

FLORIDA DEPARTMENT OF LAW ENFORCEMENT
Contract FDLE-002-25

This Contract, by and between Idemia Identity & Security USA LLC, a company duly authorized to conduct business with the State of Florida, whose business address is 11951 Freedom Dr. Suite 1800 Reston, VA 20190 (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 10, 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-F-53ED-22T-FL | Criminal Tenprint/Palm Capture - Ruggedized Cabinet Fixed Height Cabinet PC: Includes Windows Operating System & Idemia Application Software, Keyboard/Mouse Touchscreen Monitor Tenprint & Palm Scanner Digital Camera and Cabinet Mount Dual Foot Switch Livescan Cleaning Kit, Ethernet Cable, Power Strip UPS (4 SURGE, 4 SURGE + BATTERY BACKUP) |
| LS-D-53ED-22T-REG-FL | Criminal Registrant Tenprint/Palm Capture – Desktop PC: Includes Windows Operating System & Idemia Application Software, Keyboard/Mouse Touchscreen Monitor Tenprint & Palm Scanner Digital Camera and Mount/Tripod Single Foot Switch Livescan Cleaning Kit, Ethernet Cable, Power Strip UPS (4 SURGE, 4 SURGE + BATTERY BACKUP) |

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.

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.

End of Section

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%.

End of Section

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 chart below.

| 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.

End of Section

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 \(e-verify.gov\)](https://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 Statutes. 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: | |
| Title: | |
| Street Address: | |
| City/State/Zip: | |
| Phone Number: | |
| Email: | |

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 Statutes, 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 or 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.

| <i>Idemia Identity & Security USA LLC</i> | <i>Florida Department of Law Enforcement</i> |
|---|--|
| <small>DocuSigned by:</small> <i>Casey Mayfield</i> <small>8089-0411080543...</small> <i>Signature</i> | <i>Sharon Wester</i> <i>Signature</i> |
| <i>Casey Mayfield</i> <i>Print Name</i> | <i>Sharon Wester</i> <i>Print Name</i> |
| <i>SVP Justice & Public Safety</i> <i>Title</i> | <i>Business Support Director</i> <i>Title</i> |
| <i>6/3/2024 2:55:10 PM EDT</i> <i>Date</i> | <i>5/6/2024</i> <i>Date</i> |

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

[illegible]



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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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: _____

FEDERAL TAX IDENTIFICATION NUMBER: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

AUTHORIZED REPRESENTATIVE: _____ **TITLE:** _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

PHONE: _____ **EMAIL:** _____

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 | <p>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.</p> <p>Would it be possible to submit electronic responses directly to Angela Githens or through the Florida Marketplace website?</p> |
| 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). |

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| Question #7 | <p>While reading the ITN I saw the following requirement on page 48:</p> <p>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.</p> <p>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?</p> |
| Answer #7 | <p>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.</p> |
| Question #8 | <p>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.</p> |
| Answer #8 | <p>Yes.</p> |
| Question #9 | <p>Regarding ITN Pages 25-26 – SECTION 3.4 – PRICE REPLY</p> <p>Section 3.4 – PRICE REPLY denotes the following pricing evaluation formula: $(M \times L) / A = P$ 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</p> <p>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.</p> |
| Answer #9 | <p>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.</p> |
| Question #10 | <p>Regarding Full ITN PDF File If possible, would FDLE be willing to provide a copy of the full ITN document in Microsoft Word format?</p> |
| Answer #10 | <p>The PDF file can be converted into Microsoft Word.</p> |

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| Question #11 | <p>Regarding ATTACHMENT H, Section 2.1.2, Standards,</p> <p>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.</p> <p>Our Question: Would FDLE allow other ways to ensure the correct hand in each image?</p> |
| Answer #11 | <p>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.</p> |
| Question #12 | <p>Regarding ATTACHMENT H, Section 2.1.2, Standards,</p> <p>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.</p> <p>Our Question: Is the expectation to have an on-screen button to target, or a physical button on the workstation or keyboard?</p> |
| Answer #12 | <p>See answer # 7.</p> |
| Question #13 | <p>Regarding ATTACHMENT H, Section 2.2.3 Department of Corrections Custody.</p> <p>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.</p> |
| Answer #13 | <p>See Addendum # 1.</p> |
| Question #14 | <p>Regarding ATTACHMENT H, Section 2.2.4, Identification Only.</p> <p>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.</p> |
| Answer #14 | <p>See Addendum # 1.</p> |
| Question #15 | <p>Regarding ATTACHMENT H, Section 2.2.5, Quick ID.</p> <p>Our Question: Would FDLE consider modifying the order sequence of the requirements list? Currently it includes an item l, in between requirements b and c.</p> |
| Answer #15 | <p>See Addendum # 1.</p> |
| Question #16 | <p>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?)</p> |

| | |
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| 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. |

ATTACHMENT H
TECHNICAL REPLY INSTRUCTIONS AND EVALUATION CRITERIA
SECTIONS 2.2.2, 2.2.3, 2.2.4. AND 2.2.5

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 _____, a company duly authorized to conduct business with the State of Florida, whose business address is _____ (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: | |
| Title: | |
| Street Address: | |
| City/State/Zip: | |
| Phone Number: | |
| Email: | |

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 \(e-verify.gov\)](https://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 Statutes. 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: | |
| Title: | |
| Street Address: | |
| City/State/Zip: | |
| Phone Number: | |
| Email: | |

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, PUBLCRECORDS@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 Statutes, 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 or 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.

| | |
|-------------------|---------------------------------------|
| <i>Contractor</i> | Florida Department of Law Enforcement |
| | |
| <i>Signature</i> | <i>Signature</i> |
| | |
| <i>Print Name</i> | <i>Print Name</i> |
| | |
| <i>Title</i> | <i>Title</i> |
| | |
| <i>Date</i> | <i>Date</i> |

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)

[illegible]

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 |
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Peripherals

| 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 |
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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 | | | | | | | | | |
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| Additional Training costs | | | | | | | | | |
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| Additional Installation costs | | | | | | | | | |
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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 | | | | | | | | | |
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| PROVISION FOR FUTURE WORKFLOWS AND TEMPLATES This should cover technological capabilities, process adaptations, cost considerations, and any other relevant factors. | | | | | | | | | |
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| Additional Value Added Costs | | | | | | | | | |
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| 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. | | | | | | | | | |
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Page 1 of 74 pages

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:

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

*Authorized Signature (Manual)

Respondent's Mailing Address:

*Authorized Signature (Typed), Title

City, State, Zip:

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

Phone Number:

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

Toll-Free Number:

Fax Number:

Email Address:

FEID Number:

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

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:

Contact Name, Title:

Address:

Address:

Phone Number:

Phone Number:

Fax Number:

Fax Number:

Email Address:

Email Address:

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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 (OEU) 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.

| <u>EVENT</u> | <u>DUE DATE</u> | <u>LOCATION</u> |
|---|--|---|
| 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. | <u>Via Conference Call</u> 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. | <u>Via Conference Call</u> 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. | <u>Via Conference Call</u> <u>Conference Call Number:</u> <u>(408) 650-3123</u> <u>Participation Code:</u> <u>826-478-061</u> |
| 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 | <u>REPLY COVER LETTER</u> Identify Respondent principal respondent information. <u>LIST OF SUBCONTRACTORS (Attachment B)</u> Include a summary of product or services to be provided for each subcontractor identified (if applicable). |
| Tab 2 | <u>CORPORATE CAPABILITIES</u> 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 |

| | |
|--------------|--|
| | <p>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.</p> <p>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.</p> <p>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.</p> |
| Tab 3 | <p><u>PROPOSED SOLUTION—FUNCTIONAL REQUIREMENTS</u> 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.</p> <p>Note: Use a font color or underline for a narrative that is different than the ITN Functional Requirements.</p> |
| Tab 4 | <p><u>PROVISION FOR FUTURE WORKFLOWS AND TEMPLATES</u> 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.</p> |
| Tab 5 | <p><u>VALUE-ADDED SERVICES</u> 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.</p> |

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 | <p><u>Mandatory Responsive Requirements</u> Complete and submit the required Forms below:</p> <ol style="list-style-type: none">1. FDLE Acknowledgement Form2. 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 | <p><u>DEPARTMENT OF STATE REGISTRATION</u> Submit a copy of registration with the Department of State which authorizes the Respondent to conduct business in the State of Florida (as applicable).</p> <p><u>CERTIFICATIONS AND OTHER REQUIRED DOCUMENTATION</u> 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:</p> <ol style="list-style-type: none">1. Certification of Minority Business2. Certification of a Drug-Free Workplace (Attachment J) <p><u>Evidence of MYFLORIDAMARKETPLACE registration and completion of an electronic Substitute Form W-9.</u></p> |
| Tab 3 | <p><u>LITIGATION</u> 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.</p> |

| | |
|--------------|---|
| Tab 4 | <p><u>LICENSE AGREEMENTS</u></p> <p>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.</p> |
|--------------|---|

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 minimum requirements; demonstrates superior understanding of the project, its capability, 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 programmatic capability. |
| 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:

$$(M \times L) / A = P$$

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.

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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

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**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 will 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**

***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: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

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: _____

(Authorized Signature)

Print Name and Title: _____

Date: _____

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:

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.

*Authorized Representative's Signature

*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: _____

Federal Employer ID Number: _____

This Respondent (does ☐ / (does not ☐ have 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: _____

Name and Title: _____

Date: _____

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: _____

Contractor FEIN #: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Sworn to (or affirmed) and subscribed before me on this _____ day of _____ by

(Signature of Notary)

Check One:

☐ Personally Known

☐ Produced the following ID _____

ATTACHMENT G
RESPONDENT REFERENCE FORM

Respondent Company Name: _____

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: | _____ |
| Contract Person: | _____ |
| Phone Number: | _____ |
| Address: | _____ |
| Email Address: | _____ |
| 2. Name of Customer/Agency: | _____ |
| Contract Person: | _____ |
| Phone Number: | _____ |
| Address: | _____ |
| Email Address: | _____ |
| 3. Name of Customer/Agency: | _____ |
| Contract Person: | _____ |
| Phone Number: | _____ |
| Address: | _____ |
| Email Address: | _____ |

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 address or 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 \(state.fl.us\)](http://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 OEU.

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 OEU 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 OEU one instruction and maintenance manual for each unit ordered. Bulletins, revisions, and corrections must be supplied to the FDLE and OEU 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 OEU, 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. | |

*Authorized Representative's Signature

Date

*Typed Name and Title of Authorized Representative

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.

***Authorized Representative's Signature**

***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 _____, a company duly authorized to conduct business with the State of Florida, whose business address is _____ (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: | |
| Title: | |
| Street Address: | |
| City/State/Zip: | |
| Phone Number: | |
| Email: | |

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 \(e-verify.gov\)](https://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 Statutes. 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: | |
| Title: | |
| Street Address: | |
| City/State/Zip: | |
| Phone Number: | |
| Email: | |

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, PUBLCRECORDS@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 Statutes, 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 or 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.

| | |
|-------------------|---------------------------------------|
| <i>Contractor</i> | Florida Department of Law Enforcement |
| | |
| <i>Signature</i> | <i>Signature</i> |
| | |
| <i>Print Name</i> | <i>Print Name</i> |
| | |
| <i>Title</i> | <i>Title</i> |
| | |
| <i>Date</i> | <i>Date</i> |



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 8, 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: Idemia Identity & Security USA LLC
FEDERAL TAX IDENTIFICATION NUMBER: 04-3320515
ADDRESS: 11951 Freedom Drive, Suite 1800
CITY: Reston **STATE:** VA **ZIP:** 20190
AUTHORIZED REPRESENTATIVE: Casey Mayfield **TITLE:** SVP Justice and Public Safety
AUTHORIZED SIGNATURE:  **DATE:** May 9, 2024
PHONE: 217-720-5277 **EMAIL:** casey.mayfield@us.idemia.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: Idemia Identity & Security USA LLC

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-F-53ED-22T-FL | Criminal Tenprint/Palm Capture - Ruggedized Cabinet Fixed Height | Unit | \$25,854 | 7.74% | \$23,854 | \$23,854 | \$23,854 | \$23,854 |
| | INCLUDES: | Fixed Height Cabinet | Ea | | | | | | |
| | | PC: Includes Windows Operating System & Idemia Application Software, Keyboard/Mouse | Ea | | | | | | |
| | | Touchscreen Monitor | Ea | | | | | | |
| | | Tenprint & Palm Scanner | Ea | | | | | | |
| | | Digital Camera and Cabinet Mount | Ea | | | | | | |
| | | Dual Foot Switch | Ea | | | | | | |
| | | Livescan Cleaning Kit, Ethernet Cable, Power Strip | Ea | | | | | | |
| | | UPS (4 SURGE, 4 SURGE + BATTERY BACKUP) | Ea | | | | | | |
| 2 | LS-D-53ED-22T-REG-FL | Criminal Registrant Tenprint/Palm Capture - Desktop | Unit | \$22,718 | 9.84% | \$20,480 | \$20,480 | \$20,480 | \$20,480 |
| | INCLUDES: | PC: Includes Windows Operating System & Idemia Application Software, Keyboard/Mouse | Ea | | | | | | |
| | | Touchscreen Monitor | Ea | | | | | | |
| | | Tenprint & Palm Scanner | Ea | | | | | | |
| | | Digital Camera and Mount/Tripod | Ea | | | | | | |
| | | Single Foot Switch | Ea | | | | | | |
| | | Livescan Cleaning Kit, Ethernet Cable, Power Strip | Ea | | | | | | |
| | | UPS (4 SURGE, 4 SURGE + BATTERY BACKUP) | Ea | | | | | | |
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RESPONDING VENDOR: **Idemia Identity & Security USA LLC**

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-F-53ED-22T-FL | Criminal Tenprint/Palm Capture - Ruggedized Cabinet Fixed Height | \$3,138 | \$3,295 | \$3,460 |
| 2 | LS-D-53ED-22T-REG-FL | Criminal Registrant Tenprint/Palm Capture - Desktop | \$3,138 | \$3,295 | \$3,460 |
| 3 | LS-H-53ED-22T-FL | Criminal Tenprint/Palm Capture - Ruggedized Cabinet Adjustable Height | \$3,808 | \$3,998 | \$4,198 |
| 4 | LS-D-53ED-22T-FL | Criminal Tenprint/Palm Capture - Desktop | \$3,139 | \$3,296 | \$3,461 |
| 5 | LS-P-53ED-FL | Criminal Tenprint/Palm Capture - Portable | \$3,279 | \$3,443 | \$3,615 |
| 6 | LS-F-53ED-22T-REG-FL | Criminal Registrant Tenprint/Palm Capture - Ruggedized Cabinet Fixed Height | \$3,138 | \$3,295 | \$3,460 |
| 7 | LS-D-53ED-22T-REG-FL | Criminal Registrant Tenprint/Palm Capture - Desktop | \$3,138 | \$3,295 | \$3,460 |
| 8 | LS-P-53ED-REG-FL | Criminal Registrant Tenprint/Palm Capture - Portable | \$3,279 | \$3,443 | \$3,615 |
| 9 | LS-D-TOP2020-22T-FL | Applicant Tenprint Capture - Desktop | \$1,889 | \$1,983 | \$2,083 |
| 10 | LS-P-TOP2020-FL | Applicant Tenprint Capture - Portable | \$2,550 | \$2,678 | \$2,812 |
| 11 | LS-F-53ED-22T-RDNA-FL | RDNA Criminal Tenprint/Palm Capture - Ruggedized Cabinet Fixed Height | \$4,398 | \$4,619 | \$4,849 |
| 12 | LS-H-53ED-22T-RDNA-FL | RDNA Criminal Tenprint/Palm Capture - Ruggedized Cabinet Adjustable Height | \$5,068 | \$5,321 | \$5,587 |
| 13 | LS-D-53ED-22T-RDNA-FL | RDNA Criminal Tenprint/Palm Capture - Desktop | \$4,399 | \$4,619 | \$4,850 |
| 14 | LS-RDNA-UPG-FL | RDNA Criminal Upgrade Kit | \$1,260 | \$1,323 | \$1,389 |
| 15 | LS-D-WAT-22-RDNA-FL | DNA Criminal Flag Device - Desktop | \$3,149 | \$3,306 | \$3,472 |

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-H-53ED-22T-FL | Criminal Tenprint/Palm Capture - Ruggedized Cabinet Adjustable Height | Unit | \$29,629 | 5.06% | \$28,129 | \$28,129 | \$28,129 | \$28,129 |
| 2 | LS-D-53ED-22T-FL | Criminal Tenprint/Palm Capture - Desktop | Unit | \$23,216 | 6.48% | \$21,716 | \$21,716 | \$21,716 | \$21,716 |
| 3 | LS-P-53ED-FL | Criminal Tenprint/Palm Capture - Portable | Unit | \$23,750 | 8.42% | \$21,750 | \$21,750 | \$21,750 | \$21,750 |
| 4 | LS-F-53ED-22T-REG-FL | Criminal Registrant Tenprint/Palm Capture - Ruggedized Cabinet Fixed Height | Unit | \$23,354 | 8.42% | \$23,354 | \$23,354 | \$23,354 | \$23,354 |
| 5 | LS-D-53ED-22T-REG-FL | Criminal Registrant Tenprint/Palm Capture - Desktop | Unit | \$22,716 | 6.60% | \$21,216 | \$21,216 | \$21,216 | \$21,216 |

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.

[illegible]

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 | | | | | | | | | |
|-----------------------------|--|----|--|--|--|--|--|--|--|
| | | NA | | | | | | | |
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| Additional Training costs | | | | | | | | | |
|---------------------------|--|----|--|--|--|--|--|--|--|
| | | NA | | | | | | | |
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| Additional Installation costs | | | | | | | | | |
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| Additional Customization Costs | | | | | | | | | |
|---|--|--------------------|----------|--|--|--|--|--|--|
| PROVISION FOR FUTURE WORKFLOWS AND TEMPLATES | | | | | | | | | |
| This should cover technological capabilities, process adaptations, cost considerations, and any other relevant factors. | | | | | | | | | |
| | | LiveScan Workflow | Price | | | | | | |
| | | Simple | \$10,350 | | | | | | |
| | | Average | \$19,550 | | | | | | |
| | | Complex | \$43,700 | | | | | | |
| | | LiveScan Interface | Price | | | | | | |
| | | Simple | \$5,750 | | | | | | |
| | | Average | \$10,350 | | | | | | |
| | | Complex | \$25,300 | | | | | | |
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| 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. | | | | | | | | | |
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FDLE ITN 2420
LiveScan Equipment and Software
Negotiation Topics

Date: Monday, May 6, 2024 9:00 AM –12:00 PM ET

Respondent: IDEMIA Public Security

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.

Answer: IDEMIA USA is fully capable of delivering, installing and invoicing, any large order of LiveScan devices on or before 9/15/2024. We will accomplish this successfully because of our seven Florida-based FSEs working directly on LiveScan projects in the State. We have additional FSE resources out state that are available if the need would arise.

Our Project Lead coordinates deployment methods and strategy with our Sustaining Engineer (SE) serving as the System Administrator for Florida that provides troubleshooting support for connectivity and submission issues. Our experience and existing partnership with FDLE provide confidence in our ability to seamlessly deliver and maintain your LiveScan solutions.

During inside delivery, our Project Lead schedules the LiveScan set-up, installation, and training service with the site's contact. A delivery company then delivers the equipment inside the facility. Installation and training occur on the same day according to the implementation schedule. Following installation of the equipment and establishment of interfaces, the IDEMIA USA SE conducts basic functionality testing in preparation for training. Our hands-on, instructor-led training covers the following:

- *Logging on and off the LiveScan solution*
- *LiveScan solution power up and power down*
- *Entering demographic information*
- *Taking proper fingerprints and/or palm prints*
- *Printing of fingerprint cards and/or sending electronic transmissions*
- *Editing fingerprint records*
- *Training on additional peripheral LiveScan functionalities we provide*

As part of the training, we provide an electronic copy of the user documentation.

FDLE ITN 2420
LiveScan Equipment and Software
Negotiation Topics

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.

Answer: IDEMIA USA does not sell LiveScan software separately from hardware. Instead, IDEMIA USA's LiveScan business practice is to provide our customers a turnkey LiveScan solution where hardware, software, installation and on-site training is all included in a bundled solution.

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.

Answer: IDEMIA USA's LiveScan solutions include hardware and software sold together. It is not our practice to sell LiveScan hardware and software separately.

FDLE ITN 2420
LiveScan Equipment and Software
Negotiation Topics

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.

Answer: IDEMIA USA's LiveScan Florida based team of Field Support Engineers regionally dispersed throughout the state maintain relationships with each of the end-user Customers in the Booking Facilities. In the rare instances when a document update is required, we distribute it electronically through our network of Field Service Engineers to the end-user Customers. We have found that centralized email address lists are not effective given the high turnover rates in many of these facilities. Our practice of maintaining relationships combined with periodic on-site visits has been effective in communicating new information, addressing additional training needs and proactive maintenance of the Livescans.

An emerging new offering in this space is the IDEMIA USA Learning Lab which is an online space in which IDEMIA will distribute additional product information. We have provided in our BAFO response additional information on the IDEMIA Learning Lab.

FDLE ITN 2420
LiveScan Equipment and Software
Negotiation Topics

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.

Answer: IDEMIA USA's LiveScan as described in response to Question 4 above, we leverage our team of Field Support Engineers regionally dispersed through which we maintain relationships and perform periodic on-site visits with each of the end-user Customers in the Booking Facilities in addition to any calls for assistance. During these visits our Field Service Engineers address any additional training needs for new users or refresher training for end users that have been away from the equipment for some time. In our experience the additional training needs of the vast majority of end-users are addressed by this methodology.

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.

Answer: IDEMIA USA will provide additional instruction and maintenance manuals upon request. Typically, we place a pdf version of the manual on the Desktop of the LiveScan and any additional manuals may be distributed electronically via our network of Field Support Engineers.

FDLE ITN 2420
LiveScan Equipment and Software
Negotiation Topics

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.

Answer: IDEMIA USA's products are managed by our Product Managers who proactively monitor both the general IT space as well as the law enforcement IT space to identify emerging risks that may require patches or updates. IDEMIA USA's Product Management team assess these risks to determine which are urgent and require immediate action for deployed systems which are eligible for future enhancement. Our software patches and updates include those 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) and Nlets.

The output of this process is part of our Product Roadmap that outlines features of new product versions to be released in the future. Critical and urgent patches are developed by IDEMIA USA's Product Development team and issued to the field where our Field Support Engineers deploy them in coordination with the end-user customer. Non-urgent features are addressed in future product releases and customers realize these improvements with the purchase of the latest version of the product.

FDLE ITN 2420
LiveScan Equipment and Software
Negotiation Topics

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.

Answer: IDEMIA USA has provided in our complete Amended BAFO ATTACHMENT K – Price Reply Sheet_IDEMIA_05092024.xlsx pricing information for High/Medium/Low complexity LiveScan Workflow enhancements.

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.

Answer: IDEMIA USA's prices are Firm Fixed Price inclusive prices. There are no hidden fees or costs.

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.

Answer: IDEMIA USA confirms the pricing outlined in the Tenprint Reply Tab found in our completed Amended BAFO ATTACHMENT K – Price Reply Sheet_IDEMIA_05092024.xlsx.

FDLE ITN 2420
LiveScan Equipment and Software
Negotiation Topics

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.

Answer: IDEMIA USA now understands that FDLE's intent with this question is to recommend which Livescan models meet FDLE's intent for the initial purchase of ~100 Livescans. Further IDEMIA USA now understands that in our BAFO response FDLE desires to see only these models listed as Base Offerings with all other models move to "Optional" section of Amended BAFO ATTACHMENT K – Price Reply Sheet _IDEMIA_05092024.xlsx.

The models that best meet FDLE's needs of the ITN contract requirements:

- a. Criminal Booking:*
 - i. Criminal Tenprint/Palmprint Capture – Ruggedized Fixed Height*
- b. Criminal Registrant:*
 - i. Criminal Tenprint/Palmprint Capture - Desktop*

Our fully integrated Tenprint capture solution provides FDLE with the following features and benefits:

- Single-source vendor for all components of the LiveScan solution, including the AFIS interface*
- Digital image capture of upper, lower, and writer's palms, slaps, and rolls*
- Photo capture*
- Full compliance with FDLE AFIS, FBI IAFIS/NGI EBTS, and ANSI/NIST image standards*
- Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity*
- Quick check, review, and edit can be performed on each print*

Please see our Volume 1 Technical Reply, Section 2.1 Tenprint Capture Devices for additional information on our LiveScan Tenprint Capture Devices capabilities and how they meet the needs of the ITN contract requirements.

FDLE ITN 2420
LiveScan Equipment and Software
Negotiation Topics

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.

Answer: IDEMIA USA confirms the pricing outlined in the Tenprint Reply Tab found in our completed Amended BAFO ATTACHMENT K – Price Reply Sheet _IDEMIA_05092024.xlsx.

IDEMIA USA understands the pricing strategy for each renewal year and ensures our LiveScan offerings will include our three-year warranty throughout the contract term.



Florida Department of Law Enforcement

LiveScan Equipment and Software

VOLUME ONE:
TECHNICAL REPLY

Submitted by: April 15, 2024

Submitted To:

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

Submitted By:

Gary Newlin
Idemia Identity & Security USA LLC
11951 Freedom Dr. Suite 1800
Reston, VA 20190
Phone: (612) 839-9639
Fax: (952) 945-3339
Email: gary.newlin@us.idemia.com



IDEMIA USA has endeavored to identify any such proprietary or confidential information with "Start Confidential Information" and "End Confidential Information" before and after the respective relevant information on a page or pages of this proposal. IDEMIA USA's proposal includes all exhibits and appendices thereto, as well as all extrinsic documents and materials that may be identified and incorporated therein by specific reference. IDEMIA USA's proprietary information typically includes information related to proprietary security features and related designs, techniques and materials, formulas, manufacturing methods, business plans, pricing and other financial information, technology and product roadmaps, and customer lists and references. Subject to applicable law, such proprietary or confidential information may not be disclosed (pursuant to freedom of information legislation or otherwise), reproduced in whole or in part, or used for any purpose other than the recipient's evaluation of this proposal, without the prior written consent of an executive officer or the General Counsel of Idemia Identity & Security USA LLC.

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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: | Idemia Identity and Security USA LLC | | |
| FEDERAL TAX IDENTIFICATION NUMBER: | 04-3320515 | | |
| ADDRESS: | 11951 Freedom Drive, Suite 1800 | | |
| CITY: | Reston | STATE: | VA ZIP: 20190 |
| AUTHORIZED REPRESENTATIVE: | Casey Mayfield | TITLE: | SVP Justice and Public Safety |
| AUTHORIZED SIGNATURE: |  | DATE: | April 12, 2024 |
| PHONE: | 217-720-5277 | EMAIL: | casey.mayfield@us.idemia.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.

Service • Integrity • Respect • Quality

TAB 1: COVER LETTER

Reply Cover Letter

Identify Respondent principal respondent information.

IDEMIA USA's cover letter, including principal respondent information and a summary of our solution, begins on the following page.



IDEMIA Identity & Security USA LLC
11951 Freedom Drive, Suite 1800
Reston, VA 20190
(703) 775-7800

Start Confidential Information

April 15, 2024

Angela Githens
Procurement Officer

Florida Department of Law Enforcement
Office of General Services
2331 Philips Road
Tallahassee, FL 32308
Subject: FDLE-ITN-2420, LiveScan Equipment and Software

Dear Ms. Githens,

IDEMIA Identity & Security USA LLC (IDEMIA USA) appreciates the opportunity to present our response to your solicitation: FDLE-ITN-2420, *LiveScan Equipment and Software*.

We are a long-time partner to FDLE, providing LiveScan fingerprinting hardware, software, and services to you since 1987. **As the current provider of ~200 Criminal LiveScan and ~50**

Applicant LiveScan solutions throughout Florida, we provide a low-risk solution to continue providing LiveScan hardware and software. Our 50 years of biometric expertise and over 20 years of experience in LiveScan development, deployment, and support make us a trusted partner to government agencies in all 50 states. Nationwide, we provide over 9,000 LiveScan solutions.

Through our Support Services network, we provide our end users with exceptional customer service, whether from our talented Help Desk Technicians or from our on-site Field Service Engineers (FSEs). **We clearly differentiate ourselves from our competition with 185 FSEs strategically located throughout the nation (including seven in Florida) who are committed to customer satisfaction.** No other LiveScan provider has the resources, knowledge, and experience to provide this level of customer support.

IDEMIA USA is the only LiveScan solution provider with employees who can conduct the hardware and software development, manufacturing and systems integration, as well as Help Desk service required to support Florida; **all other LiveScan solution providers must spread these responsibilities across multiple subcontracted companies.** The entire IDEMIA USA organization works as a coordinated team and reports to the same operating executive, allowing us to act fast while emphasizing our number one corporate value—customer success.

IDEMIA USA's History with FDLE

- Partner since 1987
- Deployed ~200 Criminal and ~50 Applicant LiveScans
- Provided LiveScan solutions to 62 of 67 Florida County Sheriff's Departments
- Achieved 99% system uptime
- Invested in support infrastructure, including our in-state service location and large in-state team



IDEMIA Identity & Security USA LLC
11951 Freedom Drive, Suite 1800
Reston, VA 20190
(703) 775-7800

Our LiveScan Solution for FDLE provides the following benefits:

- Meets all **technical requirements**. Our TouchPrint™ 5300 (TP5300) hardware and TouchPrintEnterprise™ software provide better and faster image-capture and processing, better long-term performance, and a lower total cost of ownership. Our solution's Moisture Discriminating Optics™ (MDO) technology results in better database image quality and reduces capture of false artifacts. Using our TP5300, forensic analysts can perform more positive identifications and solve more crimes.
- Leverages **our partnership with FDLE and experience in the State**. In addition to providing LiveScan Solutions to Florida since 1987, we have also provided ID services to the State since 1973. Our decades of experience working with Florida includes extensive investment in statewide corporate infrastructure, ensuring we are best equipped to serve you.
- Provides **exceptional customer service**. IDEMIA USA has seven experienced LiveScan FSEs located throughout the State of Florida, strategically positioned to provide rapid response at any LiveScan location. We also have a physical service location in Tallahassee. Our personnel and service location provide FDLE with broad service coverage, rapid response times, and speedy resolution of technical issues.
- Applies our **enterprise knowledge** of the FDLE LiveScan system. Our Florida-based personnel have unmatched knowledge of the entire Florida LiveScan enterprise. In addition to delivering, providing training for, and servicing ~250 combined criminal and applicant LiveScan solutions in the State, our team supports the FDLE backend system that interacts with LiveScan solutions. Our comprehensive understanding up and down the LiveScan enterprise provides us unmatched knowledge when performing troubleshooting.

In addition to my role as authorized representative for this proposal, please contact Gary Newlin, Director of Business Development, should you have any questions. FDLE can contact Mr. Newlin directly at (612) 839-9639 or by email at gary.newlin@us.idemia.com.

Mr. Newlin is available to answer your questions and ensure our proposal meets your expectations. We look forward to speaking with you further.

Sincerely,

A handwritten signature in black ink, appearing to read "CMayfield".

Casey Mayfield
Senior Vice President, Justice & Public Safety

End Confidential Information

List of Subcontractors – Attachment B

Include a summary of product or services to be provided for each subcontractor identified (if applicable).

IDEMIA USA will not use subcontractors to provide products or services. Since we are the single point of contact for FDLE, your team will not lose time due to issue mitigation. Our centralized authority and management allow us to act quickly and ensures customer success.

**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 will 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

Casey Mayfield, SVP Justice and Public Safety
*Typed Name and Title of Authorized Representative

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

TAB 2: CORPORATE CAPABILITIES

1. Background



IDEMIA USA, Florida's leading LiveScan provider, leverages over 30 years of LiveScan development and almost 50 years of biometric expertise to provide the highest quality solution.

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.

Start Confidential Information

IDEMIA USA is a large company with a rich history of serving state agencies through its former companies, DigiMarc, L-1 Identity Solutions, and MorphoTrust, USA. In 2017, IDEMIA was formed with the merger of Safran Identity & Security SAS (Morpho) and Oberthur Technologies SA (Oberthur). The IDEMIA global group of companies, with over \$2.5 billion in annual revenue, provides IDEMIA USA with a robust set of resources (**Table 1**). The IDEMIA group of companies is owned and indirectly controlled by the Boston-based private equity firm Advent International.

Table 1: IDEMIA USA Background Information. *We leverage our extensive resources and experience to deliver industry-leading biometric solutions.*

| IDEMIA USA Background Information | |
|--|--------------------------|
| Date Established | 2017 |
| Firm Size | \$450M in annual revenue |
| Resources | \$2.5B in shared revenue |
| Ownership | Advent International |
| Total Number of Employees | Approximately 2,000 |
| Total Number of Personnel Engaged Activities Relevant to ITN | 185 FSEs |

IDEMIA USA is a business unit of IDEMIA with over \$450 million in annual revenue. We have a market-leading position in identity management covering law enforcement solutions, identity solutions, digital ID, smart cards, federal ID, testing solutions, and border protection. **Among our many customers, we are a trusted partner to Florida, providing services to the State since 1973.**

IDEMIA USA's biometric corporate history is drawn from two sources: the original Printrak fingerprint operations that date from 1974, and the original Morpho fingerprint operations that date from 1983. We possess 50 years of biometric experience with a long and distinguished record of successfully upgrading federal, state, and local government agencies' systems to new Automated Fingerprint Identification System (AFIS) platforms throughout the U.S.

In Florida, IDEMIA USA partnered with the Department to install FDLE's first Automated Fingerprint Identification System in 1987, and has been providing world-class biometric identification products and services to Florida law enforcement agencies ever since. Our 37 years of working in partnership with the FDLE in support of Florida Law Enforcement provides us unparalleled insight into Florida's unique biometric identification space.

IDEMIA USA employs approximately 2,000 personnel. Of those employees, 185 are LiveScan Field Service Engineers (FSEs), including seven Florida-based FSEs working directly on LiveScan projects in the State. As members of our Support Services network, our FSEs provide end users with exceptional customer service. No other LiveScan provider has the resources, knowledge, and experience to provide our level of customer support.

IDEMIA USA's combined corporate infrastructure and LiveScan resources are unique in the industry. We are the only LiveScan solution provider with employees who can conduct the hardware and software development, manufacturing and systems integration, as well as Help Desk service required to support Florida. All other LiveScan solution providers must spread these responsibilities across multiple subcontracted companies.

Figure 1 illustrates our extensive customer base, which includes the following:

- Over 9,000 LiveScans deployed nationally supporting federal, state, local, and civil agencies. We have civil LiveScans in all 50 states; criminal Livescans are indicated by the light blue circle segments in **Figure 1**
- Three federal customers, including the Federal Bureau of Investigation (FBI) and two that cannot be disclosed
- 32 states plus Washington, D.C. use our Multi-Biometric Identification Solution (MBIS), including Florida
- Nine counties in Florida use our MBIS
- 23 states use our enrollment services, including Florida

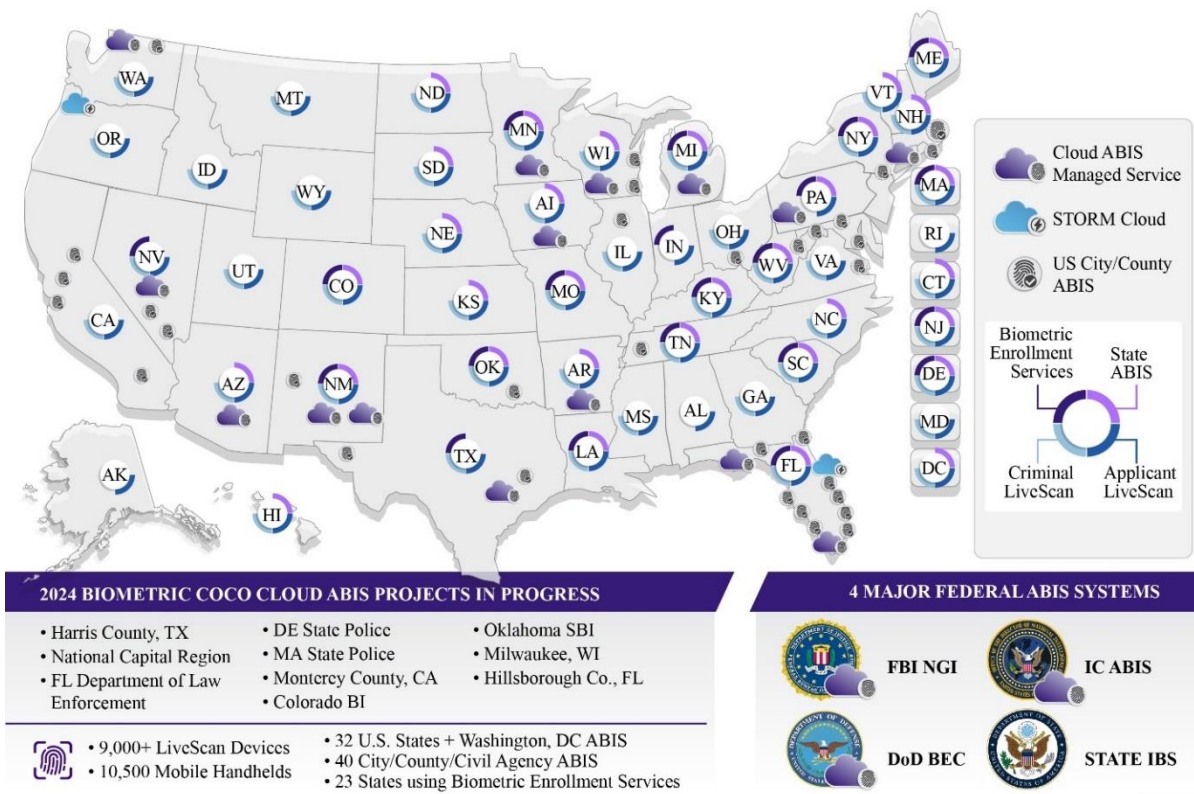


Figure 1: IDEMIA USA's Biometric Customer Base. We are a trusted partner to federal, state, local, and civil agencies across the U.S., providing over 9,000 LiveScan solutions.

End Confidential Information

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.



IDEMIA USA's project examples describe recent LiveScan hardware and software implementations of similar size and scope to the ITN's functional, technical, and security requirements. For each project, we provided all required hardware and software, and performed implementation and ongoing support. Our examples demonstrate extensive project expertise and exceptional results.

Similar Solutions

The services we are proposing to FDLE are largely identical to the services we provided our references, including the following:

- Program management methodology
- Customer service features (including in-state FSEs)
- LiveScan Technical Specifications
- Knowledge of full system enterprise (for two of three references)
- Program reporting
- Security requirements

Start Confidential Information

2.1 Project 1

Project No. 1 – Texas Department of Public Safety (TXDPS), LiveScan Solutions

Period of Performance: 2001 to Present

Annual Contract Value: \$830,855

Functional Elements Similar to FDLE’s Requirements. IDEMIA USA has provided LiveScan solutions to TXDPS for over 23 years. We have deployed, and continue to maintain, over 223 FBI-certified LiveScan units installed at various Law Enforcement Offices across the state of Texas. We delivered all hardware (including necessary peripherals) and software as an integrated product to provide the turnkey solution TXDPS required.

IDEMIA USA uses our proven program management methodology to successfully provide TXDPS and Texas law enforcement agencies with new LiveScan solutions and Administrative Workstations. A dedicated IDEMIA USA project manager, regional customer service manager, and regional service manager work on the TXDPS LiveScan project. Our team is strategically aligned with the TXDPS organizational structure to facilitate easy collaboration between partners.

Our in-state support team of seven personnel provides installation, training, preventative maintenance, and remedial service. Training is based on our Train-the-Trainer model (allowing anyone we train to train others in the future), and we provide manuals for all training sessions. Delivery and implementation of our LiveScan solutions follow TXDPS schedule requirements.

TXDPS has 24/7 access to IDEMIA USA’s customer support network, which includes ticket logging, dispatching, tracking, and escalating all service requests. This support network ensures that TXDPS system crashes are resolved within four hours of initial notification. **Annual average uptime for TXDPS LiveScan solutions is regularly at least 99.9%, and the annual average downtime for critical calls is regularly less than 20 minutes.**

Included among our contractual deliverables, we provide monthly progress reports detailing status updates about ongoing LiveScan and Administrative Workstation deliveries.

Technical Elements Similar to FDLE’s Requirements. The LiveScan solution we deliver to TXDPS is identical to that which we are proposing to FDLE. Each LiveScan solution includes:

- Computer
- Keyboard
- Monitor
- Mouse
- Fingerprint Scanner (our TP5300 scanner)
- Uninterrupted Power Supply
- Mugshot Camera
- Printer
- Cabinet (for Ruggedized units)
- Demographic Data Gateway (DDG) software
- Endpoint Encryption Software

Our LiveScan TP5300 Scanner is a key feature of our TXDPS solution. The TP5300 supports rapid booking for Texas operators by employing quality control feedback during print capture, allowing immediate correction without requiring a need to retake prints to complete bookings. Our TP5300 also provides overall cost savings to TXDPS as it does not require frequent replacement and installation of silicone pads, a characteristic of other vendors’ solutions.

Project No. 1 – Texas Department of Public Safety (TXDPS), LiveScan Solutions

IDEMIA USA's LiveScans submit transactions to the TXDPS central AFIS while also interfacing with a variety of Record Management Systems (RMSs)/Jail Management Systems (JMSs) at local Law Enforcement Offices. The LiveScan solutions we provide to TXDPS meet Wavelet Scalar Quantization (WSQ) Grayscale Fingerprint Image Compression Specifications (IAFIS-IC-0110 v3.1 October 4, 2010), and conform to the National Institute of Standards and Technology (NIST) Fingerprint Image Quality (NFIQ) 2.0 standard.

Security Elements Similar to FDLE's Requirements. The LiveScan solutions we provide for TXDPS are compliant with stringent departmental security requirements. These include:

- Adhering to FBI Criminal Justice Information Services (CJIS) Security Policy
- Complying with FBI Electronic Biometric Transmission Specification (EBTS) version 11.2
- Using Virtual Private Network (VPN) tunnels with Advanced Encryption Standard (AES) 256-bit encryption, firewall restrictions, and Stateful Packet Inspection (SPI) for data in transit
- Possessing a security system to prevent unauthorized operator access
- Communicating via Transmission Control Protocol/Internet Protocol (TCP/IP)
- Using endpoint encryption
- Complying with American National Standards Institute (ANSI) data formatted packet standard (ANSI/NIST-ITL 1-2011 Update: 2015)

2.2 Project 2

| Project No. 2 – Colorado Bureau of Investigation (CBI), LiveScan Solutions | |
|--|--|
| Period of Performance: 1999 to Present | Annual Contract Value: ~\$750,000 |
| <p>Functional Elements Similar to FDLE’s Requirements. IDEMIA USA has provided LiveScan devices to the Colorado Bureau of Investigation (CBI) since 1999. In all, we provide 77 LiveScan solutions, including Ruggedized, Desktop, and Portable units. CBI also uses our Morpho Biometric Identification System (MBIS) to provide an online database of tenprint fingerprints, latent fingerprints, palm prints, mug shots, scars, tattoos, and demographic data.</p> <p>IDEMIA USA uses our proven program management methodology to successfully provide CBI with new LiveScans. Our team is strategically aligned with the CBI organizational structure to facilitate easy collaboration between partners.</p> <p>Our support team includes one in-state Field Service Engineer. They are supported by our out-of-state Field Service Technicians, who provide installation, training, preventative maintenance, and remedial service. Training is based on our Train-the-Trainer model (allowing anyone we train to train others in the future), and we provide manuals for all training sessions. Delivery and implementation of our LiveScan solutions follow CBI schedule requirements.</p> <p>CBI has 24/7 access to IDEMIA USA’s support network, which includes ticket logging, dispatching, tracking, and escalating all service requests. This support network ensures that CBI system crashes are resolved within four hours of initial notification.</p> <p>Technical Elements Similar to FDLE’s Requirements. The LiveScan solution we deliver to CBI is identical to that which we are proposing to FDLE. Each LiveScan solution includes:</p> <ul style="list-style-type: none"> • Computer • Keyboard • Monitor • Mouse • Fingerprint Scanner (our TP5300 scanner) • Uninterrupted Power Supply • Mugshot Camera • Printer • Cabinet (for Ruggedized units) • Demographic Data Gateway (DDG) software • Endpoint Encryption Software <p>Our LiveScan TP5300 Scanner is a key feature of our CBI solution. The TP5300 supports rapid booking for Colorado operators by employing quality control feedback during print capture, allowing immediate correction without requiring a need to retake prints to complete bookings. Our TP5300 also provides overall cost savings to CBI because it does not require frequent replacement and installation of silicone pads, a characteristic of other vendors’ solutions.</p> <p>The LiveScan solutions we provide to CBI meet Wavelet Scalar Quantization (WSQ) Grayscale Fingerprint Image Compression Specifications (IAFIS-IC-0110 v3.1 October 4, 2010), and conform to the NIST Fingerprint Image Quality (NFIQ) 2.0 standard.</p> <p>Much like FDLE, IDEMIA USA is also the supplier of CBI’s AFIS. As a result, our Field Service Engineers have unmatched knowledge of the full enterprise system and can troubleshoot issues from both the LiveScan and AFIS ends of the network, facilitating quicker resolution of difficult technical issues.</p> | |

Project No. 2 – Colorado Bureau of Investigation (CBI), LiveScan Solutions

We also supported CBI during a recent department-wide upgrade of their MBIS to its latest cloud version. During this modernization project, IDEMIA USA upgraded all end-user workstations. This included modernizing and upgrading tenprint and latent stations, additional workflows, as well as additional system capacity and throughput to provide long-term sustainability for CBI's needs.

Security Elements Similar to FDLE's Requirements. The LiveScan solutions we provide for CBI meet stringent departmental security requirements. These include:

- Adhering to FBI CJIS Security Policy
- Complying with FBI EBTS version 11.2
- Using VPN tunnels with AES 256-bit encryption, firewall restrictions, and SPI for data in transit
- Possessing a security system to prevent unauthorized operator access
- Communicating via TCP/IP
- Using endpoint encryption
- Complying with ANSI data formatted packet standard (ANSI/NIST-ITL 1-2011 Update: 2015)

2.3 Project 3

| Project No. 3 – New Jersey State Police (NJSP), LiveScan Solutions | |
|---|---|
| Period of Performance: 1989 to Present | Annual Contract Value: \$4,200,000 |
| <p>Functional Elements Similar to FDLE’s Requirements. IDEMIA USA provides LiveScan solutions to the New Jersey State Police (NJSP), for whom we have provided biometric services for over 35 years. In all, we have deployed and currently maintain over 650 Ruggedized, Desktop, and Portable LiveScans solutions throughout New Jersey. We also provide program management, delivery, training, maintenance, and support.</p> <p>IDEMIA USA uses our proven program management methodology to successfully provide NJSP with new LiveScan solutions. Our dedicated New Jersey program manager, regional service manager, lead customer support engineer, and senior customer support engineer head our support of the NJSP LiveScan project. Our team is strategically aligned with the NJSP organizational structure to facilitate easy collaboration between partners.</p> <p>Our in-state support team of three in-state personnel handle all pre-planning, installation, training, and local support for the NJSP and other using agencies. Training is based on our Train-the-Trainer model (allowing anyone we train to train others in the future), and we provide manuals for all training sessions. Delivery and implementation of our LiveScan solutions follow NJSP schedule requirements.</p> <p>IDEMIA USA’s customer support network is available 24/7 to NJSP, and includes ticket logging, dispatching, tracking, and escalating all service requests. Much like our team in Florida, our New Jersey-based FSEs have cultivated decades of knowledge through our support of the State’s LiveScan and AFIS programs, and expertly understand how each system interacts and impacts the other. This enterprise knowledge is highly advantageous and beneficial for the NJSP and other New Jersey law enforcement agencies as it facilitates efficient and effective troubleshooting and analysis, resulting in faster resolution of issues.</p> <p>As part of our contract deliverables, we provide a biannual purchase order activity report to NJSP. The report includes information about all purchases made under the current contract, including total sales volume and subtotals by product.</p> <p>Technical Elements Similar to FDLE’s Requirements. For NJSP, IDEMIA USA’s LiveScan solutions enroll and process transactions for civil applicants, criminals, corrections, juveniles, final order, and sex offenders. They also capture fingerprints, palm prints and mugshots.</p> <p>The LiveScan solution we deliver to NJSP is identical to that which we are proposing to FDLE. Each LiveScan solution includes:</p> <ul style="list-style-type: none"> • Computer • Keyboard • Monitor • Mouse • Fingerprint Scanner (our TP5300 scanner) • Uninterrupted Power Supply • Mugshot Camera • Printer • Cabinet (for Ruggedized units) • Demographic Data Gateway (DDG) software • Endpoint Encryption Software <p>Our LiveScan TP5300 Scanner is a key feature of our NJSP solution. The TP5300 supports rapid booking for New Jersey operators by employing quality control feedback during print capture, allowing</p> | |

Project No. 3 – New Jersey State Police (NJSP), LiveScan Solutions

immediate correction without requiring a need to retake prints to complete bookings. Our TP5300 also provides overall cost savings to NJSP because it does not require frequent replacement and installation of silicone pads, a characteristic of other vendors' solutions.

Additionally, our LiveScans connect to the NJSP MBIS AFIS (provided by IDEMIA USA). Our support team's knowledge of NJSP's entire system minimizes downtime—we provide an experienced, in-state team that troubleshoots issues from both the AFIS and LiveScan sides of the connection. Because of our knowledge of the system and our exceptional support, 99% of LiveScan issues are resolved within 14 hours. **The Department can anticipate similar levels of exceptional service due to our in-state team and knowledge of the FDLE LiveScan enterprise.**

For NJSP, IDEMIA USA also increased efficiency of their system by supporting the streamlining of the DNA collection process. To do this, we expanded the capability of the existing LiveScan criminal booking process. Following our modifications, a new DNA barcode descriptor field was added to the LiveScan workflow; statutes that require DNA capture are now highlighted; and the new DNA barcode field is transmitted in the NIST transaction that is submitted to the NJ AFIS. All existing LiveScan solutions were updated with this workflow.

The LiveScan solutions provided to NJSP meet Wavelet Scalar Quantization (WSQ) Grayscale Fingerprint Image Compression Specifications (IAFIS-IC-0110 v3.1 October 4, 2010), and conform to the NIST Fingerprint Image Quality (NFIQ) 2.0 standard.

Security Elements Similar to FDLE's Requirements. The LiveScan solutions we provide for NJSP meet stringent departmental security requirements. These include:

- Adhering to FBI CJIS Security Policy
- Complying with FBI EBTS version 11.2
- Using VPN tunnels with AES 256-bit encryption, firewall restrictions, and SPI for data in transit
- Possessing a security system to prevent unauthorized operator access
- Communicating via TCP/IP
- Using endpoint encryption
- Complying with ANSI data formatted packet standard (ANSI/NIST-ITL 1-2011 Update: 2015)

End Confidential Information

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.



Names, resumes, and responsibilities for IDEMIA USA Key Personnel are included below. Our personnel have extensive resumes illustrating years of experience providing LiveScan solutions similar to those requested in the ITN (**Table 2**). We deliver an unparalleled number of collective years of LiveScan experience to FDLE, offering you confidence in our workforce’s ability to execute requirements, and to support and develop future improvements.

Familiar Faces

With their institutional knowledge, our LiveScan experts are best qualified to provide services to Florida. Our personnel’s experiences reduce the risk of lost time and need for greater FDLE staff resources to monitor a new supplier. Our programmatic knowledge and your familiarity with IDEMIA USA ensure a seamless transition devoid of typical risks.

Start Confidential Information

Table 2: IDEMIA USA Key Personnel. *With over 136 years of direct experience, our seasoned team has unmatched LiveScan qualifications.*

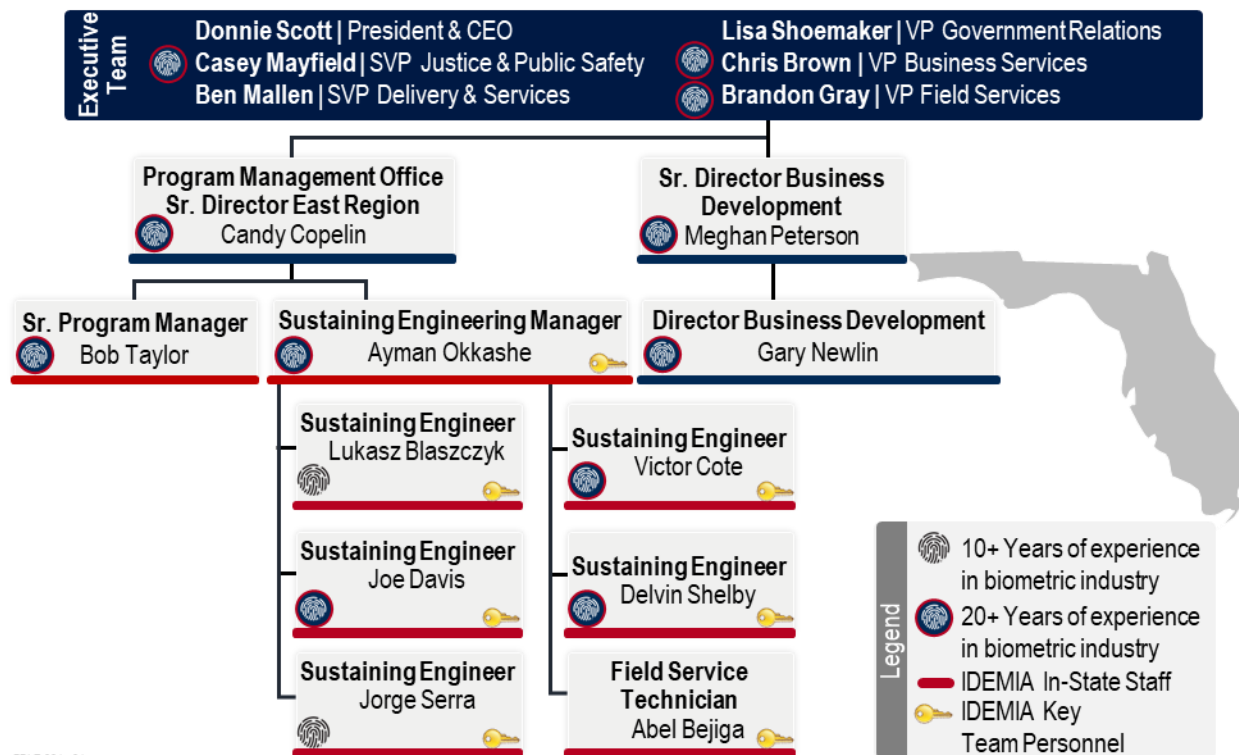
| Name | Project Role | Time Devoted to Project Prior to Implementation | Time Devoted to Project at Completion of Implementation | Years of LiveScan Experience |
|------------------|--------------------------|---|---|---------------------------------------|
| Ayman Okkashe | Sustaining Manager | 25% (10 Weekly Hours) | 15% (6 Weekly Hours) | 25+ |
| Lukasz Blaszczyk | Sustaining Engineer III | 35% (14 Weekly Hours) | 20% (8 Weekly Hours) | 15+ |
| Victor Cote | Sustaining Engineer III | 25% (10 Weekly Hours) | 25% (10 Weekly Hours) | 30+ |
| Joe Davis | Sustaining Engineer III | 15% (6 Weekly Hours) | 10% (4 Weekly Hours) | 20+ |
| Devin Shelby | Sustaining Engineer III | 35% (14 Weekly Hours) | 20% (8 Weekly Hours) | 25+ |
| Jorge Serra | Sustaining Engineer III | 30% (12 Weekly Hours) | 30% (12 Weekly Hours) | 10+ |
| Abel Bejiga | Field Service Technician | 60% (24 Weekly Hours) | 60% (24 Weekly Hours) | 1+ |
| | | | | 136+ total years of experience |

Table 3 describes functions and responsibilities for IDEMIA USA key personnel, relative to the task to be performed. Our key personnel have experience performing these exact responsibilities supporting Florida LiveScans.

Table 3: Key Position Functions and Responsibilities Relative to Tasks to be Performed.

| Key Personnel Position | Functions and Responsibilities Relative to Task to be Performed |
|---------------------------------|---|
| Sustaining Manager | <ul style="list-style-type: none"> • Reviews the status of pending open tickets • Consults with the team members on LiveScan software escalations and bug fixes • Coordinates LiveScan software updates • Performs all responsibilities of a Sustaining Engineer |
| Sustaining Engineer III | <ul style="list-style-type: none"> • Performs LiveScan software/hardware analysis and troubleshooting, and applies appropriate resolutions • Installs and configures LiveScan software • Configures LiveScan network communication • Works with customer's Information Technology (IT) and infrastructure team to resolve and configure network communication • Consults with customer's Jail Management System (JMS) administrator in configuration of LiveScan interface, reviewing and validating input/output of NIST files to ensure compliance with FDLE Interface Control Document (ICD) • Maintains asset inventory of software/hardware for all deployed LiveScans in the State • Maintains and fosters customer relations and communications |
| Field Service Technician | <ul style="list-style-type: none"> • Performs on-site preventative maintenance • Performs backup and restore of LiveScan • Replaces defective components |

IDEMIA USA provides a team of personnel with more LiveScan experience than any other commercial organization. As the provider of ~250 combined Criminal and Applicant LiveScan solutions in Florida, our Inside Sales and Logistics organization, and various service teams are fully staffed and ready to fulfill the services required. We also have a deep bench of qualified personnel and resources throughout the organization, enabling us to backfill any vacancies quickly and efficiently as they arise. Our organizational chart in Figure 2 details the resources, including key personnel, IDEMIA USA can marshal to fulfill FDLE's requirements.



FDLE-001-v01

Figure 2: IDEMIA USA's Organization Chart. At every level, IDEMIA USA has key decision makers with extensive experience in the biometric industry.

End Confidential Information

Start Confidential Information

3.1 Ayman Okkashe, Sustaining Manager

Summary

Mr. Okkashe is a seasoned IT professional with practical systems experience and exceptional customer relation skills. With experience managing teams of up to 10 sustaining engineers, Mr. Okkashe is team oriented and self-motivated, has excellent communication skills, and uses his leadership skills to deliver for IDEMIA USA's customers.

Education & Training

- **B.B.A., Management Information Systems/Information Systems Security;** Florida Atlantic University, Boca Raton, FL
- **A.A.,** Palm Beach State College, Lake Worth, FL
- **A.S., Computer Engineering Technology;** Keiser University, Ft. Lauderdale, FL

Relevant Employment History

IDEMIA USA

Sustaining Engineering Manager

2023 to Present

- Oversees biometric systems operation in Florida, South Carolina, Texas, and Missouri
- Manages a team of 10 sustaining engineers
- Manages enterprise mission-critical Biometric Identification Systems (Linux-Oracle). Primary responsibilities are Palm Beach County Sheriff's Office, Broward County Sheriff's Office, and Miami-Dade Police Department
- Manages facial recognition systems operation for cruise lines in Florida, Texas, and New Jersey.
- Interfaces with program, project, and sales managers for all projects
- Manages technical service requests and escalations
- Schedules and prioritizes tasks for field operation team
- Creates and maintains systems maintenance and operation plans
- Creates and maintains system operations business continuity plans
- Participates in sales meetings and add-on sales, and proposes application solutions

Field Service Supervisor, Florida-South Carolina

2018 to 2022

- Managed field operation team in Florida and South Carolina. Team consisted of seven support engineers
- Managed enterprise mission-critical Biometric Identification Systems (Linux-Oracle). Primary responsibilities were Palm Beach County Sheriff's Office, Broward County Sheriff's Office, and Miami-Dade Police Department
- Oversaw the systems operations at FDLE, South Carolina Law Enforcement Department, Lee, Collier, Sarasota, Pinellas, and Jacksonville counties sheriff's offices
- Managed facial recognition systems operation for cruise lines in Florida
- Interfaced program, project, and sales managers for all projects for Florida and South Carolina.
- Managed technical service requests and escalations
- Scheduled and prioritized tasks for the field operation team
- Created and maintained systems maintenance and operations plans
- Created and maintained system operations business continuity plans
- Participated in sales meeting and add-on sales, and proposed application solutions

Morphotrack, LLC

Sr. Support Engineer, Regional Technical Specialist

2013 to 2018

| Summary | |
|---|---------------------|
| <ul style="list-style-type: none"> Managed enterprise mission-critical Biometric Identification Systems. Supported Palm Beach County Sheriff's Office, Broward County Sheriff's Office, and Miami Dade Police Department. Oversaw the systems operations at Florida west coast sites—Lee, Collier, and Sarasota counties sheriff's offices Interfaced with customer IT management, and external system vendors Performed in-depth investigation and troubleshooting of software/hardware/network-related issues; and applied appropriate resolution Managed Oracle databases and Structured Query Language (SQL) scripts Created Linux shell scripts to automate system management Performed systems analysis and storage capacity projections Proposed system/software solutions Worked on continuous improvement plans for service delivery within the service organization Performed software quality assurance and testing Managed system process automation and monitoring alerts Provided regional technical support assistance and escalation for the southeast region support engineers. The region included Canada, Kentucky, South Carolina, Florida, and Tennessee Assisted regional manager in monitoring daily service calls and made sure that regional Customer Support Engineer (CSE) adhered to policies and procedures set forth by customer service business. Assumed project manager responsibility; coordinated and planned on-site systems installation International experience: participated in Europe, Middle East, and Africa (EMEA) support operations, system deployment, and integration. Traveled to Ireland, Luxemburg, Belgium, Netherlands, Oman, Barbados, Bahamas, and Antigua | |
| IDEMIA USA (predecessor company Motorola) | |
| Software Support Engineer | 1999 to 2013 |
| <ul style="list-style-type: none"> Provided daily management, first level support, and monitoring of AFIS for law enforcement agencies in South Florida, including the Palm Beach County Sheriff's Office and the Broward County Sheriff's Office Maintained LiveScan and Latent workstations for the treasure coast counties Participated in on-call rotation to support the AFIS systems within the State of Florida Provided progress reports and follow-ups to management Maintained effective customer relations Worked in a team environment with minimal supervision | |
| Palm Beach Newspapers, Inc. | |
| Systems Support Technician | 1997 to 1999 |
| <ul style="list-style-type: none"> Coordinated and supported the entire organization's personal computing requirement. Assembled and upgraded workstations and servers Installed and configured software packages varying from operating systems and antivirus, to mainframe emulator software Negotiated prices with computer vendors, and facilitated all the organization's hardware computing needs Repaired laser printers and managed workstations' network backups | |
| Pinnacle Hospitality Systems, Inc. | |
| Computer Service Technician | 1995 to 1997 |
| <ul style="list-style-type: none"> Provided service to the POSitouch systems Coordinated system setup and installation | |

Summary

- Performed system maintenance, and software and hardware upgrades
- Repaired POS printer and touch screens
- Maintained effective customer relations

3.2 Lukasz Blaszczyk

| Summary | |
|---|----------------------------------|
| Mr. Blaszczyk is a sustaining engineer dedicated to customer liaison roles, system administration across multiple platforms, and troubleshooting systems. Through previous sustaining engineering experience, Mr. Blaszczyk has supported end-user relations and large working group collaboration. In addition, Mr. Blaszczyk is skilled in Python programming, Oracle administration, system scripting in various languages, User Interface (UI) design, and documentation for non-technical users. | |
| Education & Training | |
| <ul style="list-style-type: none"> • M.S., Physics; Florida State University, Tallahassee, FL • Oracle Certified Associate | |
| Relevant Employment History | |
| IDEMIA USA | |
| <i>Sustaining Engineer III</i> | <i>02/2023 to Present</i> |
| <ul style="list-style-type: none"> • Integrates, deploys, and administers cloud-based and on-premises AFIS systems • Troubleshoots and maintains over 100 remote customer sites across multiple states • Administers Linux and Windows servers, including physical, VM, and cloud-based | |
| <i>Regional Technical Specialist</i> | <i>01/2013 to 02/2023</i> |
| <ul style="list-style-type: none"> • Supported remote sites and engineers in several states and abroad • Provided first-tier troubleshooting of hardware, Operating System (OS), and software issues for state-wide AFIS systems • Facilitated communication and escalation between on-site personnel and senior engineering • Tracked ongoing technical issues for southeast region • Supported over 100 remote user sites and two local AFIS systems | |
| <i>Senior Support Engineer</i> | <i>10/2007 to 01/2013</i> |
| <ul style="list-style-type: none"> • Served as administrator and customer liaison of state-wide AFIS system for the State of Florida • Managed Windows, AIX, and Red Hat systems in all aspects • Worked with Oracle and Versant databases, required programming heavily in Python and scripting in various languages for system maintenance and support functions • Involved in supporting over 100 remote user sites state-wide and an additional back-end system | |
| Florida State University | |
| <i>Researcher</i> | <i>08/2003 to 10/2007</i> |
| <ul style="list-style-type: none"> • Managed computer cluster of Linux server used for computation of physics calculations and processing of large experimental datasets from Jefferson National Laboratory • Cluster managed ROCKS clustering platform, based on CentOS • Developed software for data analysis in C/C++ • Collaborated with scientists worldwide on software development, analysis, and research | |
| Supercomputer Computations Research Institute | |
| <i>Java Programmer</i> | <i>04/1999 to 10/1999</i> |
| <ul style="list-style-type: none"> • Developed educational software for primary school teachers to write interactive lesson presentations for students • Implemented a simplified user interface and incorporated media resources for users | |

3.3 Victor Cote

| Summary | |
|---|---------------------------|
| Mr. Cote is a Sustaining Engineer with over 30 years' experience working at IDEMIA USA. During his time at IDEMIA USA, Mr. Cote has provided LiveScan support to FDLE. He helps maintain LiveScan system functionality and supports the field service of FDLE LiveScan systems. | |
| Education & Training | |
| <ul style="list-style-type: none"> • B.S.E.E.T; DeVry Institute of Technology, Atlanta, GA | |
| Relevant Employment History | |
| IDEMIA USA | |
| <i>Sustaining Engineer III</i> | <i>01/1991 to Present</i> |
| <ul style="list-style-type: none"> • Maintains system functionality through preventative and remedial measures • Works as part of cloud support team to support 24/7 operations • Supports day-to-day field service and repair operations to maintain compliance with our customers' contractual Service Level Agreement (SLA) requirements • Oversees the maintenance and repair of field equipment including servers, computers, cameras, printers, UPS, signature pads, scanners, and fingerprint capture devices • Ensures company assets are tracked and safeguarded • Acts as a liaison between the IDEMIA USA operations team and customers' operational personnel • Provides/manages hardware and software support and maintenance • Responsible for contributing to weekly and monthly reporting as defined by the Sustaining Engineering Manager • Controls/manages consumable and spare parts inventory at levels defined by management • Monitors system dataflow and throughput • Promotes system integrity through proactive monitoring • Performs routine backups and coordinates data archiving system • Performs diagnostic checks on databases • Identifies system malfunctions unique to sites • Identifies intermittent network problems • Provides/manages hardware and software support and maintenance | |

3.4 Joe Davis

| Summary | |
|---|------------------------|
| Mr. Davis is a system administrator at IDEMIA USA with over 20 years of experience supporting FDLE. In his role, Mr. Davis provides remote and onsite support of the hardware and software for several AFIS across the U.S., including FDLE's AFIS. | |
| Education & Training | |
| <ul style="list-style-type: none"> • Oracle Database Administrator Certified Associate • U.S Navy Training: Electronics and Electricity; Fire Controlman Technician "A" School; Fire Control Radar Operation and Maintenance | |
| Relevant Employment History | |
| IDEMIA USA | |
| <i>System Administrator, FDLE AFIS System</i> | <i>1994 to Present</i> |
| <ul style="list-style-type: none"> • Serves as a customer support analyst • Provides remote and onsite support of hardware and software for several AFIS systems • Supports AFIS databases and workstations that are networked throughout U.S., including the State of Florida • Since 2008, acts as an assigned IDEMIA USA AFIS System Administrator for FDLE • Monitors system dataflow supports • Promotes system integrity • Acts as librarian for AFIS systems • Performs routine backups • Performs diagnostic checks on databases • Coordinates data archiving system • Identifies system malfunctions unique to site • Provides productivity reports • Assists identification problems from foreign interfaces • Assists in identification of intermittent network problems • Assists workflow design modification | |
| Monk's Office Machine Center, Inc. | |
| <i>Field Service Technician</i> | <i>1990 to 1994</i> |
| <ul style="list-style-type: none"> • Troubleshoot, repaired, and maintained primarily large copiers as a Field Service Technician in Tallahassee and surrounding areas | |
| U.S. NAVY | |
| <i>Fire Controlmen On Board USS Dale (CG-19)</i> | <i>1984 to 1990</i> |
| <ul style="list-style-type: none"> • Provided 55B Radar system maintenance and operations support • Performed preventative/corrective maintenance, repair, and testing of two guided missile radars and associated support equipment • Maintained network of ship-wide fire control systems, consisting of radar, computer, missile control, and different weapon batteries to main weapon control • Assisted yard workers and field service technicians during overhaul in the installation and testing of the AN/SPG 55B MOD 10 Radar and support systems • Acted as senior technician supervising training of junior 55B personnel, overseeing maintenance and troubleshooting | |

3.5 Devin Shelby

Summary

Mr. Shelby is a results-focused Senior Support Engineer offering customer service expertise gained through 20 years of experience in the Biometric Identification industry. A proactive leader with strengths in communication and collaboration, Mr. Shelby has a history of building customer trust and mentoring support technicians. Mr. Shelby's excellent presentation and interpersonal skills and abilities allow him to convey technical knowledge in clear and concise manner to end users and C-level executives.

Education & Training

- **A.A.S., Intelligence Studies and Technology**; Community College of the Air Force, Montgomery, AL
- **Cisco Certified Network Associate**; National Cryptologic School

Relevant Employment History

IDEMIA USA

| <i>Sr. Customer Support Engineer/Technical Specialist</i> | <i>12/1999 to Present</i> |
|--|---------------------------|
| <ul style="list-style-type: none"> • Maximizes infrastructure capacity and efficiency, configures systems, and advances automation for Biometric Identification front-end edge device deployment, integration, and testing • Provides maintenance, technical, and integration support to IDEMIA USA biometric customers • Provides second level support to both IDEMIA USA Field Service Technicians as well as Customer Support Engineers • Addresses any implementation and software deployment concerns • Works with Program Management and Sales to develop strategic vision and biometric expansion. • Works extensively with engineering/integration staff to help them better understand our customers' biometric needs, solutions, and benefits to projects • Creates tailored training media through a combination of localized HTML web sites, electronic documentation in both Word and PDF format, and hard copy laminated aids | |

National Security Agency

| <i>Surveillance and Warning Center Supervisor</i> | <i>03/1986 to 11/1999</i> |
|--|---------------------------|
| <ul style="list-style-type: none"> • Represented the National Security Agency (NSA) when deployed as part of a National Intelligence Support Team • Supervised a team of fusion analysts responsible for reporting directly to the National Security Operations Center • Provided tailored intelligence reports and briefings to national level consumers | |

3.6 Jorge Serra

| Summary | |
|--|----------------------------------|
| Mr. Serra is a Sustaining Engineer possessing extensive knowledge of server hardware and networking peripherals. In his day-to-day responsibilities, Mr. Serra installs and deploys servers, analyzes and troubleshoots network environments, and repairs hardware. Prior to joining IDEMIA USA, Mr. Serra spent nearly five years working for FDLE. | |
| Education & Training | |
| <ul style="list-style-type: none"> • A.A., Computer Science; Miami-Dade Community College, Miami, FL • Certified Microsoft Certified Information Technology Professional (MCITP) Server Administrator | |
| Relevant Employment History | |
| IDEMIA USA | |
| <i>Sustaining Engineer II</i> | <i>02/2011 to Present</i> |
| <ul style="list-style-type: none"> • Installs and maintains Windows and Red Hat Linux servers • Manages Active Directory (AD), Domain Name Service (DNS), and Dynamic Host Configuration Protocol (DHCP) services • Maintains EMC NetWorker software backups and disaster recovery • Repairs servers, desktops, and other hardware peripherals • Deploys and supports Windows 11/10/7 operating systems • Analyzes and troubleshoots network environments, operating systems, and hardware peripherals | |
| Florida Department of Law Enforcement | |
| <i>Systems Administrator</i> | <i>08/2006 to 02/2011</i> |
| <ul style="list-style-type: none"> • Installed and maintained Windows servers • Used extensive knowledge in physical and VMware server technologies • Managed AD, DNS, DHCP, Windows Internet Naming Service (WINS), and Internet Information Services (IIS) services • Maintained Symantec Backup Exec backups and disaster recovery • Employed knowledge of server hardware and networking peripherals • Deployed and supported Windows 7/Vista/XP operating systems | |
| Kelly Tractor | |
| <i>Help Desk Coordinator</i> | <i>03/2006 to 08/2006</i> |
| <ul style="list-style-type: none"> • Installed and supported Windows XP/2000 professional operating systems • Provided on-call personal computer (PC) and mainframe support for more than 300 employees • Maintained Windows 2003/2000/NT server systems • Troubleshot Microsoft Office 2003, AS400, Citrix end user, and Active Directory applications | |
| Air Jamaica Vacations | |
| <i>Network Administrator</i> | <i>04/2004 to 03/2006</i> |
| <ul style="list-style-type: none"> • Installed and maintained Windows 2003/2000/NT servers • Managed Microsoft Exchange 2003, ISA 2004, and telecommunication programs • Developed and implemented network security • Built and repaired servers, desktops, and laptops • Analyzed and troubleshot PC hardware and network infrastructure • Troubleshot network environments, operating systems, and programs | |

| Summary | |
|--|----------------------------------|
| Lumatek Corp. | |
| <i>Systems Analyst Designer</i> | <i>11/2002 to 05/2003</i> |
| <ul style="list-style-type: none">• Performed system analysis and design network environment• Configured TCP/IP routing and firewall network infrastructure• Supported Windows XP/2000 professional operating systems• Maintained Windows 2003/2000/NT server systems• Troubleshot network environments, operating systems, and programs | |
| Network Essentials | |
| <i>Systems Analyst/Consultant</i> | <i>12/2000 to 10/2002</i> |
| <ul style="list-style-type: none">• Assisted in system analysis and network design• Troubleshot custom application software• Built and repaired desktop and laptop PCs• Deployed software and hardware upgrades | |
| American Superior Insurance | |
| <i>Network Administrator</i> | <i>08/1998 to 08/2000</i> |
| <ul style="list-style-type: none">• Maintained Novell systems• Provided Citrix end user support• Managed Windows NT server environment | |

3.7 Abel Bejiga

| Summary | |
|---|---------------------------|
| Mr. Bejiga is a highly qualified Field Service Engineer with a comprehensive knowledge of computers, operating systems, networking protocols, and technical support. In his day-to-day activities, Mr. Bejiga performs field service repairs and maintenance tasks, prioritizing customer satisfaction through expedited troubleshooting of problems. | |
| Education & Training | |
| <ul style="list-style-type: none"> • B.S., Computer Science; Saint Leo University, Saint Leo, FL | |
| Relevant Employment History | |
| IDEMIA USA | |
| <i>Field Service Engineer II</i> | <i>09/2023 to Present</i> |
| <ul style="list-style-type: none"> • Improves equipment reliability by conducting thorough field service repairs and maintenance tasks • Enhances customer satisfaction with prompt and efficient troubleshooting of complex technical issues • Performs detailed diagnostics to accurately identify root causes and implement appropriate solutions for improved system performance • Streamlines workflow processes, reducing downtime and increasing overall productivity in the field. • Works closely with sustaining engineering team to provide customers with well-maintained and managed computer equipment | |
| Dell Technologies | |
| <i>Hardware Support Engineer</i> | <i>09/2022 to 08/2023</i> |
| <ul style="list-style-type: none"> • Managed effectively a high-volume caseload of over 10 cases per day, consistently meeting or exceeding performance targets while ensuring timely resolution • Implemented streamlined case management, resulting in a 33% increase improvement in client satisfaction • Engaged effectively with key stakeholders, including executives, directors, senior managers, and peers, fostering productive communication and collaboration to achieve successful project outcomes | |
| GeekSquad | |
| <i>Support Engineer</i> | <i>04/2018 to 08/2020</i> |
| <ul style="list-style-type: none"> • Responded to support requests from end-users and patiently walked individuals through basic troubleshooting tasks. • Explained technical information in clear terms to non-technical individuals to promote better understanding. • Performed root cause analysis of reported issues to enact corrections. | |

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4. References – Attachment G, Respondent Reference Form

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.



IDEMIA USA has completed three project references in Attachment G, located on the following page.

Start Confidential Information**ATTACHMENT G RESPONDENT REFERENCE FORM**Respondent Company Name: IDEMIA Identity & Security USA 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: Texas Department of Public Safety
Contract Person: Chrystal Davila, Biometric Coordinator
Phone Number: 512-424-7026
Address: 5805 N Lamar Blvd., Austin, TX 78752
Email Address: Chrystal.Davila@dps.texas.gov
2. Name of Customer/Agency: Colorado Bureau of Investigation
Contract Person: Pam Buderer
Phone Number: 303-239-4426
Address: 690 Kipling Street, Suite 4000, Denver, CO 80215
Email Address: Pam.Buderer@state.co.us
3. Name of Customer/Agency: New Jersey State Police
Contract Person: LT. Michael Kassey
Phone Number: 609-882-2000 ext. 2451
Address: POB 7068, West Trenton, NJ 08628
Email Address: Michael.Kassey@njsp.gov

End Confidential Information

TAB 3: 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:

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.

IDEMIA USA provides the Department with a complete LiveScan solution that addresses the functional requirements identified in Attachment H of this ITN. The Department receives the following benefits from our solution and services:

- **A Tenprint Capture solution that meets all technical requirements.** Our TouchPrint™ 5300 (TP5300) hardware and TouchPrintEnterprise™ software provide better and faster image-capture and processing, better long-term performance, and a lower total cost of ownership. Our solution's Moisture Discriminating Optics™ (MDO) technology results in better database image quality and reduces capture of false artifacts. Using our TP5300, forensic analysts can perform more positive identifications and solve more crimes.
- **Exceptional customer service.** IDEMIA USA has seven experienced LiveScan FSEs located throughout the State of Florida, strategically positioned to provide rapid response at any LiveScan location. We also have a physical service location in Tallahassee. Our personnel and service location provide FDLE with broad service coverage, rapid response times, and speedy resolution of technical issues.
- **Enterprise knowledge of the FDLE LiveScan system.** Our Florida-based personnel have unmatched knowledge of the entire Florida LiveScan enterprise. In addition to delivering, providing training for, and servicing ~250 combined criminal and applicant LiveScan solutions in the State, our team supports the FDLE backend system that interacts with LiveScan solutions. Our comprehensive understanding up and down the LiveScan enterprise provides us unmatched knowledge when performing troubleshooting.

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 \(state.fl.us\)](https://state.fl.us/falcon)

- 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)

Respondent Response:

IDEMIA USA has reviewed FDLE’s technical specifications, provisions, and interface control documents, and our team is prepared with a solution capable of meeting these requirements. In the following sections, we provide details on how our LiveScan solution delivers to FDLE’s requirements in performing tenprint capture for Criminal and Applicant workflows.

2.1 TENPRINT CAPTURE DEVICES

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

Respondent Response:



IDEMIA USA’s proposed Tenprint Capture Devices and software meet all the requirements identified under 2.1.1

Compliance, 2.1.2 Standards, and 2.1.3 Usability.

IDEMIA USA’s Tenprint LiveScans are user friendly, reliable, and deployed in all 50 states. Our fully integrated tenprint capture solution provides FDLE with the following features and benefits:

Moisture Discriminating Technology

IDEMIA USA’s LiveScan solution includes Moisture Discriminating Optics™ (MDO) technology, resulting in better database image quality and reducing the capture of false artifacts. Using our TP5300, forensic analysts can perform more positive identifications and solve more crimes.

- Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- Digital image capture of upper, lower, and writer’s palms, slaps, and rolls
- Photo capture
- Full compliance with FDLE AFIS, FBI IAFIS/NGI EBTS, and ANSI/NIST image standards
- Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- Quick check, review, and edit can be performed on each print

Our LiveScan solution is available in three form factors—Desktop, Portable, and Ruggedized—shown in **Figure 3**.



Figure 3: Available Form Factors for IDEMIA USA's LiveScan Solution.

The Microsoft Windows-based LiveScan solution offers superior scanning capabilities. It includes an FBI-certified scanner that captures and delivers unsurpassed image quality. The scanner provides true 500 pixels per inch (ppi), 256 gray-level input, and captures both 800x750 pixel rolled prints and 1600x1000 pixel slap prints, as well as palm capture (upper, lower, and writer's palm prints) and optional 1000 ppi input via software and firmware upgrades. It is fully compliant with FBI Electronic Biometric Transmission Specification (EBTS) and American National Standards Institute/National Institute of Standards and Technology (ANSI/NIST) image standards.

After the LiveScan captures prints, automatic processing is performed. This includes minutiae extraction and image-quality measurements that are obtained by using our proprietary image-processing algorithm. Real-time quality assurance automatically detects if fingerprints are rolled correctly and ensures that each fingerprint image is in the correct location. This saves time and reduces the percentage of rejected submissions that are due to poor image quality. At stations equipped for palm print capture, real-time quality assurance compares the left and right palm print images with the fingers from each hand to ensure that the palms and fingers are correctly paired. By using the Ruggedized LiveScan, FDLE can evaluate the image data quality and integrity before acceptance and immediately rescan low-quality prints. A keyboard and mouse are standard equipment, and the monitor is available in a variety of sizes, with or without touchscreen capabilities. The included multidirectional camera provides full-featured mugshot capture capability, and the captured photos may be printed on an available printer.

With the LiveScan, users can track the status of each submission, obtain responses quickly, and resubmit cases when necessary. Our software includes a user-friendly graphical user interface (GUI), as shown in the following requirement responses. We solicit feedback from our Users Group community to drive continual improvement and to achieve the highest customer satisfaction.

2.1.1 Compliance

Respondent Response:

IDEMIA USA's proposed equipment and software comply with all the requirements listed below.

- 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:



IDEMIA USA's Tenprint equipment and software complies 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.

Respondent Response:



IDEMIA USA's Tenprint equipment and software complies 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.

Respondent Response:



IDEMIA USA's Tenprint equipment and software equipment complies 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.

- 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.

Respondent Response:



IDEMIA USA's Tenprint equipment and software complies 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).

Our equipment and software also include considerations for bandaged, amputated, and/or deformed digits that comply with the ANSI/NIST standard. During tenprint capture, users annotate the prints to account for bandaged, amputated, and/or deformed digits.

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

Respondent Response:



IDEMIA USA's system conforms to the NIST Fingerprint Image Quality (NFIQ) 2.0 (NISTIR 8382) standard.

Our LiveScan devices meet IAFIS/NGI ANSI/NIST image standards to ensure the image quality of all prints. Quality checks are performed during the image capture and verified before transmission.

- 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.

Respondent Response:



IDEMIA USA's Tenprint equipment and software meets 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)

Respondent Response:



IDEMIA USA's Tenprint equipment and software meets 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.

Respondent Response:



IDEMIA USA's Tenprint equipment and software communicates via TCP/IP using Network File Server (NFS) capability. All transmissions 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.

Respondent Response:



We have reviewed the FDLE MBIS Criminal LiveScan Interface Control Document, and hereby confirm that our Tenprint equipment and software comply with this document for criminal transactions.

- 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.

Respondent Response:



We have reviewed the FALCON/AFIS Interface Control Document and Civil Workflow Control System (CWCS) Interface Control Document, and hereby confirm that our Tenprint equipment and software comply with these documents for civil application transactions.

2.1.2 Standards

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

Respondent Response:

IDEMIA USA's proposed system equipment, software, services, and warranties are integrated into a single unit and comply with all the standards listed below.

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

Respondent Response:



The Tenprint Capture Device and the Desktop Tenprint Capture Device have been configured with a 22" flat panel Touchscreen LCD monitor for PC-based implementations. Transportable laptop and mobile Tenprint Capture Devices include 15" Non-Touchscreen monitors.

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

Respondent Response:



The user is guided through the fingerprint capture process via on-screen prompts, indicating the direction of finger roll and correct finger selection. During fingerprint image capture, the operator sees a real-time "live" display of the fingerprint image as it is captured on the device.

The rolled prints can be acquired either from right to left or from left to right. The suggested direction of the roll is indicated by an arrow next to the crosshair reference mark (+) in the center of the screen.

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

Respondent Response:



IDEMIA USA's LiveScan solutions feature an integrated photograph/mugshot capture camera for capturing a digital photo of the suspect's face (**Figure 4**). The proposed LiveScans include a Canon EOS Rebel T7 digital single-lens reflex (DSLR) camera with a pole mount that is adjustable. A multidirectional camera provides full-featured photo capture capability; the captured photos may be printed on an available local or remote printer.

IDEMIA USA's LiveScan provides software control for adjusting and capturing mugshot (**Figure 4**) and tattoo (**Figure 5**) pictures. The software finds the eyes and automatically centers the face. The user adjusts sharpness, brightness, and contrast on the captured image.

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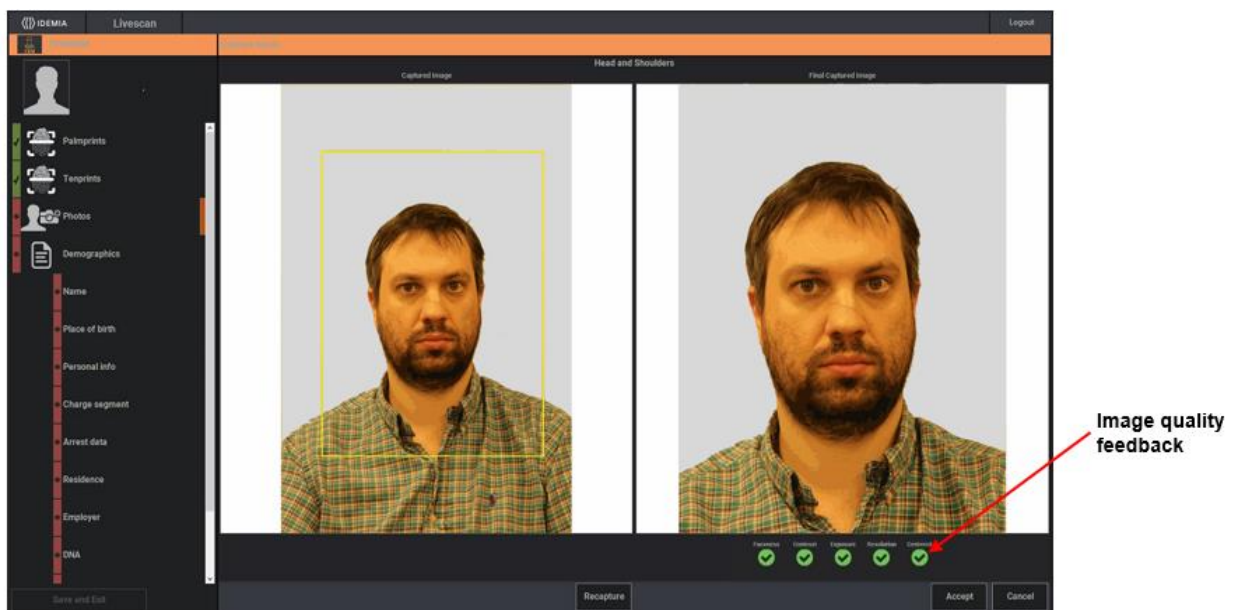


Figure 4: Mugshot Quality Control is Configurable.

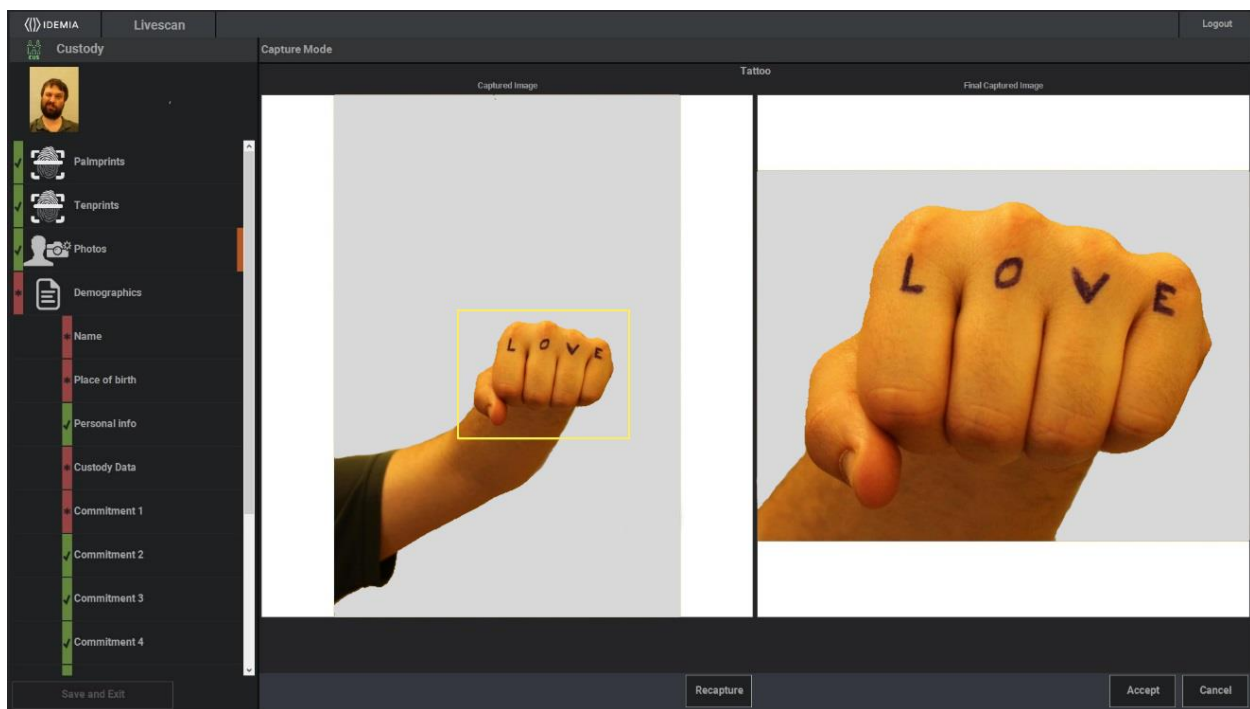


Figure 5: Sample Tattoo Capture Screen.

End Confidential Information

IDEMIA USA's LiveScan supports the following capabilities related to photograph capture:

- Capture one or multiple images of different types such as frontal, left profile, right profile, and full body
- Capture images by using webcam or digital camera
- Automatic eye detection
- Check the quality of frontal mugshot image against International Civil Aviation Organization (ICAO) parameters
- Ability to recapture images
- Ability to add comments related to captured images
- Ability to digitally crop/zoom to capture scars, marks, and tattoos (SMT)

IDEMIA USA's LiveScan can be configured with or without a photograph camera. The digital camera or webcam can be easily mounted or removed. Cameras and webcams are easy to service, exchange, replace, or upgrade.

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

Respondent Response:



IDEMIA USA's LiveScan for criminal workflows includes the ability to capture high-quality, NIST-compliant palm prints (lower palms and writer's palms) at 500ppi or upgradable to 1000ppi. The scanners have a 5" x 5" active scanning window for palmprint capture. Every

scanner fully complies with FBI NGI EBTS and ANSI/NIST image standards, ensuring consistent image quality of all prints. **Figure 6** shows an example of palm capture.

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Figure 6: Palm Capture Summary Screen. *The screen display shows a summary of when palms have been correctly captured.*

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

Respondent Response:



The proposed devices' software functionality is determined by the type of transaction and the reason for submission. See Section 2.2 – Template Configurations for details on the functionalities of each individual configuration. IDEMIA USA will also support legacy workflows.

IDEMIA USA supports all the required workflows:

- Criminal Arrest (Booking)
- Registrant
- Department of Corrections Custody
- Identification Only
- Quick ID
- Deceased Known, Deceased Unknown, Identification Only FBI, Add-On Charge (future functionality)

- Criminal Justice Applicant
- Non-Criminal Justice Applicant

In addition, we will support the DNA Availability Status Check, FALCON RapidID/RISC, and Criminal RapidDNA workflows.

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

Respondent Response:



The system has the ability to determine the NFIQ score for each finger collected by assessing whether the image will have a high true acceptance rate (TAR) when compared to another fingerprint in an AFIS database. The quality score is based on the following requirements:

- Lighting
- Image Quality
- Positioning
- Finger Sequence

If the captured image and extracted fingertips meet the minimum quality requirements, the instruction box indicates that capture is complete. If they do not meet the minimum quality requirements, the instruction box indicates the problem and provides suggested actions.

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

Respondent Response:



The NFIQ score is configurable by an administrator. If an image is poor quality, an error message is displayed, and the image can be recaptured.

- 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.

Respondent Response:

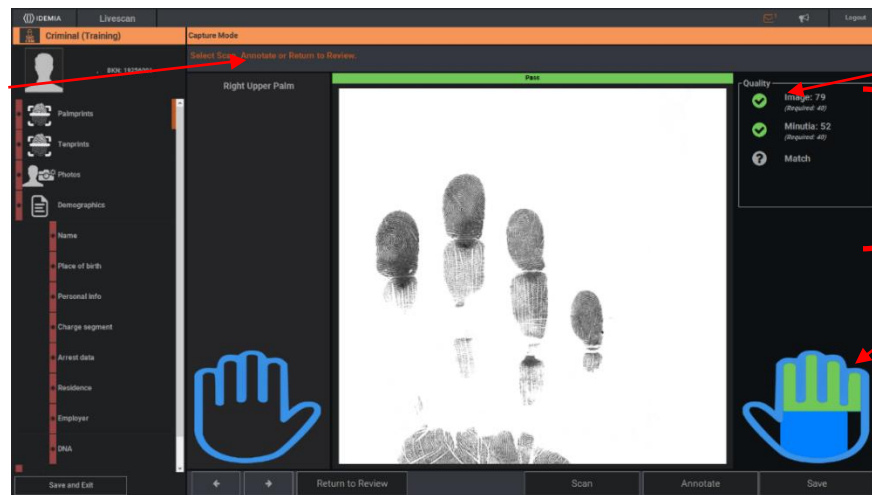


During the enrollment process, the IDEMIA USA LiveScan performs continuous quality control tasks, such as image quality and sequence check. As soon as an issue is detected, a warning or error message with a relevant recommendation is displayed immediately, and the user is prompted to correct the problem.

Fingerprint and palm print capture is guided by icons (**Figure 7**) and is immediately followed by feedback if the quality is not sufficient. As each mandatory step is completed, the color of the step bar on the left side of the screen changes from red to green. Descriptors, fingerprints, palm prints, and mugshot images are mandatory for all Criminal transaction submissions.

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Instructions
for next
step



Pass
result

Actual (and
required)
scores, and
match status

Hand Icon:
Green for
"pass"; blue
indicates
next capture
type / area

Figure 7: Sample Fingerprint Screen. *Fingerprint and palm print capture is immediately followed by feedback if the quality is not sufficient.*

End Confidential Information

- 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.

Respondent Response:



The Tenprint capture system performs a sequence check automatically to ensure that all fingers are rolled in the correct order and that there are no duplicates, omissions, or fraudulent substitutions. The tenprint capture system extracts minutiae from fingerprints and palm prints and includes AFIS-level algorithms that perform the following quality checks:

- Slaps and thumbs are captured. The slaps are compared to the rolls to ensure they are captured in the correct order. The software algorithms determine basic patterns and extract characteristic minutiae points.
- The fully rolled images are, in turn, encoded and matched against their sister (normally identical) slap images to verify that the rolled fingers are captured in the correct order.
- The fingerprints of the upper palm are compared against the slap and rolled prints to ensure the upper palms are captured in the correct order.
- The interdigital area between the lower palms with the upper palms is also compared to ensure they are captured in the correct order.
- A fingerprint sequence check is then performed.
- If two images do not match, the system tries to determine what went wrong.
- If a middle finger was rolled where an index finger was expected, the system not only informs the operator that the expected finger was not found, but correctly identifies which finger was substituted.

If there is a sequence error, a message is displayed to alert the LiveScan operator; the workflow will not continue until the error is corrected, as shown in **Figure 8**. In this example, the right ring finger was rolled in the left ring position: the error is detected by comparison with the 4-FP slaps. A pop-up opens suggesting a move/save of the image to its appropriate position.

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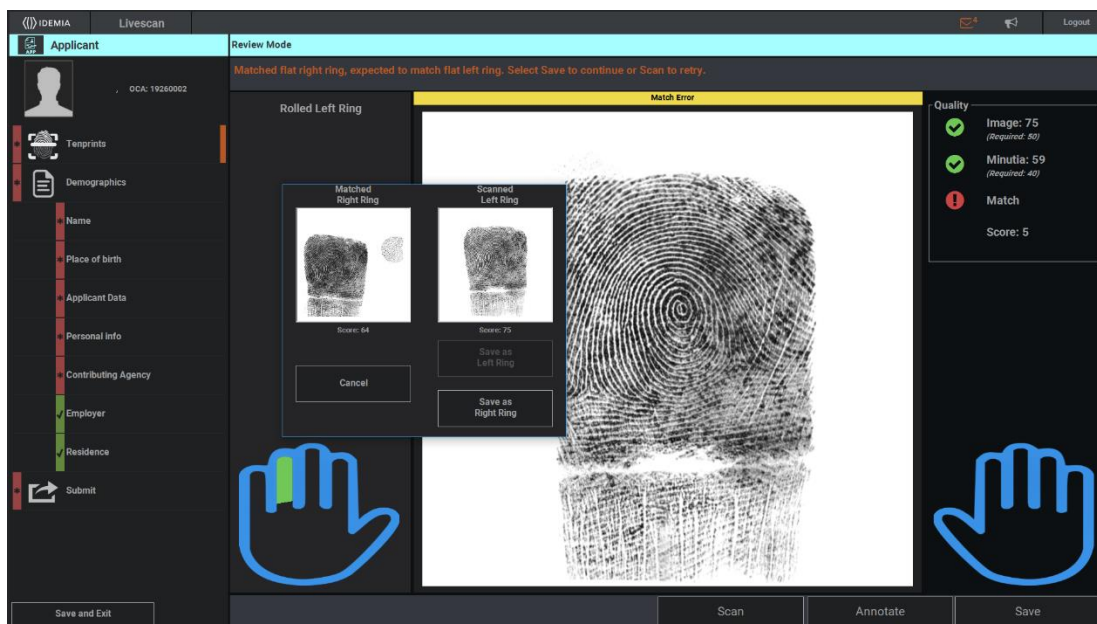


Figure 8: The LiveScan Software Identifies Quality Issues.

End Confidential Information

- 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.

Respondent Response:



IDEMIA USA's Quality Control Decision Logic includes distal roll-to-upper palm comparison. This applies to both fingerprints and palmprints. For fingers, this comparison matches the rolled or flat images against the four-finger slap image, which are extracted from the upper palm captures.

This type of comparison is necessary to improve accuracy, as it ensures the fingers were rolled in the proper order and that the fingers and palms are from the same person. The threshold for the roll-to-slap comparison allows the system administrator to define which fingers are critical for improved accuracy.

- 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.

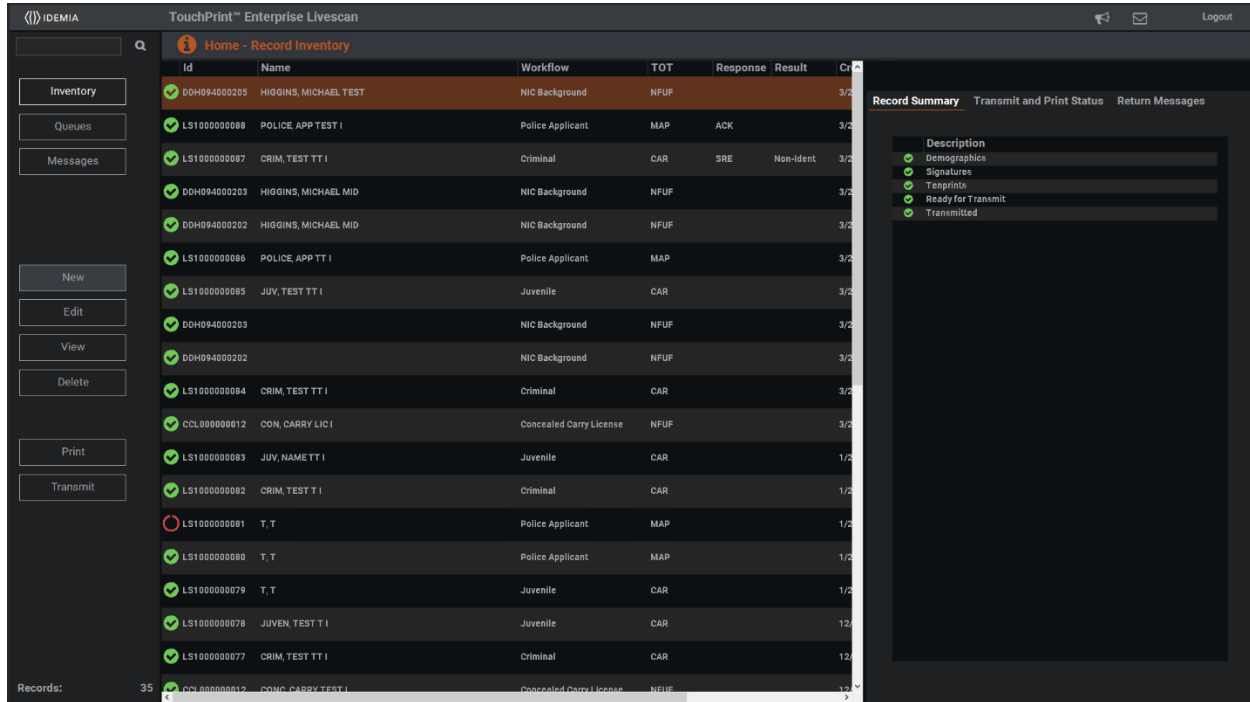
Respondent Response:



The capture devices display the transmission status of completed captures, as shown in **Figure 9**. Bookings are automatically submitted once connectivity is restored.

Our proposed LiveScans include PCs with internal storage able to store at least 2,000 compressed bookings/transactions in case of network problems or transmission delays. If the storage becomes full, transactions are deleted on a first-in, first-out (FIFO) basis.

Start Confidential Information



| Id | Name | Workflow | TOT | Response | Result | Cr |
|--------------|-----------------------|-------------------------|------|----------|-----------|-----|
| DDH094000205 | HIGGINS, MICHAEL TEST | NIC Background | NFUF | | | 3/2 |
| LS1000000088 | POLICE APP TEST I | Police Applicant | MAP | ACK | | 3/2 |
| LS1000000087 | CRIM TEST TT I | Criminal | CAR | SRE | Non-Ident | 3/2 |
| DDH094000203 | HIGGINS, MICHAEL, MID | NIC Background | NFUF | | | 3/2 |
| DDH094000202 | HIGGINS, MICHAEL, MID | NIC Background | NFUF | | | 3/2 |
| LS1000000086 | POLICE APP TT I | Police Applicant | MAP | | | 3/2 |
| LS1000000085 | JUV TEST TT I | Juvenile | CAR | | | 3/2 |
| DDH094000203 | | NIC Background | NFUF | | | 3/2 |
| DDH094000202 | | NIC Background | NFUF | | | 3/2 |
| LS1000000084 | CRIM TEST TT I | Criminal | CAR | | | 3/2 |
| CCL000000012 | CON, CARRY LIC I | Concealed Carry License | NFUF | | | 3/2 |
| LS1000000083 | JUV NAME TT I | Juvenile | CAR | | | 1/2 |
| LS1000000082 | CRIM TEST TT I | Criminal | CAR | | | 1/2 |
| LS1000000081 | T, T | Police Applicant | MAP | | | 1/2 |
| LS1000000080 | T, T | Police Applicant | MAP | | | 1/2 |
| LS1000000079 | T, T | Juvenile | CAR | | | 1/2 |
| LS1000000078 | JUVEN TEST TT I | Juvenile | CAR | | | 12 |
| LS1000000077 | CRIM TEST TT I | Criminal | CAR | | | 12 |
| CCL000000012 | CON, CARRY TEST I | Concealed Carry License | NFUF | | | 12 |

Record Summary Transmit and Print Status Return Messages

Description

- Demographics
- Signatures
- Tenprints
- Ready for Transmit
- Transmitted

Figure 9: Example of a Results Page.

End Confidential Information

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

Respondent Response:



The Tenprint Capture Device functions as a stand-alone workstation or can be connected to an AFIS. Its offline capabilities allow the application's temporary storage mode to queue up transactions if a live connection with a back-end server is not available.

As a standalone workstation, the IDEMIA USA LiveScan is configured to store a minimum of 2,000 completed tenprint transactions. If your system is configured to do so, you can also save partially completed records. The temporary storage queue automatically processes after a connection is re-established.

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

Respondent Response:



Our proposed devices allow an operator to periodically delete stored records. Operators delete submission requests by using the Delete button located in the left part of the capture screen.

- 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.

Respondent Response:



Before printing, an operator can preview a fingerprint image and data to see how they are printed on a fingerprint card. The operator can view a zoomed image on the Fingerprint Acquisition Screen. This screen contains different tabs depending on the acquisition sequence Print Summary, as follows:

- Print Summary **View** tab: used to obtain an overview of the different fingerprints already acquired. **Zoom** and **Recapture** operations are still available at this point in the process.
 - Palm Summary **View** tab: used to obtain an overview of the different palms already acquired. **Zoom** and **Recapture** operations are still available at this point in the process.
- o. The system must be capable of producing a tenprint transaction that is compatible with the State Identification Bureau (SIB) ICD.

Respondent Response:



IDEMIA USA assumes that by the State Identification Bureau (SIB) ICD, the FDLE is referring to the Biometric Identification System (BIS) ICD. The proposed devices produce a tenprint transaction that is compatible with the BIS ICD. IDEMIA USA will conform to published ICDs, as we do today. The following data format and transfer protocol is followed:

- Transactions from LiveScan Stations to the FDLE BIS are in NIST format and are submitted via e-mail.
- 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.

Respondent Response:



The Tenprint Capture Device prints fingerprint images, including palm prints on fingerprint cards based on the appropriate template.

After all the required data has been captured and validated, the system enables the user to print cards on a network printer. The LiveScan is configured to support printing fingerprint images and demographic data in appropriate areas of the fingerprint cards. This includes the local printing of Fingerprint and Palm Print cards. An example of a submission screen is shown in **Figure 10**.

Start Confidential Information

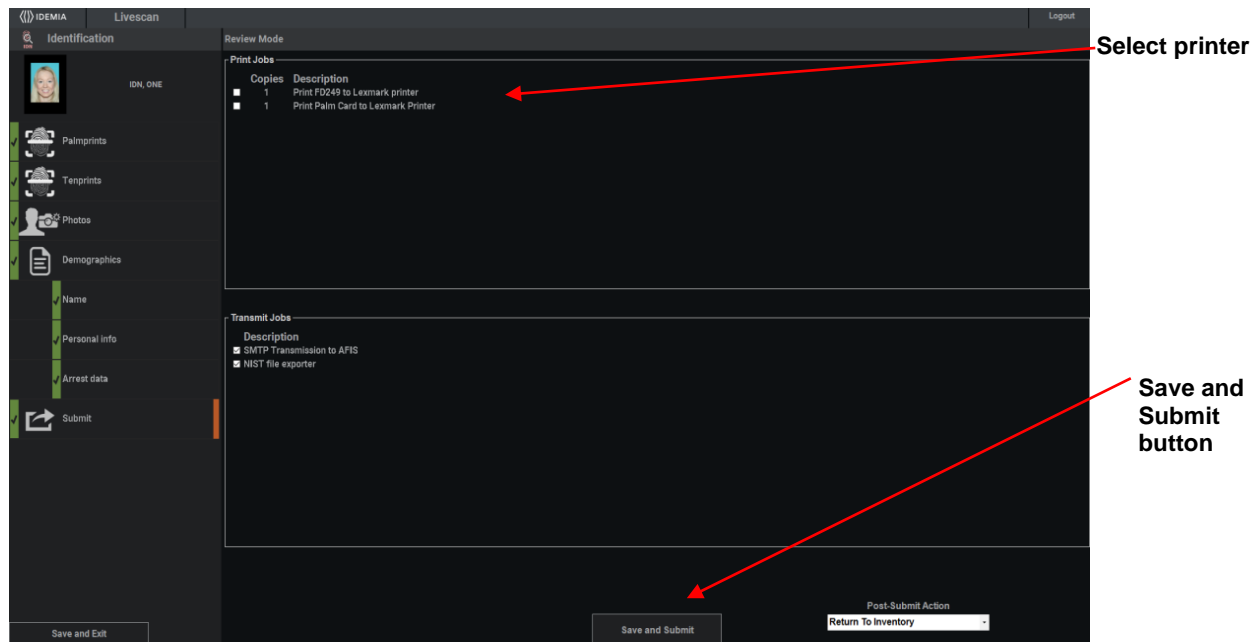


Figure 10: Sample Submission Screen.

End Confidential Information

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

Respondent Response:



When the printer(s) are installed, IDEMIA USA works with FDLE to ensure the appropriate number of copies are set as a default. This allows multiple copies of a tenprint card to be printed 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.

Respondent Response:



IDEMIA USA follows an Integration procedure based on FDLE's needs that meets FBI CJIS Security Policy and Florida Administrative Code 60GG-2 for Access Control, Identification, and Authentication.

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

Respondent Response:



Secure access to enrollment functions and data is very important. Strong authentication of operators is required, and all performed operations are logged for possible later audit. Access control is based on a Lightweight Directory Access Protocol (LDAP) repository. Users' rights are controlled according to their security profiles. Users log on with a unique username and password.

To provide an auditable history of activities, the system logs the actions taken by users during their sessions.

- 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).

Respondent Response:



The Tenprint Capture Devices provide access control based on FDLE's LDAP repository. FDLE's Administrator can assign one or several functional access profiles to a user, defining what functions they can perform. Users' rights are controlled according to their security profiles. Users log on with a unique username and password. To provide an auditable history of activities, the actions taken by users during their sessions are logged.

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

Respondent Response:



The Tenprint Capture Device software has role-based access with privileges assigned based on a configurable user profile. Typically, the following user profiles are configured:

- Operator
- Supervisor
- Transaction Manager

Each user profile is assigned one or more privileges or functions, such as the following:

- Perform enrollment
- View cases
- Delete cases
- Resubmit cases
- Print cases

- 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.

Respondent Response:



The proposed devices are highly configurable and are set up so that the system automatically logs an operator off if the system has been idle for 30 minutes.

- 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.

Respondent Response:



This is a new requirement for Florida LiveScans. As a result, we will develop The system an on-screen panic button. When operators need to stop the booking process due to a non-cooperative subject, they will touch the on-screen panic button. The booking in-progress will pause, and the system will lock. When operators are ready to continue the

booking process, they then need to log on again, using their username and password, to continue the booking.

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

Respondent Response:



The Tenprint Capture Device includes a signature capture pad. The signature capture pad is used to capture the signatures of the subject being fingerprinted as well as the operator taking the fingerprints. The capture device is a complete and versatile pen-input system with an interactive LCD display. The electromagnetic pen is designed for a long life of more than 30 million tip activation cycles.

The advantage of this type of pen is the ability to capture a digital signature with the ease and familiarity of ink-on-paper by use of the "electronic ink" displayed under the pen tip as the user writes. The large signing area and small size of the device makes it a great tool for capturing signatures in any environment where portability is necessary or space is at a premium.

- y. The system must incorporate at a minimum Florida driver license card swipe (either magstripe or 2D barcode) 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.

Respondent Response:



The driver license card swipe capture device (reader) reads descriptor data from magnetic strips or 2D barcodes located on Florida driver licenses. The descriptor data is used to auto-populate the applicable fields in the required format on the Descriptor Entry screen of the FDLE Applicant profile on the Tenprint Capture Device. The operator can correct any discrepancies, while conforming to the format required for submission.

Our barcode scanner provides fast and efficient reading. The scanner is a handheld, lightweight, USB-connected, plug-and-play device designed for constant, rigorous use to capture and decode data quickly. It comes with a desktop storage cradle. The reader can be used in the traditional handheld manner or while sitting in the cradle, and features ColorFusion technology and a custom sensor optimized for barcode scanning.

Our scanner is designed to read 1D, 2D, and PDF barcodes, including American Association of Motor Vehicle Administrators (AAMVA) card standard barcodes, as well as Optical Character Recognition (OCR) symbols. The adjustable stand makes it easy and convenient to scan whatever is needed.

This device finds and reads barcodes at greater angles while moving at greater speeds than other barcode scanners. Users do not waste time angling documents to get the scanner to read barcodes—it is instantaneous. In jurisdictions where we have deployed this device, it has proven to be a durable, reliable, and low-risk workhorse.

- 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.

Respondent Response:



The ability to perform automatic calibrations is being developed and will support programmed intervals and calibration result logs. The system supports manual calibration. At pre-programmed intervals, the system reminds the users to calibrate the scanners. The LiveScan application logs when the scanner starts calibration and the pass/fail results of calibration.

The calibration elements include equalization and focus. The calibration process is based on the generation of the equalization reference image that is unique for each individual scanner. The equalization is a mapping process that makes the background appear white and areas that contact the scanning surface appear dark for each scanner. The calibration process also focuses on any unique optical characteristics of an individual scanning device such as scanning surface and illumination.

The age and use of the scanner may alter the optical characteristics, and the calibration process compensates for such alterations to produce the highest-quality images possible.

- aa. The system must have remote diagnostic capability.

Respondent Response:



IDEMIA USA uses remote diagnostics to resolve reported problems. A Support Analyst contacts the designated Department System Administrator by telephone and connects to the System computer directly via VPN access. Problem evaluation and resolution begin immediately. Our devices are also configured with remote support tools, such as BOMGAR.

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

Respondent Response:



The tenprint devices have pop-up with drop-down menus that help streamline operator interaction (see **Figure 11**).

Start Confidential Information

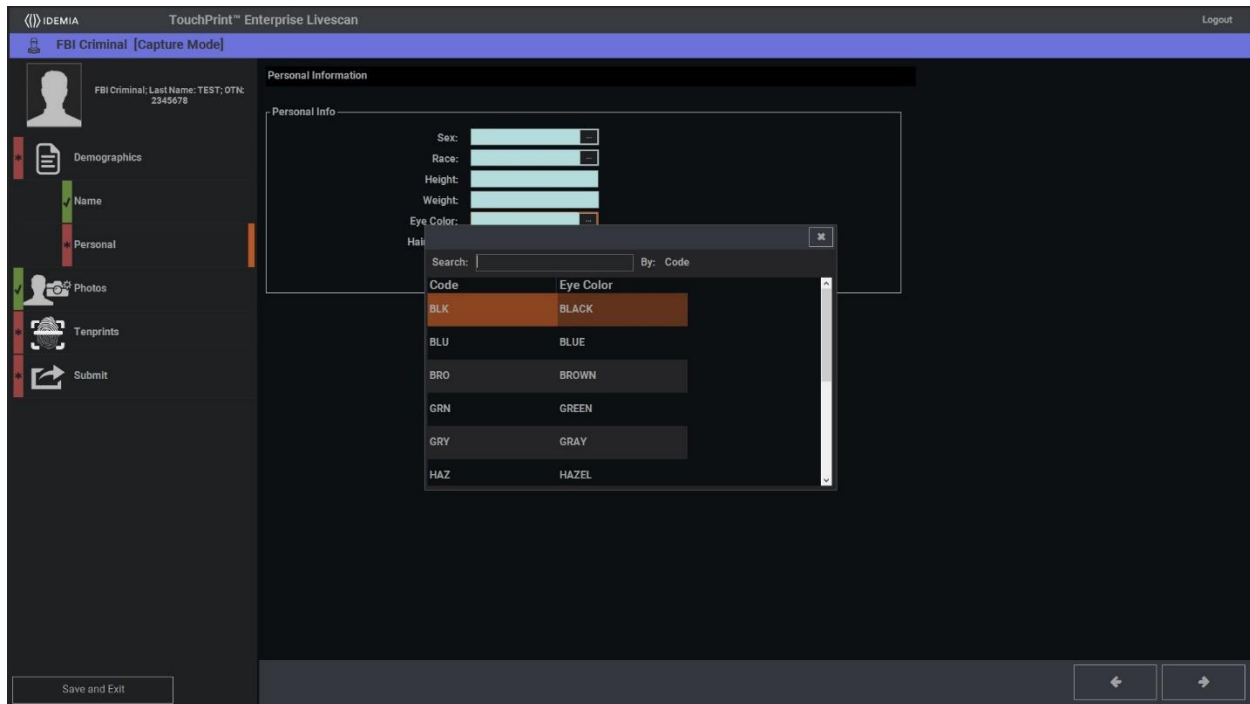


Figure 11: Example of TPE pop-up menu with drop-down.

End Confidential Information

- 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)

Respondent Response:



Our LiveScan solution is built to allow easy customization, faster acquisition enrollment processing, along with significant improvements to the user experience. The system is configured to ensure pre-validation edit checks on all data elements, ensuring conformance with the State Identification Bureau ICD. This includes invalid characters (alpha vs. numeric) and field length.

- 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.

Respondent Response:



The IDEMIA USA system has a flat file based table-driven administrative interface that enables users to change field validations, such as a table of valid country codes. The system is easy to configure and is set up based on FDLE's needs.

- 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.

Respondent Response:



The system administrator has the ability to generate reports for a specified date range. In general, the reports provide the agency name, report name, report headings (for username, case, status, started at, and duration), report data, case information, and report information.

Pre-defined reports are set up in accordance with Department specifications at contract award. We provide documentation for the system’s report capabilities.

The LiveScans include the following six standard reports:

- Operator Report Image Quality Metrics
- Operator Report Transaction Throughput Metrics
- Operator Report Transaction Time Metrics
- Workstation Report Image Quality Metrics
- Workstation Report Transaction Throughput Metrics
- Workstation Report Transaction Time Metrics

We can configure additional reports as required to meet this requirement.

2.1.3 Usability

Respondent Response:

IDEMIA USA’s proposed equipment and software comply with all the requirements listed below.

- 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.

Respondent Response:



Our LiveScan solution is designed for ease of use, with various options for capturing fingerprint images, including a button on the scanner, the user interface capture button which can be clicked on our touch screen monitors, or via a foot pedal on our Ruggedized LiveScans. Our solution even provides an auto-capture capability, through which the system enables a “pass” result once valid prints are captured, triggering the next capture screen automatically.

Our Ruggedized LiveScans have a pair of foot pedals (**Figure 12**) on each side of the cabinet to accommodate both right-handed and left-handed operators. Either pedal can be used for capturing prints and advancing the workflow. To reduce office safety concerns, placement and orientation of the foot pedals have been optimized based on feedback from officers in criminal booking environments. Alternatively, the operator may use a mouse or the touchscreen monitor.



Figure 12: Fixed-Height Cabinet's Pedal Switch for Capturing Prints.

The pair of foot pedals, one on each side of the cabinet, accommodates both right-handed and left-handed operators.

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

Respondent Response:



The ruggedized Tenprint Capture Device optical scanners have a sealed platen that can be used in demanding environmental conditions that are dusty, wet, hot, or humid. The scanners are also shock resistant. The proposed scanner operates in the following environments:

- Ambient temperature: 40°–104° F (5°–40° C)
- Relative humidity: 20–90% non-condensing
- Altitude: 0–7500 ft (2460 m) AMSL

The scanner is housed in a closed cabinet that protects the scanner.

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

Respondent Response:



The IDEMIA USA Desktop Device uses the TP5300 scanner, which is placed on a desktop and is also 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.

Respondent Response:



The Tenprint Capture Device precision scanning platens are waterproof to protect them from various fluids and for ease of cleaning between scans, if needed. IDEMIA USA does not use coated prisms. The proposed scanners have a Mean-Time-Between-Failure of 40,000–50,000 hours.

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.

Respondent Response:

IDEMIA USA's LiveScan devices support all the Criminal and Applicant workflows listed below:

- Criminal Arrest (Booking)
- Registrant
- Department of Corrections Custody
- Identification Only
- Quick ID
- Deceased Known, Deceased Unknown, Identification Only FBI, Add-On Charge (future functionality)
- Criminal Justice Applicant
- Non-Criminal Justice Applicant

In the following subsections, we provide complete Template Options for each required workflow. Each option is available for section 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:

Respondent Response:

Our Criminal Arrest (Booking) workflow complies with the BIS ICD and all workflow requirements detailed below.

- a. Assign TCN & OBTS number.

Respondent Response:



At the start of each booking, the LiveScan auto-generates a unique Transaction Control Number (TCN) and a unique Offender Based Tracking System (OBTS) Number using the OBTS Check Digit Algorithm per FDLE's requirements.

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

Respondent Response:



Our LiveScan systems capture full tenprint fingerprint impressions that include rolled, plain/slaps, and palm prints. Capturing rolled, plain/slaps, and palm prints is guided by icons (**Figure 13**) and is immediately followed by feedback if the quality is not sufficient. As each mandatory step is completed, the color of the step bar on the left side of the screen changes from red to green. Descriptors, fingerprints, palm prints, and mugshot images are mandatory for all Criminal transaction submissions.

Start Confidential Information

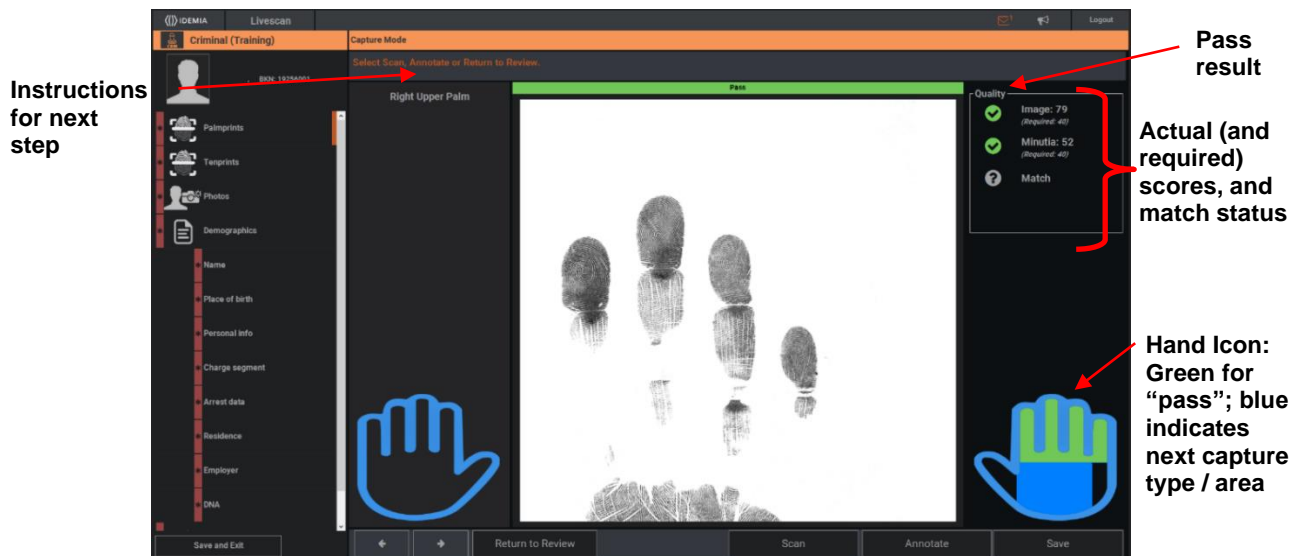


Figure 13: Sample Fingerprint Screen. *Fingerprint and palm print capture is immediately followed by feedback if the quality is not sufficient.*

End Confidential Information

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

Respondent Response:



IDEMIA USA's LiveScan solutions feature a digital photo/mugshot capture camera for capturing a digital photograph of the suspect's face (**Figure 14**). The proposed LiveScans include a Canon EOS Rebel T7 digital single-lens reflex (DSLR) camera with a pole mount that is adjustable. A multidirectional camera provides full-featured photo capture capability; the captured photos may be printed on an available local or remote printer.

Our LiveScan solution's DSLR camera captures the following mugshot images: full face frontal, left profile, right profile, and optional angled pose mugshots (**Figure 14**), as well as SMT (**Figure 15**) with both the Type-1 and Type-2 solution. Unlike some web cameras, our camera takes pictures of sufficient quality for facial recognition matching systems. Our LiveScan system software validates the quality of the mugshot and prompts the user to edit or re-take the image if it does not meet the required threshold.

Start Confidential Information

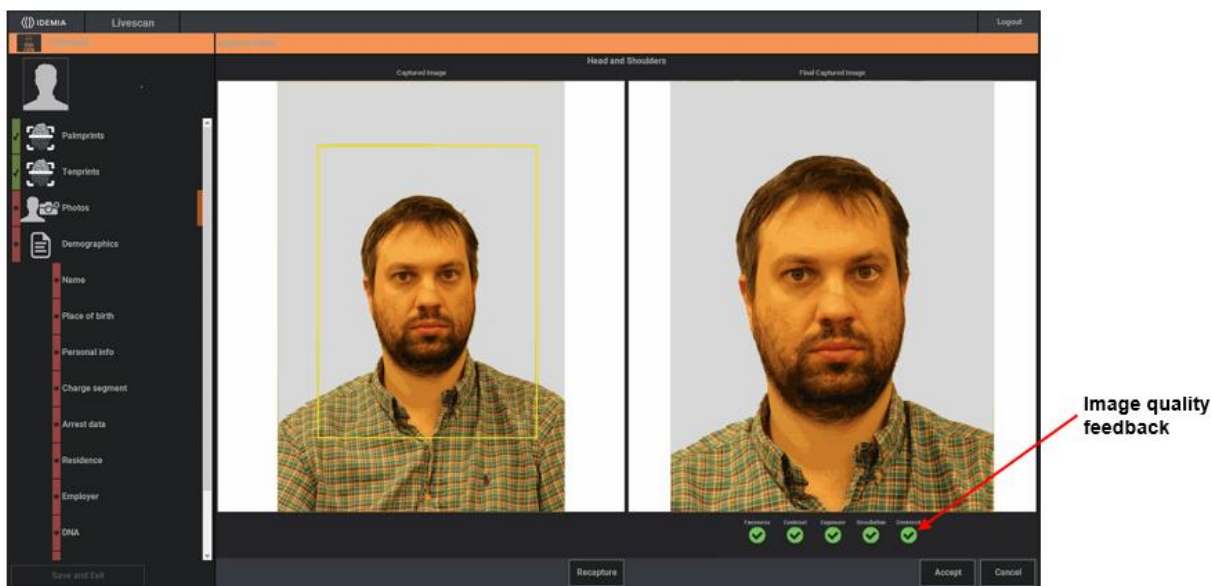


Figure 14: Sample Mugshot Capture Screen. *Mugshot capture is immediately followed by feedback if the quality is not sufficient.*

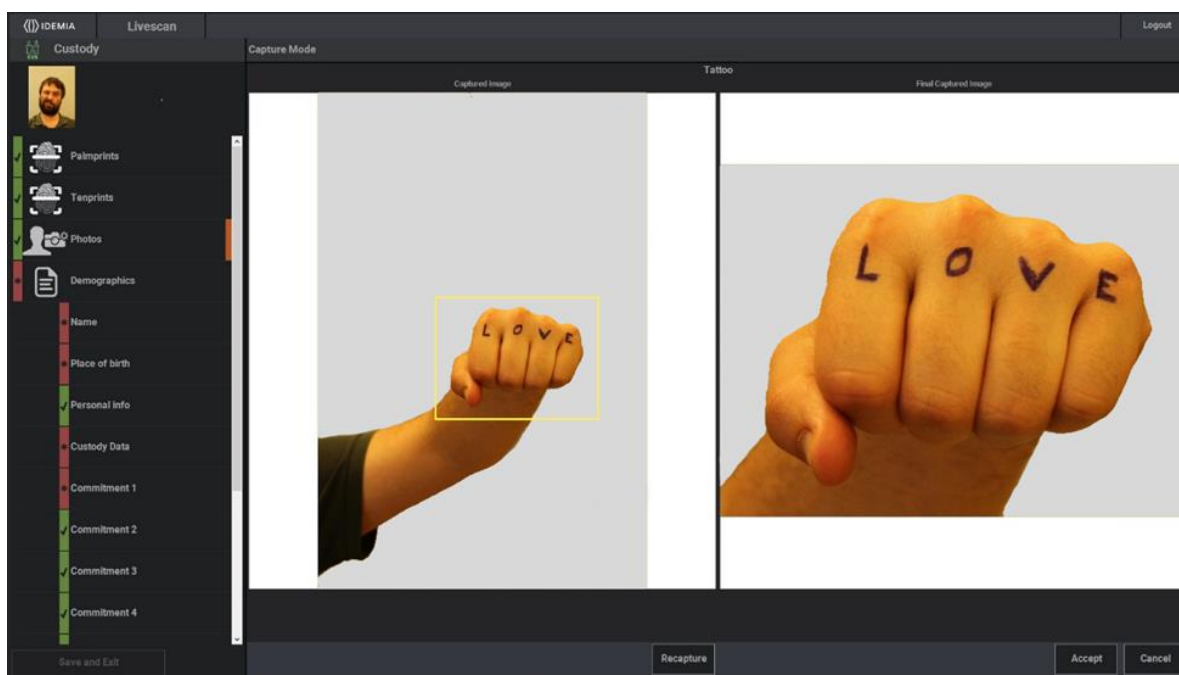


Figure 15: Sample Tattoo Capture Screen.

End Confidential Information

- 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.

Respondent Response:



After our LiveScan solution auto-generates the OBTS number, the user-intuitive workflow continues to the next step, which is an entry screen (**Figure 16**) for entering demographics, charge information, and additional required fields needed to complete a registration transaction, per FDLE's requirements. The user can do the following:

- Type the data for fields requiring unique data, such as a name.
- Use a pull-down list for standard values and instance gender. For long lists, the user can start typing, and then select from displayed values that include the specified characters. For example, by typing *kem in the Agency Name field, choices for Kemp, Kemp City, and Okemah will be displayed, and the user selects the appropriate one.
- Choose a date from a pop-up calendar.

Some fields, such as the OTN and the Booking Number, are auto generated.

Start Confidential Information

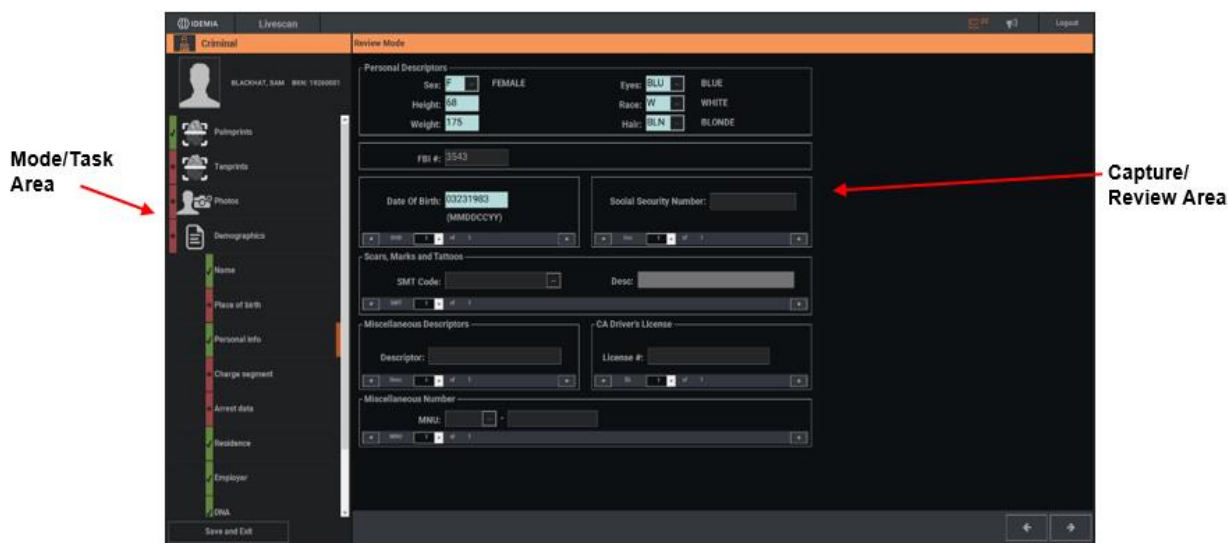


Figure 16: Sample Descriptor Entry Screen. As descriptor fields are correctly completed, the red X will turn to a green checkmark.

End Confidential Information

As fields are completed, they are validated against FDLE and NIST requirements to ensure the values are valid. For example, an error message is displayed if the First Name value entered included a non-alphanumeric character, such as a percentage symbol. If the entry is valid, the red X in front of the field changes to a green checkmark, and the system moves the cursor to the next mandatory field. After all fields are completed, the user clicks the Next button in the lower-right corner, which launches the next step of the workflow.

- 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.

Respondent Response:



Our LiveScan entry screen mandates completion of all required fields and applies thorough validations to ensure data accuracy and compliance. Should any required field be left incomplete or fail to meet certain data edit criteria, our system promptly alerts the user, preventing submission of the transaction until all necessary information is provided and validated.

- 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).

Respondent Response:



This is a new requirement for Florida LiveScans. As a result, we are developing and will fully comply with the Application Programming Interface (API) to exchange information with a Records Management System and/or Jail Management System using 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.

Respondent Response:



After all the required data has been captured and validated, the user transmits the transaction to the FDLE BIS using the appropriate TOT as defined in the BIS ICD. The LiveScan workflow is configured to automatically transmit fingerprints, palm prints, mug shots, demographics, and charge information when the user clicks the Submit button. An

example of a submission screen is shown in **Figure 17**.

Start Confidential Information

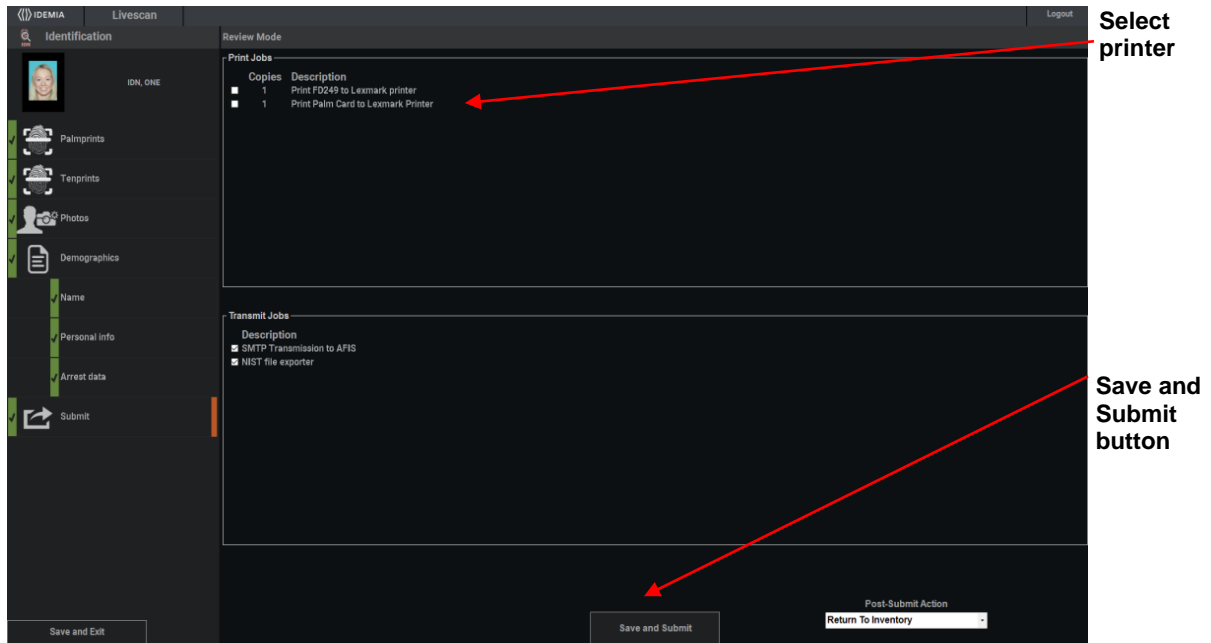


Figure 17: Sample Submission Screen.

End Confidential Information

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

Respondent Response:



Our LiveScan solutions receive and process responses as defined in the BIS ICD. The following data format and transfer protocol is followed:

- The interface exchanges transactions in NIST format via Simple Mail Transfer Protocol (SMTP) with Transport Layer Security (TLS) and Post Office Protocol 3 (POP3) for responses.

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:

Respondent Response:

Our Registrant workflow complies with the BIS ICD and all workflow requirements detailed below.

- a. Assign TCN & OBTS number.

Respondent Response:



At the start of each booking, our LiveScan auto-generates a unique TCN and a unique OBTS Number using the OBTS Check Digit Algorithm per FDLE's requirements.

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

Respondent Response:



Our LiveScan systems capture full tenprint fingerprint impressions that include rolled, plain/slaps, and palm prints. Capturing rolled, plain/slaps, and palm prints is guided by icons (**Figure 18**) and is immediately followed by feedback if the quality is not sufficient. As each mandatory step is completed, the color of the step bar on the left side of the screen changes from red to green. Descriptors, fingerprints, palm prints, and mugshot images are mandatory for all Registrant transaction submissions.

Start Confidential Information

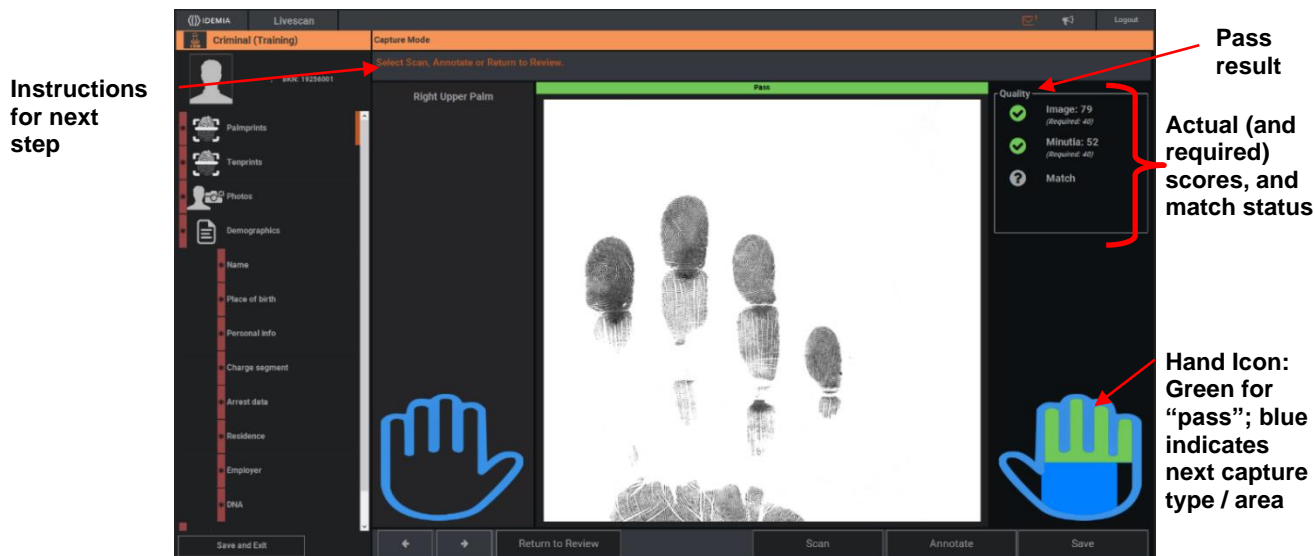


Figure 18: Sample Fingerprint Screen. *Rolled, plain/slaps, and palm print capture is immediately followed by feedback if the quality is not sufficient.*

End Confidential Information

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

Respondent Response:



IDEMIA USA's LiveScan solutions feature a digital photo/mugshot capture camera for capturing a digital photograph of the suspect's face (**Figure 19**). The proposed LiveScans include a Canon EOS Rebel T7 DSLR camera with a pole mount that is adjustable. A multidirectional camera provides full-featured photo capture capability; the captured photos may be printed on an available local or remote printer.

Our LiveScan solution's DSLR camera captures the following mugshot images: full face frontal, left profile, right profile, and optional angled pose mugshots (**Figure 19**), as well as SMT (**Figure 20**) with both the Type-1 and Type-2 solution. Unlike some web cameras, our camera takes pictures of sufficient quality for facial recognition matching systems. Our LiveScan system software validates the quality of the mugshot and prompts the user to edit or re-take the image if it does not meet the required threshold.

Start Confidential Information

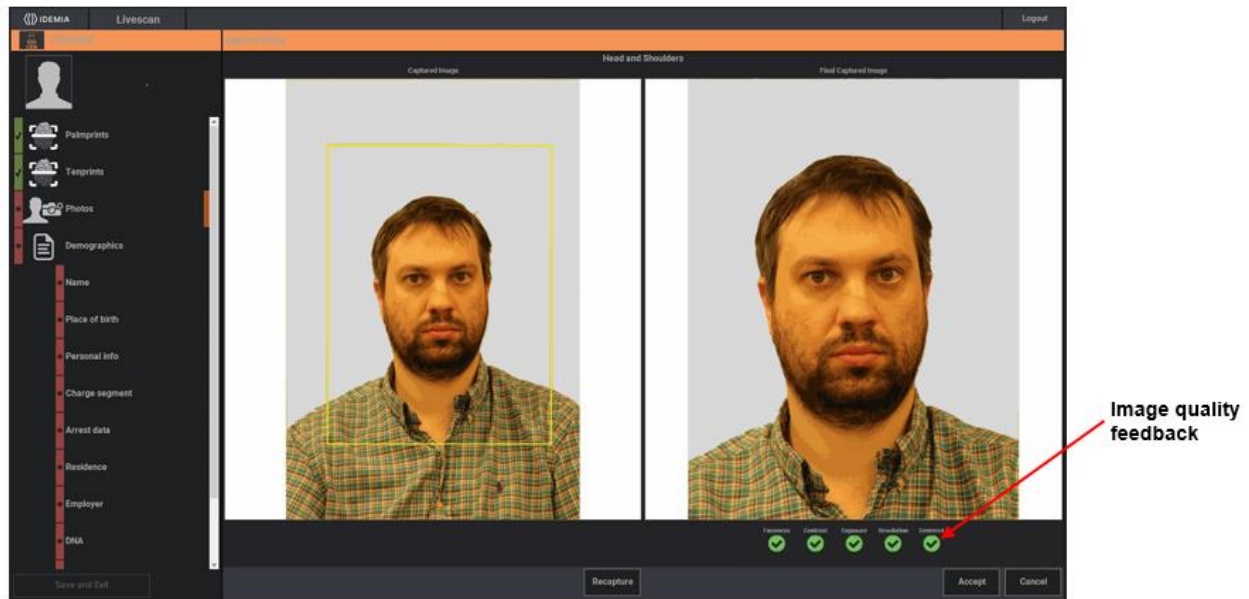


Figure 19: Sample Mugshot Capture Screen. *Mugshot capture is immediately followed by feedback if the quality is not sufficient.*

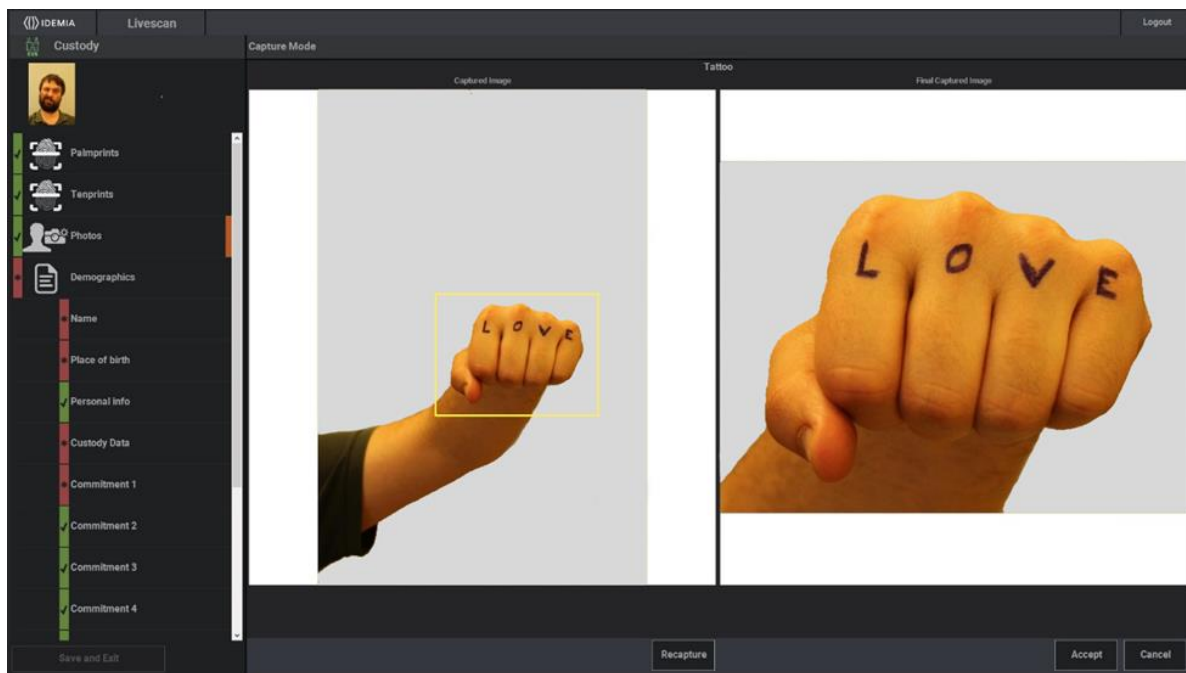


Figure 20: Sample Tattoo Capture Screen.

End Confidential Information

- 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.

Respondent Response:



After our LiveScan solution auto-generates the OBTS number, the user-intuitive workflow continues to the next step, which is an entry screen (**Figure 21**) for entering demographics, charge information, and additional required fields needed to complete a registration transaction. The user can do the following:

- Type the data for fields requiring unique data, such as a name.
- Use a pull-down list for standard values and instance gender. For long lists, the user can start typing, and then select from displayed values that include the specified characters. For example, by typing *kem in the Agency Name field, choices for Kemp, Kemp City, and Okemah will be displayed, and the user selects the appropriate one.
- Choose a date from a pop-up calendar.

Some fields, such as the OBTS and the Booking Number, are auto generated.

Start Confidential Information

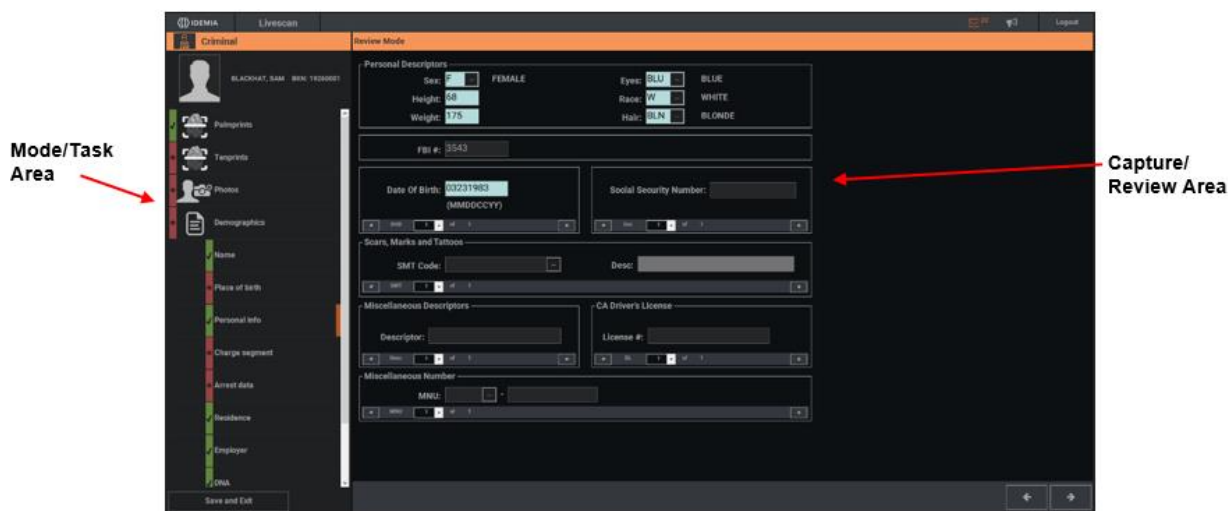


Figure 21: Sample Descriptor Entry Screen. As descriptor fields are correctly completed, the red X turns to a green checkmark.

End Confidential Information

As fields are completed, they are validated against FDLE and NIST requirements to ensure the values are valid. For example, an error message is displayed if the First Name value entered included a non-alphanumeric character, such as a percentage symbol. If the entry is valid, the red X in front of the field changes to a green checkmark, and the system moves the cursor to the next mandatory field. After all fields are completed, the user clicks the Next button in the lower-right corner, which launches the next step of the workflow.

- 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.

Respondent Response:



Our LiveScan entry screen mandates completion of all required fields and applies through validations to ensure data accuracy and compliance. Should any required field be left incomplete or fail to meet certain data edit criteria, our system promptly alerts the user, preventing submission of the transaction until all necessary information is provided and validated.

- 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).

Respondent Response:



This is a new requirement for Florida LiveScans. As a result, we are developing and will fully comply with the API to exchange information with an external system conforming 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.

Respondent Response:



After all the required data has been captured and validated, the user transmits the transaction to the FDLE BIS using the appropriate TOT as defined in the BIS ICD. The LiveScan workflow is configured to automatically transmit fingerprints, palm prints, mug shots, demographics, and charge information when the user clicks the Submit button. An

example of a submission screen is shown in **Figure 22**.

Start Confidential Information

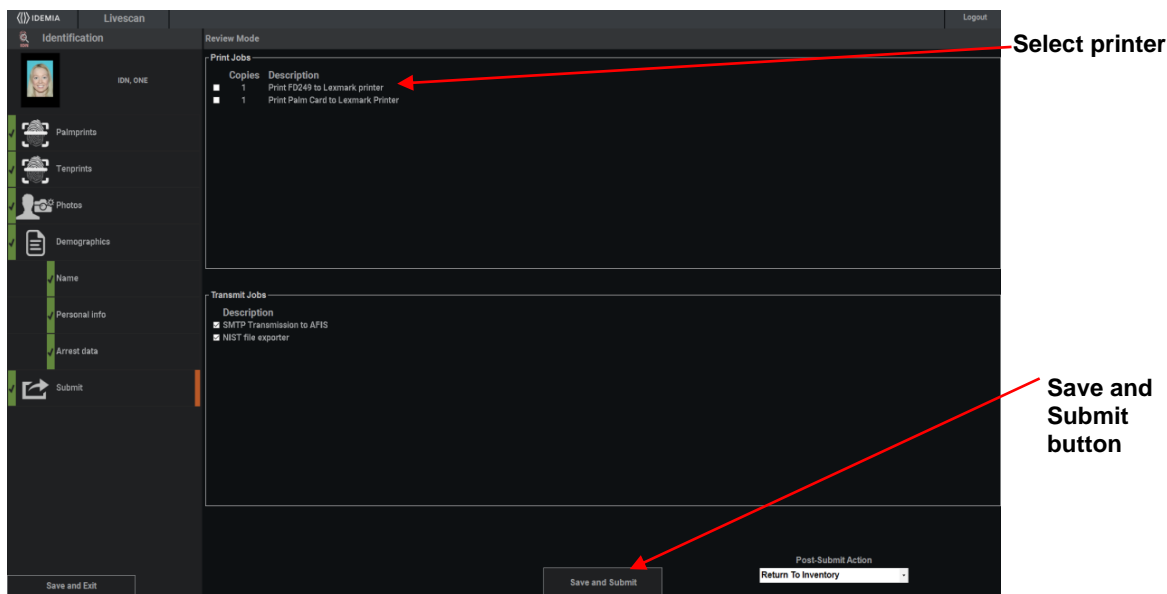


Figure 22: Sample Submission Screen.

End Confidential Information

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

Respondent Response:



Our LiveScan solutions receive and process responses as defined in the BIS ICD. The following data format and transfer protocol is followed:

- The interface exchanges transactions in NIST format via Simple Mail Transfer Protocol (SMTP) with Transport Layer Security (TLS) and Post Office Protocol 3 (POP3) for responses.

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:

Respondent Response:

Our Department of Corrections Custody workflow complies with the BIS ICD and all workflow requirements detailed below.

- a. Assign TCN & OBTS number.

Respondent Response:



At the start of each booking, the LiveScan auto-generates a unique TCN and a unique OBTS Number using the OBTS Check Digit Algorithm per FDLE's requirements.

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

Respondent Response:



Our LiveScan systems capture full tenprint fingerprint impressions that include rolled, plain/slaps, and palm prints. Capturing rolled, plain/slaps, and palm prints is guided by icons (**Figure 23**Figure 7) and is immediately followed by feedback if the quality is not sufficient. As each mandatory step is completed, the color of the step bar on the left side of the screen changes from red to green. Descriptors, fingerprints, palm prints, and mugshot images are mandatory for all Criminal transaction submissions.

Start Confidential Information

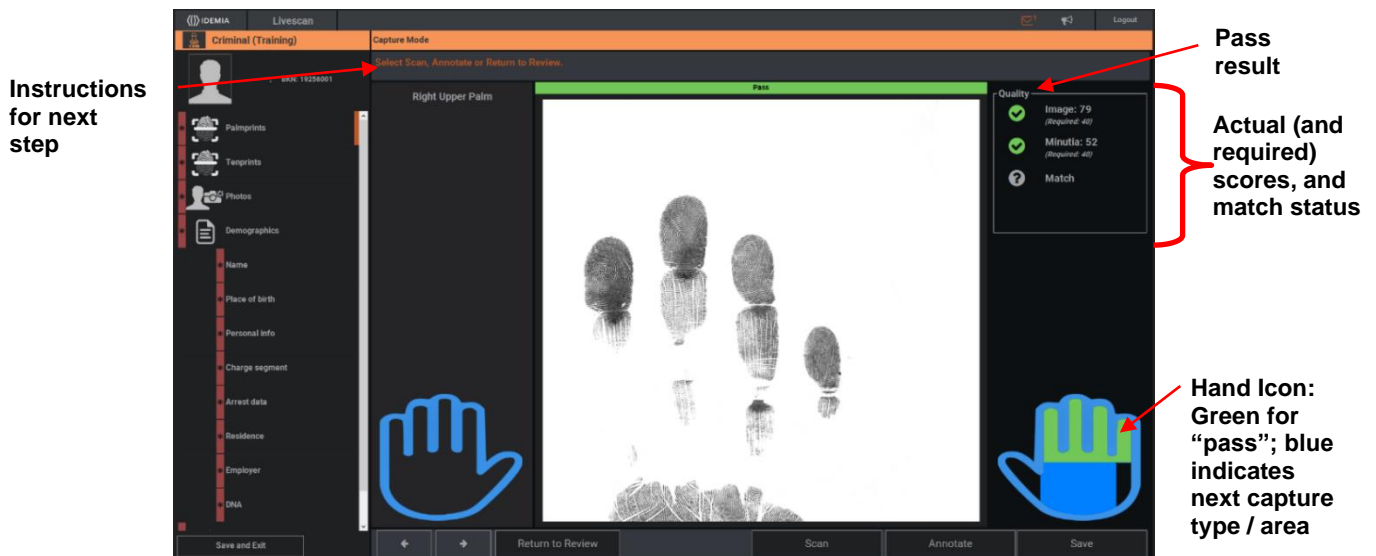


Figure 23: Sample Fingerprint Screen. Rolled, plain/slaps, and palm print capture is immediately followed by feedback if the quality is not sufficient.

End Confidential Information

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

Respondent Response:



IDEMIA USA's LiveScan solutions feature a digital photo mugshot capture camera for capturing a digital photograph of the suspect's face (**Figure 24**). The proposed LiveScans include a Canon EOS Rebel T7 DSLR camera with a pole mount that is adjustable. A multidirectional camera provides full-featured photo capture capability; the captured photos may be printed on an available local or remote printer.

Our LiveScan solution's DSLR camera captures the following mugshot images: full face frontal, left profile, right profile, and optional angled pose mugshots (**Figure 24**), as well as SMT (**Figure 25**) with both the Type-1 and Type-2 solution. Unlike some web cameras, our camera takes pictures of sufficient quality for facial recognition matching systems. Our LiveScan system software validates the quality of the mugshot and prompts the user to edit or re-take the image if it does not meet the required threshold.

Start Confidential Information

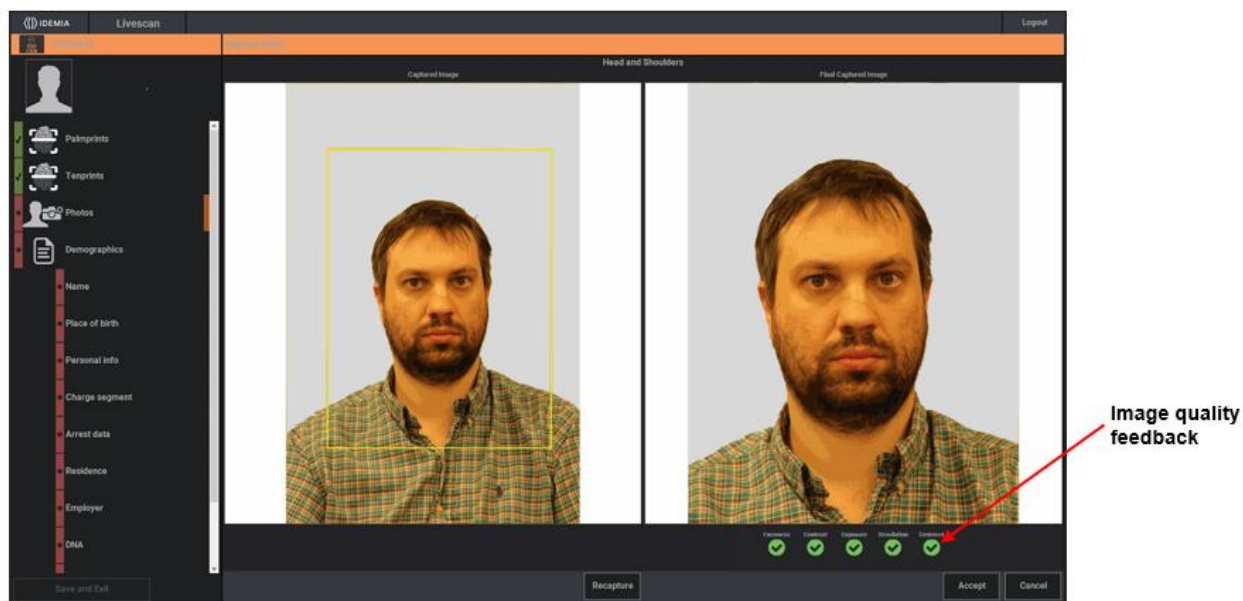


Figure 24: Sample Mugshot Capture Screen. *Mugshot capture is immediately followed by feedback if the quality is not sufficient.*

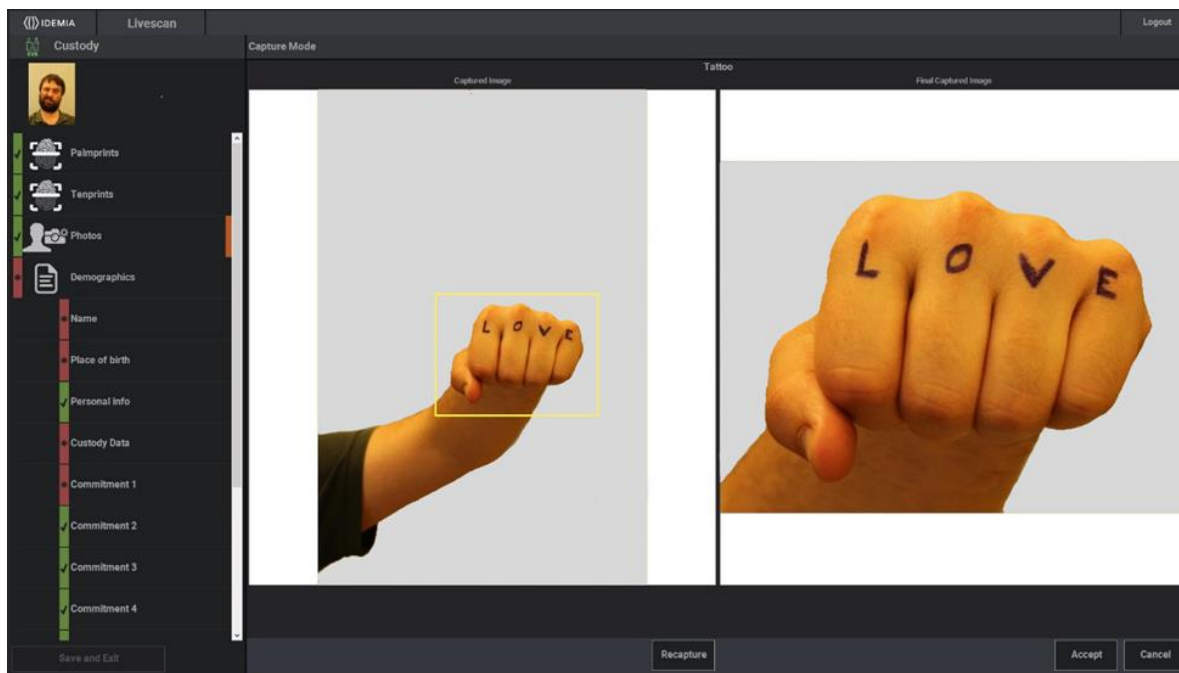


Figure 25: Sample Tattoo Capture Screen.

End Confidential Information

- 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.

Respondent Response:



After our LiveScan solution auto-generates the OBTS number, the user-intuitive workflow continues to the next step, which is an entry screen (**Figure 26**) for entering demographics, charge information, and additional required fields needed to complete a registration transaction, per FDLE's requirements. The user can do the following:

- Type the data for fields requiring unique data, such as a name.
- Use a pull-down list for standard values and instance gender. For long lists, the user can start typing, and then select from displayed values that include the specified characters. For example, by typing *kem in the Agency Name field, choices for Kemp, Kemp City, and Okemah will be displayed, and the user selects the appropriate one.
- Choose a date from a pop-up calendar.

Some fields, such as the OBTS and the Booking Number, are auto generated.

Start Confidential Information

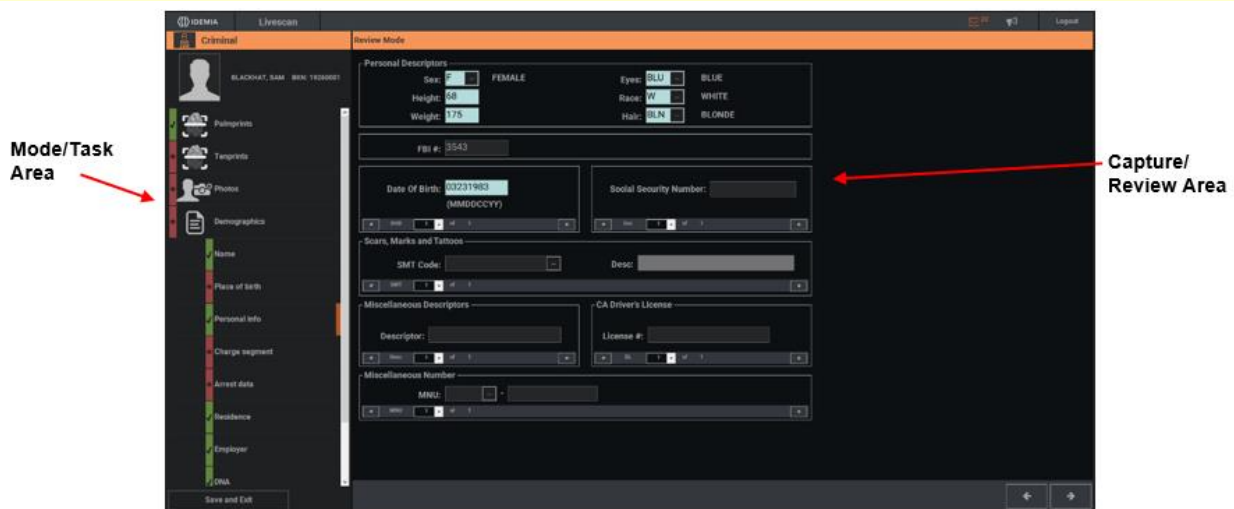


Figure 26: Sample Descriptor Entry Screen. As descriptor fields are correctly completed, the red X will turn to a green checkmark.

End Confidential Information

As fields are completed, they are validated against FDLE and NIST requirements to ensure the values are valid. For example, an error message is displayed if the First Name value entered included a non-alphanumeric character, such as a percentage symbol. If the entry is valid, the red X in front of the field changes to a green checkmark, and the system moves the cursor to the next mandatory field. After all fields are completed, the user clicks the Next button in the lower-right corner, which launches the next step of the workflow.

- 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.

Respondent Response:



Our LiveScan entry screen mandates completion of all required fields and applies thorough validations to ensure data accuracy and compliance. Should any required field be left incomplete or fail to meet certain data edit criteria, our system promptly alerts the user, preventing submission of the transaction until all necessary information is provided and validated.

- 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).

Respondent Response:



This is a new requirement for Florida LiveScans. As a result, we are developing and will fully comply with the API to exchange information with a Records Management System and/or Jail Management System using the NIEM version of the 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.

Respondent Response:



After all the required data has been captured and validated, the user transmits the transaction to the FDLE BIS using the appropriate TOT as defined in the BIS ICD. The LiveScan workflow is configured to automatically transmit fingerprints, palm prints, mug shots, demographics, and charge information when the user clicks the Submit button. An

example of a submission screen is shown in **Figure 27**.

Start Confidential Information

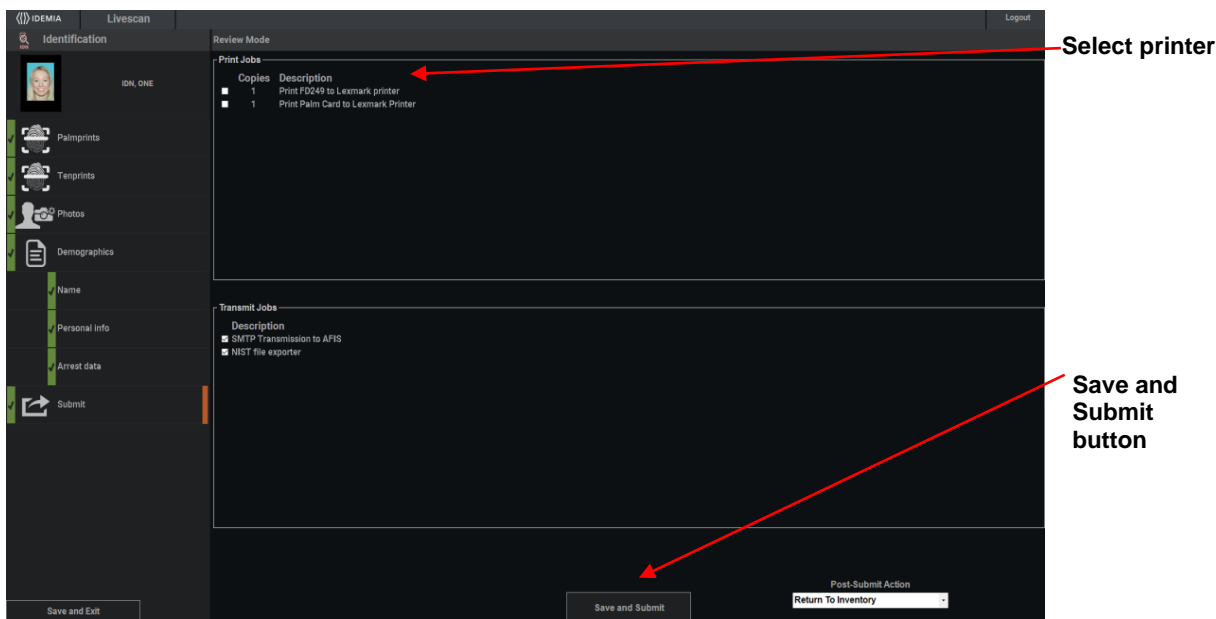


Figure 27: Sample Submission Screen.

End Confidential Information

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

Respondent Response:



Our LiveScan solutions receive and process responses as defined in the BIS ICD. The following data format and transfer protocol is followed:

- The interface exchanges transactions in NIST format via Simple Mail Transfer Protocol (SMTP) with Transport Layer Security (TLS) and Post Office Protocol 3 (POP3) for responses.

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:

Respondent Response:

Our Identification Only workflow complies with the FDLE BIS ICD and all workflow requirements detailed below.

- a. Assign TCN & OBTS number.

Respondent Response:



At the start of each booking, the LiveScan auto-generates a unique TCN and a unique OBTS Number using the OBTS Check Digit Algorithm per FDLE's requirements.

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

Respondent Response:



Our LiveScan systems capture full tenprint fingerprint impressions that include rolled, plain/slaps, and palm prints. Capturing rolled, plain/slaps, and palm prints is guided by icons (**Figure 28**) and is immediately followed by feedback if the quality is not sufficient. As each mandatory step is completed, the color of the step bar on the left side of the screen changes from red to green. Descriptors, fingerprints, palm prints, and mugshot images are mandatory for all Criminal transaction submissions.

Start Confidential Information

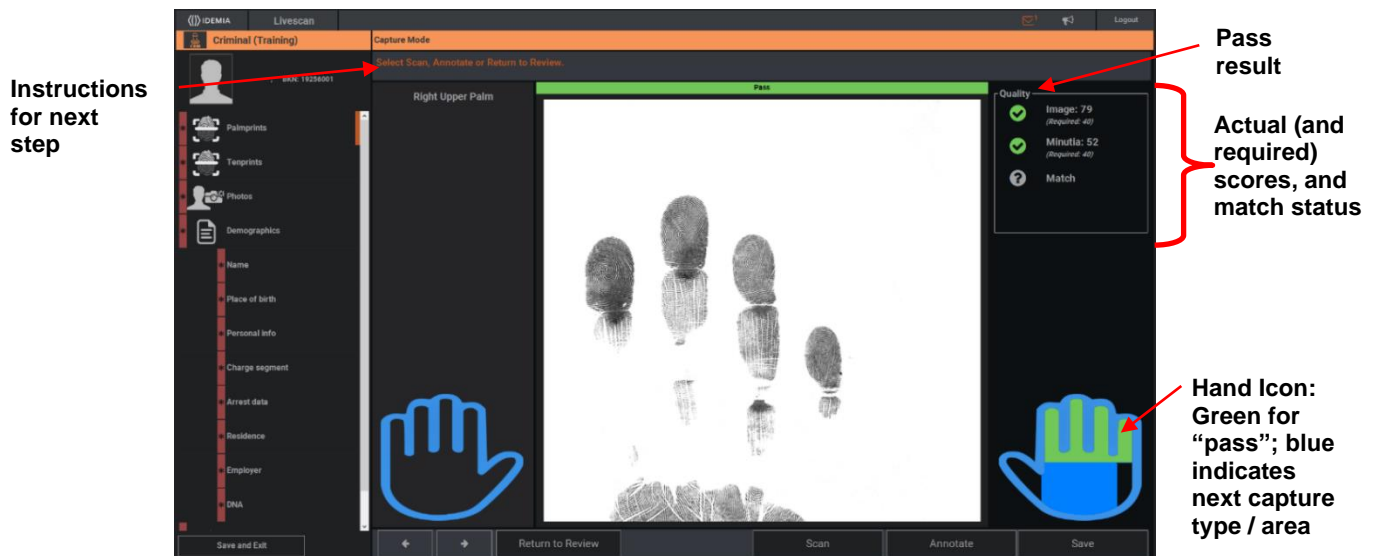


Figure 28: Sample Fingerprint Screen. *Rolled, plain/slaps, and palm print capture is immediately followed by feedback if the quality is not sufficient.*

End Confidential Information

- 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.

Respondent Response:



After our LiveScan solution auto-generates the OBTS number, the user-intuitive workflow continues to the next step, which is an entry screen (**Figure 29**) for entering demographics, charge information, and additional required fields needed to complete a registration transaction, per FDLE's requirements. The user can do the following:

- Type the data for fields requiring unique data, such as a name.
- Use a pull-down list for standard values and instance gender. For long lists, the user can start typing, and then select from displayed values that include the specified characters. For example, by typing *kem in the Agency Name field, choices for Kemp, Kemp City, and Okemah will be displayed, and the user selects the appropriate one.
- Choose a date from a pop-up calendar.

Some fields, such as the OBTS and the Booking Number, are auto generated.

Start Confidential Information

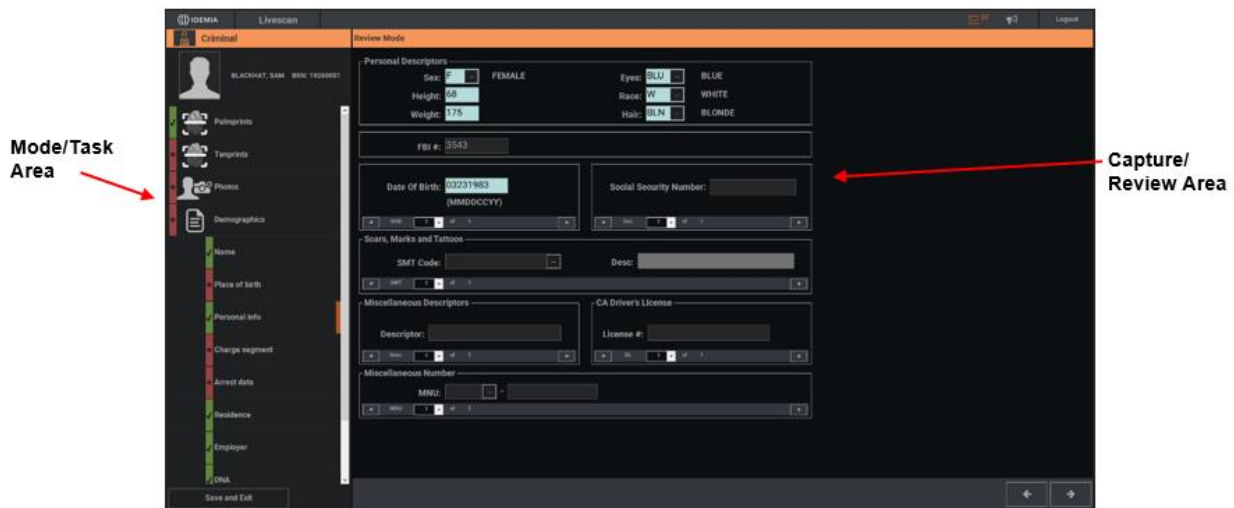


Figure 29: Sample Descriptor Entry Screen. As descriptor fields are correctly completed, the red X will turn to a green checkmark.

End Confidential Information

As fields are completed, they are validated against FDLE and NIST requirements to ensure the values are valid. For example, an error message is displayed if the First Name value entered included a non-alphanumeric character, such as a percentage symbol. If the entry is valid, the red X in front of the field changes to a green checkmark, and the system moves the cursor to the next mandatory field. After all fields are completed, the user clicks the Next button in the lower-right corner, which launches the next step of the workflow.

- 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.

Respondent Response:



Our LiveScan entry screen mandates completion of all required fields and applies thorough validations to ensure data accuracy and compliance. Should any required field be left incomplete or fail to meet certain data edit criteria, our system promptly alerts the user, preventing submission of the transaction until all necessary information is provided and validated.

- 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.

Respondent Response:



After all the required data has been captured and validated, the user transmits the transaction to the FDLE BIS using the appropriate TOT as defined in the BIS ICD. The LiveScan workflow is configured to automatically transmit fingerprints, palm prints, mug shots, demographics, and charge information when the user clicks the Submit button. An example of a submission screen is shown in **Figure 30**.

Start Confidential Information

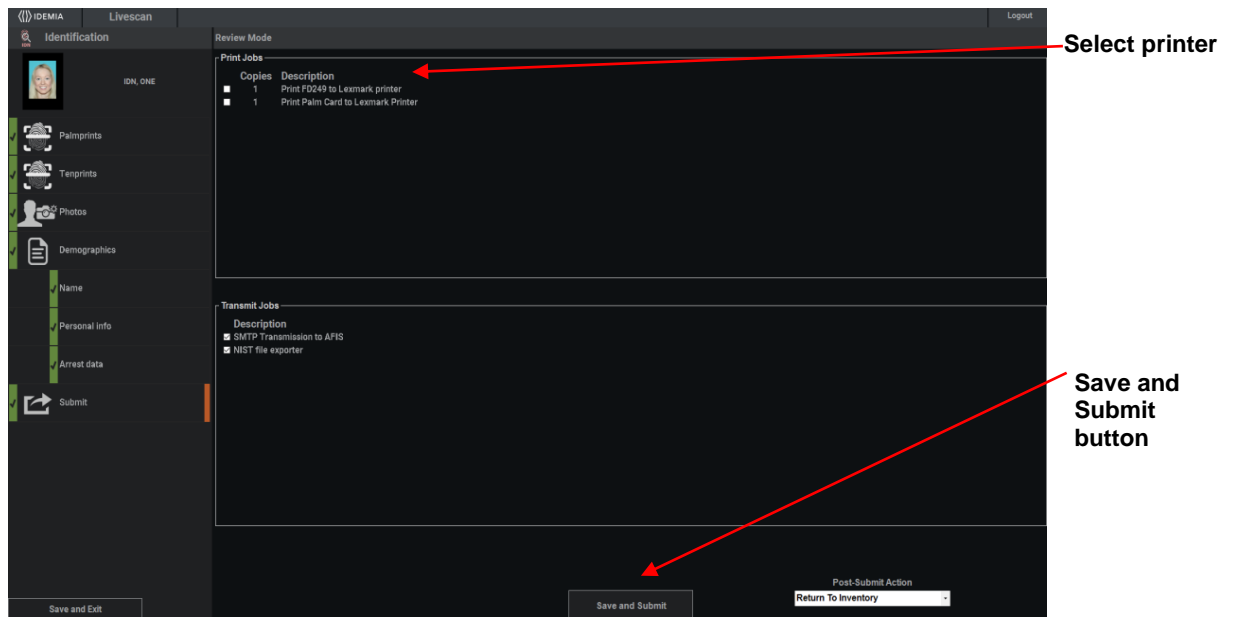


Figure 30: Sample Submission Screen.

End Confidential Information

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

Respondent Response:



Our LiveScan solutions receive and process responses as defined in the BIS ICD. The following data format and transfer protocol is followed:

- The interface exchanges transactions in NIST format via Simple Mail Transfer Protocol (SMTP) with Transport Layer Security (TLS) and Post Office Protocol 3 (POP3) for responses.

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:

Respondent Response:

Our Quick ID workflow complies with the BIS ICD and all workflow requirements detailed below.

- a. Assign TCN & OBTS number.

Respondent Response:



At the start of each booking, the LiveScan auto-generates a unique TCN and a unique OBTS Number using the OBTS Check Digit Algorithm per FDLE's requirements.

- b. Collect fingerprint impressions.

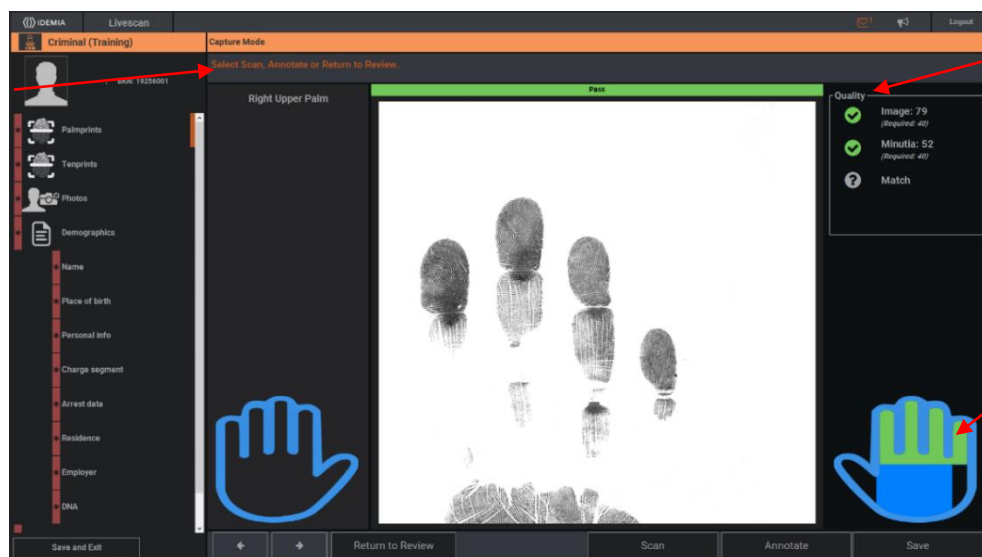
Respondent Response:



Our LiveScan systems capture full tenprint fingerprint. Capturing prints is guided by icons (**Figure 31**) and is immediately followed by feedback if the quality is not sufficient. As each mandatory step is completed, the color of the step bar on the left side of the screen changes from red to green. Descriptors, fingerprints, palm prints, and mugshot images are mandatory for all Criminal transaction submissions.

Start Confidential Information

Instructions
for next
step



Pass
result

Actual (and
required)
scores, and
match status

Hand Icon:
Green for
"pass"; blue
indicates
next capture
type / area

Figure 31: Sample Fingerprint Screen. *Fingerprint and palm print capture is immediately followed by feedback if the quality is not sufficient.*

End Confidential Information

- 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.

Respondent Response:



After our LiveScan solution auto-generates the OBTS number, the user-intuitive workflow continues to the next step, which is an entry screen (**Figure 32**) for entering demographics, charge information, and additional required fields needed to complete a registration transaction, per FDLE's requirements. The user can do the following:

- Type the data for fields requiring unique data, such as a name.
- Use a pull-down list for standard values and instance gender. For long lists, the user can start typing, and then select from displayed values that include the specified characters. For example, by typing *kem in the Agency Name field, choices for Kemp, Kemp City, and Okemah will be displayed, and the user selects the appropriate one.
- Choose a date from a pop-up calendar.

Some fields, such as the OBTS and the Booking Number, are auto generated.

Start Confidential Information

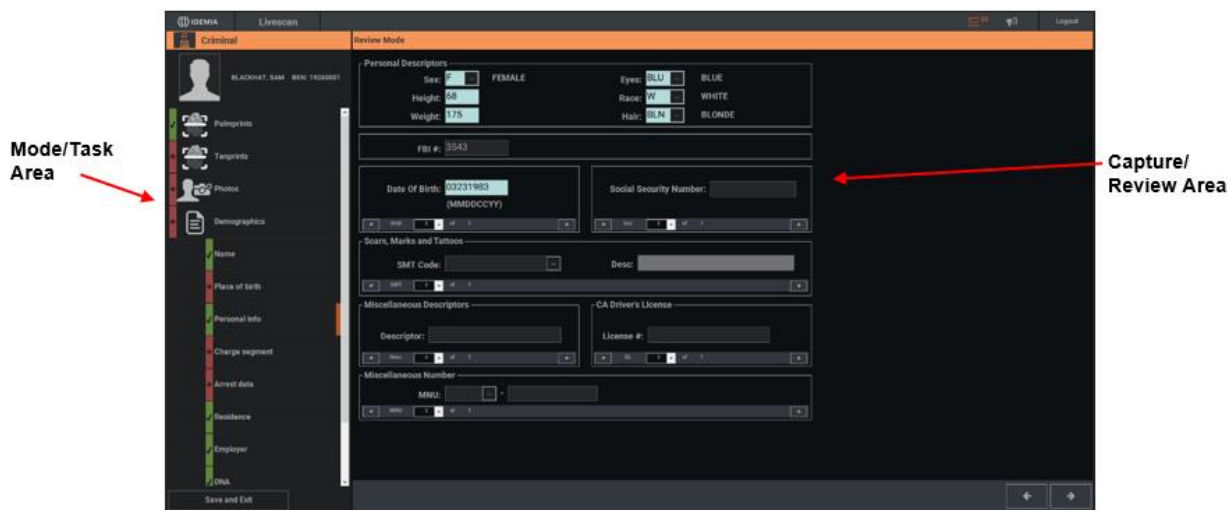


Figure 32: Sample Descriptor Entry Screen. As descriptor fields are correctly completed, the red X will turn to a green checkmark.

End Confidential Information

As fields are completed, they are validated against FDLE and NIST requirements to ensure the values are valid. For example, an error message is displayed if the First Name value entered included a non-alphanumeric character, such as a percentage symbol. If the entry is valid, the red X in front of the field changes to a green checkmark, and the system moves the cursor to the next mandatory field. After all fields are completed, the user clicks the Next button in the lower-right corner, which launches the next step of the workflow.

- 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.

Respondent Response:



Our LiveScan entry screen mandates completion of all required fields and applies thorough validations to ensure data accuracy and compliance. Should any required field be left incomplete or fail to meet certain data edit criteria, our system promptly alerts the user, preventing submission of the transaction until all necessary information is provided and validated.

- 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.

Respondent Response:



After all the required data has been captured and validated, the user transmits the transaction to the FDLE BIS using the appropriate TOT as defined in the BIS ICD. The LiveScan workflow is configured to automatically transmit fingerprints and other data fields when the user clicks the Submit button. An example of a submission screen is shown in **Figure 33**.

Start Confidential Information

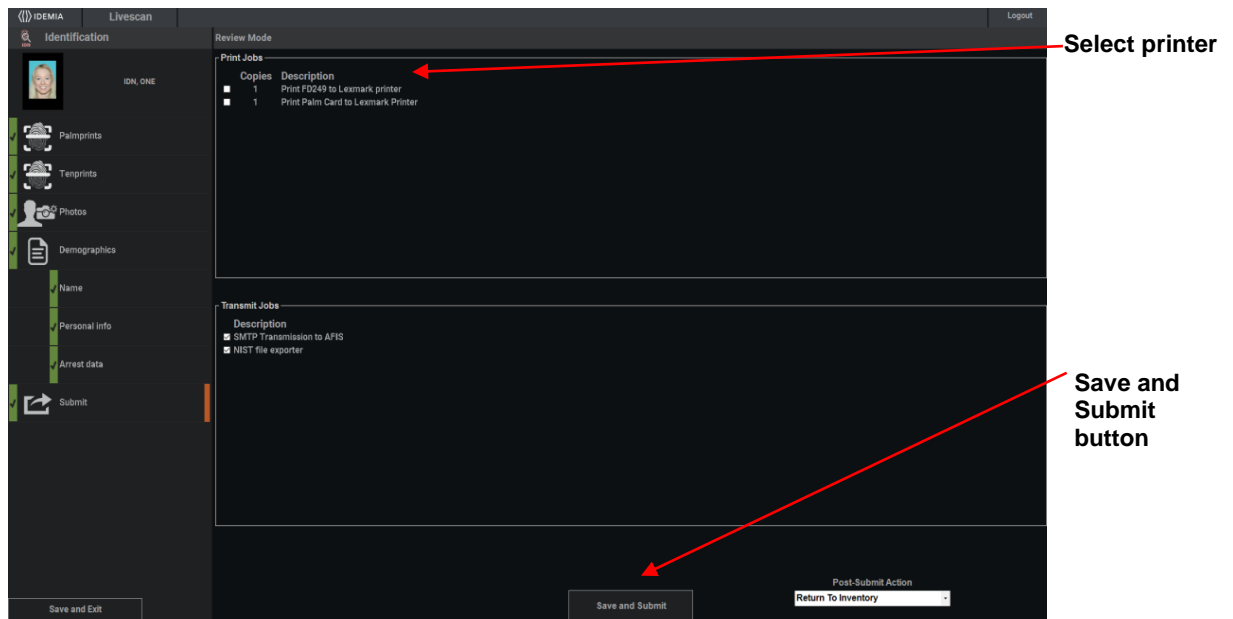


Figure 33: Sample Submission Screen.

End Confidential Information

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

Respondent Response:



Our LiveScan solutions receive and process responses as defined in the BIS ICD. The following data format and transfer protocol is followed:

- The interface exchanges transactions in NIST format via Simple Mail Transfer Protocol (SMTP) with Transport Layer Security (TLS) and Post Office Protocol 3 (POP3) for responses.

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:

Respondent Response:

Our Deceased Known, Deceased Unknown, Identification Only FBI workflows comply with the Criminal LiveScan MBIS ICD, MBIS Requirements Definition Document (RDD), and all workflow requirements detailed below.

- a. Assign TCN & OBTS number.

Respondent Response:



At the start of each booking, the LiveScan auto-generates a unique TCN and a unique OBTS Number using the OBTS Check Digit Algorithm per FDLE's requirements.

- b. Collect fingerprint impressions.

Respondent Response:



Our LiveScan systems capture full tenprint fingerprint impressions. Capturing prints is guided by icons (**Figure 34**) and is immediately followed by feedback if the quality is not sufficient. As each mandatory step is completed, the color of the step bar on the left side of the screen changes from red to green. Descriptors, fingerprints, palm prints, and mugshot images are mandatory for all Criminal transaction submissions.

Start Confidential Information

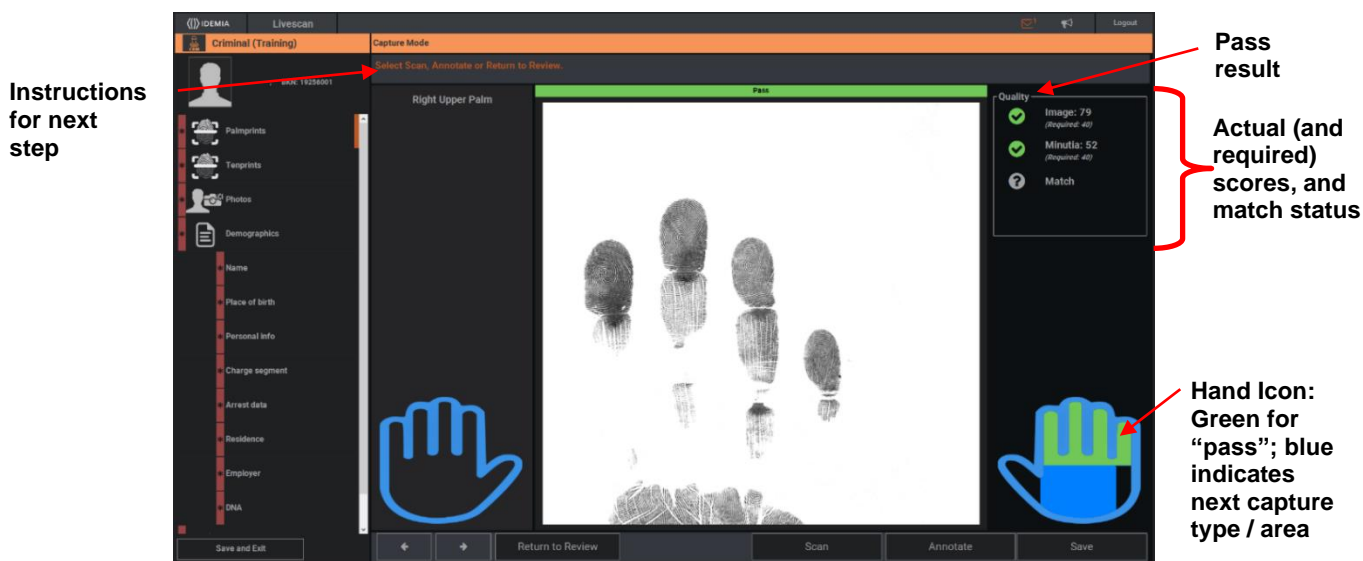


Figure 34: Sample Fingerprint Screen. *Rolled, plain/slaps, and palm print capture is immediately followed by feedback if the quality is not sufficient.*

End Confidential Information

- 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.

Respondent Response:



After our LiveScan solution auto-generates the OBTS number, the user-intuitive workflow continues to the next step, which is an entry screen (**Figure 35**) for entering all required or optional data elements needed to complete a registration transaction, per FDLE's requirements. The user can do the following:

- Type the data for fields requiring unique data, such as a name.
- Use a pull-down list for standard values and instance gender. For long lists, the user can start typing, and then select from displayed values that include the specified characters. For example,

by typing *kem in the Agency Name field, choices for Kemp, Kemp City, and Okemah will be displayed, and the user selects the appropriate one.

- Choose a date from a pop-up calendar.

Some fields, such as the OBTS and the Booking Number, are auto generated.

Start Confidential Information

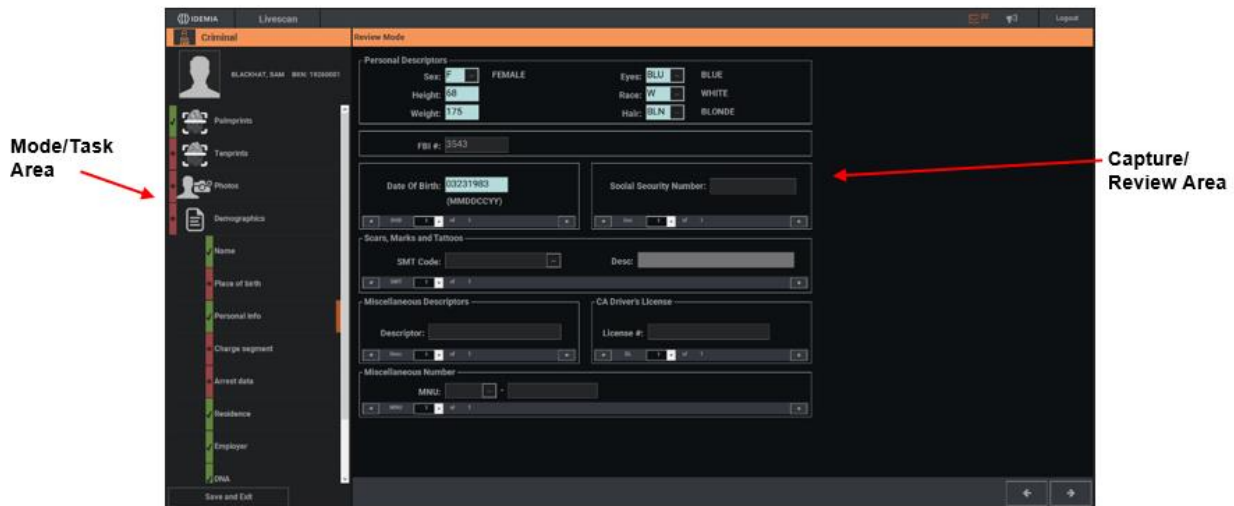


Figure 35: Sample Descriptor Entry Screen. As descriptor fields are correctly completed, the red X will turn to a green checkmark.

End Confidential Information

As fields are completed, they are validated against FDLE and NIST requirements to ensure the values are valid. For example, an error message is displayed if the First Name value entered included a non-alphanumeric character, such as a percentage symbol. If the entry is valid, the red X in front of the field changes to a green checkmark, and the system moves the cursor to the next mandatory field. After all fields are completed, the user clicks the Next button in the lower-right corner, which launches the next step of the workflow.

- 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.

Respondent Response:



Our LiveScan entry screen mandates completion of all required fields and applies thorough validations to ensure data accuracy and compliance. Should any required field be left incomplete or fail to meet certain data edit criteria, our system promptly alerts the user, preventing submission of the transaction until all necessary information is provided and validated.

- 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.

Respondent Response:



After all the required data has been captured and validated, the user transmits the transaction to the FDLE BIS using the appropriate TOT as defined in the MBIS ICD and the MBIS RDD. The LiveScan workflow is configured to automatically transmit fingerprints, palm prints, mug shots, demographics, and charge information when the user clicks the Submit button. An example of a submission screen is shown in **Figure 36**.

Start Confidential Information

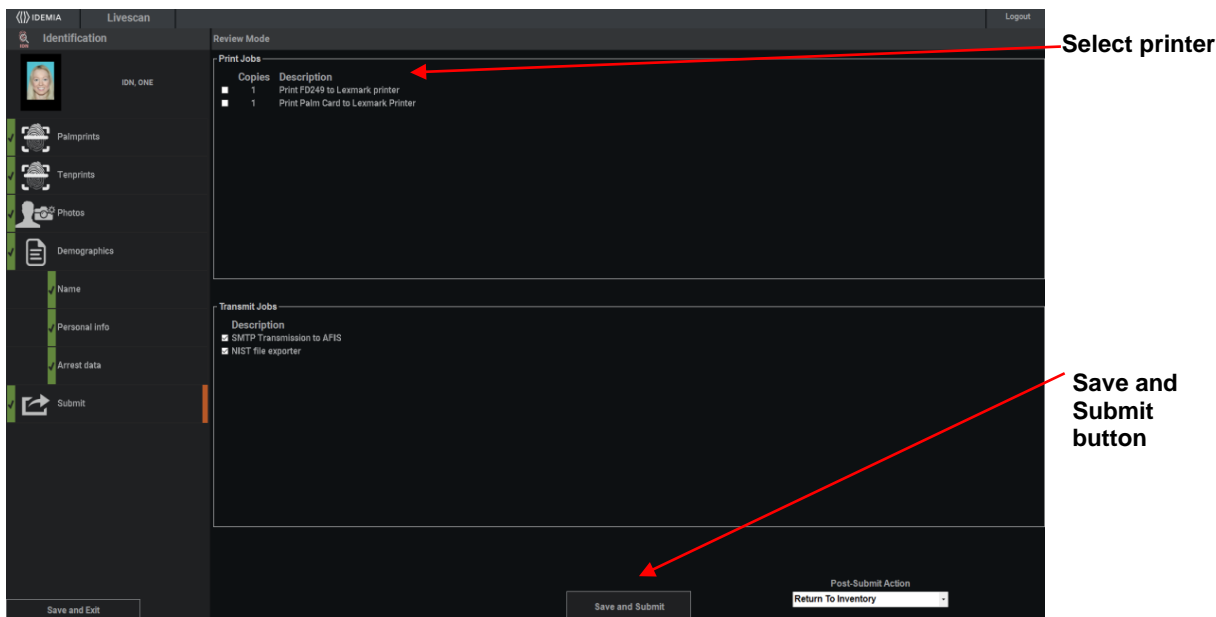


Figure 36: Sample Submission Screen.

End Confidential Information

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

Respondent Response:



The proposed devices receive and process responses that are compatible with the MBIS ICD and MBIS RDD. The following data format and transfer protocol is followed:

- The interface exchanges transactions in NIST format via Simple Mail Transfer Protocol (SMTP) with Transport Layer Security (TLS) and Post Office Protocol 3 (POP3) for responses.

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:

Respondent Response:

Our Criminal Justice Applicant workflow complies with the FALCON/AFIS ICD, Civil Workflow Control System ICD, and all workflow requirements detailed below.

- a. Assign TCN.

Respondent Response:



At the start of each booking, the LiveScan auto-generates a unique TCN.

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

Respondent Response:



Our LiveScan systems capture full tenprint fingerprint impressions that include rolled, plain/slaps, and palm prints. Capturing rolled, plain/slaps, and palm prints is guided by icons (**Figure 37**) and is immediately followed by feedback if the quality is not sufficient. As each mandatory step is completed, the color of the step bar on the left side of the screen changes from red to green. Descriptors, fingerprints, palm prints, and mugshot images are mandatory for all Criminal transaction submissions.

Start Confidential Information

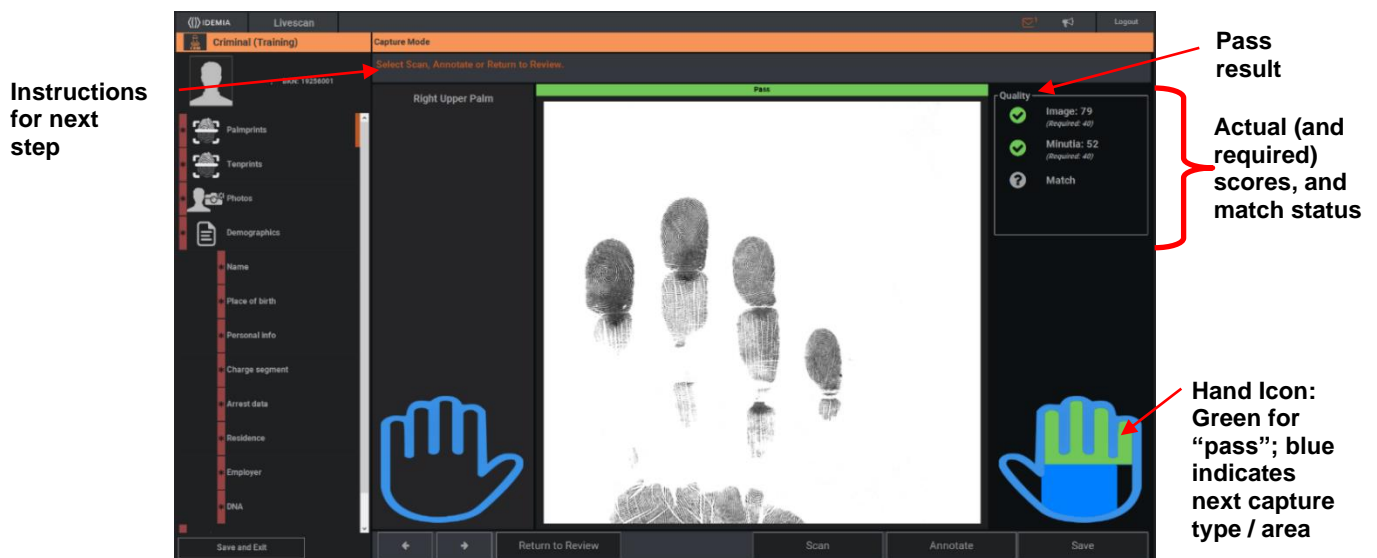


Figure 37: Sample Fingerprint Screen. Fingerprint and palm print capture is immediately followed by feedback if the quality is not sufficient.

End Confidential Information

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

Respondent Response:



IDEMIA USA's LiveScan Devices feature a digital photo/mugshot capture camera for capturing a digital photograph of the suspect's face (**Figure 38**). The proposed LiveScans include a Canon EOS Rebel T7 DSLR camera with a pole mount that is adjustable. A multidirectional camera provides full-featured photo capture capability; the captured photos may be printed on an available local or remote printer.

Our LiveScan solution's DSLR camera captures the following mugshot images: full face frontal, left profile, right profile, and optional angled pose mugshots (**Figure 38**), as well as SMT (**Figure 39**) with both the Type-1 and Type-2 solution. Unlike some web cameras, our camera takes pictures of sufficient quality for facial recognition matching systems. Our LiveScan system software validates the quality of the mugshot and prompts the user to edit or re-take the image if it does not meet the required threshold.

Start Confidential Information

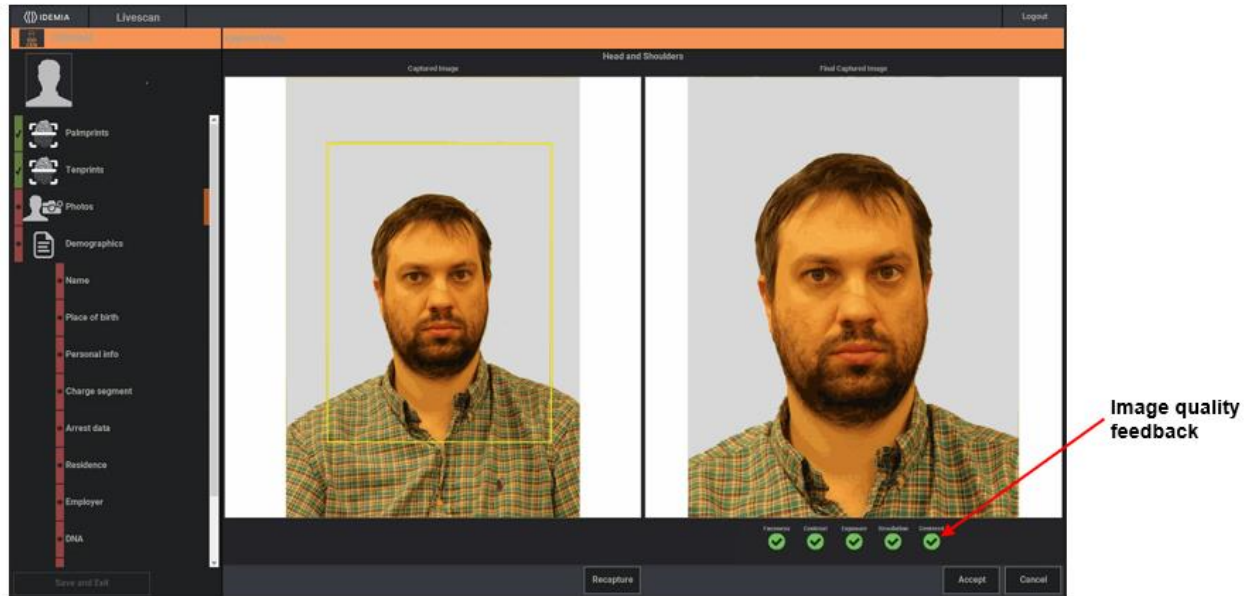


Figure 38: Sample Mugshot Capture Screen. *Mugshot capture is immediately followed by feedback if the quality is not sufficient.*

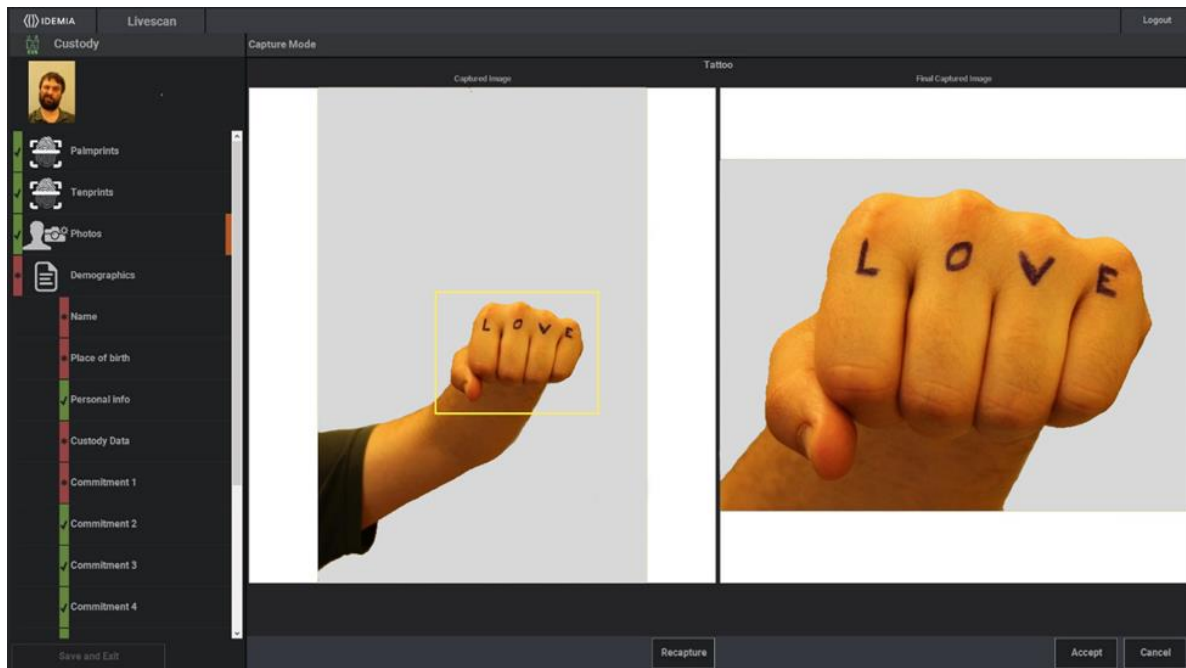


Figure 39: Sample Tattoo Capture Screen.

End Confidential Information

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

Respondent Response:



Our entry screen for the criminal justice applicant transaction is designed to capture all required and optional data elements seamlessly. It features a user-friendly interface with intuitive data entry fields, allowing for the swift and accurate input of pertinent information.

- 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.

Respondent Response:



Our LiveScan entry screen mandates completion of all required fields and applies thorough validations to ensure data accuracy and compliance. Should any required field be left incomplete or fail to meet certain data edit criteria, our system promptly alerts the user, preventing submission of the transaction until all necessary information is provided and validated.

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

Respondent Response:



After all the required data has been captured and validated, the user transmits the transaction to the FDLE CWCS. The LiveScan workflow is configured to automatically transmit fingerprints and other data fields when the user clicks the Submit button. An example of a submission screen is shown in **Figure 40**.

Start Confidential Information

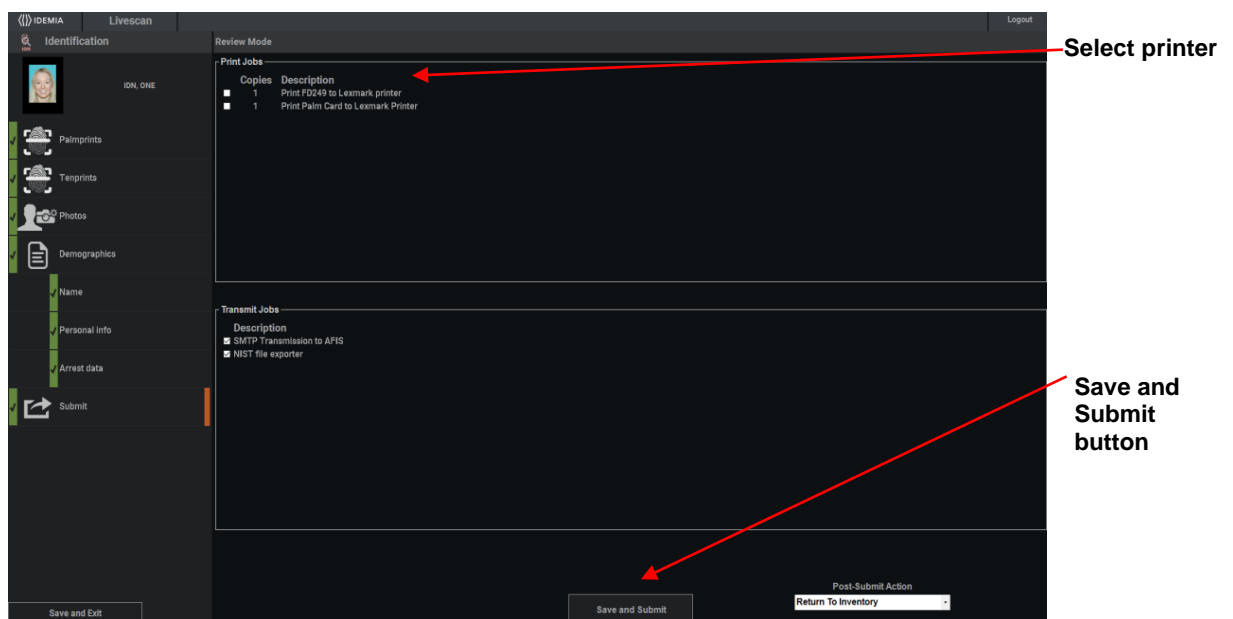


Figure 40: Sample Submission Screen.

End Confidential Information

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

Respondent Response:



Our LiveScan solutions receive and process responses 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:

Respondent Response:

Our Non-Criminal Justice Applicant workflow complies with the FALCON/AFIS ICD, Civil Workflow Control System ICD, and all workflow requirements detailed below.

- a. Assign TCN.

Respondent Response:



At the start of each booking, the LiveScan auto-generates a unique TCN.

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

Respondent Response:



Our LiveScan systems capture full tenprint fingerprint impressions that include rolled, plain/slaps, and palm prints. Capturing rolled, plain/slaps, and palm prints is guided by icons (**Figure 41**) and is immediately followed by feedback if the quality is not sufficient. As each mandatory step is completed, the color of the step bar on the left side of the screen changes from red to green. Descriptors, fingerprints, palm prints, and mugshot images are mandatory for all Criminal transaction submissions.

Start Confidential Information

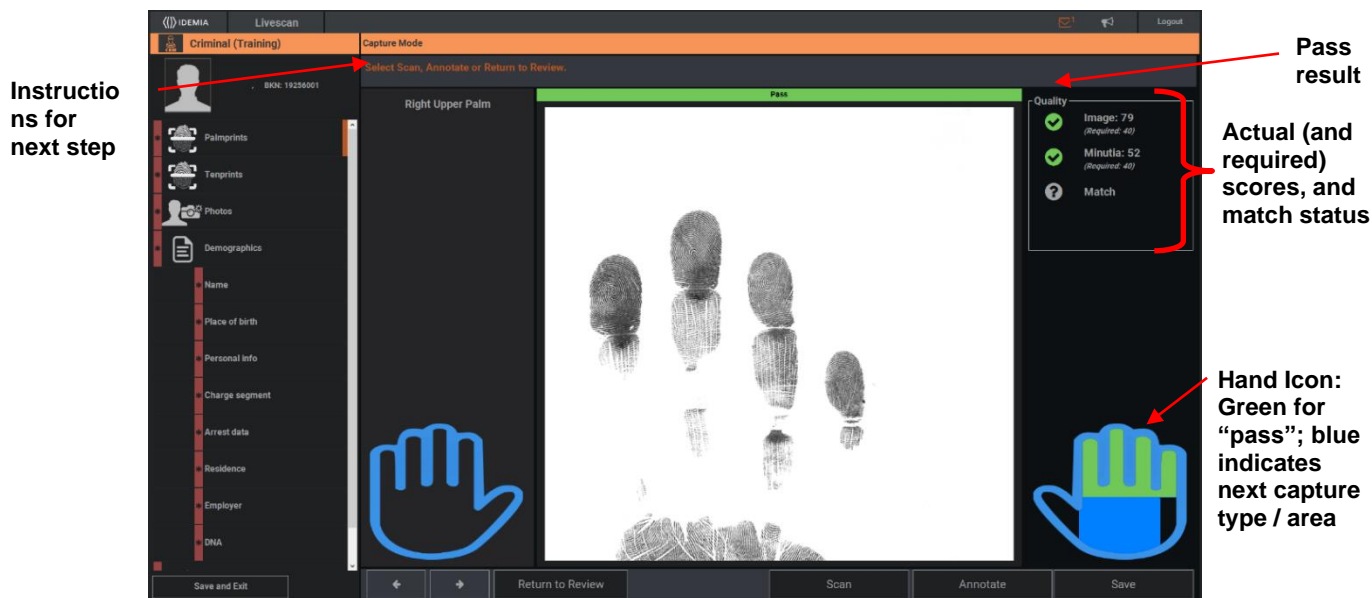


Figure 41: Sample Fingerprint Screen. *Rolled, plain/slaps, and palm print capture is immediately followed by feedback if the quality is not sufficient.*

End Confidential Information

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

Respondent Response:



IDEMIA USA's LiveScan solutions feature a digital photo/mugshot capture camera for capturing a digital photograph of the suspect's face (**Figure 42**). The proposed LiveScans include a Canon EOS Rebel T7 DSLR camera with a pole mount that is adjustable. A multidirectional camera provides full-featured photo capture capability; the captured photos may be printed on an available local or remote printer.

Our LiveScan solution's DSLR camera captures the following mugshot images: full face frontal, left profile, right profile, and optional angled pose mugshots (**Figure 42**), as well as SMT (**Figure 43**) with both the Type-1 and Type-2 solution. Unlike some web cameras, our camera takes pictures of sufficient quality for facial recognition matching systems. Our LiveScan system software validates the quality of the mugshot and prompts the user to edit or re-take the image if it does not meet the required threshold.

Start Confidential Information

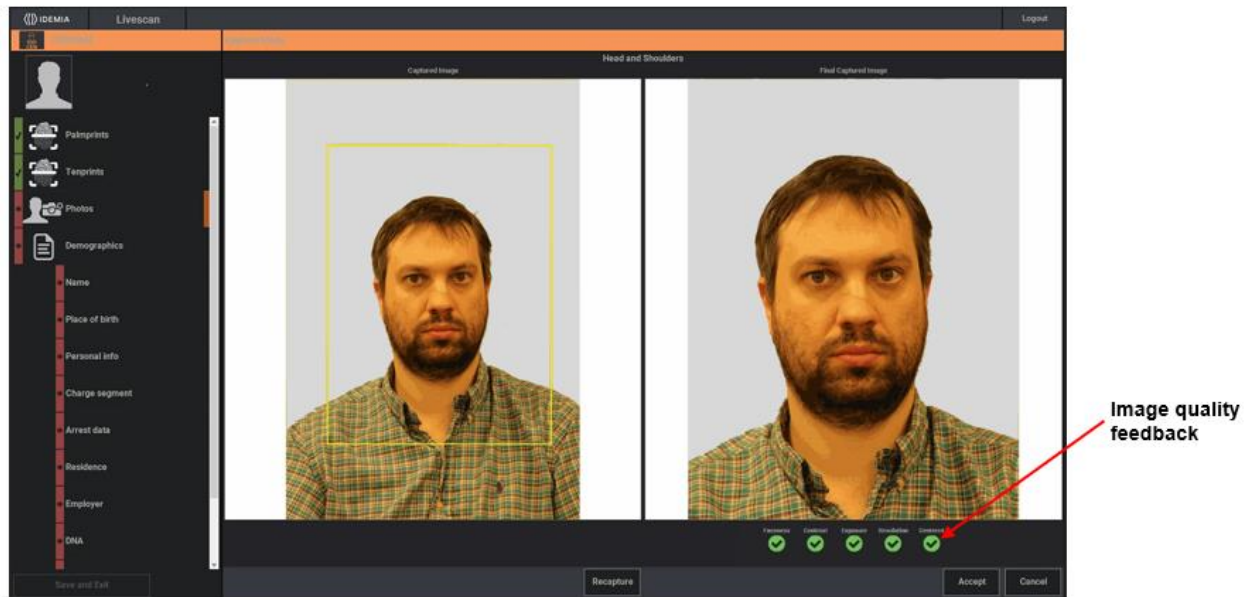


Figure 42: Sample Mugshot Capture Screen. *Mugshot capture is immediately followed by feedback if the quality is not sufficient.*

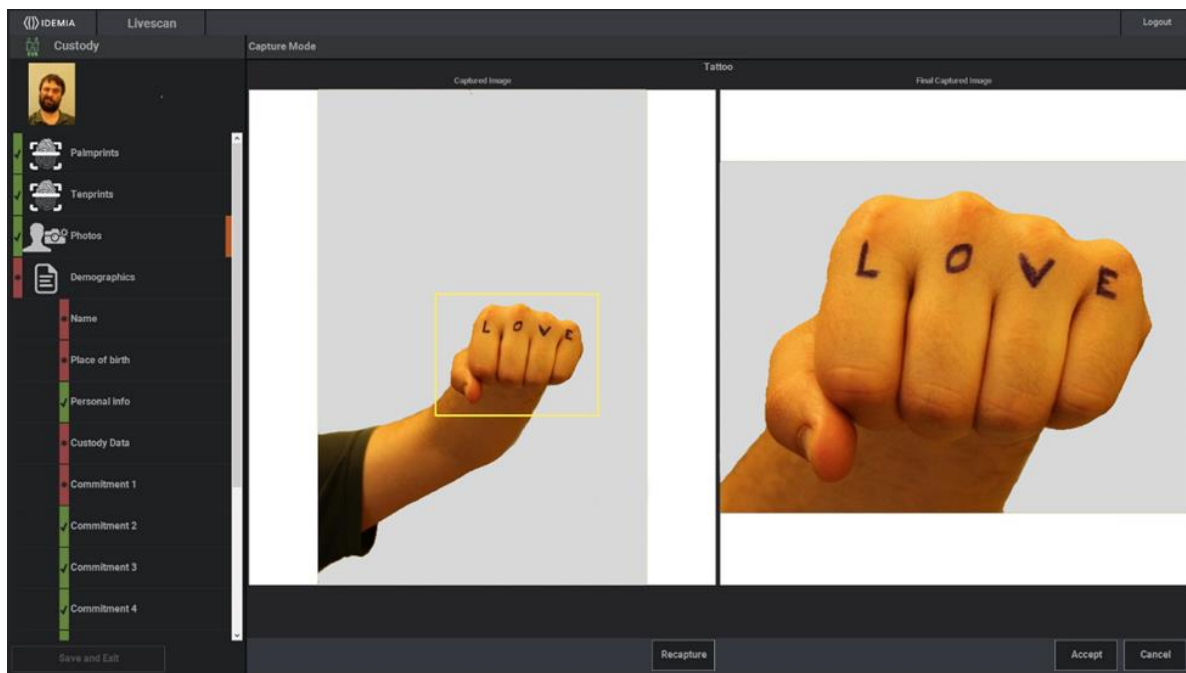


Figure 43: Sample Tattoo Capture Screen.

End Confidential Information

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

Respondent Response:



After our LiveScan solution auto-generates the TCN number, the user-intuitive workflow continues to the next step, which is an entry screen (**Figure 44**) for entering all required or optional data elements needed to complete a registration transaction, per FDLE's requirements. The user can do the following:

- Type the data for fields requiring unique data, such as a name.
- Use a pull-down list for standard values and instance gender. For long lists, the user can start typing, and then select from displayed values that include the specified characters. For example, by typing *kem in the Agency Name field, choices for Kemp, Kemp City, and Okemah will be displayed, and the user selects the appropriate one.
- Choose a date from a pop-up calendar.

Some fields, such as the OTN and the Booking Number, are auto generated.

Start Confidential Information

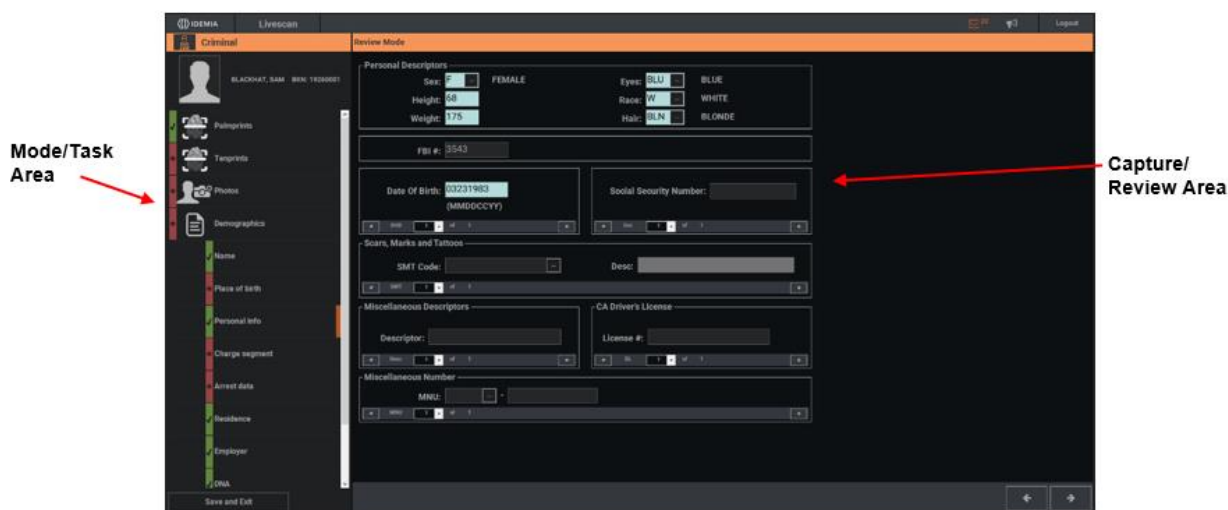


Figure 44: Sample Descriptor Entry Screen. As descriptor fields are correctly completed, the red X will turn to a green checkmark.

End Confidential Information

As fields are completed, they are validated against FDLE and NIST requirements to ensure the values are valid. For example, an error message is displayed if the First Name value entered included a non-alphanumeric character, such as a percentage symbol. If the entry is valid, the red X in front of the field changes to a green checkmark, and the system moves the cursor to the next mandatory field. After all fields are completed, the user clicks the Next button in the lower-right corner, which launches the next step of the workflow.

- 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.

Respondent Response:



Our LiveScan entry screen mandates completion of all required fields and applies thorough validations to ensure data accuracy and compliance. Should any required field be left incomplete or fail to meet certain data edit criteria, our system promptly alerts the user, preventing submission of the transaction until all necessary information is provided and validated.

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

Respondent Response:



After all the required data has been captured and validated, the user submits the transaction to the FDLE CWCS. The LiveScan workflow is configured to automatically transmit fingerprints and other data fields when the user clicks the Submit button. An example of a submission screen is shown in **Figure 45**.

Start Confidential Information

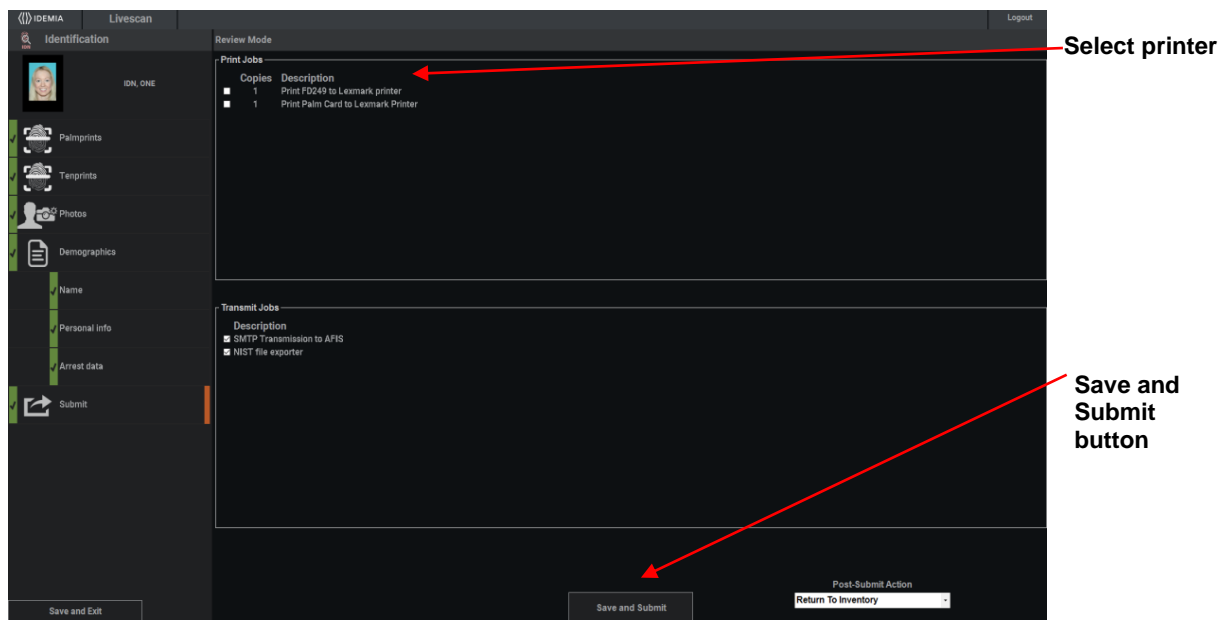


Figure 45: Sample Submission Screen.

End Confidential Information

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

Respondent Response:



Our LiveScan solutions receive and process responses 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 OEU 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 OEU.

Start Confidential Information

Respondent Response:



IDEMIA USA fulfills requests by FDLE and OEU for product literature, price lists, and specifications within five working days after receipt of a written request, at no charge. FDLE can make requests by contacting IDEMIA USA Inside Sales, or the IDEMIA USA Florida Program Manager. Prior to distribution, we allow FDLE to review and approve all product literature, price lists, and promotional materials.

End Confidential Information

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.

Start Confidential Information

Respondent Response:



IDEMIA USA has a service station located in Tallahassee. From this location, we provide LiveScan staging, testing, and remote-access troubleshooting as required in support of our existing customer base of ~200 Criminal and ~50 Applicant Florida LiveScans. At our service station, we also perform warranty repairs and adjustments. Our service station includes a workshop and test environment, which we leverage when performing repairs and adjustments.

If any changes are made to ordering instructions, IDEMIA USA's Program Manager, Sustaining Support Manager, or Designated Engineer will communicate with, and provide updates to, FDLE personnel.

End Confidential Information

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."

Start Confidential Information

Respondent Response:



IDEMIA USA has a robust Florida-based team ready to perform delivery and maintenance of new, fully compliant LiveScans. We provide multiple levels of support, including inside delivery, standard warranty and maintenance, standard service response, and waived fees when purchasing alternative products.

Our Florida-based team of seven Field Service Engineers (FSEs) provide installation, training, and support services. We have strategically located our FSEs throughout the State, postured for rapid response to Florida customer sites. They currently perform delivery and maintenance of ~200 LiveScans deployed across Florida. Additionally, this same IDEMIA USA support team supports the FDLE Biometric Information Solution (BIS), and the future Multi-Biometric Identification Solution (MBIS) backend system to which Florida LiveScans interact. As a result, our personnel have unmatched knowledge of the entire LiveScan enterprise workflow, facilitating faster troubleshooting leading to rapid resolution of complex technical problems.

Our Project Lead coordinates deployment rollout, and a Sustaining Engineer (SE) serves as the System Administrator for Florida that provides troubleshooting support for connectivity and submission issues. Our experience and existing partnership with FDLE provide confidence in our ability to seamlessly deliver and maintain your LiveScan solutions.

Inside Delivery. During inside delivery, our Project Lead schedules the LiveScan set-up, installation, and training service with the site's contact. A delivery company then delivers the equipment inside the facility. Installation and training occur on the same day according to the implementation schedule. Following installation of the equipment and establishment of interfaces, the IDEMIA USA SE conducts basic functionality testing in preparation for training. Our hands-on, instructor-led training covers the following:

- Logging on and off the LiveScan solution
- LiveScan solution power up and power down
- Entering demographic information
- Taking proper fingerprints and/or palm prints
- Printing of fingerprint cards and/or sending electronic transmissions
- Editing fingerprint records
- Training on additional peripheral LiveScan functionalities we provide

As part of the training, we provide an electronic copy of the user documentation.

Standard Warranty and Maintenance. We provide the Service Level Agreement (SLA) described in **Table 4**, which outlines warranties and maintenance. The LiveScans and other equipment purchased under this contract will include 36 months of warranty and maintenance support. The warranty includes both remote and onsite support. Our onsite SE, working with System Administrators, can remotely monitor and assist in troubleshooting any LiveScan to the network.

Table 4: IDEMIA USA’s Standard Warranties and Maintenance.

| LiveScan Support Features | | Warranty Period |
|---|--|-----------------------------|
| Software Support: M–F, 8am–5pm Customer Local Time (excluding holidays) | | Included in Warranty |
| Unlimited Telephone Technical Support (24/7) | | √ |
| Two Hour Telephone Response Time | | √ |
| Remote Dial-in Analysis | | √ |
| Software Standard Releases – Enhancements | | √ |
| Software Supplemental Releases | | √ |
| Automatic Call Escalation | | √ |
| Software Customer Alert Bulletins | | √ |
| Hardware Support Onsite: M–F, 8am–5pm Customer Local Time (excluding holidays) | | Included in Warranty |
| On-Site Response | | √ |
| On-Site Corrective Maintenance | | √ |
| On-Site Parts Replacement | | √ |
| Preventative Maintenance | | √ |
| Escalation Support | | √ |
| Hardware Service Reporting | | √ |
| Hardware Customer Alert Bulletins | | √ |
| Parts Support | | Included in Warranty |
| Advanced Exchange Replacement Parts | | √ |
| Telephone Technical Support for Parts Replacement | | √ |
| Parts Customer Alert Bulletins | | √ |

Service Response. We provide comprehensive service responsibilities to ensure quick and satisfactory resolution of issues. Our support includes the following:

- 24/7 Call Center, provided through a toll-free number for support, exchange requests, and dispatching on-site support as needed
- Next day defective spares replacement (24 hours)

We typically address and resolve service issues, repairs, and maintenance within 24 hours of notification. With our seven-person team located throughout Florida, IDEMIA USA personnel can quickly respond when issues arise.

While we do not foresee any issues requiring more than 24 hours to resolve, we follow FDLE’s procedures for communicating issues. Our program staff will contact the specific personnel to provide updates on system-wide and local outages throughout the resolution process.

Additionally, IDEMIA USA offers optional support tiers to supplement our standard offering. Our optional tiers include faster telephone and on-site response times.

Table 5: Supplemental Software and Hardware Support Options.

| Software Uplifts | |
|---|----------|
| Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week | Optional |
| One Hour Telephone Response | Optional |
| Hardware Uplifts | |
| Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week | Optional |
| Up to 4 Hours On-site Response | Optional |

Waived Fees. When purchasing alternative products, we provide a 30-day money back guarantee, with no shipping charges, restocking fee, or comparable charges.

End Confidential Information

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 OEU. All software must be fully integrated, online and fully operational. Exceptions may be negotiated with the FDLE or OEU ordering and must be documented in writing.

Contractor must provide to the FDLE or OEU 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.

Start Confidential Information

Respondent Response:



IDEMIA USA provides comprehensive installation services, including onsite product delivery, uncrating, assembly, full installation, and removal of debris. **We have unmatched experience installing LiveScan hardware and software, delivering over 9,000 LiveScans across the U.S., including ~200 in Florida.** Upon completion of installation, all software is

fully integrated, online, and operational. After a Purchase Order is received, we perform the following steps:

1. Sales Orders for LiveScan solutions are sent to our Installation Project Manager (IPM). The IPM is your main point of contact at IDEMIA USA for the LiveScan shipment, installation, and training.
2. The IPM sends the Customer Main Point of Contact (POC) the necessary Site Surveys to be completed via email or fax, ensuring the solution is installed in the optimum operating environment for performance. The Site Surveys outline the required steps the Customer must take to ensure successful LiveScan installation (such as appropriate electrical wiring and power supply). The Site Survey also explains training and gathers necessary shipping information for the solution.
3. The IPM relays any steps the customer must take to transmit records to a particular receiving agency (e.g., communication requirements and FDLE Biometric Information Solution [BIS] current interfaces or FDLE Multi-Biometric Identification Solution [MBIS] future interfaces). The IPM facilitates connecting the customer to this receiving agency for approvals/authorizations.
4. The Customer Main POC ensures the Site Surveys are completed and returns the surveys to the IPM.
5. The IPM ensures all information is in place for successful LiveScan deployment from the Site Surveys, and any authorizations are in place for transmitting to a particular receiving agency.
6. Once all information is in place, the IPM works with the Customer Main POC to schedule the shipment, installation, and training of all solutions. Scheduling is normally two weeks out from the date that the Customer's site is deemed ready for install.
7. The IPM presents the Customer Main POC with available Installation and Training Dates.

8. The Customer Main POC verifies the dates with the IPM, after which the dates are locked in.
9. The IPM notifies Order Admin of the set installation dates which set up shipping dates in Oracle. Shipment of the solution by IDEMIA USA takes place to arrive prior to the set install date.
10. In some cases, the Customer requires that the solution is sent to a central location for Security Software to be added or for other reasons. When this occurs, IDEMIA USA arranges for shipments to the central location. The customer must know, however, that they are responsible for securing the solution and for getting the solution to the final install destination prior to the install dates. IDEMIA USA only ships to one destination.
11. Prior to the install and training date, the IDEMIA USA SE assigned to the installation and training contacts the customer to verify the date and set start times.
12. On the installation and training date(s), the SE comes to the Customer's site and unpacks all equipment, checks for any damages, and accounts for all equipment. If identified, damaged equipment is ordered for replacement by the SE.
13. The SE assembles all equipment, integrates all software, ensures it is working properly, and tests any necessary remote transmissions.
14. Upon successful testing of the LiveScan solution, the SE performs LiveScan System Manager and End User Training.
15. Once Training is completed, the SE presents the Customer with a Statement of Installation and Training (SIT). The SIT is the form used by IDEMIA USA to note acceptance of all the LiveScan solution.
16. The SIT is sent to the IPM by the SE. The IPM ensures the SIT is sent to IDEMIA USA Accounting and Maintenance Contracts Departments. IDEMIA USA Accounting will then invoice for the equipment. The Maintenance Contracts Department will start the Customer's warranty from the date the SIT is signed.
17. After install, training, and customer acceptance, any further service needs by the customer are directed to the IDEMIA USA 24-hour Help Desk.

End Confidential Information

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.

Respondent Response:



IDEMIA USA provides a 36-month warranty for parts and labor on LiveScan solution and software, included in the cost of the equipment and/or software purchased under the contract. Our warranty includes onsite hardware support, parts support, and software support. **Table 6** describes warranty features and components.

Start Confidential Information

Table 6: LiveScan Warranty Features and Components.

| LiveScan Support Features | Warranty Period |
|---|----------------------|
| Software Support M–F 8am–5pm Customer Local Time | Included in Warranty |
| Unlimited Telephone Technical Support (24/7) | √ |
| Two Hour Telephone Response Time | √ |
| Remote Dial-in Analysis | √ |
| Software Standard Releases – Enhancements | √ |
| Software Supplemental Releases | √ |
| Automatic Call Escalation | √ |
| Software Customer Alert Bulletins | √ |
| Hardware Support Onsite M–F 8am–5pm Customer Local Time | Included in Warranty |
| On-Site Response | √ |
| On-Site Corrective Maintenance | √ |
| On-Site Parts Replacement | √ |
| Preventative Maintenance | √ |
| Escalation Support | √ |
| Hardware Service Reporting | √ |
| Hardware Customer Alert Bulletins | √ |
| Parts Support | Included in Warranty |
| Advanced Exchange Replacement Parts | √ |
| Telephone Technical Support for Parts Replacement | √ |
| Parts Customer Alert Bulletins | √ |

End Confidential Information

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 OEU to purchase additional maintenance contracts after the initial thirty-six (36) month warranty expires from the Contractor.

Respondent Response:



IDEMIA USA offers an extended maintenance program that provides preventive/remedial service for our LiveScan solution, commencing after the initial 36-month warranty period. Following the conclusion of the 36-month warranty LiveScan post-warranty support may be purchased for an additional cost. **Table 7** describes extended warranty features available for purchase.

Start Confidential Information

Table 7: Extended Warranty Features.

| LiveScan Support Features | Post Warranty |
|--|------------------------|
| Software Support M–F 8am–5pm Customer Local Time | Available for purchase |
| Unlimited Telephone Technical Support (24/7) | √ |
| Two-Hour Telephone Response Time | √ |
| Remote Dial-in Analysis | √ |
| Software Standard Releases – Enhancements | √ |

| LiveScan Support Features | Post Warranty |
|---|-------------------------------|
| Software Supplemental Releases | √ |
| Automatic Call Escalation | √ |
| Software Customer Alert Bulletins | √ |
| Hardware Support Onsite M–F 8am–5pm Customer Local Time | Available for purchase |
| On-Site Response | √ |
| On-Site Corrective Maintenance | √ |
| On-Site Parts Replacement | √ |
| Preventative Maintenance | √ |
| Escalation Support | √ |
| Hardware Service Reporting | √ |
| Hardware Customer Alert Bulletins | √ |
| Parts Support | Available for purchase |
| Advanced Exchange Replacement Parts | √ |
| Telephone Technical Support for Parts Replacement | √ |
| Parts Customer Alert Bulletins | √ |
| Software Uplifts | |
| Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week | Optional |
| One Hour Telephone Response | Optional |
| Hardware Uplifts | |
| Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week | Optional |
| Up to 4 Hours On-site Response | Optional |

End Confidential Information

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 OEU's one instruction and maintenance manual for each unit ordered. Bulletins, revisions, and corrections must be supplied to the FDLE and OEU's 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 OEU's, the Contractor will make available (hardcopy or electronically) additional or replacement instructions and maintenance manuals for all equipment.

Start Confidential Information

Respondent Response:



IDEMIA USA provides one instruction and maintenance manual for each deployed solution. Our LiveScan manuals include the following:

- Glossary of terms
- Description of equipment functions
- Instructions on various uses
- Descriptions of malfunction procedures
- Descriptions of error notifications
- Methods to troubleshoot issues

- Schematic diagrams

IDEMIA USA Product Management delivers additional or replacement PDF copies upon request by FDLE or OEU's.

End Confidential Information

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.

Start Confidential Information

Respondent Response:



IDEMIA USA provides comprehensive training and documentation to use our LiveScan solutions. FDLE can review training curriculum before we conduct the on-site training. Our training program has successfully trained the operators of ~200 IDEMIA USA LiveScan solutions in Florida.

Following installation of the equipment and establishment of interfaces, the IDEMIA USA SE conducts basic functionality testing in preparation for training. Our hands-on, instructor-led, and on-site training covers the following:

- Logging on and off the LiveScan solution
- LiveScan solution power up and power down
- Entering demographic information
- Taking proper fingerprints and/or palm prints
- Printing of fingerprint cards and/or sending electronic transmissions
- Editing fingerprint records
- Training on additional peripheral LiveScan functionalities we provide
- As part of the training, we provide an electronic copy of the user documentation.

End Confidential Information

- 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.

Start Confidential Information

Respondent Response:



Training Frequency and Class Sizes. We provide one training session upon delivery. Class sizes are kept to a maximum of 10 students. Additional training can be provided on a per-charge basis. Furthermore, **as our training sessions are based on a train-the-trainer platform, whomever we train will be qualified to train others.**

End Confidential Information

- 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).

Respondent Response:



Certifications. We provide current information about the solution's ANSI/NIST-ITL 1-2011 Update:2013 certification status.

- 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.

Start Confidential Information

Respondent Response:



Documentation. IDEMIA USA has published, in coordination with FDLE's Information Technology Services (ITS) group, the FDLE AFIS LiveScan Interface Control Document (ICD) defining all requirements for Florida LiveScans to interface with the FDLE BIS AFIS. As part of the ongoing FDLE AFIS Modernization Program (Contract FDLE-002-23), IDEMIA USA will publish a new FDLE AFIS LiveScan ICD that will define all requirements for Florida LiveScans to interface with the emerging FDLE MBIS AFIS.

End Confidential Information

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.

Start Confidential Information

Respondent Response:



IDEMIA USA provides quick turnaround times for delivery, encourages consistent communication, and empowers FDLE with the ability to schedule delivery times that are most convenient to the purchasing agency. Delivery occurs within 30 days from receipt of an accurate and complete FDLE or OEU purchasing document; special orders are delivered within 60 days after receipt of a purchasing document. Should any exceptions to FDLE's standard timeline be necessary, such as due to supply chain or similar issues, our program administrator will negotiate with FDLE or OEUs. Changes will be documented in writing.

End Confidential Information

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.

Respondent Response:



As our technology evolves and more advanced IDEMIA USA products become available during the term of the Contract, IDEMIA USA may submit for consideration and approval a replacement model of any awarded item.

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 OEU's 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.

Start Confidential Information

Respondent Response:



IDEMIA USA Inside Sales, in coordination with our Florida Program Manager, will provide Sales Summary Reports to FDLE on a quarterly and annual basis. We have experience providing complete Sales Summary Reports to FDLE through our work on the previous LiveScan contract. **Table 8** details the items included in the Sales Summary Reports.

Table 8: Items Included in Sales Summary Reports.

| |
|--|
| a. Contractor's name |
| b. Reporting Period |
| c. Total dollar value of purchases by quarter, separated by: <ul style="list-style-type: none"> State Agency and OEUs totals Purchase Order and P-Card order totals Product group |
| d. Excel report itemizing total purchases with the following information: <ul style="list-style-type: none"> 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 |

IDEMIA USA accepts that submission of the contract sales summaries is our responsibility, and we will submit them without prompting or notification.

End Confidential Information

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.

Respondent Response:



IDEMIA USA has read and reviewed the opportunity to include a balance of line related to the LiveScan solutions' operational capabilities.

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.

Respondent Response:



IDEMIA USA will not charge FDLE or OEUs any additional fees, including property tax, sales tax, delivery charges, pick-up charges, and fuel surcharge.

TAB 4: PROVISION FOR FUTURE WORKFLOWS AND TEMPLATES

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.



IDEMIA USA has an established change management and control process to accommodate future workflows and templates. This process guides our approach to incorporating technological capabilities, adapting processes, reviewing and approving associated costs, and addressing any other relevant factors to

provisioning future workflows and templates.

There are two potential starting points to the change process. Both FDLE and IDEMIA USA can request changes as follows:

- Department-initiated Change Requests – FDLE may propose any change at any time.
- IDEMIA USA-initiated Change Requests – We may propose changes to FDLE related to process improvements resulting from experience operating the program or opportunities to increase efficiencies and address technological capabilities, process adaptations, cost considerations, and other relevant factors.

Start Confidential Information

We establish a Change Control Board (CCB) together with FDLE to address all change requests, update requirements, assess and mitigate potential problems, and adjudicate final disposition of all system modifications for the program. The CCB consists of FDLE's Contract Manager and relevant stakeholders depending on the scope of the change request. Additional members are added to address changes that have passed through an initial impact, risk analysis, and scope of work review. **Figure 46** illustrates our standard Change Control Process and identifies the touch points at which IDEMIA USA works directly with FDLE during the process to assess any changes that would impact FDLE's processes or systems. We also provide a change request status report to FDLE Contract Manager as part of our weekly status reports.

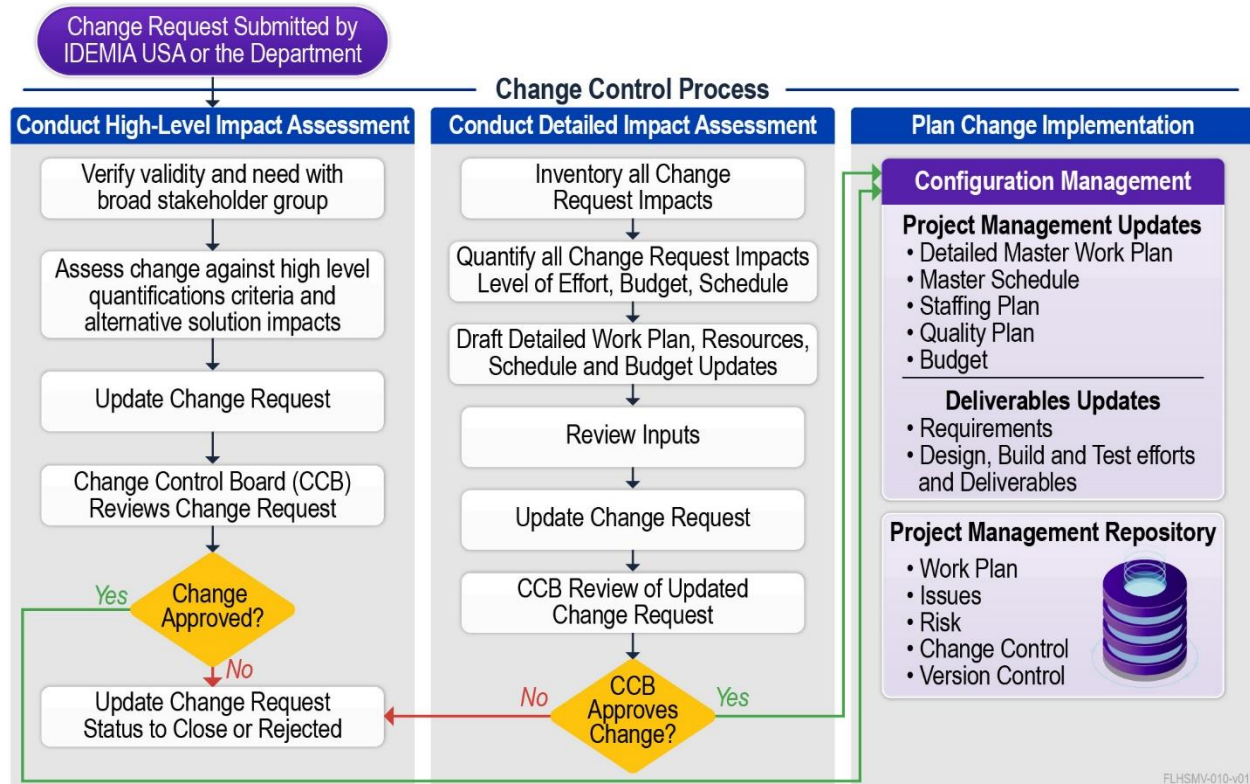


Figure 46: Detailed Strategy for Accommodating Future Workflows and Templates. *Time, scope, quality, and budget are managed successfully when supported by a well-defined and adhered-to change control process.*

IDEMIA USA's Sr. Program Manager reviews the implementation or deployment plan for an approved change or changes with FDLE. A mutually agreeable schedule is established for User Acceptance Testing (UAT) activity or FDLE certification to make certain the change is successful and acceptable.

End Confidential Information

TAB 5: VALUE-ADDED SERVICES

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.

In addition to providing the specific services outlined in this solicitation, IDEMIA USA can also offer the following value-added services to FDLE:

RapidDNA



Traditionally it has taken days or weeks for DNA samples to be processed by laboratories and entered into State and FBI CODIS databases for search. That time is reduced to mere hours by the emergence of RapidDNA Technology. IDEMIA USA harnesses the power of this breakthrough for Florida Law Enforcement Agencies by teaming with RapidDNA vendors to bring this new capability to Florida. The new IDEMIA USA TPE+RDNA LiveScan combines the functionality of the existing Florida DNA Flag devices (2-finger FALCON queries, 2D barcode printing) with an electronic interface to the Thermo Fisher RDNA Device to provide a seamless one-stop criminal booking + DNA capture experience. The IDEMIA USA TPE+RDNA LiveScan solution seamlessly integrates with both the Single Pass and Dual Pass Florida criminal booking workflows ensuring that whichever booking workflow your agency uses now and in the future, the IDEMIA USA TPE+RDNA LiveScan will meet the need.

MTop Slim



One of the challenges Florida Sheriff's Offices face is the need to criminally enroll subjects who are hospitalized or otherwise physically unable to attend the traditional booking process at the jail. The MTop Slim offers a range of use-case possibilities for agencies to resolve these challenges due to its small form factor. Our MTop Slim fingerprint scanning device provides a one-inch-thin compact design while still being capable of meeting large-scale fingerprinting needs. The MTop Slim features a high-quality Thin Film Transistor (TFT) sensor, slap-and-roll fingerprint capture, scan quality indicators, and fake finger detection. This device easily connects to a computer with only one USB2 connection, providing both power supply and high-speed data transfer.

IDent 2.0



The IDent 2.0 allows Florida Law Enforcement agencies to leverage the power of the FDLE FALCON services for rapid identification. This feature is related to Jail Livescan booking operations as it is particularly useful as a pre-booking step, as well as in Jail Release use cases. In the pre-booking role, the IDent 2.0 submits a 2-Finger search to the local County AFIS (if available) as well as to the FDLE FALCON, which in turn submits the transaction to the FBI for a search of the Repository of

Individuals of Special Concern (RISC) database. Results from all databases searched are returned to the device and associated computer in 15-30 seconds. When an identification is made on any of the databases searched, the response includes key demographic information as well as wants/warrant information. Jail staff are immediately alerted to any wants/warrants active in other Florida Counties and States in the case of a RISC hit. In the Jail release use case, the IDent 2.0 provides positive biometric confirmation that the correct individual has been released and that there are not active wants/warrants open in Florida, as well as confirmation that the subject's fingerprints have not been inserted into the FBI RISC database by another State or Federal.

IDent 2.0 is an Android-based device that includes an intuitive, easy-to-use fingerprint capture workflow. Compact, convenient, and accurate, it is an advanced hand-held fingerprint device that enables real-time identification based on IDEMIA USA's superior biometric technology.

Specific features and benefits include:

- **FBI-certified FAP 30 Single-Fingerprint Scanner** that makes it easy to capture up to 10 high-quality fingerprints, improving the likelihood of identification.
- **Both Touchscreen and Physical Buttons**, enabling users to complete all major functions with either option.
- **Both USB and Bluetooth/Mobile Connections** for transferring data to the PC via either option.
- **Search Results** via IDEMIA USA's mobile connection to applicable agencies, through which hit/no-hit indication, mugshot, and subject name are transmitted and displayed on the device.
- **Rear-Facing Camera** making it easy for users to capture a facial image while capturing a subject's fingerprints.