configure the application to include the required fingerprints and the application will prompt users to capture the designated prints step-by-step.

c. Have the ability to capture a portrait via digital camera or configurable folder.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The proposed system is capable of utilizing a connected digital camera or folder import process for portrait capture. Users will be able to select the photo source within the application, and the system will initiate the Photo Capture Wizard. The Photo Capture Wizard will walk the user through the photo capture process step-by-step. Additionally, the

application uses a Face Find feature, which automatically detects an individual's eyes within the image and sets the crop box to the optimal NIST-compliant dimensions, making the capture process as easy as possible for the user.

d. Provide an entry screen for entering all required or optional data elements for a criminal justice applicant transaction.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will implement this functionality in accordance with FDLE specifications. We will ensure that all demographic data, charge code tables, and other data elements are configured in full compliance with the BIS ICD specifications. Since the LiveScan Plus system's data fields are not hardcoded, all of these ToT configurations can be updated at any time, without the need for any additional development or coding. This ensures ongoing compliance with future BIS ICD updates.

e. Entry screen should mandate all required fields and should apply validations to all fields. If a required field is not completed or a field does not pass a data edit, the system should notify the user and prevent the transaction from being submitted.

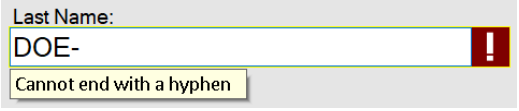
DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

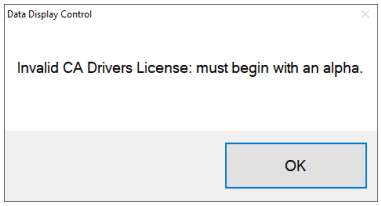
DataWorks Plus has successfully implemented the required field functionality and full-featured validation protocols for Florida livescans under the previous FDLE State Contract, and this capability will be maintained within the newly-proposed LiveScan Plus system.

The proposed system has an extensive set of field validation protocols which automatically check data fields for specific text types, text lengths, and naming conventions. If any data is entered which violates validation protocols, the user will be immediately notified of the error so it can be fixed. This prevents users from saving or submitting records with erroneous data.

In addition, the screen layout function of the Administration Module includes editable validation. The validation options include invalid/valid special characters, dependent field specification, number of allowable spaces, field lengths, and as well as other items to be validated by the system prior to record save or transmission. An example of on-screen validation errors within the application has been provided within the following images.

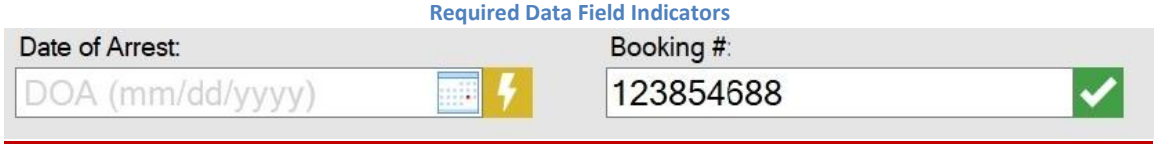
Validation Error Examples





LiveScan Plus can be configured at installation by DataWorks Plus as well as after installation by a system administrator to have required fields to conform to the requirements. When working with your agency to determine fields to be included in the system, DataWorks Plus will also ask for which fields should be required. The required fields will be validated prior to submittal to the State AFIS, which will reduce the possibility of the record being rejected upon submission. Any data fields that are mandatory will be clearly denoted on-screen with a yellow lighting icon when empty, and a green checkmark when filled according to validation rules. If a user attempts to save or submit a record before required fields have been completed, the user will receive on-screen notifications regarding the incomplete mandatory data fields.

Required Data Field Indicators



f. Transmit the fingerprints and other data fields to the FDLE Civil Workflow Control System.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus can configure the system to submit completed applicant records, including fingerprints and demographics information, to any required data source. We will configure the system to submit to the FDLE BIS in accordance with agency specifications.

g. Receive and process the responses to the TOT submitted as defined in the FALCON/AFIS ICD and the CWCS ICD.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

Within the proposed system, the Transaction Tab will display the status and history for the record. The user can see the date/time the record was created, the status and description of whether the record is ready to be submitted to the database, the source of the record data, and any subject or message notes.

3.3 CONTRACTOR RESPONSIBILITIES (RFP Section 2.3)

3.3.1 Contract Service Requirements (RFP Section 2.3.1)

Requests by the FDLE and OEUs for product literature, price lists, and specifications must be provided within five working days after receipt of a written request, at no charge. However, the FDLE reserves the right to review and approve all product literature, price lists, and promotional materials before distribution to the FDLE and OEUs.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus is prepared to provide each of these listed resources to the agency in the timeframe specified, at no charge. Our company maintains this data so that customer agencies can review and approve our offered products quickly. We will work with FDLE and OEUs to ensure optimal distribution of all proposed products.

3.3.2 Factory Service Requirements (RFP Section 2.3.2)

The Contractor agrees to maintain at least one factory-authorized service station and/or servicing dealer within the State of Florida to perform warranty repairs and adjustments throughout the Contract term. The Contractor must provide ordering instructions. The Contractor shall promptly notify the FDLE of any changes thereto, however, the parties expressly agree that changes to the service representative list are not Contract amendments and do not require a formal written agreement. This arrangement shall not relieve the Contractor of its duty to maintain at least one authorized service location within the State of Florida.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus is positioned to provide rapid local service and support to our Florida customers. We currently have three factory-authorized service stations located in the state of Florida that can perform warranty repairs and adjustments throughout the contract term. Our Florida in-state customer support engineers are capable of performing these specified support services. Additionally, our Support Center within our company headquarters in Greenville, SC is available on a 24/7 basis to receive support calls and coordinate any warranty repairs or adjustments throughout the contract term.

3.3.3 Standard Support Levels (RFP Section 2.3.3)

Contractors shall provide the following levels of support under the Contract:

a. Inside delivery, with set-up, installation and training
b. Standard warranty and maintenance (minimum 36-months, including all labor, materials and transportation charges)
c. Standard manufacturer's service response
d. 30-day money back guarantee, return to Contractor, with no shipping charges or restocking fee or comparable charges when alternative product(s) purchased.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus is prepared to provide each of these listed support services. Our technicians will handle all installation, testing, and training for the delivered components. The provided

systems will be covered under a full 36-month warranty, as required. Ongoing maintenance agreements beyond the warranty period are available on an annual basis via our standard Maintenance Agreement. DataWorks Plus is also prepared to provide the 30-day moneyback guarantee for customer agencies, as required.

3.3.4 Installation (RFP Section 2.3.4)

The Contractor should include on-site, inside product delivery, uncrating, assembly, full installation, and removal of debris at no additional cost to the FDLE or OEUs. All software must be fully integrated, online and fully operational. Exceptions may be negotiated with the FDLE or OEUs ordering and must be documented in writing.

Contractor must provide to the FDLE or OEUs all equipment technical requirements prior to scheduling the installation. Technical requirement information will include, but not be limited to: data connection(s); appropriate electrical wiring and power supply; communications requirements, planned interfaces to the Biometric Information Solution

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus is proposing "turnkey" systems which will be fully integrated and ready for operation in their shipped state. Our technicians will handle all unpacking, set-up, configuration, testing, and training on-site. These services will be performed at no cost to FDLE or the customer agency. We will coordinate shipment of all hardware to agency sites prior to installation scheduling, as required.

Please note that DataWorks Plus does not provide or install any networking or power infrastructure for customer agencies. It will be the responsibility of the agency to provide working power and network outlets in reachable proximity to the designated workstation locations. DataWorks Plus will provide all cables and peripherals required to plug into these agency-provided outlets.

3.3.5 Warranty (RFP Section 2.3.5)

Awarded Contractor must provide a thirty-six (36) warranty for parts and labor on the Live Scan Equipment and Software to be included in the cost of the equipment and/or software purchased under this Contract. The warranty period must begin upon acceptance of the system by the FDLE or OEUs.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

The provided solution will be covered under a full 36-month warranty, as required. Any software or hardware components that are found to be defective or malfunctioning during the warranty period will be repaired or replaced at no cost to the agency. The warranty period will begin upon acceptance of the system FDLE or OEU's. Additional coverage beyond the warranty period is available on an annually-renewable basis via our standard Maintenance Agreement.

3.3.6 Maintenance (RFP Section 2.3.6)

Contractor shall offer an extended maintenance program that offers preventive/remedial service for the system that commences after the initial thirty-six (36) warranty period. It shall be the responsibility of the FDLE or OEUs to purchase additional maintenance contracts after the initial thirty-six (36) month warranty expires from the Contractor.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

Maintenance for the proposed system will be provided by our company Support Center and in-state customer support engineers. DataWorks Plus trains every Support Center engineer and provides these individuals with the tools and information needed to ensure superior system operation. The Support Center assures constant availability of a highly skilled core team of engineers, maximizing the effectiveness and timeliness of service when a support call is placed. Additionally, DataWorks Plus has placed three regional support technicians residing directly within the State of Florida. DataWorks Plus' goal is to provide the fastest response times possible, and maintaining a local support presence in close geographic proximity allows us to ensure rapid responses, even when on-site assistance is needed.

DataWorks Plus' Support Center is available to receive calls for assistance via a toll-free line 24 hours a day, 7 days a week, 365 days a year. If a technician is not available to answer the call, the call will normally be returned within 15 minutes and is guaranteed to be returned within one (1) hour. All support is included in the warranty and maintenance plans. In addition to calling in a problem, agencies can contact our support team by emailing in a ticket to support@dataworksplus.com.

DataWorks Plus' support staff also will have remote access to your agency's system for quicker, more reliable problem resolution. Support Center engineers log each call and assist in the resolution of problems, such as verification, diagnosis, correction of material errors, and defects in the hardware, software and network connections. If the technical support engineer is unable to solve the problem remotely, then an engineer will be sent to your agency to resolve the issue on-site.

Resolving the Problem: Calls that come into the support center are logged in to our call tracking system. At that point, calls are handled as follows:

1. **Assigned to a technician for review and diagnosis.**
2. **Calls that cannot be diagnosed and handled quickly are escalated to a senior engineer.**
3. **The ticket may be escalated to a local technician or vendor in the customer's geographical area, if necessary.**
4. **The senior engineer may work with our development team to resolve software issues.**

At all points, the support technician is responsible for keeping the customer updated on the progress of the ticket. If a ticket needs to be escalated further, the Director of Technical

Support can be contacted to review the progress of the support ticket and take any necessary actions to resolve the issue quickly.

Opening a support ticket: When you call the toll-free number, our support technicians will open a support ticket for you. This ticket number is available for your records, should you need it, and it ensures that your system problem is accurately handled by our company.

Obtaining Replacement Parts: Should the technical support department determine that new parts or devices are needed for your equipment, we will issue an RMA from here to send the part directly to your site. When the part arrives, please use the return shipping label to ship the damaged part back to us.

Escalation of Tickets: If a ticket needs to be escalated, the Director of Technical Support will review the ticket and handle appropriately.

3.3.7 Instruction Manuals (RFP Section 2.3.7)

At the time of the delivery of products or services under any Contract resulting from this solicitation, the Contractor(s) must furnish the FDLE or OEUs one instruction and maintenance manual for each unit ordered. Bulletins, revisions, and corrections must be supplied to the FDLE and OEUs as they are issued by the manufacturer. Each instruction and maintenance manual must contain definitions of terms; definitions of equipment; equipment capabilities; technical descriptions of equipment operations; descriptions of malfunction identifications; troubleshooting procedures; and detailed schematic and use instructions.

Upon request of the FDLE or OEUs, the Contractor will make available (hardcopy or electronically) additional or replacement instructions and maintenance manuals for all equipment.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will provide full written documentation for the proposed system. This will include manuals for all application software and system hardware such as a Site Preparation Guide, Administrator Guide, User Guide, and any contract-specific documents developed as part of the program plan. User guides include a system overview, application interface basics, and detailed instructions for using all modes of operation. Instructions describe the screens and provide step-by-step procedures for completing tasks. Administrator guides cover hardware, software, communications, diagnostics, monitoring system activity, reporting, backup and recovery, and maintenance.

Online help manuals are included in the software and can be used at any time to assist users in navigating the software. Users can click on "help" from the application and search for information as needed. In addition, these manuals can be printed as necessary and used in any future training classes as needed.

3.3.8 Training and Documentation (RFP Section 2.3.8)

a. Contractor shall provide a training program for using the equipment. Training shall be conducted on-site and shall provide administrators and/or operators of the system with all necessary information to effectively administer/operate the live scan equipment and software. The training curriculum shall be reviewed by the FDLE before conducting the training.

b. Contractor must provide at least one training session upon delivery and installation of the unit for up to ten students, at no charge. Additional training shall be provided for a charge per session.

c. Contractor must provide the following documentation associated with the live scan equipment and software: current certification status with the American National Standards for Information Systems Data Format for the Interchange of Fingerprint, Facial and Other Biometric Information (ANSI/NIST-ITL 1-2011 Update:2013).

d. Contractor must provide documentation for all capabilities, power and communications requirements, and the ability to interface directly to current and planned interfaces to the AFIS system.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

Using a "Train the Trainer" method, DataWorks Plus will train supervisors so they can likewise train their staff. This approach ensures system administrators will also be equipped to train additional staff in the future and reduces the training costs to your agency. The one-day training session takes place on-site and prepares up to 10 trainers for user orientation training. The training will be conducted using the installed live scan. Manuals will be provided for each trainer.

In addition to training, DataWorks Plus will provide each of the required documentation types specified within the ITN. This includes user and administrator guides, as well as "site-preparation" guides that show all power and communication requirements for customer agencies.

Training Overview

Trainers will be prepared to provide user orientations including lectures and hands-on practice with the LiveScan Plus system. The training uses the documentation provided with the system to familiarize users and system administrators with the products. User Training explains how to create a new booking record, import demographic data, capture fingerprint images, print a record, locate and update an existing record, delete an existing record, capture mugshot images (if the photo capture module is purchased), and print.

User Training Outline

The following tables contain a general outline of the primary topics that will be covered during the training sessions. Length of the training sessions and the ratio of hands-on

practice to lecture time are adjusted to fit student's needs. The easy to use Graphical User Interface (GUI) of LiveScan Plus requires minimal training. We have included eight (8) hours of train the trainer training, but in most cases, the full 8 hours is not necessary to complete the training.

Table 1 - Train-The-Trainer Outline

Subject	*Topics*
Operating System	System Navigation Log in & out of system
Booking	Record Creation Ten Print Capture Data Capture/Import Photo Capture Module (if purchased)
Searching/Retrieving Records	NIST Manager Express NISTWorks Web Retrieval Retrieving Printing
Additional Topics	Fingerprint Comparison Online Transaction Monitor

System Administrator Training Outline

System Administration Training is provided on-site or via web-conferencing using the installed system. System Administration Training explains routine backup procedures, the use of filters to narrow the scope of a search, the procedure for creating a search filter, preventive maintenance procedures, and troubleshooting.

Table 2 - Administrator Training Outline

Subject	*Topics*
SQL Server	Backup/Restore Administration Security
Administrator	Capture Search Printing Data base modification User & Group Creation Report Generation Screen Creation Activity Tracking Online Transaction Monitor System Security

System Interfaces	As required to reflect customer configuration and workflow

3.3.9 Delivery (RFP Section 2.3.9)

Freight and inside delivery costs should be included in unit prices. Delivery is required within thirty (30) days from receipt of an FDLE or OEUs purchasing document containing complete and correct ordering information. Any special order, stand-alone, large equipment and specialty software products should be delivered within sixty (60) days after receipt of a purchasing document. Exceptions must be negotiated with the FDLE or OEUs and documented in writing. Contractors must notify the FDLE or OEUs at least seventy-two (72) hours in advance of delivery of equipment so that necessary arrangements can be made.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus understands and agrees to these specified delivery terms. All delivery costs are included in our proposed price, and DataWorks Plus will provide systems within the specified timeframes. We will work with individual agencies to establish timely delivery and installation within all relevant agency facilities.

3.3.10 Replacement/Discontinued Models (RFP Section 2.3.10)

During the term of the Contract, the Contractor may submit for consideration and approval a replacement model for any awarded item. The replacement offered must meet or exceed the original solicitation specifications and must not exceed the price of the originally awarded model. Acceptance of any replacement model is at the discretion of the FDLE.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus will inform FDLE if any proposed scanner model or related hardware is discontinued by the manufacturer, with alternative hardware of equivalent or improved specifications at equivalent or lower cost. All proposed hardware or software will be fully compliant with all of the specifications defined within this ITN.

3.3.11 Sales Summary Reports (RFP Section 2.3.11)

The following data shall be reported to the FDLE on a quarterly and annual Contract basis:

a. Contractor's name

b. Reporting period

c. Total dollar value of purchases per quarter, separated by:

- **State Agency and OEUs totals**
- **Purchase order and P-Card order totals**
- **Product group**

d. Excel report itemizing total purchases for a period shall include columns for the following information:

- **Manufacturer's name**

- **Agency name**
- **Product number**
- **Item description**
- **Product group number**
- **Identify lease or purchase status**
- **Unit of measure**
- **Quantity**
- **Manufacturer list price**
- **Percentage discount taken**
- **Final purchase price**

Shall highlight the State Agencies and OEUs that account for the greatest purchase volume per product group.

Failure to provide quarterly and annual sales reports, including no sales, within thirty (30) calendar days following the end of each quarter (January, April, July, and October) and/or Contract-year may result in the Contractor being found in default and subsequent cancellation of the Contract by the FDLE.

Submission of contract sales summaries is the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed contract sales summary information as described above by email to the Contract Manager. FDLE shall distribute, in electronic format, the contract sales summary information to be used by the awarded Contractor upon Contract signature.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus understands and agrees to provide sales summary reports detailing each of these specified data pieces. The reports will be provided to FDLE at the intervals specified. The DataWorks Plus Project Manager will provide these reports as part of the contract.

3.3.12 Balance of Line (RFP Section 2.3.12)

Contractor(s) may have the opportunity to include a balance of line which will include software, hardware, accessories and other equipment and features that are directly related to the Live Scan equipment's operational capabilities that fall within the scope of this Contract, at a fixed discount equal to or greater than the discount applied to numbered items bid. This information shall not be submitted with Respondent's Reply. The addition of any products to any contract resulting from this ITN shall require written approval by the FDLE.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus understands and fully complies. We will adhere to the policies defined by FDLE within this ITN.

3.3.13 Miscellaneous Fees and Charges (RFP Section 2.3.13)

Contractor may not charge FDLE or OEUs any additional fees, including but limited to property tax, sales tax, delivery charges, pick-up charges and fuel surcharge.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus understands and fully complies. We will adhere to the policies defined by FDLE within this ITN.

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4. Provision for Future Workflows and Templates

The Respondent must include in their response a detailed strategy for accommodating future workflows and templates. This should cover technological capabilities, process adaptations, cost considerations, and any other relevant factors that demonstrate the Respondent's ability to meet this requirement.

DataWorks Plus Response: DataWorks Plus has read, understands, and complies.

DataWorks Plus is committed to supporting future ICD changes at no cost to FDLE. This includes future workflows and templates. DataWorks Plus has a proven track records providing changes to a states Livescan ICD to support future changes. This includes working in the past with FDLE and many other states in the United States. DataWorks Plus livescan customers that have a warranty/maintenance contract will receive the updates free of charge. DataWorks Plus reserves the right to charge for labor hours that are needed to implement updated software.

The proposed LiveScan Plus system has been developed to provide the highest possible customization capability. The system is based on standard Microsoft SQL databasing technology. This architecture uses non-hardcoded data fields which allow extensive configuration of the system at any time, even after installation. All data fields, screen layouts, forms, code tables, and validation protocols can be updated or modified at any time, without the need for additional development or coding. This allows DataWorks Plus to easily update any ToT or workflow within the system's database via a simple SQL table update. As FDLE provides specification updates, via updated ICDs, DataWorks Plus developers will implement the changes for rollout to customer sites.

Our process for adding / removing / modifying booking templates (ToTs) includes the following steps, at minimum:

1. DataWorks Plus developers carefully review the updated ICD specifications.
2. Microsoft SQL database updates are made to match ICD specifications within a DataWorks Plus non-production test environment. If needed, software development is engaged.
3. All system booking functionality is thoroughly tested in our non-production environment within our Engineering Lab.
4. Once all required testing is completed, and functionality is confirmed to be compliant with FDLE specifications, DataWorks Plus will coordinate a time to test the update on-site with a customer.
5. The updated ToTs are installed on the customer's LiveScan Plus clients for on-site testing. Updates are implemented via remote dial-in to each customer site.
6. Once on-site testing is completed, final acceptance of the changes is granted by the customer.

At all phases of Template and Workflow updates, the DataWorks Plus Project Manager will maintain regular contact with agency personnel, to ensure the smoothest possible transition to the new content.

5. Value Added Services

The Respondent may offer services other than those specifically outlined in this solicitation that it believes offers Value-Added Services to the Department

DataWorks Plus has designed our LiveScan Plus solution as a springboard for several other Law Enforcement and Criminal Justice technologies. For example, the fingerprints captured during system bookings can be enrolled into a matching database for Mobile-ID technology. Likewise, photos captured during bookings can be enrolled into matching databases for Facial Recognition and Tattoo Recognition. IRIS capture and identification systems can be integrated with LiveScan Plus as well. A list of our supplemental / optional products that can enhance the overall capability of LiveScan Plus have been provided within the following list:

- **Evolution 5150 –** *See Section 5.1, page 99.*
- **Evolution 5470**– *See Section5.2, page 103.*
- **IRIS Capture**– *See Section5.3, page 104.*
- **Biometric Login**– *See Section 5.4, page 105.*
- **Height Adjustable Ruggedized Cabinet** – *See Section 5.5, page 106.*
- **Web Based Training/Testing with LMS**– *See Section 5.6, page 107.*
- **Mobile-ID / SAF-ID (Biometric Fingerprint Identification)** – *See Section 5.7, page 108.*
- **Digital PhotoManager** – *See Section 5.8, page 114.*
- **NIST Global Transaction Manager (GTM)** - *See Section 5.9, page 116.*

5.1 Evolution 5150 MOBILE ALL-IN-ONE

The DataWorks Plus Evolution 5150 is a ruggedized tablet-based device specifically designed for mobile booking and/or identification. The Evolutions 5150 has an integrated tenprint scanner that can capture rolled and flat fingerprints, along with facial images, irises (optional), and descriptor data. It includes an industrial grade polycarbonate/rubber case, Wi-Fi communication capabilities and built-in GPS. The LES fingerprint scanner is FBI PIV certified FAP-50 and provides accurate high-resolution scans in virtually any environment, including indirect or direct sunlight. The Evolution 5150i is a portable "all-in-one" solution that allows officers to capture data, photos, and tenprints in the field for mobile booking or "catch and release" applications. Evolution 5150 can also provide multimodal biometric identification by capturing fingerprints, photos (for facial recognition), and/or iris, then returning results.

Commercial Grade Windows Tablet

Platen—FBI Certified FAP-50, four-finger slap and roll fingerprint sensor

Rear Dual Iris Reader (optional)

Camera and Flash

Industrial Grade ABS/Polycarbonate/rubber case

Mobile Booking, Catch & Release The Evolution 5150 is a portable "all-in-one" solution that allows officers to capture data, photos, and tenprints in the field for mobile booking or "catch and release" applications.

Multimodal Identification Evolution 5150 can also provide multimodal biometric identification by capturing fingerprints, photos (for facial recognition), and/or iris, then returning potential candidate results.

Connectivity Industry-standard wireless communication methods, including Wi-Fi and GPS capabilities.

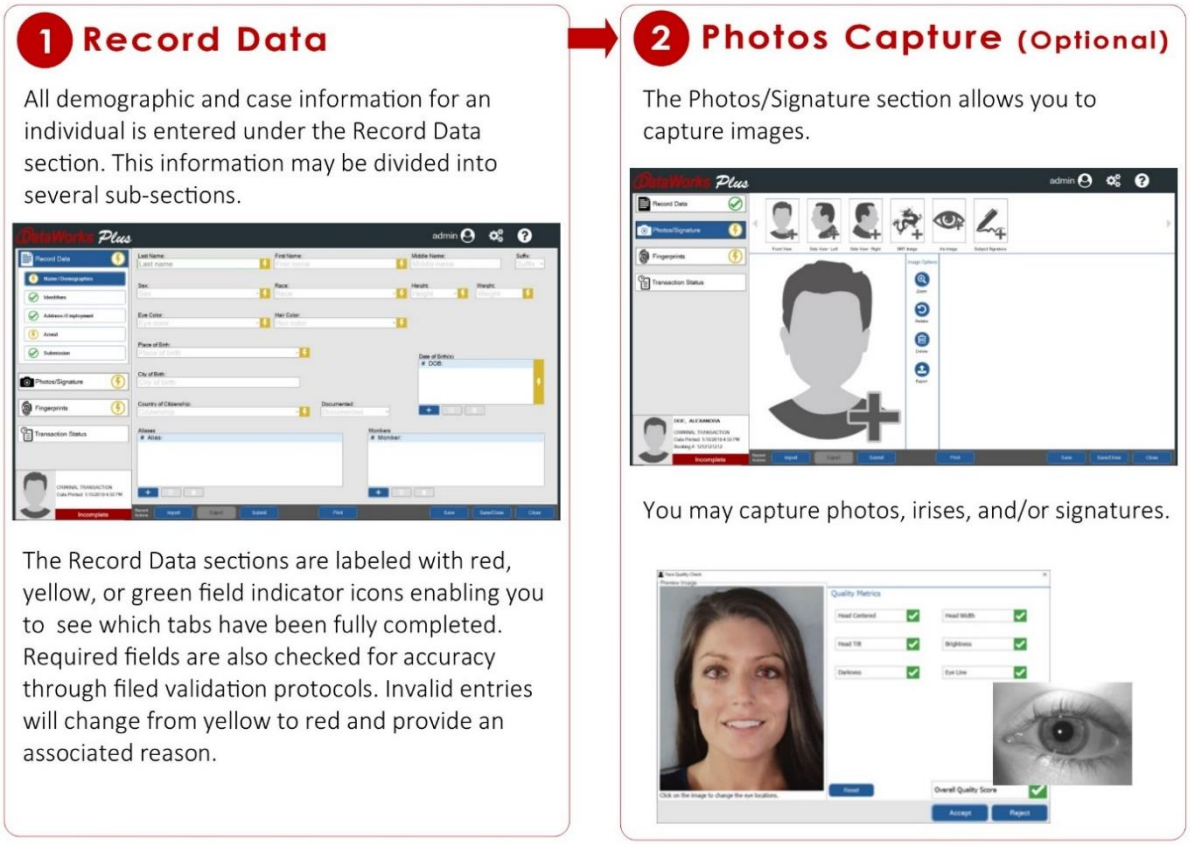
FBI FAP-50 Certified Patented light emitting sensor captures 500 DPI prints. Large capture area with FBI FAP-50 certification increases accuracy.

FBI CJIS Security Compliance Secure Mobile Data Service (SMDS) from DataWorks Plus on Wi-Fi devices provides Mobile Device Management software, two-factor authentication, and a customizable shell to ensure that your agency complies with the FBI CJIS Security Policy.

5.1.1 Sample Workflow

There are 4 primary steps for creating a new record:

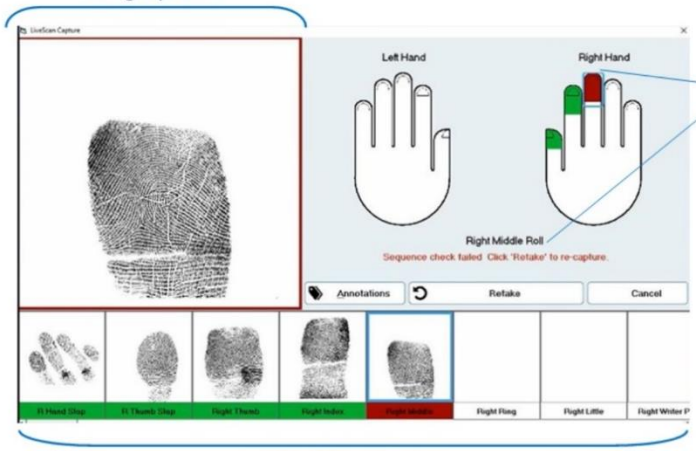
1. Record Data Entry
2. Capture Photos
3. Capture Fingerprints
4. Submission



3 Fingerprints Capture

Fingerprints are captured in the Fingerprints section. The fingerprint capture interface will walk users through each fingerprint capture item step-by-step. The Workflow Status, the hand images, and the messages at the bottom of the screen will let users know which print to take next.

Live Image Preview
Displays the print as it is being captured.



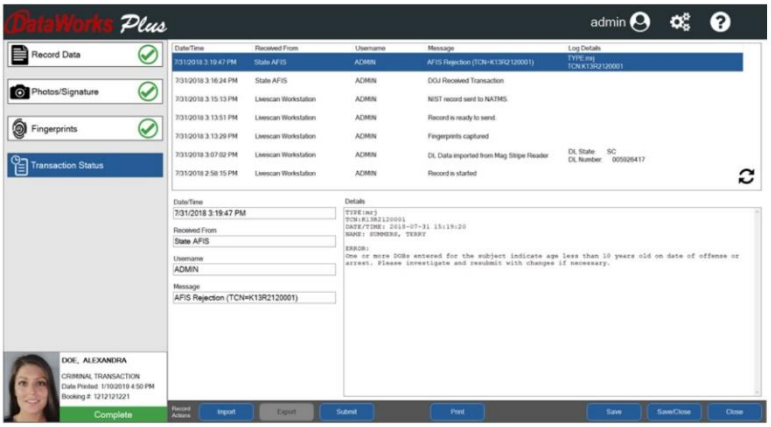
Capture Indicator
Blue box on hand image and message below indicate which print to capture

Color-Coded
Captured prints are color-coded to indicate quality or annotations

Workflow Status
Shows which prints have been captured and if there are any errors or quality warnings.

4 Transaction Status

Once all Record Data, Photos, and Fingerprints have been fully captured, the record can be saved, printed, and electronically submitted to the state AFIS. The Transaction Status Tab will display a timestamped log of all transactions made throughout the record creation process.



5.2 Evolution 5470 – MOBILE ALL-IN-ONE Tablet with Palm Scanner

The DataWorks Plus Evolution 5470 is a ruggedized tablet-based device, which includes a Tenprint/Palm scanner that can capture rolled and flat fingerprints, along with palms. It includes an industrial grade polycarbonate/rubber case, Wi-Fi communication capabilities and built-in GPS. The LES fingerprint scanner provides accurate high-resolution scans in virtually any environment, including indirect or direct sunlight. The Evolution 5470 is a portable "all-in-one" solution that allows officers to capture data, tenprints, and palmprints in the field for mobile booking or "catch and release" applications. Evolution 5470 can also provide multimodal biometric identification by capturing fingerprints, photos (for facial recognition), and/or iris, then returning results.

The following images are of the scanner only and show the captures for upper palm, lower palm, writer's palm and rolled print.

Upper Palm

Lower Palm

Writer's Palm

Rolled Print

5.3 IRIS Capture – Advanced Iris Capture & Recognition Technology

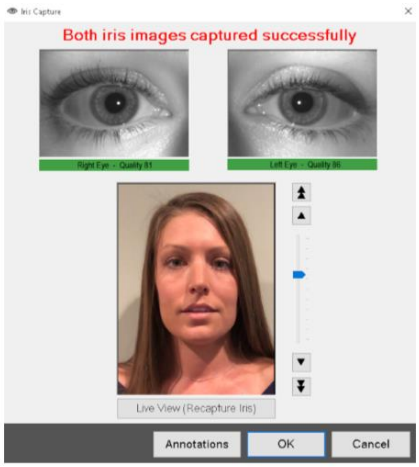
DataWorks Plus offers iris capture and recognition with Iris Plus. Iris recognition systems are quickly emerging as a highly accurate and reliable tool for biometric identification. Capture technology has become more sophisticated and cost effective and capabilities will continue to evolve making iris recognition the future of biometric identification.

5.3.1 Quick, Accurate Enrollment

Making an iris scan is as quick and easy as taking a picture. With the IRIS Plus capture module, you can collect valuable iris scans during routine bookings which can then be used for future matching and identification purposes. The iris capture process can be seamlessly integrated with your workflows. The iris images are then securely stored within the individual's booking record along with any mugshots or SMT images.

5.3.2 Stable & Unique

Like fingerprints, no two people, even twins, have the same iris. The unique patterns of the iris are used for verification or identification of an individual. High-resolution iris images actually contain 100 more reference points for comparison than a fingerprint. When checking for identification or verification, false acceptance and rejection rates are very low.



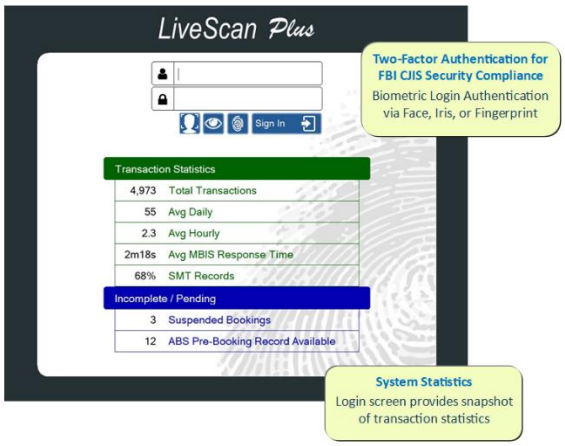
5.4 Biometric Login

In addition to username and password login, facial recognition, fingerprint recognition and iris recognition may serve as means of biometric login. DataWorks Plus will handle all image and finger enrollment into a secure user database, which ties the enrolled biometrics to the corresponding User ID. Users may login with any combination of the following:

- Username and password
- Fingerprint, captured with LiveScan Plus' scanning deck
- Face, captured with LiveScan Plus' webcam (optional)
- Iris, captured with LiveScan Plus' iris camera (optional)

5.4.1 Secure Biometric Login

Users may log in with any combination of username and password, fingerprint, face or iris.

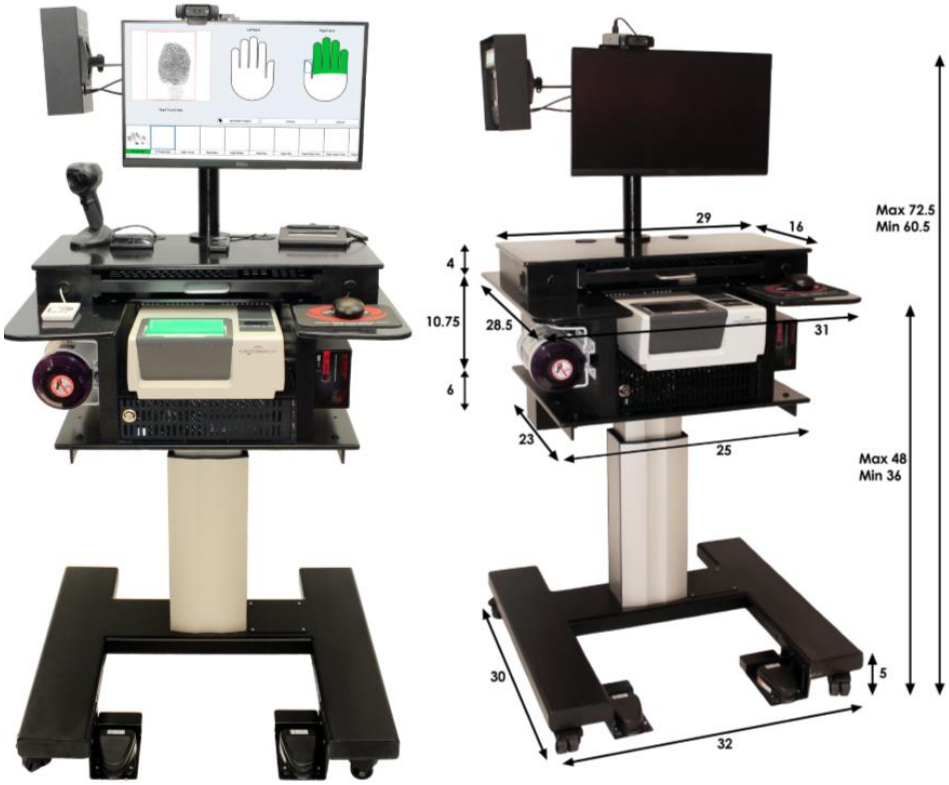


5.4.2 Two-Factor Authentication for FBI CJIS Security Compliance

Users can use biometric matching to authenticate themselves in addition to their standard username and password authentication. This two-factor authentication will provide additional layers of data protection from unauthorized access, helping ensure that your agency remains compliant with the latest FBI CJIS security policies. We are also willing to take advantage of the IRIS or NFC readers for authentication.

5.5 Height-Adjustable Ruggedized Cabinet

DataWorks Plus' electrical height adjustable ruggedized cabinets have been designed for use within hostile jail or office environments and will work with HID/Crossmatch and Thales livescan hardware. The images below include optional peripherals (web cam, iris scanner, barcode scanner, etc.). Additional options include a monitor mount extension to accommodate camera and lighting and 48" low profile light strip which can be mounted in an aluminum extension at 7' from ground. The height-adjustable cabinets are also a great option for processing people of varying heights as well as individuals in wheelchairs.



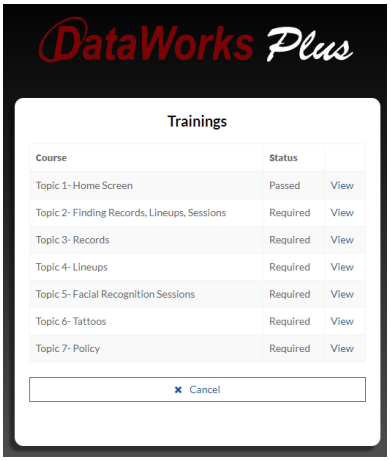
Improved Organization

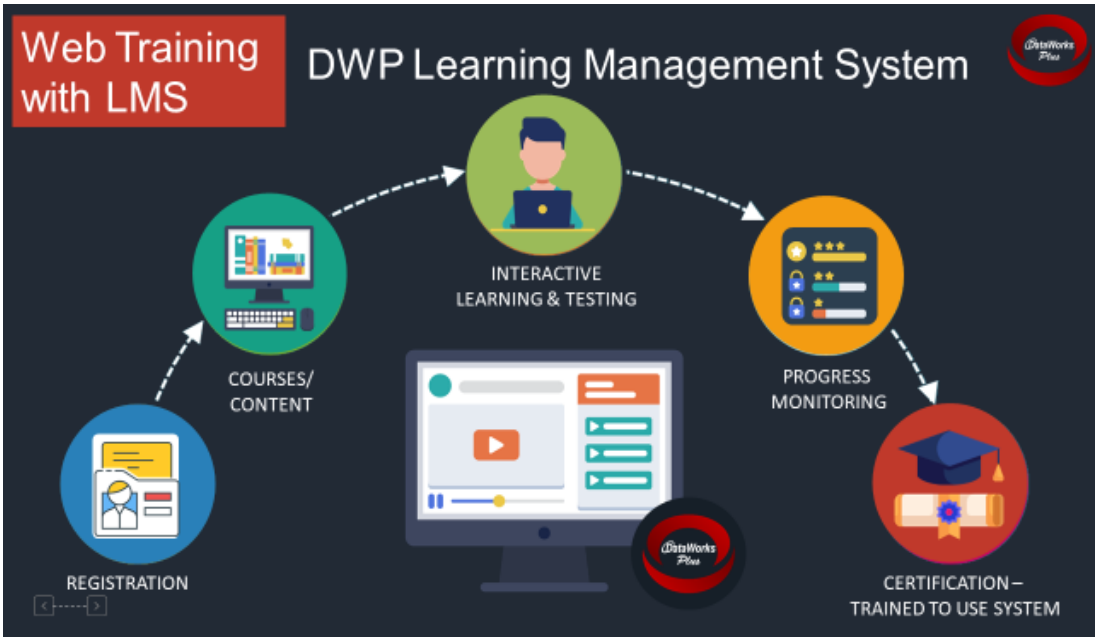
The design of the proposed cabinet allows operators to maintain a more organized workspace. Glove box dispenser holders are mounted to the side, and the side shelves provide storage for cleaning and other items.

5.6 Web Based Training/Testing with DataWorks Plus Learning Management Training System

Training is a critical element in the successful migration to a new software application. DataWorks Plus has developed an LMS software application that will deliver, monitor and track training to ensure that all users have completed a minimum basic level of training before accessing a DataWorks Plus system. LMS presents interactive educational content to users, then tests their level of acquired knowledge.

- Streamlined User Registration Process
- Video Tutorials, Interactive Learning & Testing
- Convenient Accessibility—Users can access from anywhere and at any time
- Automated Grading, Reports, & Certificate Issuance
- Ensure Compliance Training
- Tracking—Track Progress, scores and overall performance
- Supports Personalization—Individualize training experience for specific user groups
- Reduce learning costs
- Refresher Training





5.7 Mobile-ID - Biometric Fingerprint Identification

DataWorks Plus' Mobile-ID is an extremely fast and accurate software solution that uses advanced fingerprint matching techniques to provide positive identification of an individual. Mobile-ID allows an officer to scan a person's finger on any FBI-approved fingerprint scanner and search a database for a positive match. Mobile-ID searches FBI RISC, state AFIS, State RapidID and local AFIS using a variety of fingerprint capture solutions. Search results can also include NCIC, state arrest history, mugshots (when on file), wants and warrants, etc.

DataWorks Plus' Mobile-ID differs from other vendor offerings because our software supports fingerprint scanning hardware from numerous hardware manufacturers. With DataWorks Plus, your agency will have total flexibility when selecting the best fingerprint scanner for a wide variety of applications (one size does not fit all). Your agency won't be tied to a specific hardware vendor.

At DataWorks Plus, we view ourselves not only as application developers, but also as a solid system integrator, using a combination of best-of-breed solutions from third party providers, our own commercial-off-the-shelf software, and some custom development to provide the best available working environment for our customers. DataWorks Plus has provided thousands of mobile identification devices to law enforcement agencies via our Mobile-ID system. Through this experience we have gained the following key types of experience to aid in our understanding and aptitude in mobile device provision:

- **Use of several mobile device types:** Our hardware-agnostic approach allows us to build partnerships with leading hardware manufacturers, and offer a wider selection of available devices than what can be matched by many other vendors. This allows DataWorks Plus to select the best possible hardware for each agency.
- **Experience in a wide array of mobile device connectivity types:** Since each agency has a distinct set of mobile data terminal hardware and infrastructure for network connectivity, DataWorks Plus adapts our products to each agency's infrastructure accordingly. Whether the customer wishes to use an all-in-one device with cellular connectivity, WiFi connectivity, or use a Bluetooth tethered scanner with existing agency data connectivity, DataWorks Plus can confidently implement a well-functioning system.
- **Scalability for large agencies:** Our development, training, and support for several sizable agencies nationwide, including the Florida Highway Patrol, the Los Angeles County Sheriff's Office, the Georgia Bureau of Investigations, and the Pennsylvania State Police, has equipped our company for largescale system implementation, throughput workload, and user management.

5.7.1 Examples of Mobile-ID Implementation

Roadside Stops	Our Mobile-ID application has been proven to be a powerful method of catching criminals with outstanding warrants during both routine and investigative roadside stops. Individuals with fake IDs or no IDs have been successfully identified, and since criminal history and outstanding warrants from distant counties or states are immediately available for officers to view, these ID submissions have directly led to arrests that otherwise would have been sent free with nothing more than minor traffic citations.
Crime Scene Investigations	Our Mobile -ID application has been utilized by several agency investigation units to identify crime scene victims. In some cases, even deceased victims with no ID have been identified by the system. This has allowed investigators to accomplish in a few minutes what previously could have taken multiple days through traditional victim identification methods.
DNA Confirmation	In some states which store DNA collection information within the state AFIS, our Mobile-Id application has been used to check if DNA information is on file for an individual, which can save agencies valuable time and money by avoiding redundant DNA collection.
Inmate Release and Movement	Some criminal justice agencies have used our Mobile -ID application for verifying inmate identities before release and during transport for scheduled courtroom visits. This has helped to ensure that the proper inmate is released and can serve as electronic inmate tracking for agencies.

5.7.2 Multiple Evolution Devices

The Evolution collection of devices is comprised of all-in-one tablets, handheld smartphone devices, as well as separate Mobile-ID devices connected to MDTs via Wi-Fi or Bluetooth. Evolutions include a patented light-emitting sensor with large fingerprint capture area ranging from FBI FAP-30 to FBI FAP-50 certification for optimal accuracy.

FBI CJIS Security Compliance

Secure Mobile Data Service (SMDS) from DataWorks Plus on all-in-one devices provides Mobile Device Management software, two factor authentication, and a customizable shell to ensure that your agency complies with the FBI CJIS Security Policy. Bundle Evolution 3 with DataWorks Plus-provided Verizon data plan for additional savings and ease of use (optional and dependent upon your agency's IT procedures and regulations.)

Multimodal Biometrics

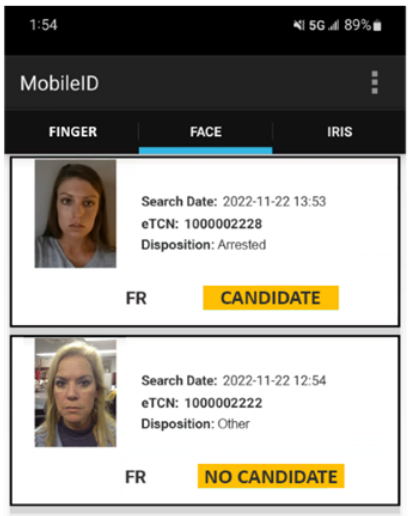
Evolution provides multimodal biometric identification by capturing fingerprints and/or irises and photos (for facial recognition), submitting to State or Federal databases, then returning hit results. Depending on which device you are using, detailed hit results are returned to the device and/or MDT.

Unmatched Flexibility and Functionality

Use Evolution to capture biometrics (fingerprints, photos, and/or irises), search multiple databases, then view hit/no hit results on the device or MDT / tablet / smart phone (depending upon device and configuration.) Responses are returned within a few minutes. In addition to Hit/No Hit statuses from local, statewide, and/or FBI searches, you will be able to view associated record data, including NCIC, state arrest history, mugshots (when on file), and wants/warrants, etc.

Fingerprint HIT Record

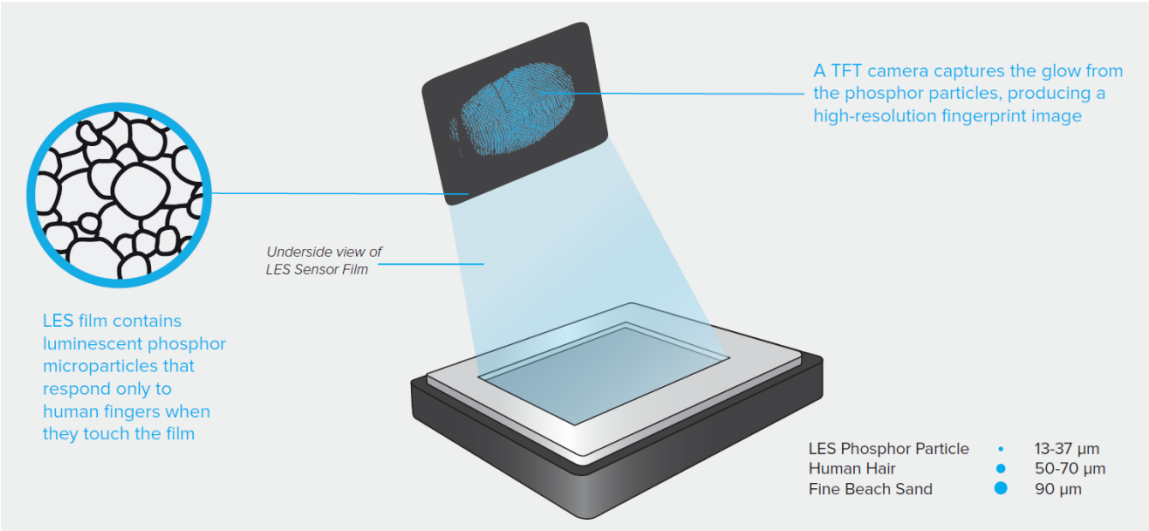
Sample screenshots from Evolution 3 devices



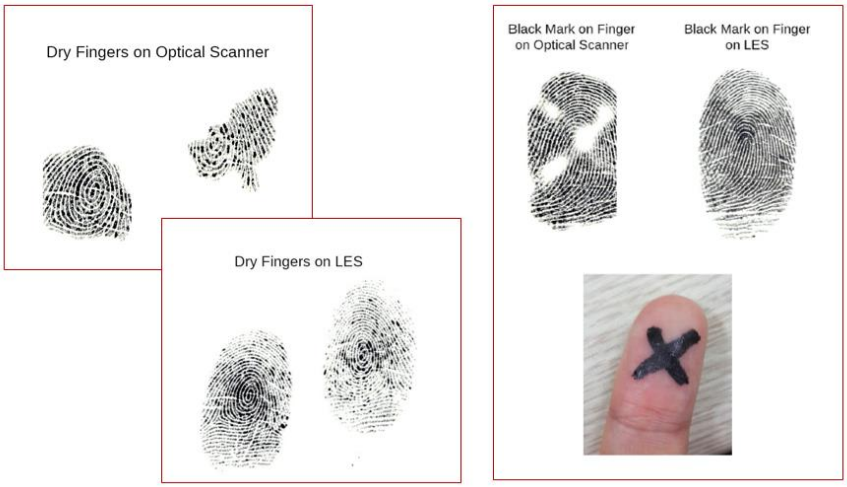
Facial Recognition Responses

5.7.2.1 FBI-Certified Fingerprint Sensor

All Evolution devices include embedded **Integrated Biometrics' scanners**, which deliver FBI-certified fingerprint images in the thinnest, most affordable, format available. The patented Integrated Biometrics' sensor uses electroluminescent (LES) film to create the fingerprint image. Dispersed within the film, at the nano-scale level, are particles that luminesce (give off light) in the presence of an electric field. When a finger is placed on the film, the live skin of the ridges of the fingerprint completes the low-level electric circuit, which causes the particles in the film to luminesce narrow wavelength light, producing a highly accurate, high-resolution analog image of the fingerprint. The LES fingerprint scanner provides accurate high-resolution scans in virtually any environment, including indirect or direct sunlight.



The scanner handles difficult-to-read fingerprints such as dry, wet, or dirty fingers.



Overview – Evolution 3, Evolution 4502, and Evolution 5004

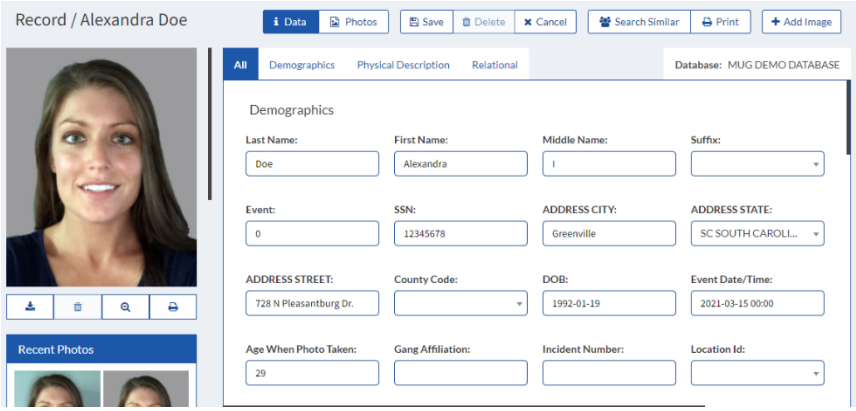
Following are additional specifications for the Evolution 3, Evolution 4502 and Evolution 5004 mobile ID devices.

	Evolution 3	Evolution 4502	Evolution 5004
Description	All-in-One Smartphone with integrated fingerprint scanner, photo capture, and/or iris capture (*S-Series only*)	Handheld fingerprint scanner (iris optional) paired with laptop, tablet or smartphone (wireless or wired/tethered)	Handheld fingerprint scanner (iris optional) paired with laptop, tablet or smartphone (wireless or wired/tethered)
Biometrics			
Fingerprint Capture	FAP-30	FAP-45	FAP-50
Sensing Area	.8" x 1"	1.6" x1.5"	3.2" x 2"
Fingerprint Capture Type	Single finger	2 finger slaps 1 fingerprint roll	1, 2, or 4 finger slaps, single finger rolls, tenprint
Connectivity	Cellular, Wi-Fi, Bluetooth	Wi-Fi or wired/tethered	Wi-Fi or wired/tethered
Operating System	Android	Wi-Fi communicates with iOS, Android, or Windows	Wi-Fi communicates with iOS, Android, or Windows
Weight	11.3 oz. + *	.55 lbs	1.2 lbs
Dimensions	*A-Series*: 9.04"x3.75"x 1.22" *S-Series:* 9.04"x3.75"x 1.39"	4.3'' x 3.2'' x 1.53''	6.3" x 3.85" x 1.3"
Additional Features	Barcode Scanner, Detailed results viewable on device, Rear dual iris capture (optional, S-Series) Can run additional apps	3 button keypad with LED indicators, Detailed results viewable on MDT/ smart phone/tablet any OS	3 button keypad with LED indicators, Detailed results viewable on MDT/smart phone/tablet any OS

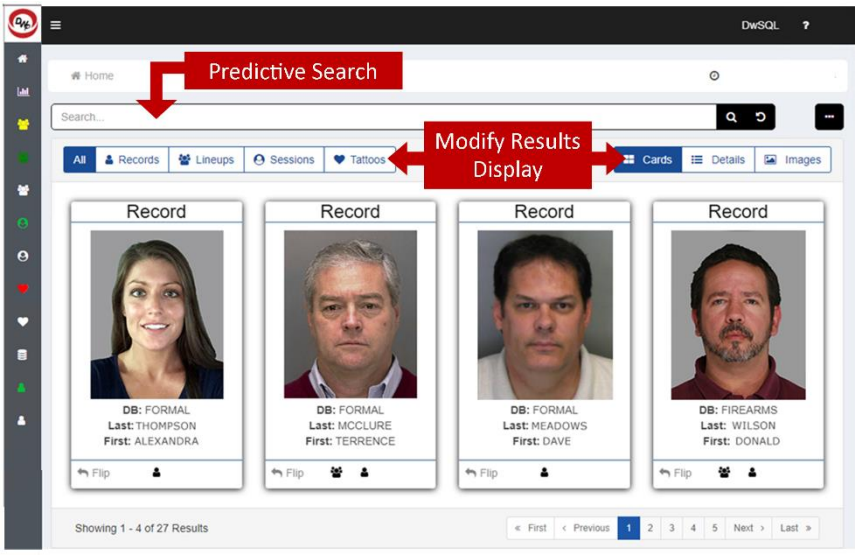
5.8 Digital PhotoManager - Mugshot Management w/ Lineup Creation and Witness Viewings

5.8.1 Capture & manage mugshots, property images, SMTs, & other images

Digital PhotoManager is an investigative mugshot and booking records management system that is used to collect, protect, manage, store, search and run reports for all of your mugshot data.

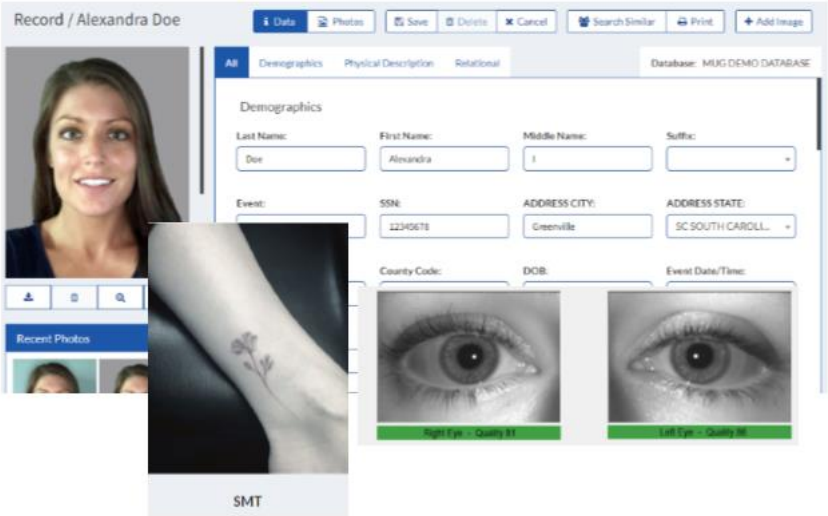


Authorized users can access the system from anywhere, using industry-standard browsers. The intuitive web graphical interface provides navigation icons, powerful search capabilities and a flexible display of records.



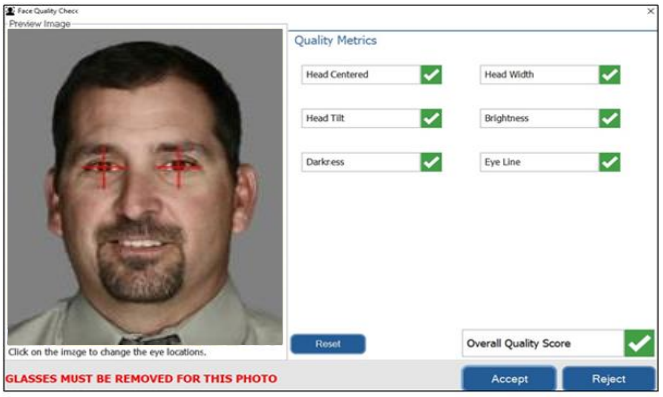
Booking Process

Fields and screens are customized according to your agency's specifications. Information can be imported from existing systems, such as JMS or RMS to avoid duplicate entry. **Expandable** —facial recognition, tattoos, iris, inmate wristbands & fingerprint capture can be added.



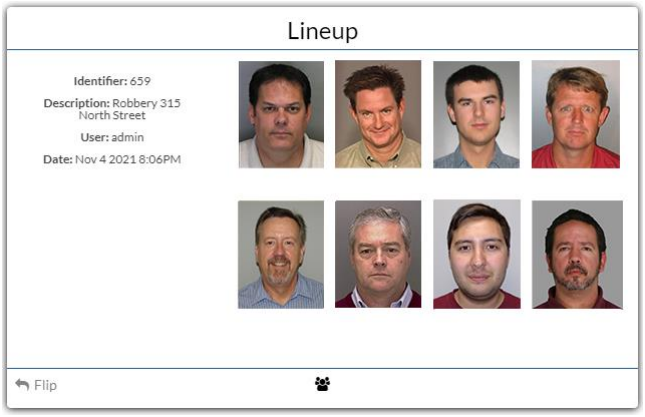
Face Find & Quality Metrics

Digital PhotoManager's "Face Find" feature will automatically locate the face and crop the image. Facial quality assurance ensures all images captured meet FBI, NIST, and your agency's standards.



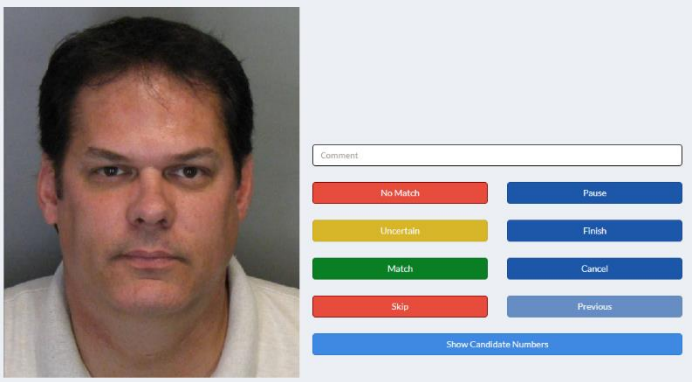
Full-Featured Lineup & Investigation Capability

Create and save groupings of images for lineups or investigations. Drag and drop, similar image search, candidate marking, randomization, etc.

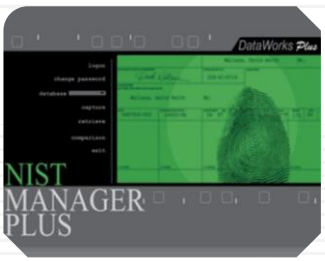


Witness Mode

Secure on-screen viewing of lineups can be presented to witnesses.



5.9 NIST GTM (Global Transaction Manager)



Secure, Electronic Fingerprint Archive Store and Forward System

NIST GTM (Global Transaction Manager)

- Implemented in 2004 – Years of successful implementations
- System Architecture/Platform that supports:
  - Store and forward to local, state or Federal Systems
  - Transaction Message Switch (livescan, mobile ID and more)
  - Designed to receive, validate, acknowledge, and forward all transactions submitted from various agencies and vendors
  - Database Replication and Distribution Functionality
  - Customized Workflows
  - Messaging and Error Handling
  - Manage all TOT's required for each customer
  - Customized Dash Boards for system status and Management

The NIST Global Transaction Manager (GTM) provides a transaction message switch for biometric transactions. It can also be configured to electronically store, forward, retrieve and print ten-print cards and all associated data. DataWorks Plus GTM seamlessly interfaces with your live scan systems and mobile ID devices.

The key features of the NIST GTM include:

- **Transaction Message Switch:** NIST GTM can provide message switch functionality to manage multiple biometric devices (livescan, MobileID, Face Recognition, etc..) with a single point connection to a state AFIS and/or RapidID/MobileID system. It contains an MS SQL database to manage multiple devices as well as manage authorized users.

- **Record Retrieval, Viewing, and Editing:** With DataWorks Plus NIST GTM, you can search by any combination of data fields within the system. Users can view any record's data,

ten-print image array, slap prints, palm prints, or individual rolled fingerprints. You can also view a record's mugshots and images or do side-by-side fingerprint comparison. Images can be magnified, cropped, or printed for easy viewing.

- **Web Enabled Data Sharing:** DataWorks Plus' Global Transaction Manager includes unlimited web client access to allow any PC on your agency's network with standard internet browsers to access NIST records and view transactions. Security features ensure that only authorized users are granted access and all user activity is logged in detail for administrators to review.

- **CJIS Compliant Security:** All data fields within the GTM software are customizable to match your agency's requirements. Each database can have its own security settings, users, role-based groups, and restricted access rules.

- **Electronic Storage:** Global Transaction Manager can be configured to store record data and images in both the primary NIST record database that contains records created at live scan booking, and in any additional databases that have been interfaced with the system. Records are stored in the FBI-approved WSQ format.

- **Print Capabilities:** GTM can easily print any data or images associated with your NIST records to a standard printer. You can also print standard agency, state, and FBI certified fingerprint cards if needed for special reasons.

- **Store and Forward to Local, State or Federal Systems:** GTM also serves as a secure Store and forward to state or local AFIS. The system is designed to receive, validate, acknowledge, and forward all transactions submitted from various agencies and vendors

- **Customized Workflows:** NIST GTM is versatile to support far more functionality than mere storage. DataWorks Plus can implement any or all of the following workflows for agency usage:
    - ***Investigative Fingerprint Comparison***
    - ***TOT Management and Transaction Reporting***
    - ***Custom Dashboards for Administrative Monitoring***

DataWorks Plus works with individual customers to meet the specific needs of the agency. We have been providing our NIST GTM since 2004 with numerous successful agency implementations. Examples of our NIST GTM customers include:

- **Chicago Police Department**
- **Columbus Police Department (OH)**
- **Country of New Zealand**
- **Florida Department of Corrections**

- **Florida Highway Patrol**
- **Georgia Bureau of Investigation (GBI)**
- **HIDTA (NY, NJ)**
- **Los Angeles County Sheriff's Office**
- **Michigan State Police**
- **Minnesota Bureau of Criminal Apprehension**
- **Nevada State Police**
- **New York State Police**
- **Pennsylvania JNET/CPIN**
- **Pinellas County Sheriff's Office**
- **San Diego County Sheriff's Department (CA)**
- **San Francisco Police Department & County (CA)**
- **South Carolina Pardon, Probation and Parole**
- **State of Alabama**
- **State of New York**