The New York State Division of Criminal Justice Services
-and-
Sagem Morpho, Inc.

MASTER AGREEMENT
for the Statewide Automated Biometric Identification System
(SABIS)

New York State Comptroller’s Contract Number C002102

THIS AGREEMENT ("Master Agreement" or "Agreement" or "Contract") is
made this 30th day of April, 2009 by and between the State of New York ("State"),
acting through the New York State Division of Criminal Justice Services ("DCJS"),
an Executive Agency of the State of New York, with offices located at 4 Tower
Place, Albany, NY 12203-3764, and Sagem Morpho, Inc. with offices located at
1145 Broadway Place, Suite 200, Tacoma, Washington 98402 (hereinafter "SMI").
SMI and the State are collectively referred to hereinafter as the "Parties."

WHEREAS, DCJS is an executive agency of the State of New York and has
as one of its core business functions receiving, processing, storing, retrieving,
identifying and managing criminal and civil fingerprint submissions, and

WHEREAS, Sagem Morpho, Inc. is a Delaware corporation which provides,
installs, integrates, services and maintains state of the art equipment, network
connections, software and peripheral equipment designed and marketed to provide
processing of fingerprint, palm print, and associated submissions; and

WHEREAS, the existing SAFIS (Statewide Automated Fingerprint
Identification System) installed at DCJS is nearing the end of its useful life and is no
longer capable of being updated to performance and technology levels required by
DCJS to support its operational requirements; and

WHEREAS, in addition to its own requirements, the DCJS System supports
law enforcement operations in New York State and by agreement with law
enforcement agencies including but not limited to the Federal Bureau of
Investigation and other agencies; and

WHEREAS, DCJS must ensure that its criminal and civil fingerprint
identification system's will continuously support DCJS public safety objectives so
that the public health, safety and welfare are protected through timely and accurate
identification of and criminal history dissemination of individuals who present safety
risks or may present such risks if employed in certain occupations, and

WHEREAS, DCJS solicited proposals by publication of its Competitive
Procurement for a Statewide Automated Biometric Identification System (SABIS)
RFPCJS2007-03 (hereinafter “RFP”) which DCJS originally published on its public
website on Monday June 16, 2008, and which DCJS caused to be published in the New York State Economic Opportunities Newsletter – the Contract Reporter - on June 16, 2008. The RFP required that Offerers file a Notice of Intent to Bid with DCJS not later than 4 PM July 3, 2008. SMI timely filed its Notice of Intent to Bid. The RFP permitted Offerers to submit questions provided such questions were received by DCJS not later than 4 PM July 3, 2008, which date was extended by DCJS to July 9, 2008. On July 25, 2008 DCJS published its answers to one hundred and two submitted questions on its public website and by email to Offerers who had timely submitted a Notice of Intent to Bid. On July 1, 2008 DCJS conducted the Mandatory Pre bid Conference as provided in the RFP at which thirty five vendor representatives signed the attendance sheet. A transcript of this conference was published on the DCJS website. SMI submitted its Notice of Intent to bid which was a mandatory requirement of the RFP by the required July 3, 2008 deadline. On July 31, 2008 DCJS released a clarification to the RFP, the subject of which was Optional Feature Solution Description Item C.4 in Attachment 15 of the RFP, and the RFP has not been otherwise amended, and

WHEREAS, in response to and in compliance with the RFP requirements, Sagem Morpho, Inc. submitted its Proposal to Provide a Statewide Automated Biometric Identification System (SABIS) including its Firm Offer Letter dated August 8, 2008 (hereinafter “Proposal” or “Bid Proposal”) which submission was timely received by DCJS on August 15, 2008. SMI delivered its Management Presentation to DCJS on October 6, 2008 at which time a transcript was made and DCJS forwarded this transcript to Sagem Morpho Inc. for purposes of its review in the event that any misunderstanding attributable to language differences had occurred. Sagem Morpho Inc. returned this transcript to DCJS on October 22, 2008 at which time DCJS accepted the transcript and included it in the procurement record. The Transcript and the SMI's Proposal were subsequently evaluated by DCJS in accordance with the State Finance Law and was determined to be the winning, best value bid capable of receiving a contract award, and

WHEREAS, DCJS notified SMI by letter dated November 7, 2008 that SMI was selected as the winning bidder, and

WHEREAS, the Parties now wish to execute a contract to effect these purposes;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties do agree as follows:
1.0 DEFINITIONS

For purposes of this Master Agreement, the words or phrases defined below, or a pronoun used in their place, shall have the meanings set forth below:

1.1 "Acceptance" means the written notice from DCJS to SMI that the SABIS has met DCJS requirements and has been accepted.

1.2 "Master Agreement" or "Contract" means this Master Agreement and any attachments, amendments or supplements hereto, including the Appendices attached hereto.

1.3 "Documentation" means any reference or instruction manuals to be delivered to DCJS as required in the Scope of Work.

1.4 "Effective Date" means the date of its approval by the New York State Comptroller or staff designated for such purpose.

1.5 "Contract Year" or "Prime Contractor’s Base Year" (see RFP 3.2) means the annual term of the Master Agreement beginning on the date on which the contract is first approved by the Comptroller and thereafter on the anniversary of the Effective Date and continuing for one year.

1.6 Reserved.

1.7 "Hardware" means the totality of the hardware to be provided by SMI under this Agreement as set forth in the RFP and SMI’s proposal.

1.8 "Installation Site" means the location or locations specifically identified by DCJS as the authorized installation point or points for the SABIS.

1.9 "Maintenance Services" means such services as proposed by SMI which DCJS accepts for the duration of this Agreement and any extensions thereof consistent with the requirements of the RFP.

1.10 "Off-Site Storage" means the separate off-site secured storage facility or repository maintained by or on behalf of DCJS for a copy of the Software, site to be determined by DCJS.

1.11 "Or Better" in reference to developing technologies, means that because a specified device type may be obsolete or unavailable, a replacement of more recent vintage and/or with higher performance may be substituted.

1.12 "Or Currently Available and Approved For Use" in reference to developing technologies, means that a specified device type may be obsolete or unavailable, a replacement of more recent vintage and/or with higher performance may be substituted.
1.13 "Payment" means the payments payable by DCJS to the SMI pursuant to provisions of this Agreement consistent with 3.2(E) and other applicable sections of the RFP.

1.14 "Project Change Request (PCR) Form" means the RFP Appendix M form used to authorize and define project changes which deviate from the Scope of Work.

1.15 "Requirements Definition Document" or "RDD" means a document prepared by SMI which tracks the requirements of the RFP to a work plan which is illustrative of the specific requirements necessary for the timely completion of those requirements.

1.16 "SABIS" or "System" means Statewide Automated Biometric Identification System and consists of the totality of the hardware, software and services provided under this Master Agreement.

1.17 "Scope of Work" or "SOW" means the work to be accomplished by SMI under the terms and conditions of this Master Agreement.

1.18 "Services" means the project management, installation, training, support, maintenance and other services provided by SMI or its subcontractors to DCJS under this Agreement.

1.19 "Site Preparation" means the preparation of the Site for electrical, air conditioning, and fire prevention, inclusive of any needed facility remodeling, and all necessary arrangements and connections for telecommunications and computer networks.

1.20 "Software" means the totality of the software to be provided by the SMI under this Agreement and any subsequent updates, modifications, enhancements, or new releases of the Software, which may be provided by SMI to DCJS under this Agreement.

1.21 "Term" means the duration of this Master Agreement as set forth in paragraph 2.17 of the RFP.

1.22 "Warranty Period" for SABIS components means the period beginning on the date of Acceptance and continues for one (1) year. Thereafter, Services will be provided pursuant to the RFP.

1.23 "Working Day" means any day that is not a Saturday, Sunday, or legal holiday observed by DCJS agency purchasing said SABIS. References to a "day" that is not a Working Day shall mean a calendar day, unless further defined in other Agreement or other specifications in this document.

1.24 "Working Hours" shall mean the hours of 8 a.m. to 5 p.m. on a Working Day unless further defined in other Agreement or other specifications in this document.
2. **PURCHASE AND SALE OF SABIS HARDWARE OR UPGRADE**

2.1 **Purchase and Sale.** SMI shall sell, install, and maintain the SABIS and conduct an orderly transition from DCJS’ existing SAFIS operation. DCJS agrees to purchase the hardware and license of the Software described set forth in SMI’s proposal including but not limited to Sections C through F and Attachments 13 through 25 inclusive; DCJS is selecting all options both COTS and Custom.

2.2 **Additional Hardware and License of Software Options.** DCJS shall have the option to purchase additional SMI products throughout the Term by issuing a purchase order therefor at the prices in effect at Agreement signing.

2.3 **Existing Equipment.** The existing SAFIS system has been accepted as a trade-in under SMI’s proposal and shall be made available to SMI following acceptance of the new SABIS by DCJS.

2.4 **License of Software.**

2.4.1 **Grant.** SMI grants to DCJS, or its successor, subject to the provisions of this Agreement, a nontransferable, nonexclusive, perpetual license to use its SMI-proprietary Software to operate the Hardware and the SABIS at the Installation Sites commencing at Installation Completion for DCJS’ use as an automated fingerprint and biometric identification system for law enforcement purposes. DCJS may make three (3) copies of the SMI-proprietary software exclusively for backup or archival purposes. One such copy is to be kept at the Installation Site, a second copy is to be kept at the high availability site and the third copy will be kept in Off-Site Storage. Software provided by third-party manufacturers (e.g., operating systems, compression software, etc.), if any, incorporated in the SABIS is licensed to DCJS on the terms and conditions stated in respective manufacturers’ End User License Agreements.

2.4.2 **Limitations.** The SMI reserves all rights in the Software not expressly granted to DCJS under Paragraph 2.4.1. DCJS shall use the Software only for the purposes specified in Paragraph 2.4.1 and in accordance with the following:

(a) DCJS shall not modify the Software other than as approved in advance by SMI in writing;

(b) DCJS shall not make any copies of the Software other than as provided in Paragraph 2.4.1;

(c) DCJS shall not reverse engineer, disassemble, or decompile the Software or otherwise attempt to discover any source code or trade secret related to the Software;

(d) DCJS shall not remove, obscure, or alter any notice of patent, copyright, restricted rights, trade secret, trademark, or other proprietary right related to the Software; and
(e) DCJS shall not sublicense, sell, lend, rent, lease, give, transfer, assign, or otherwise dispose of all or any portion of the Software or any interest in the Software. Any such transfer or disposition shall be void.

2.5 **Condition and Substitution.** All equipment delivered pursuant to this Agreement will be new, or like new. If equipment is provided like new it shall be warranted for the Warranty Period. The SMI reserves the right at any time, with prior written approval of DCJS, to replace or substitute items of equipment and general software comprising the SABIS, provided that such replacement or substitution will not result in additional charges to DCJS, and will not adversely affect the maintenance or operational requirements of the SABIS. These requirements do not relieve SMI of its technology refresh obligations provided under this Master Agreement with respect to DCJS.

3. **PRICING AND PAYMENT TERMS**

**Irregular Invoice.** DCJS or the State will advise SMI of any irregularities in a submitted invoice as soon as it is practical.

4. **INCORPORATION, MERGER AND ORDER OF PRECEDENCE**

This Master Agreement, including all appendices, attachments and exhibits, copies of which are attached and incorporated by reference as though set forth in their entirety herein, constitutes the entire Contract between the Parties. To the extent that they conflict with the terms hereof, all prior agreements, representations, statements, negotiations and undertakings are superseded by this Master Agreement. All statements made by the DCJS or the State shall be deemed to be representations and not warranties. This Master Agreement is subject to amendment(s) only upon mutual written consent of the Parties, and if required by the Comptroller of the State of New York, the approval by the Comptroller of the State of New York or staff of the Office of the State Comptroller designated for such purpose.

This Master Agreement shall incorporate all of the following appendices, attachments and exhibits as though set forth herein in their entirety. Only the documents expressly enumerated below or contained within those documents enumerated below shall be deemed a part of the Master Agreement, and references contained in those documents to additional documents not enumerated below or included in any enumerated document shall be of no force and effect. Conflicts between the Request for Proposals, the Offerer’s Proposal, and Contract documents shall be resolved in the following Order of Precedence:
Order of Precedence:

1. Appendix A (Standard Clauses for NYS Contracts)

2. This Master Agreement and all appendices, attachments, and exhibits annexed hereto, including but not limited to Appendix 1, Contract Clarifications and the Requirements Definition Document (RDD) when delivered and agreed to by DCJS provided that the Requirements Definition Document results in no change to the obligations of or costs to either party unless the parties shall agree in writing, which agreement shall be reflected in the form of an amendment hereto or as a Change Order pursuant to Section 5.24 of the RFP;

3. The Request for Proposal DCJS RFP CJS 2007-03 (RFP, other than Appendix A) and all DCJS issued clarifications to the RFP, including answers to one hundred and two submitted questions published on July 25, 2008 by DCJS on its public website and by email to Offerers who had timely submitted a Notice of Intent to Bid; DCJS Optional Feature Solution Description Item C.4 in Attachment 15 of the SABIS RFP clarification published July 31, 2008 by DCJS on its public website and by email to Offerers who had timely submitted a Notice of Intent to Bid;

4. Proposal of Sagem Morpho, Inc. in response to DCJS RFP CJS 2007-03, and as clarified by the Transcript of the October 6, 2008 Management Presentation of Sagem Morpho Inc., together with hard copy submission of PowerPoint® file containing slides used by SMI in the presentation, including but not limited to the following submissions filed therewith or prior to contract execution:

   - Firm Offer Letter dated August 8, 2008
   - Email to the DCJS Procurement Officer dated January 14, 2009
   - Clarification Subsequent to DCJS Clarification No. 13
   - Affirmation of No Conflicts of Interest
   - Irrevocable Standby Letter of Credit
   - OSC Consultant Services Form A and Form B Addendum
   - MacBride Fair Employment – Northern Ireland Non-Discrimination
   - Non Collusive Bidding Certification (Section 139-D)
   - NYS Standard Vendor Responsibility Questionnaire
   - DCJS Procurement Lobbying Guidelines (incorporated)
   - State Finance Law Section 139j and 139k affirmation
   - Affirmation of Understanding and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)
   - Disclosure of Prior Non Responsibility Determination
   - NYS Tax and Finance Contractor Certification
   - DCJS Non-Disclosure Agreement
   - Workers Compensation coverage certificate
   - Proof of Disability Benefits Insurance
5. **CONTRACT AND SUBMISSION CLARIFICATIONS**

5.1 **New Product Offerings, Price Lists, Component and Software Updates.** Pursuant to the Executive Law of the State of New York, agencies and authorized political subdivisions of the State of New York may enter into their own contract using the terms and conditions of this Agreement. SMI, as the successor to North American Morpho Systems, Inc. agrees to make available its products, supplemental products, pricing, and offerings for such purposes. Participation by agencies and authorized political subdivisions of the State of New York is subject to Credit approval by SMI, as DCJS is in no way obligated by those agencies' financial commitments. Regarding maintenance services, agencies and authorized political subdivisions must execute their own individual maintenance services agreements with SMI for the provision of those services under the same terms as in this Master Agreement.

5.2 Throughout the Contract term, the offerings proposed by SMI pursuant to this paragraph may be updated with the agreement of the Parties to reflect replacements or substitutes which provide equivalent functionality for equipment, and with additional accessories, parts, options, licenses, or services. These offerings do not relieve SMI of its technology refresh obligations provided under this Master Agreement with respect to DCJS. All such updated offerings will be incorporated into this Master Agreement by amendment.

6. **TERM OF THE AGREEMENT AND RENEWALS**

6.1 This Contract shall commence upon the date of its approval by the New York State Comptroller and shall continue for a period of ten (10) years. DCJS reserves the right to renew this Master Agreement, in whole or in part, for one additional five (5) year term and then five additional one (1) year terms upon the terms and at the rates set forth in the Contract.

6.2 The Contract will be subject to amendment only upon mutual written agreement of the Parties, which agreement must be approved by the Attorney General and the Comptroller of the State of New York. The State shall have the right to renegotiate the terms and conditions of this Contract in the event applicable State or Federal law, policy, rules, regulations and guidelines are altered from those existing at the time of the original contract in order to be in continuous compliance therewith.

7. **DELIVERY OF SABIS EQUIPMENT**

7.1 **SABIS Delivery.** SMI shall deliver the Hardware and Software comprising the System to the Installation Site(s) in accordance with the Installation Section of this Agreement, Section 8. SMI will prepare the SABIS for transportation, will make
arrangements for shipment, unloading and uncrating and placement within DCJS Installation Sites in accordance with the schedule as may be agreed to in writing.

7.2 Access. Subject to the provisions of Background Checks, DCJS shall provide SMI's personnel, SMI's suppliers, and SMI's subcontractors safe access to the Installation Sites and the SABIS at all times necessary or appropriate to enable SMI to perform its obligations under this Agreement. If DCJS is aware, or becomes aware of, the existence of any unsafe condition or hazardous material at the Installation Sites, DCJS shall promptly notify SMI of such condition in writing.

7.3 Security & Risk of Loss. The Installation Sites shall be located in a secure space, to be provided by DCJS at no cost to SMI. The Installation Sites will be accessible, before installation, to SMI's authorized personnel and agents, as may be agreed to by SMI and DCJS. DCJS accepts full risk of loss and damage for all Installation Site improvements, equipment, Hardware and Software that is part of this Agreement, once said Installation Site improvement, equipment, Hardware or Software is delivered to the Installation Sites, and inspection of said items by DCJS shows them to be in good working order and fit for their intended purpose.

7.4 Use of SMI's Property. DCJS shall make reasonable efforts to ensure that its personnel, agents, or designees will not use any property of SMI except as provided in this Agreement.

7.5 Installation Site Preparation. DCJS shall identify the potential location of each Installation Site as soon as it is practical after the Effective Date of this Agreement which location may be changed until such time as SMI commences work at the identified location. DCJS shall bear all costs associated with, and be responsible for, any Installation Site Preparation required by the installation of the SABIS. DCJS will: (i) consult with SMI concerning the suitability of the Installation Sites for the SABIS and its components; (ii) cooperate in development of a Site Preparation Plan integrated with SMI's schedule; and (iii) perform, or have performed, the Site Preparation required by the Site Preparation Plan in advance of SMI's installation work.

7.6 Storage Space. If so requested by SMI, DCJS shall provide SMI with storage space in close proximity to the Installation Site for spare parts (two storage cabinets) and work space when necessary and to the extent possible for use by SMI's maintenance personnel, in each case including adequate heat, light, ventilation, and electrical supply. This facility shall be provided at no charge to SMI. DCJS shall exercise reasonable care to ensure the physical security of all SMI property.

7.7 Relocation. DCJS shall notify SMI in writing at least sixty (60) days before relocation of any Installation Site. Any Installation Site relocation shall be at DCJS' sole risk, cost, and expense. Expenses attributable to Installation Site relocation are not covered under the warranty and shall be agreed to between the parties through a Change Order. SMI will relocate install, adjust, and test the relocated SABIS at its then-current service rates.
7.8 **Loan of SMI Property.** Any property owned by SMI and loaned to DCJS shall be used only for the performance of this Agreement. DCJS will return loaned property with no damage beyond reasonable wear and tear.

7.9 **Loss of Loaned SMI Property.** DCJS shall be responsible for any loss or any damage to property of SMI which results from willful misconduct or negligence on the part of DCJS. DCJS shall take all reasonable steps to protect SMI’s property from damage beyond reasonable wear and tear, loss, and destruction and, in the event of any such occurrence; DCJS shall immediately notify SMI and take reasonable steps to protect SMI’s property from further damage.

7.10 **Surrender of SMI’s Property.** DCJS shall surrender to SMI all property belonging to SMI upon completion, termination, or cancellation of this Agreement. All reference to DCJS under this section shall include any of its employees, agents, or subcontractors.

8. **SABIS INSTALLATION**

8.1 **Installation Following Delivery.** SMI’s personnel shall be responsible for the System’s Installation at the Installation Site(s) following SMI’s delivery of the SABIS components, pursuant to Section 7 of this Agreement. No installation work shall be performed by SMI until all Site Preparation has been completed by DCJS.

8.2 **Management and Control.** Pursuant to this Agreement, any use of the SABIS before Acceptance will be under SMI’s exclusive management and control. Any production use of the SABIS by DCJS prior to Acceptance will be deemed to begin the Warranty Period as of such use, and if such use by DCJS prior to Acceptance damages or delays SMI’s efforts to complete installation of the SABIS, all remedial efforts performed by SMI thereafter shall be at additional charge to DCJS.

9. **ENHANCEMENTS AND OTHER CHANGES**

9.1 **Changes.** After execution of this Agreement, either Party may propose changes, deletions or additions to the work to be performed under this Agreement in accordance with Section 5.24 of the RFP. These changes may include, but are not limited to, expansion of and enhancements to the SABIS and additional work in response to new and unforeseen circumstances. All such change requests must be submitted in writing to the other Party using the RFP Appendix M form to permit the tracking and management of change order requests. Within ten (10) days following such a request by either Party, SMI shall provide to DCJS a written estimate of the price, if any, to be paid by DCJS for the change or the amount by which the contract price shall be reduced. SMI shall not be required to implement any changes unless and until DCJS and SMI have agreed in writing through the Change Order process on the reasonable impact of such activity whether positive or negative on performance deadlines imposed on SMI or offered as an incentive under the RFP and upon the price or credit attributable to such change. Payment shall be made consistent with the provisions of the State Finance Law following acceptance of the SABIS. If there is any expansion, contraction, or enhancement to the SABIS under this paragraph, the maintenance charges payable under the Maintenance Services Agreement will be adjusted as necessary to reflect that change. Any such change in the maintenance charges shall be negotiated between DCJS and SMI. In the event
that a credit is due DCJS as a result of an agreed on change order, SMI shall issue an appropriate credit memoranda.

9.2 **Documentation.** Documentation must precede upgrades or changes made to the SABIS outlining any and all functionality changes which will be caused by the anticipated software or hardware change.

10. **DOCUMENTATION**

10.1 **General.** SMI shall deliver to DCJS all written documentation, operator guides, administrator guides, and training guides in an electronic format.

10.2 **Revisions.** If the Documentation is revised by SMI before expiration of the Term, the SMI shall deliver copies of revised pages or revised Documentation to DCJS at no additional cost.

11. **COOPERATIVE PURCHASING**

11.1 **Cooperative Purchase Effort.** In the event that SMI shall make available items and services under the terms, conditions, and pricing of this Master Agreement to agencies authorized by DCJS or by Legislation, the purchaser must be invoiced directly by SMI.

11.2 **Limitation.** Sanctioned agencies’ participation is subject to credit approval by SMI, as the State is in no way obligated by those agencies’ financial commitments. Sanctioned agencies include agencies who are qualified to purchase under the centralized contacts maintained by the State of New York Office of General Services (OGS), principally political subdivisions of the State of New York, and agencies authorized by Statute to purchase from SMI or its successor corporation.

11.3 **Maintenance.** Regarding maintenance services, agencies will execute their own individual maintenance services agreements with SMI for the provision of those services under the same terms as in this Master Agreement.

12. **PROPRIETARY RIGHTS**

12.1 **Title to Hardware.** Title to and risk of loss or damage to each item of Hardware sold to DCJS under this Agreement will pass to DCJS upon Acceptance, however such event does not relieve the parties of their continuing obligations and warranties under this Master Agreement and of their obligations and warranties which survive termination thereof.

12.2 **Proprietary Rights.** DCJS acknowledges that the SABIS System involves valuable patent, copyright, trade secret, and other proprietary rights of SMI or of SMI's suppliers. SMI reserves all such proprietary rights. No title to or ownership of any Software, any Confidential Information (as defined in Paragraph 12.3), or the
pant, copyright, trademark, trade secret, or other proprietary rights to the SABIS, is transferred to DCJS under this Agreement.

12.3 Confidential Information.

12.3.1 The following items shall be treated as Confidential Information to the extent allowed by the New York Freedom of Information Law (FOIL):

(a) the Software, including any update, enhancement, or other modification to the Software;

(b) the Documentation and any technical information, data, or documents provided by SMI to DCJS with respect to the SABIS;

(c) any other information or data provided to DCJS by SMI which SMI designates as "proprietary," "confidential," "restricted," or some similar designation.

12.3.2 Nondisclosure. DCJS shall take all reasonable precautions which are consistent with the FOIL to prevent:

(a) disclosure of any Confidential Information other than to its employees, agents, or representatives who need to know the Confidential Information for law enforcement purposes and who are under an obligation at least as protective as this Agreement to hold the Confidential Information in confidence or subject to an Order of a Court of Competent Jurisdiction;

(b) duplication of any Confidential Information; and

(c) use of any Confidential Information except in connection with use of the System by DCJS for law enforcement purposes.

12.3.3 Additional Safeguards.

(a) DCJS will comply with reasonable additional safeguards against improper disclosure, duplication, or use of SMI Confidential Information that SMI may request from time to time, provided that these safeguards do not interfere with or increase the cost of DCJS' use of the System.

(b) SMI acknowledges that DCJS may be subject to public disclosure laws and that this Agreement may be a public record. Any specific information that is claimed by SMI to be confidential or proprietary, shall be clearly identified as such by SMI, and to the extent consistent with its public records laws, DCJS shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view SMI’s proprietary information, DCJS will notify SMI of the request and of the date that such records will be released with sufficient time to allow SMI to obtain a court order enjoining that disclosure. If SMI fails to obtain a court order enjoining disclosure, DCJS will release the requested information on the date previously specified.

12.3.4 Confidentiality of DCJS Information. With respect to any information or data provided to SMI by DCJS which DCJS designates as "proprietary," "confidential," "restricted," or by some similar designation, and which is not otherwise
known by SMI [the “DCJS Confidential Information”] and except as otherwise authorized in writing by DCJS, SMI shall take all reasonable precautions to prevent:

a) disclosure of any DCJS Confidential Information (other than to its employees, agents, or representatives who need to know DCJS Confidential Information and who are under an obligation at least as protective as this Agreement to hold DCJS Confidential Information in confidence);

b) duplication of any DCJS Confidential Information; and

c) use of DCJS Confidential Information in any way other than with regard to SMI’s performance of this Agreement.

13. MISCELLANEOUS OBLIGATIONS OF SMI

13.1 Designated Person. SMI will designate a Project Manager who will coordinate all activities with DCJS. This person (or a designated alternate) shall be available during all Working Hours to make decisions on behalf of SMI.

13.2 Availability. SMI’s technical personnel shall be available to DCJS to install the SABIS and to provide all advice reasonably required by DCJS in connection with this Agreement at all times during Working Hours.

13.3 Physical and Fire Security. While on the DCJS’ premises, SMI, its agents, or Subcontractors shall conform in all respects with physical, fire, or other security regulations that have been communicated to SMI

13.4 Loan of DCJS Property. Any property owned by DCJS and loaned to SMI shall be used only for the performance of this Agreement.

13.5 Loss of Loaned DCJS Property. SMI shall be responsible for any loss or any damage to property of the DCJS which results from willful misconduct or negligence on the part of SMI or which results from the failure on the part of SMI to maintain and administer that property in accordance with sound management practices, or to insure that the property will be returned to the DCJS in the same condition as such property was tendered. Upon the happening of loss, or the destruction of, or damage to, any State property, SMI shall notify DCJS thereof and shall take all reasonable steps to protect State’s property from further damage.

13.6 Surrender of DCJS Property. SMI shall surrender to DCJS all property belonging to DCJS upon completion, termination, or cancellation of this Agreement. All reference to SMI under this section shall include any of its employees, agents, or subcontractors.

13.7 Equal Opportunity Employer. SMI will, in all solicitations or advertisements for employees placed by or on behalf of SMI state that SMI is an Equal Opportunity Employer.

13.8 Background Checks. All SMI and subcontractor personnel may be fingerprinted and/or subject to a background investigation conducted by New York
State. New York State has the option to deny project participation to any SMI and/or any subcontractor.

14. **WARRANTY AND REMEDIES**

14.1 **Warranty.** SMI warrants that, during the Term, the SABIS will operate in all material respects in accordance with the specification set forth in the Proposal, as such may be amended under this Agreement, subject to the exceptions stated in Paragraph 14.3 (Exceptions). The Warranty shall apply to any update, modification, or enhancement installed during the Term under provisions of Section 14 and to any replacement equipment installed under the Warranty. SMI warrants that the System will work or function for all intended purposes for the duration of the Term.

14.2 **Remedies of DCJS.** In addition to any remedy which may be available to DCJS under the terms of the RFP, if the System fails to comply with the Warranty and if DCJS provides written notice of such noncompliance to SMI during the Term, then SMI shall adjust or repair the Hardware and correct errors in the Software, or, at SMI’s option, replace all or any part of the System at no cost to DCJS.

14.3 **Exceptions.** The Warranty shall not include any replacements or repairs necessary to correct any System failure attributable in whole or in part to:

   (a) any failure by DCJS to continually provide or maintain a suitable installation environment at the Installation Sites in accordance with the Site Preparation Plan, and any other reasonable requirements;

   (b) any neglect or misuse of the System by DCJS or any third party, or use or attempted use of the System for purposes other than that for which it was designed;

   (c) any alteration, relocation, maintenance, attachment, or repair to the System not performed by SMI or any use of software, supplies, materials, attachments, interconnections, accessories, power, or other goods or services not supplied or approved by SMI.

   (d) DCJS' failure to comply with the procedures set forth in Paragraph 14.4.

14.4 **Notice of Failure.** DCJS shall immediately notify SMI of any failure of the System to the extent that DCJS is aware of such failure. DCJS is responsible for requesting services provided by the RFP under this Agreement.

14.5 **Warranty-Related Provisions.**

14.5.1 **New Parts.** All parts furnished throughout the Term will be provided at SMI's expense. Replacement parts shall be new, or parts equivalent to new parts, when used in connection with the SABIS. Parts removed from the SABIS shall become the property of SMI. Parts installed in the SABIS shall become the property of DCJS.

14.5.2 **Replacement Parts.** Title to and risk of loss of all parts returned by DCJS to SMI shall at all times remain with DCJS, except that title to and risk of
loss of a returned item shall pass to SMI upon SMI's receipt of that item. Title to and risk of loss of any item furnished by SMI as a replacement for such item shall pass to DCJS upon DCJS' receipt of that item.

15. INDEMNIFICATION AND LIMITATION OF LIABILITY

a. SMI shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the State of New York and DCJS from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible or intangible property caused by SMI, its agents, employees, partners or subcontractors, without limitation; provided, however, that SMI shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of DCJS.

b. SMI will indemnify, defend and hold the State of New York, DCJS and entities who have been authorized by DCJS to participate ("Authorized Participating Users" or "Authorized Users") and with whom SMI and DCJS has agreed to install or place products or provide services as defined in this Master Agreement harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State of New York, DCJS and its Authorized Participating Users in any action for infringement of a Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the DCJS shall give SMI: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at SMI's sole expense, and (iii) assistance in the defense of any such action at the expense of SMI. Where a dispute or claim arises relative to a real or anticipated infringement, the State of New York and DCJS may require SMI, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the State of New York and DCJS shall require.

c. SMI will indemnify the State of New York and DCJS without limitation against any claims brought against the State of New York or DCJS by reason of a wrongful disclosure of confidential information attributed to SMI or any SMI employee and will cooperate fully with DCJS and the Attorney General of the State of New York in defense of the claim.

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

16. NOTICES & CONTACTS

A. Level One – Primary Administrative and Designated Manager Contact. For purposes of administrative notification and other communications regarding the day to day implementation, installation, delivery, integration, training and other operational processes or administrative procedures in connection with the Master Agreement, the following contacts are designated by Title with the name of the current incumbent are designated as each Party’s primary authorized administrative and operational contact person:

Sagem Morpho, Inc.:

**Primary Administrative Contact**
Contact Title: Senior Account Manager

Current Incumbent: Tony Morris
Mailing Address: Sagem Morpho, Inc.
3 Washington Square
Washington Avenue Extension
Albany, NY 12205

Telephone: 518-452-3502
Facsimile: 518-452-3581
Email: tony.morris@morpho.com

**Designated Manager**
Contact Title: Project Manager
Current Incumbent: Catherine Kienlen
Mailing Address: Sagem Morpho, Inc.
3 Washington Square
Washington Avenue Extension
Albany, NY 12205

Page 16 of 66
Telephone: 518-452-3502
Facsimile: 518-452-3581
Email: catherine.kienlen@morpho.com

DCJS:

Primary Administrative Contact
Contact Title: Chief, Systems Planning and Standards
Current Incumbent: Ms. Valerie Shanley
Mailing Address: NYS Division of Criminal Justice Services
4 Tower Place
Albany, NY 12203-3764
Telephone: 518-457-5999
Facsimile: 518-457-6109
Email: Valerie.shanley@dcjs.state.ny.us

Designated Manager
Contact Title: SABIS Project Manager
Current Incumbent: Ms. Beth Bloodgood
Mailing Address: NYS Division of Criminal Justice Services
4 Tower Place
Albany, NY 12203-3764
Telephone: 518-457-0664
Facsimile: 518-485-1859
Email: beth.bloodgood@dcjs.state.ny.us

B. Level Two – Primary Master Agreement/Legal Notice Contact. For purposes of legal notice concerning this Master Agreement, and for escalation of issues and resolution of disputes in connection with the Master Agreement, the following contacts are designated by Title with the name of the current incumbent are designated as each Party’s primary authorized administrative and operational contact person:
17. **DISPUTE RESOLUTION PROCESS**

17.1 DCJS and SMI shall, in good faith and in a timely manner, attempt to resolve all disputes arising under this Master Agreement informally between them. DCJS and SMI agree to the use of the following procedures should a dispute arise concerning their rights and responsibilities under this Master Agreement or any other conflict in the event an informal resolution cannot be reached.
A. The DCJS Designated Manager and The SMI Designated Manager identified as Level One contacts herein will be provided the first opportunity to solve the dispute.

B. If the Designated Managers together cannot resolve the dispute within five (5) business days from the date on which the dispute was referred as a Level One dispute, they will refer the dispute, in a written memorandum, to the Primary Contacts identified as Level Two herein above. The written memorandum shall contain a description of the disputed issue and the date of event causing the dispute, and shall document the resolution efforts of the Level One contacts.

C. If the preceding steps do not lead to an agreement within ten (10) business days from the date on which the dispute was referred as a Level Two dispute, the Executive Deputy Commissioner of the Division of Criminal Justice Services or his or her designee and the Senior Vice President of Account Management and Operations of SMI as the Senior Relationship Executive will meet to attempt a final resolution of the matter. For purposes of this Master Agreement, “Senior Relationship Executive” shall mean a corporate officer of SMI authorized to resolve and implement resolution of disputes.

D. The foregoing dispute resolution procedure, or any determination or equitable allocation of costs included therein, shall not be deemed to limit either Party’s rights or remedies under this Master Agreement in any legal proceeding.

18. FAILURE TO MATERIALLY COMPLY

18.1 In the event of a dispute based upon an allegation of the failure to materially comply with any provision of this Master Agreement, the Parties may pursue any remedy available to them under this Master Agreement or otherwise without pursuing the dispute resolution process set forth herein, including but not limited to the initiation of a draw on the Standby Letter of Credit Provided for in this Master Agreement.

18.2 The phrase “failure to materially comply with any provision of this Master Agreement” shall be defined to mean any deficiency of either Party’s performance which, either as a stand alone event, or as an aggregation of multiple events over time that (i) results in the failure of the SABIS System to operate as specified including the timely and accurate processing and management of finger print and palm print submissions of individuals and record and data management for authorized agencies and entities participating under this SABIS; (ii) constitutes a substantial and continuing violation of the warranties of this Master Agreement including those required by the RFP and those contained in SMI’s Offering; or (iii) threatens the public safety of those citizens and entities served by the SABIS.

18.3 Obligation of the Parties to Disclose. Each Party has a mutual affirmative obligation to immediately notify the other Party in writing at any time that a potential
or actual material defect or breach in performance becomes known to the Party, time being of the essence. This affirmative obligation to disclose includes that Party’s own non-compliance as well as the non-compliance of the other Party. The notice shall specify in reasonable detail the nature and evidence of the alleged failure to materially comply. The provision of this notice by either Party shall not diminish either Party’s right(s) to pursue legal or equitable remedies available to it. Failure to disclose shall constitute a failure to materially comply hereunder.

19. **MISCELLANEOUS**

19.1 **Notice of Termination.** In the event that DCJS issues a Notice of Termination under the terms of this Master Agreement, such notice shall be in writing and shall be provided to the Level Two Contacts identified in Section 16. NOTICES & CONTACTS above herein.

19.2 **Termination for False Certifications.** The Division of Criminal Justice Services reserves the right to terminate this Contract in the event it is found that the certification filed by Offerer in accordance with New York State Finance Law § 139-k was intentionally false or intentionally incomplete. Upon such finding, the Division of Criminal Justice Services may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this Contract.

19.3 **Payment of Outstanding New York State Liabilities.** All outstanding tax warrants against SMI in favor of the State of New York must be satisfied prior to contract execution or a payment schedule acceptable to the State of New York arranged for their speedy satisfaction.

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

19.5 **Not Employees of the State.** The Parties agree that that SMI is an independent contractor. SMI, its employees, agents, officers and subcontractors performing on this Master Agreement, shall act in an independent capacity and not as officers or employees of the State or DCJS. Social security, unemployment insurance, and like taxes for SMI’s employees remain the responsibility of SMI. The Parties agree that SMI staff are not employees of the State of New York and are not governed by Civil Service rules and regulations.
19.6 **Taxation and Export Law.**

a. DCJS is an Executive Agency of the State of New York and is exempt from payment of sales, use, and other taxes, including but not limited to ad valorem taxes and all applicable export and import fees, customs duties and similar charges.

b. Software delivered hereunder may be subject to U.S. export control laws and regulations and the respective Party licensees agree to comply with all such applicable laws and regulations as may be applicable to the extent of use.

19.7 **Headings are for convenience and are of no legal consequence.** The Parties agree that headings, sectional division, page numbers, and spacing contained within this Master Agreement are of no legal significance and are provided merely as a reference for ease of reference and review.

19.8 **Interpretation and Construction and Venue.**

a. This Master Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

b. Pending conclusion of any dispute, the construction placed upon this Master Agreement by DCJS shall govern operation hereunder and SMI shall continue to perform under this Master Agreement.

c. All legal proceedings and actions brought against DCJS by SMI shall be pursued in the New York State court SABIS and the venue shall be in Albany, New York.

19.9 **Entire Agreement and Survival.**

a. This Master Agreement constitutes the entire agreement between the Parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained, incorporated or referenced herein shall be binding or valid. The terms, provisions, representations and warranties contained in this Master Agreement shall survive performance hereunder. This Master Agreement shall not be changed, modified or altered in any manner, other than as provided in this Agreement, except by a written instrument executed by the Parties and approved by the Office of the State Comptroller. The terms, provisions, representations and warranties contained in the Contract shall survive performance hereunder.

b. On and after the expiration or termination of this Master Agreement for whatever reason, SMI shall afford DCJS an opportunity to procure maintenance services and such parts, upgrades, options and accessories as SMI is then making available to any of its other customers at pricing and terms then in effect.
19.10 **Required Approvals.** This Master Agreement shall not be deemed executed, valid, or binding unless and until approved in writing by the Department of Law and the Office of the State Comptroller.

19.11 **Workers Compensation.**

a. Form WC/DB-100, previously used to demonstrate exemption from Workers' Compensation and/or disability insurance benefits insurance can no longer be used after December 1, 2008. Sections §57 and §220[6] of the Workers' Compensation Law require the heads of all municipal and State entities to ensure that businesses applying for permits, licenses or contracts have appropriate workers' compensation and disability benefits insurance coverage. Contractor hereby acknowledges and agrees to be bound by the terms of the New York Workers' Compensation Law.

b. To comply with the coverage provisions of the Workers’ Compensation Law, businesses must either:
   i) be legally exempt from obtaining workers’ compensation insurance coverage;
   OR
   ii) obtain such coverage from insurance carriers; OR
   iii) be a Board-approved self-insured employer or participate in an authorized group self-insurance plan.

c. **SMI agrees to provide one** of the following forms to the DCJS prior to execution of the Contract. DCJS cannot submit the Contract to the Office of the State Comptroller for review and approval without one of the following, **EITHER**

   i) Form **CE-200**, Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage;

   Note: Beginning December 1, 2008, Form CE-200 can be filled out electronically on the Workers' Compensation Board’s [http://www.wcb.state.ny.us](http://www.wcb.state.ny.us) under the heading “Forms.” Applicants filing electronically are able to print a finished Form CE-200 immediately upon, completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers’ Compensation Board. OR

   B) Form **C-105.2** -- Certificate of Workers’ Compensation Insurance (the business’s insurance carrier will send this form to the government entity upon request) **PLEASE NOTE:** The State Insurance Fund provides its own version of this form, the U-26.3; OR

   C) Form **SI-12** -- Certificate of Workers’ Compensation Self-Insurance (the business calls the Board’s Self-Insurance Office at 518-402-0247), OR **GSI-105.2** -- Certificate of Participation in Worker’s Compensation Group Self-Insurance (the business’s Group Self-Insurance Administrator will send this form to the government entity upon request).
Note that Form WC/DB-100, currently used to demonstrate exemption from
Workers’ Compensation and/or disability insurance benefits insurance will no longer
be valid after December 1, 2008. For more information please see
http://www.wcb.state.ny.us or you may contact the Workers’ Compensation Board at
the telephone numbers below:

Albany: (518) 486-3349  Manhattan: (212) 932-7576
Binghamton: (607) 721-8179  Peekskill: (914) 788-5804
Brooklyn: (718) 802-6870  Queens: (718) 523-8409
Buffalo: (716) 842-2057  Rochester: (585) 238-8335
Hauppauge: (631) 952-6698  Syracuse: (315) 423-1141
Hempstead: (516) 560-7741

20. AGENCY CERTIFICATION BY DCJS

In addition to the acceptance of this Contract, I also certify that original copies of this
signature page will be attached to all other exact copies of this Contract.

IN WITNESS WHEREOF, the Parties therefore hereby execute their mutual
agreement to the terms of this Master Agreement, bearing New York State
Comptroller’s Contract Number C002102. This Master Agreement constitutes a
binding contract between the Parties as of the day and year indicated below that the
approval of the Comptroller of the State of New York or staff of the Office of the
State Comptroller (OSC) designated for such purpose was received. The Parties
further agree that, where SMI is asked to execute six (6) original copies of this
signature page along with a complete original copy of this Master Agreement, that
the approved signature page will be affixed by DCJS upon its receipt of final
approval of the Comptroller of the State of New York or staff of the Office of the
State Comptroller (OSC) designated for such purpose, to additional copies of this
Master Agreement which conform exactly to the complete original copy as submitted
by SMI and executed simultaneously therewith.
Sagem Morpho, Inc. (SMI)

By: Jean-Yves Guedon
Senior Vice President
Sagem Morpho, Inc.

Date: 4/30/2009

State of New York, DCJS

By: Anne Roest
Deputy Commissioner
State of New York, DCJS

Date: 5/14/2009

SAGEM MORPHO, INC. ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF PIERCE

On the 30th day of April in the year 2009, before me personally appeared Jean-Yves Guedon, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at 1145 Broadway Plaza, Suite 200, Town of Tacoma, County of Pierce, State of Washington; and further that he is a duly authorized officer of Sagem Morpho, Inc.; that he is authorized to execute the foregoing instrument on behalf of Sagem Morpho, Inc. for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

[Notary Seal]

Page 24 of 66
STATE OF NEW YORK ACKNOWLEDGMENT

STATE OF \textit{New York}\hspace{1cm} \{\hspace{1cm} ss \hspace{1cm} \}

COUNTY OF \textit{Albany}\hspace{1cm} \{\hspace{1cm} \}

On the \textit{14th} day of \textit{May} \hspace{1cm} in the year \textit{2021}, before me personally appeared Anne Roest, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that she resides at \textit{4 Town Place},

\textit{Guilderland},

\textit{Albany County}\hspace{1cm} \{\hspace{1cm} \}, State of \textit{New York}; and further that she is the Deputy Commissioner of the Division of Criminal Justice Services, an Agency of the State of New York, that she is authorized to execute the foregoing instrument on behalf of the Division of Criminal Justice Services for the purposes set forth therein; and that, pursuant to that authority, she executed the foregoing instrument in the name of and on behalf of the Division of Criminal Justice Services.

\textbf{Notary Public}

\begin{center}
\includegraphics[width=0.5\textwidth]{signature}
\end{center}

\textit{JOHN JEFFREY MCGRATH}
\textit{NOTARY PUBLIC-STATE OF NEW YORK}
\textit{No. 02MC6103256}
\textit{Qualified in Albany County}
\textit{Commission Expires December 22, 2021}
Sagem Morpho, Inc. and the State of New York, DCJS

NYS COMPTROLLERS CONTRACT NUMBER C002102

Approved:

Andrew M. Cuomo
Attorney General

By ____________________________

Date __________________________

Approved:

Thomas P. DiNapoli
State Comptroller

By ____________________________

Date __________________________
Appendix 1
Clarifications between the Parties

Introduction

Following the Notification of Award issued by the State of New York Division of Criminal Justice Services (DCJS) to Sagem Morpho, Inc. (SMI) on November 7, 2008, the Parties commenced negotiations for the purpose of developing a Master Agreement (Agreement) for approval by the Attorney General and the Comptroller of the State of New York (Comptroller). It was agreed that the Parties would identify their respective questions and request desired clarifications and that the Parties would work through each of the questions and requests until resolved to the mutual satisfaction of the Parties. The Parties further agreed to include these Questions and Clarifications and the answers thereto in the Master Agreement by incorporating them into this appendix so that they would become a part of the Agreement. This Appendix contains the resolution of the Parties to the questions and requests for clarifications raised during the negotiations. Nothing herein changes the operation of the procedures for Dispute Resolution contained within the Master Agreement. The purpose of this Appendix is to record the parameters of agreement which the Parties arrived at during negotiations.

SMI Clarification 1
Provide Contract Mechanisms for future SABIS Expansion and Growth

SMI requested that they be provided an opportunity to provide supplemental pricing, offerings and purchase terms to DCJS and to include such information in the Master Agreement. Pursuant to the Executive Law of the State of New York, agencies and political subdivisions of the State of New York are authorized to make purchases through the DCJS Morpho agreement, and SMI is making available supplemental pricing, offerings, and purchase terms for such purposes. This material will be included in the Master Agreement when delivered and agreed to by DCJS.

SMI Clarification 2
Plan for Optional Feature Delivery

As confirmed in SMI clarification of September 16, 2008, all of the options offered in the SMI Proposal are available to DCJS at no cost. DCJS has confirmed during clarification discussions that all options will be exercised as part of system development and implementation. SMI has reviewed the project schedule to determine the schedule impact as referenced in the SMI clarification of September 16th. As previously stated and subsequently confirmed, the base system including all items listed as mandatory as well those optional items defined as COTS and customized are included in the order which is the subject of the incentive period as described in the RFP for the delivery of the base system.

SMI Clarification 3
Accuracy

The Parties will jointly agree on the test set of finger prints and palm prints to be utilized to measure accuracy based on the RFP specification. The test set will be comparable to the actual DCJS production database.
SMI Clarification 4
Project Schedule and Tasks

SMI has expressed concern that if DCJS does not meet schedule then they will be disadvantaged in respect to the incentive through no fault of their own. DCJS notes the concern of SMI and commits to SMI that it will use its best efforts to take all actions required of DCJS within the times required under this Agreement, or where no time within which performance must be completed under the terms of this Agreement is specified that the Parties will together determine a suitable time which shall be consistent with the performance of similar tasks under similar circumstances.

SMI Clarification 5
Order of Precedence – Requirements Definition Document

Following the execution and approval of this Agreement by the State Comptroller, SMI shall develop a detailed Requirements Definition Document which when completed shall be included when delivered and agreed to by DCJS.

SMI Clarification 6
Archive System & Implementation Schedule

The SAFIS Data Extract Project is not at issue in this Master Agreement. SMI is concerned that there is not a sufficient amount of time between the SAFIS Data Extract Project start date and the SABIS Implementation T0 date. It is SMI’s position that the proposed SABIS implementation schedule was dependent on the assumption of a SAFIS Data Archive populated with NIST-compliant records already extracted from the SAFIS as per the DCJS SABIS RFP.

SAFIS data “extraction” and “conversion” are separate activities and cannot be performed simultaneously. DCJS agrees with this assessment. In anticipating some of the SABIS activities, SMI wants to clarify that such work will require the cooperation of DCJS in order to prevent SABIS implementation project slippage.

SMI’s timeline is predicated on an April 7th start date for the SAFIS Extract Project due to SABIS implementation schedule dependencies on extracted SAFIS data being available. If the SABIS Contract is submitted to the OSC on the same day (April 7th) or later, SMI agrees with a SABIS Implementation T0 date of July 7th (3 months after the SAFIS Extract Project start date) or later. SMI has no problem with this timeline provided DCJS concurs.

Therefore, the Parties agree that the maximum time provided for completion of the deliverables as defined in the SAFIS Data Extract Statement of Work is to be six (6) months from the SAFIS Extract Project Start Date. SMI fully understands that if the OSC approves of the SABIS Contract ninety (90) days after it is signed, there will be a three-month overlap between the SAFIS Data Extract Project and the SABIS implementation schedule. The SAFIS Extract Project timeline shall run concurrently and independent of the time required by the Comptroller and the Attorney General of the State of New York for approval pursuant to Section 112 of the State Finance Law of the State of New York.
SMI Clarification 7  
New York City Palmprints

The New York City Palmprint question is separate from this Master Agreement.

SMI Clarification 8  
DCJS Use of SMI Facilities – Office Space

DCJS has made commitment to SMI to utilize Office Space at the SMI Albany facility.

SMI Clarification 9  
Measuring SABIS System Availability

SMI and DCJS agree to mutually develop the parameters under which the 99.95% system availability requirement will be measured. DCJS agrees to evaluate any approach to system availability and performance which may be advanced by SMI within a reasonable timeframe. The approval of DCJS as to such an approach shall not be unreasonably withheld. SMI agrees that damages as a result of downtime have implications beyond loss of productivity, including the potential that individuals may be released into the community who would otherwise have been held because of status as a sex offender, wanted person, outstanding warrants and similar reasons, and that DCJS may suffer direct or consequential damages in such an event which cannot necessarily be quantified only in monetary terms.

DCJS Clarification 1  
MQ Series

SMI agrees that MQ series will be configured to guarantee that message delivery occurs.

DCJS Clarification 2  
Unverified Top Candidate

SMI agrees to display on the Digiscan and on the Morpho RapID a disclaimer message stating that “this is an unverified top candidate.”

DCJS Clarification 3  
Conversion Plan

DCJS agrees that SMI is solely responsible for the quality of the conversion. DCJS may, at its sole discretion, perform quality reviews (“QA”) of data as it is converted by SMI into the new SABIS database. During this optional QA, DCJS may present conversion issues, based on its data review, to SMI; SMI is then responsible for correcting the converted data and correcting the conversion process to prevent the same error(s) from occurring in data not yet converted to SABIS. DCJS agrees that if it chooses to perform QA on the converted data DCJS will complete its QA within a reasonable time frame, not to exceed six (6) calendar weeks following the completion of the conversion of all data to SABIS provided that all critical conversion issues have been resolved by SMI to the satisfaction of DCJS.
DCJS Clarification 4
Destruction of DCJS Data

DCJS initially demanded compliance with USDOD 5220-22-M3, which was not included in the RFP. DCJS has agreed to utilize existing CJIS and CSCIC policies, with which SMI is already familiar.

DCJS Clarification 5
CCH

SMI agrees that there must be loose coupling between the SABIS and DCJS CCH applications. The words “loose coupling” are intended to mean that the failure to perform or degradation of performance levels of either the SABIS or DCJS CCH shall not be the cause of degradation of performance of the other system from operating within normal parameters.

DCJS Clarification 6
High Availability

DCJS has expressed to SMI that the current DCJS environment cannot be part of the SMI High Availability solution. The Parties then had an opportunity to discuss at length the DCJS objective of minimizing the impact of CCH failures or degradation on SABIS performance. The Parties agree that DCJS is not looking to replicate its current existing processes but rather desires to take advantage of new technologies developed since the design of the existing DCJS system (e.g., automated work flow) which permit a reduction in the level of external dependencies of the system. SMI agrees that the requirements definition phase will include the task of determining the amount of interdependent interconnection between the CCH and SABIS which will be acceptable to DCJS. DCJS and SMI agree that this is not a change to the RFP and SMI agrees that this activity will not result in a change order.

DCJS Clarification 7
Project Schedule

SMI and DCJS shall jointly complete a project schedule within sixty (60) days of the approval of the Contract by the Comptroller of the State of New York.

DCJS Clarification 8
Access to MASS

SMI will provide DCJS with appropriate access to systems, services, and utilities in order to satisfy all support and monitoring requirements as defined in the RFP.

DCJS Clarification 9
Logistics Support Plan

At the request of DCJS, SMI clarified its plan as to how it would provide maintenance and support services as it relates to the responsibilities of SMI and DCJS. DCJS has reviewed the clarified plan and has determined that it is acceptable. The plan is included herewith.
DCJS Clarification 10
Response Time

The SMI Proposal stated that SMI would meet mandatory requirement number 24 under normal conditions of operations. Following discussion, DCJS has determined that the proposal provisions are acceptable as originally stated.

DCJS Clarification 11
Monthly Reporting

SMI agrees that DCJS will be given the opportunity to review and approve the mechanism for measuring and reporting monthly response time and accuracy.

DCJS Clarification 12
Access to Incident Tracking System

There were no provisions in the SMI proposal regarding access to the SMI incident tracking system. Following discussion, the Parties agreed that SMI will provide to DCJS timely and sufficient problem tracking reports and copies of captured logs associated with any incident reported logged to the incident tracking system.

DCJS Clarification 13
System Availability

As stated by DCJS in the RFP and clarified by Sagem Morpho in response to SABIS Clarification questions dated September 17, 2008 system availability for any single month will meet or exceed the stated requirement of 99.5%. Sagem Morpho guarantees an average monthly system availability rate of 99.95% as stated in our proposal.

DCJS Clarification 14
Problem Escalation

The SMI proposal provided that SMI will escalate an issue to the SMI Vice President of Operations if an operation or maintenance or performance problem had not been resolved during lower level procedures. After discussion, the Parties agreed to an eight hour time period for this stage as defined in the SMI proposal. This agreement applies in addition to the dispute resolution provisions of the Master Agreement.

DCJS Clarification 15
Continuing Technology Refresh Levels

DCJS had insisted that SMI ensure that the software and hardware were at a supportable level regardless of the timing established by the technology refresh schedule. DCJS stated that the required
support level is that SMI maintain the SABIS system at not more than two versions behind the current version then placed into commerce for sale by SMI. SMI pointed out that the version levels can be related to multiple applications, all of which must be accommodated, which may result in a decision not to upgrade. The Parties agree that the Executive Steering Committee would determine the suitability of implementing an available upgrade and that DCJS, at its sole discretion, would have the final approval.

DCJS Clarification 16
Performance Testing

SMI agrees that performance testing will be a discrete task and will be separate from accuracy testing, and will occur in production or in a production-equivalent environment.

DCJS Clarification 17
Work Flow

SMI agrees that the SABIS workflow will be developed, maintained, upgraded, and tested by SMI throughout the term of the Agreement.

DCJS Clarification 18
Throughput Volumes

SMI provided DCJS with a five page document setting forth SABIS Performance and Capacity Requirements Assumptions and Limitations. Within this document SMI has defined the impact of the Palm MRE option on the SABIS. DCJS reviewed this document and is in agreement with its contents. The document is included herewith.

SMI wants to make sure that both DCJS and SMI are in agreement and fully understand the impact of the Palm MRE option on SABIS throughput and capacity. The subject of Palm Multiple Registration Events (MRE) has been extensively deliberated by the Parties. MRE is an option which DCJS has specified is included for delivery with the SABIS at installation, and SMI agrees to deliver the SABIS with the MRE option installed.

DCJS’ position has been that SMI’s SABIS proposal included the database capacity and throughput necessary for the Palm MRE option at no additional cost. SMI’s position has been that the SABIS proposal included the functionality only and that the SABIS was sized for mono-registration (composite) palms.

Sagem Morpho recognizes the need for a compromise with DCJS and is prepared to offer the Palm MRE functionality including the hardware necessary for associated throughput and capacity apart from a change order.

Conversely, while this particular issue is outside the scope of the Agreement, DCJS understands that DCJS may need to issue a change order if DCJS needs to expand its capacity due to a greater initial palm print load than was set forth in the RFP estimate of 700,000 individuals from the NYPD database.
DCJS SABIS Clarification #18
(Proposal Section C, Paragraph C.1, page C-4)

Sagem Morpho SABIS Proposal - RFP CJS2007-03

SABIS Performance & Capacity Assumptions

Introduction
The SABIS RFP requires that the Offerer’s proposal include all the hardware and software required to satisfy database, throughput and performance requirements for the SABIS for the duration of the contract. To determine the necessary SABIS configuration and its evolution over the contract period it is necessary to define, among other things, database sizing and throughput requirements for each year of the contract. These two variables are critical to system design, but specifically can have a significant impact on matcher configuration. Given the RFP requirements it is critical to understand and plan for database capacity and throughput requirements for the duration of the contract.

Where available, Sagem Morpho has used capacity and performance values given by DCJS in the SABIS RFP or values established in the follow-on questions and answers. Where not available, Sagem Morpho used best estimates based on known past DCJS performance or typical performance from similar ABIS customers and has expressed these assumptions in our SABIS proposal.

Sagem Morpho has made a good faith effort to propose a SABIS solution that meets or exceeds DCJS requirements for database capacity and system throughput based on the RFP requirements, the DCJS business model and our experience with ABIS best practice.

Clarification
The following assumptions were extracted from the Sagem Morpho SABIS proposal including assumptions from our response to item #3 on pages C-3 through C-4 and to item A.9, on page C-128 and have been further clarified based on discussions with DCJS during SABIS contract negotiations.
Attachment 5

LOGISTICS SUPPORT PLAN
FOR THE NYS DIVISION OF CRIMINAL JUSTICE SERVICES
STATEWIDE AUTOMATED BIOMETRIC IDENTIFICATION SYSTEM (SABIS)

Doc. D.2
Final Release
February 19, 2009

Copyright - 2008
All rights reserved.
Duplication prohibited except by written permission from
Sagem Morpho, Inc.
1145 Broadway Plaza
Tacoma, Washington 98402
(253) 383-3617
Logistics Support Plan (Item C.4)
Figure 3: Sagem Morpho Support Organization
Logistics Support Plan (Item C.4)
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APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS
PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.
# TABLE OF CONTENTS

1. Executory Clause  
2. Non-Assignment Clause  
3. Comptroller’s Approval  
4. Workers’ Compensation Benefits  
5. Non-Discrimination Requirements  
7. Non-Collusive Bidding Certification  
8. International Boycott Prohibition  
9. Set-Off Rights  
10. Records  
11. Identifying Information and Privacy Notification  
12. Equal Employment Opportunities For Minorities and Women  
13. Conflicting Terms  
14. Governing Law  
15. Late Payment  
16. No Arbitration  
17. Service of Process  
18. Prohibition on Purchase of Tropical Hardwoods  
19. MacBride Fair Employment Principles  
20. Omnibus Procurement Act of 1992  
22. Purchases of Apparel
STANDARD CLAUSES FOR NYS CONTRACTS

APPENDIX A

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

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 229 as well as possible termination of this contract and forfeiture of all monies due hereunder for a second or subsequent violation.

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

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this contract (hereinafter collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the
Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

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

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

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (1) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law regarding equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

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

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

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

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

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

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

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

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

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

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

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

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

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

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

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

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

22. **PURCHASES OF APPAREL.** In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.
ASSIGNMENT OF CONTRACT NO. C002102 BETWEEN
DIVISION OF CRIMINAL JUSTICE SERVICES AND THE
NYS OFFICE OF INFORMATION TECHNOLOGY SERVICES (ITS)
NOW TO BE KNOWN AS
ITS CONTRACT NO. C002102

THIS ASSIGNMENT is made by and between the Division of Criminal Justice Services (Contracting Agency) and the New York State Office of Information Technology Services (ITS) and shall be collectively known herein as the Parties.

WHEREAS, Contracting Agency has heretofore entered into a contract, Contract No. C002102 (hereinafter “Contract”), with MORPHOTRAK INC (Contractor) which expires on 9/21/2019; and

WHEREAS, pursuant to Chapter 55, Part N of the Laws of 2013, certain information technology staff and services were consolidated and transferred into ITS. Further, pursuant to Chapter 50 of the Laws of 2014, any contracts which were previously funded in other agencies, but which are now, due to the consolidation of information technology services, funded by ITS shall be deemed assigned from the agency which previously funded such contracts to ITS. This consolidation and transference of information technology staff and services necessitates the assignment of the Contract from Contracting Agency to ITS in order for ITS to perform its statutory function; and

WHEREAS, ITS wishes to receive an assignment of the Contract between Contracting Agency and the Contractor; and

WHEREAS, Contracting Agency seeks to assign all rights, responsibilities, title and interest in and to such contract to ITS and ITS is willing to assume the rights and obligations of Contracting Agency under the Contract; and

WHEREAS, by notice dated April 4, 2014, a copy of which is annexed hereto as Attachment A, Contractor was provided notice of the assignment of the Contract between Contracting Agency and ITS.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

I. **CONTRACT NUMBER:** Contracting Agency Contract No. C002102, upon full execution and approval of this Assignment and approval of the Office of the State Comptroller, if required, will be known as ITS Contract No. C002102.

II. **ASSIGNMENT OF RIGHTS:** Contracting Agency hereby assigns and transfers to ITS all rights, responsibilities, title and interest in and to the Contract as of April 1, 2014 and ITS hereby assumes the full performance of all of the Contracting Agency’s duties, liabilities and obligations thereunder, absent a separate writing agreed to and executed between the Parties.

III. **PAYMENT AND RESPONSIBILITY FOR SERVICES:** Obligations incurred on this Contract for goods and services on or before March 31, 2014 remain the responsibility of and will be paid by the Contracting Agency. Obligations incurred on this contract for goods and services on or after April 1, 2014 will be the responsibility of and will be paid by ITS upon approval of the assignment by the Office of the State Comptroller, if such approval is required pursuant to State Finance Law §112.
IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be executed in its name and behalf by its duly authorized representatives on the day and year appearing below their respective signatures.

Division of Criminal Justice Services
Signature: ______________
Printed Name: Kimberly J. Szady
Title: Director, Financial Admin
Date: 4/29/14

New York State Office of Information Technology Services
Signature: ______________
Printed Name: Edward Snyder
Title: Principal Accountant
Date: JUN 20 2014

Approved:
Office of the State Comptroller
By: ______________
Date: ______________

APPROVED
DEPT. OF AUDIT & CONTROL
AUG 28 2014
FOR THE STATE COMPTROLLER
Attachment A

Notice of Assignment
April 4, 2014

MORPHOTRAK INC
113 South Columbus Street, Suite 400
Alexandria, VA 22314
Attention: Mr. Tony Morris

Certified Mail Return Receipt

RE: Notice of Assignment of Contract # C002102 from the Division of Criminal Justice Services to the NYS Office of Information Technology Services

Dear Mr. Morris:

Please take notice that pursuant to Chapter 55, Part N of the Laws of 2013, certain information technology staff and services were consolidated and transferred into the New York State Office of Information Technology Services (ITS). Further, pursuant to Chapter 50 of the Laws of 2014, any contracts which were previously funded in other agencies, but which are now, due to the consolidation of information technology services, funded by ITS shall be deemed assigned from the agency which previously funded such contracts to ITS. This consolidation and transfer of information technology staff and services necessitates the assignment of the above referenced contract from Division of Criminal Justice Services to ITS in order for ITS to perform its statutory function. Please be aware that the assignment to ITS will be effective April 1, 2014, subject to the approval of the assignment by the Office of the State Comptroller, if such approval is required pursuant to State Finance Law §112. The new ITS contract number will be # C002102.

Obligations incurred on this contract for goods and services before April 1, 2014 remain the responsibility of and will be paid by the Division of Criminal Justice Services. Contractor should submit any future invoices for services after and including April 1, 2014 to:

NYS Office of Information Technology Services
c/o NYS OGS Business Services Center
PO Box 2117
Albany, NY 12220-0117(Note: All invoices should reference the new ITS contract #)
Email: accountspayable@ogs.ny.gov
Phone: 518-457-4272

1

ITS FOIL 2022-21 000069
The ITS contact who will be responsible for this contract going forward:

NYS Office of Information Technology Services, Finance Office
Empire State Plaza, Swan Street Building, Core 4
Albany, NY 12223
Edward (Ed) Snyder, Principal Accountant
Email: Ed.Snyder@its.ny.gov
Phone#: (518) 486-4319

If you have any questions related to the assignment of this contract you may contact the ITS Contact, indicated above.

Sincerely,

Theresa Papa
Director of Administration

cc:
Finance Office, Division of Criminal Justice Services
Counsel’s Office, NYS Office of Information Technology Service
Finance Office, NYS Office of Information Technology Service
Business Service Center, NYS Office of General Services
FIRST AMENDMENT TO CONTRACT
BETWEEN
The NYS OFFICE OF INFORMATION TECHNOLOGY SERVICES ("ITS")
AND
IDEMIA IDENTITY & SECURITY USA LLC ("CONTRACTOR")
FOR
STATEWIDE AUTOMATED BIOMETRIC IDENTIFICATION SYSTEM ("SABIS")
CONTRACT # C002102

THIS FIRST AMENDMENT TO CONTRACT C002102 ("First Amendment") is made by and between the State of New York ("State"), acting by and through the New York State ("NYS") Office of Information Technology Services ("ITS"), its successors and assigns, located at Empire State Plaza, P.O. Box 2062, Albany, NY 12220, and Idemia Identity & Security USA, LLC ("Idemia"), a Delaware corporation, its successors and assigns, having a principal place of business located at 296 Concord Road Billerica, MA 01821, collectively referred to as "the Parties".

WITNESSETH:

WHEREAS, the NYS Division of Criminal Justice Service ("DCJS") entered Contract C002102 ("Contract"), with Sagem Morpho, Inc. for the maintenance and support of the Statewide Automated Biometric Identification System ("SABIS");

WHEREAS, pursuant to an Assignment of Contract, effective April 1, 2014, the Contract was assigned to ITS to support the technology requirements of DCJS for SABIS;

WHEREAS, Sagem Morpho, Inc. changed its corporate name to Morphotrac, Inc., reorganized into Morphotrac, LLC ("Morpho"), and then merged with Idemia;

WHEREAS, pursuant to an Assignment of Contract, effective July 1, 2018, the Contract was assigned from Morpho to Idemia;

WHEREAS, SABIS supports a core and critical function of the DCJS in receiving, processing, storing, retrieving, identifying, and managing criminal and civil fingerprint submissions;

WHEREAS, the Contract as assigned to ITS and Idemia, respectively, is scheduled to expire after September 21, 2019;

WHEREAS, the Contract provides for one additional five (5) year term and then five additional one (1) year terms at the rates set forth in the Contract;

WHEREAS, the State has determined that the continued availability of the SABIS is necessary and desirable and wishes to extend the Contract for the five (5) year period terminating after September 21, 2024; and

WHEREAS, ITS, also wishes to amend the Contract to address other provisions which are required to be updated.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties do agree as follows:

I. Appendix A to the Contract is replaced with a new Appendix A, bearing the date January 2014, which is attached hereto as Appendix A.

II. Section 6.1 of the Contract is amended with addition of the following provision:
As of the First Amendment to Contract and upon approval by the New York State Comptroller, the one additional (5) year term is hereby exercised by the State, through ITS, extending the term of the Contract for a period commencing on September 22, 2019 and terminating on September 21, 2024 until or unless further amended or renewed in whole or in part. The total Not-to-Exceed value for this five (5) year period shall be $4,860,345.00. The State, through ITS, reserves the right to renew this Contract, in whole or in part, for five additional one (1) year terms upon the terms and at the rates set forth in the Contract, as amended.

III. Section 16 of the Contract, Notices and Contacts, is amended to reflect the current reflect the Parties authorized contacts:

A. Level One - Primary Administrative and Designated Manager Contacts

**Contractor:**

<table>
<thead>
<tr>
<th>a) Administrative Contact</th>
<th>b) Designated Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Title: Contracts Administration Specialist II</td>
<td>Contact Title: Director Public Security</td>
</tr>
<tr>
<td>Current Incumbent: Susan Noisseau</td>
<td>Current Incumbent: John Dionne</td>
</tr>
<tr>
<td>Mailing Address: 5515 E. La Palma Avenue, Suite 100, Anaheim, CA 92807</td>
<td>Mailing Address: 5515 E. La Palma Avenue, Suite 100, Anaheim, CA 92807</td>
</tr>
<tr>
<td>Telephone: 518-608-1383</td>
<td>Telephone: 1+714-238-2025</td>
</tr>
<tr>
<td>Email: <a href="mailto:susan.noisseau@idemia.com">susan.noisseau@idemia.com</a></td>
<td>Email: <a href="mailto:john.dionne@idemia.com">john.dionne@idemia.com</a></td>
</tr>
</tbody>
</table>

ITS:

<table>
<thead>
<tr>
<th>a) Administrative Contact</th>
<th>b) Designated Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Title: Contract Manager</td>
<td>Contact Title: Business Analyst Manager</td>
</tr>
<tr>
<td>Current Incumbent: Michael Torino</td>
<td>Current Incumbent: John Doubrafa</td>
</tr>
<tr>
<td>UPS/FedEx: NYS ITS Division of Legal Affairs 6 Empire State Plaza Swan Street Building Core 4, 2nd floor, Albany NY 12223</td>
<td>Mailing Address: 80 South Swan Street, Albany NY 12210</td>
</tr>
<tr>
<td>Mailing: ITS Division of Legal Affairs PO BOX 2062</td>
<td>Telephone: 518-485-2204</td>
</tr>
<tr>
<td>Albany, NY 12220-0062</td>
<td>Email: <a href="mailto:john.doubrafa@its.ny.gov">john.doubrafa@its.ny.gov</a></td>
</tr>
<tr>
<td>Telephone: 518-473-9341</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:its.sm.contracts@its.ny.gov">its.sm.contracts@its.ny.gov</a></td>
<td></td>
</tr>
</tbody>
</table>

B. Level Two - Primary Legal Notice Contact.

**Contractor:**

<table>
<thead>
<tr>
<th>a) Primary Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Title: Senior Legal Counsel</td>
</tr>
<tr>
<td>Current Incumbent: Eliezer Strassfeld</td>
</tr>
<tr>
<td>Mailing Address: 296 Concord Road, Billerica, Massachusetts 01821</td>
</tr>
<tr>
<td>Telephone: 978-215-2857</td>
</tr>
<tr>
<td>Email: <a href="mailto:Eliezer.Strassfeld@us.IDEMIA.com">Eliezer.Strassfeld@us.IDEMIA.com</a></td>
</tr>
</tbody>
</table>

ITS:

<table>
<thead>
<tr>
<th>a) Primary Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Title: NYS ITS Division of Legal Affairs UPS/FedEx: NYS ITS Division of Legal Affairs 6 Empire State Plaza Swan Street Building Core 4, 2nd floor, Albany NY 12223</td>
</tr>
<tr>
<td>Mailing: NYS ITS Division of Legal Affairs PO BOX 2062</td>
</tr>
<tr>
<td>Albany, NY 12220-0062</td>
</tr>
<tr>
<td>Telephone: 518-473-5115</td>
</tr>
<tr>
<td>Email: <a href="mailto:its.sm.dia@its.ny.gov">its.sm.dia@its.ny.gov</a></td>
</tr>
</tbody>
</table>
IV. Contract (RFP Section C. Mandatory Requirement – Base Requirements for Offeror’s Proposed SABIS Solution), Section 20, (Technology Refresh capability) is amended to read as follows:

a. At a minimum, Contractor shall keep all Production and Test system hardware and software required to implement its solution (including SABIS, interfaces, the disaster recovery environment, the test environment, High Availability solution and technology refresh) including, but not limited to, the following:
   A. Production, Disaster Recovery, and Test environment Servers
   B. Production, Disaster Recovery, and Test environment Storage / SAN
   C. Production, Disaster Recovery, and Test environment Networking required to connect to the ITS Network
   D. Production, Disaster Recovery, and Test environment Workstations (Not to be included in Technology Refresh)
   E. Production, Disaster Recovery, and Test environment COTS Products
   F. Production, Disaster Recovery, and Test environment Operating Systems
   G. Production, Disaster Recovery, and Test environment Racks, Cables and Cable management

   (as defined in Attachment 14, sections A.9 and D.1), subject to any changes or modifications to the system or environment resulting from Change Requests or Technology Refreshes) at the level required to retain at all times, manufacturer’s support and system functionality, specifications and performance as specified in the Contract for the period of the five (5) year extension and any additional extensions provided for in the Contract. The technology refresh, however, shall not include the equipment in Section 3.1.C.9 above except for any proprietary end-user desktop equipment required to operate the proposed SABIS solution;

b. The support levels for all Production, Disaster Recovery and Test system hardware and software shall never be more than two (2) versions behind the currently released version, even if older versions are still supported by the manufacturer. This includes all the SABIS Offeror’s COTS and customized software. The hardware components must be 'refreshed' no less frequently than every four years; and

c. The State shall have the option to approve and/or reschedule all upgrades; and

d. The technology refresh “clock” will begin on September 22, 2019 with no fewer than one (1) refresh during the five (5) year extension period.

V. Pricing during the five (5) year extension period shall be a Not-to-Exceed value of $4,860,345.80 broken in State Fiscal Years (SFY) Disbursements as follows:

| Estimated SFY 2020-21 Disbursements: 4/1/2020 - 3/31/2021 | $ 955,934.00 |
| Estimated SFY 2021-22 Disbursements: 4/1/2021 - 3/31/2022 | $ 955,934.00 |
| Estimated SFY 2022-23 Disbursements: 4/1/2021 - 3/31/2023 | $ 955,934.00 |
| Estimated SFY 2023-24 Disbursements: 4/1/2023 - 3/31/2024 | $ 955,934.00 |
| Total: | $ 4,860,345.80 |

Maintenance Costs (includes Change Requests 18, 46, & 57): 60 Months x $79,661.13/Month = 4,779,667.80
Change Request 106 = $44,236.00
Change Request 112, 113, 115, 116, and 117 = $36,442.00
$ 4,860,345.80

Section V revision authorized by:
Idemia: [Signature]
Date: 11/14/2019
ITS: [Signature]
Date: 11/14/2019

Page 3 of 5
VI. Technology Refresh
The Not-To-Exceed value in Section V of this First Amendment shall include the costs of a Technology Refresh during the five (5) year extension period. The terms of the Technology Refresh shall be memorialized by the Parties through a zero ($0.00) dollar Change Order which that will include the relevant Technology Refresh Plan.

VII. The Contract is amended by adding a new Section 21 to read as follows:

Electronic Payments Requirements
Contractor shall provide complete and accurate billing invoices to ITS in order to be eligible for payment. Billing invoices submitted to ITS must contain all information and supporting documentation required by the Contract, ITS, and the State Comptroller. Payment for invoices submitted by the Contractor shall be rendered electronically, unless payment by paper check is expressly authorized by ITS, in its sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller’s procedures to authorize electronic payments. Authorization forms are available at the State Comptroller’s website at www.osc.state.ny.us/apay/index.htm, by e-mail at epunil@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not be eligible for payment on any invoices submitted under this Contract if it does not comply with the State Comptroller’s electronic payment procedures, except where the Director of ITS has expressly authorized payment by paper checks as set forth above.

VIII. The Contract is amended by adding a new Section 22 to read as follows:

NYS Executive Order 162 Requirements.

a. In compliance with NYS Executive Order 162 dated January 9, 2017 for state contracts with a value in excess of $25,000 where any of the services are performed by individuals who are located in New York State, Contractor agrees to: supplement the equal employment opportunity information it provides to ITS under the Contract on a quarterly basis by reporting the job title and salary in gross wages of each employee of the Contractor who is performing work on the Contract, or, if the Contractor cannot identify the individuals working directly on the Contract, of each employee in the Contractor’s entire workforce; and

b. extend this quarterly reporting requirement to the Contractor’s Subcontractors who work on the Contract with ITS, for the Subcontractor’s employees.

Salaries must be provided in United States Dollars ($ USD).

Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

IX. All other terms and conditions of the Contract not specifically referred to herein remain unchanged. This Amendment shall take effect upon approval by the Office of the Attorney General and the Office of the State Comptroller.
IN WITNESS WHEREOF, this Amendment to the Contract has been duly executed on the date and year set forth below.

CONTRACT NUMBER: ITS No. C002102

Agency Certification:
In addition to the acceptance of this First Amendment to Contract C002102, I, the undersigned official of the Office of Information Technology Services, also certify that original copies of this signature page will be attached to all other exact copies of this First Amendment to Contract C002102.

NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES

By:  
Name: Clinton Richards
Title: Director, Procurement & Contract Support
Date: 9/23/2019

OFFICE OF THE ATTORNEY GENERAL

Approved:

By:  
Date: SEP 25, 2019

State of: ____________________________

County of: __________________________

On the __ day of __________ in the year 2019 before me personally came __________________________, to me known, who, being by me duly sworn, did depose and say that he resides at __________________________; that (s)he is the __________________________ of the __________________________ corporation described in and which executed the above instrument; and that (s)he signed (her) his name thereto by authority of the board of directors of said corporation.

Notary Public

Please see attached

OFFICE OF THE STATE COMPTROLLER

Approved:

By:  
Date: OCT 25, 2019

IT'S FOIL 2022-21 000075
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 17th day of September, 2019, by

Donald Eugene Scott

(proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.)

Signature

Place Notary Seal and/or Stamp Above

Optional

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Title or Type of Document: NYS Contract #C002102
Document Date: 9-17-2019
Number of Pages:

Signer(s) Other Than Named Above:

©2018 National Notary Association
Appendix B

Conversion Plan Requirements
Appendix B

Conversion Plan Requirements

I. Background

A. The primary goal of the SABIS conversion process is to establish the highest quality fingerprint and palm print target databases possible. In order to accomplish this, DCJS intends that the conversion process will utilize digital finger and palm print images stored on various electronic databases and files to populate the new SABIS target databases. Conversion of paper-based fingerprint or palm print records will be used only if they are required to correct errors or problems encountered during conversion. DCJS maintains hardcopy cards for all retained status criminal and civil fingerprint submissions.

B. All conversion activities shall be conducted within the Continental United States. Under no circumstances shall DCJS’ data be transferred in any form to a location outside of the Continental United States.

C. All electronic Tenprint fingerprint images maintained by DCJS, and organized by NYSID Number and Transaction ID (TCN), shall be converted. All electronic Latent fingerprint images maintained by DCJS, and organized by Case Number and Image ID, shall be converted. NYPD’s Known Palm Print images and its Unsolved Palm Print database shall be converted. The electronic Tenprint and Latent fingerprint images on the Archive Database at DCJS consist of;

1. Approximately 3.2 million Tenprint criminal fingerprint submissions, each containing ten rolled images. There are no corresponding plain images for these records.

2. Approximately 1.1 million Tenprint criminal fingerprint submissions, each containing ten rolled images and four plain, unsegmented images. The vendor shall be responsible for proper orientation, cropping and segmentation of these images.

3. Approximately 1.925 million Tenprint civil fingerprint submissions, each consisting of ten rolled and four plain, unsegmented images. The vendor shall be responsible for proper orientation, cropping and segmentation of these images.

4. Approximately 4.5 million individual subject sets of fingerprint records, each containing up to two rolled images of the index fingers. This number represents the total number of people for whom DCJS has a fingerprint record that contains at least one digital fingerprint image.

5. Approximately 120,000 unsolved Latent fingerprint images. These images shall be converted preserving their previously assigned encodings. The
converted records shall contain both the previously assigned encodings and
the Vendor's new encodings. Both encodings shall be distinguishable and,
thereby, will create 240,000 search feature sets (i.e., encoding).

6. Approximately 2.8 million known digital palm print images will be provided
to DCJS via electronic file from the New York City Police Department
(NYPD). These digital images must be encoded and loaded to the new
 corresponding SABIS target database by the Vendor. Each palm print record
 has an associated NYSID number. There are 4 palm print images per record
 consisting of left/right full and writers palm prints. The vendor may convert
 these records to a new SABIS database in parallel with Tenprint and Latent
 fingerprint conversion; however, palm print conversion shall not impede or
 otherwise prolong either the conversion of Tenprint and Latent fingerprint
 images or the implementation of their corresponding production systems.

7. Approximately 97,000 Unsolved Palm Print images representing
 approximately 6,000 palm print cases will be provided by NYPD. These
 images shall be converted and loaded to the new corresponding SABIS
 target database by the Vendor. Palm Print conversion shall not impede or
 otherwise prolong either the conversion of Tenprint and Latent fingerprint
 images or the implementation of their corresponding production systems.

D. All palm information to be converted will be in NIST format. Tenprint images
 for approximately 7.7 million individuals will be in NIST format. Tenprint
 images for the remaining estimated 1,000,000 individuals and 2,025,000
 additional events will not be in NIST format; the format will be negotiated with
 the Prime Contractor following contract approval.

E. The new target databases for SABIS created through conversion shall consist of:

1. A Tenprint fingerprint database that shall be used for Tenprint to Tenprint
 and Latent to Tenprint processing. This database shall consist of a composite
 of the best 20 rolled and plain images for each NYSID, and up to two sets of
 the most recent fingerprint events (Multiple Registration Events - MREs) of
 rolled and plain images, if available, for the NYSID. It must be understood
 by the Vendor that all 20 fingerprint images are not available for all NYSIDs
 or for all events within a NYSID. The conversion process shall use as many
 of the electronic Tenprint fingerprint images described in C. above in order
 to construct a high quality composite set of fingerprints for each NYSID and
 for MRE selection when such is applicable.

2. An Unsolved Latent fingerprint database that shall be used to store unsolved
 latent fingerprint images, and for Tenprint to Latent searches.

3. A known Palm Print Database that shall be used to search latent palm print
 images. This database shall consist of a composite of high quality palm print
 images.

Appendix B: Conversion Plan Requirements

Page 2

ITS FOIL 2022-21 000079
4. An unsolved Latent Palm Print database that shall be used to store unsolved latent palm print images, and for known to latent palm print searches.

F. Electronic finger and palm print images are in WSQ compression format, and shall be converted and single fingerprint/palm print images shall be stored without recompression. All converted records shall be compliant with FBI, ANSI/NIST and open standards for record exchange between systems, particularly minutiae exchange.

II. Data Conversion

A. Tenprint Target Database

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

<table>
<thead>
<tr>
<th>Field Name</th>
<th>Source (Archive/CCH)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NYSID</td>
<td>Archive</td>
</tr>
<tr>
<td>TCN</td>
<td>Archive</td>
</tr>
<tr>
<td>Transaction Source</td>
<td>CCH</td>
</tr>
<tr>
<td>Patterns</td>
<td>CCH</td>
</tr>
<tr>
<td>Sex</td>
<td>CCH</td>
</tr>
<tr>
<td>Crime Group</td>
<td>CCH</td>
</tr>
<tr>
<td>Crime Category</td>
<td>CCH</td>
</tr>
<tr>
<td>Race</td>
<td>CCH</td>
</tr>
<tr>
<td>High/Low YOB</td>
<td>CCH</td>
</tr>
<tr>
<td>Latent Search Ineligible Indicator</td>
<td>CCH</td>
</tr>
<tr>
<td>Geographic County/Region</td>
<td>CCH</td>
</tr>
<tr>
<td>Creation Date</td>
<td>Archive</td>
</tr>
<tr>
<td>Last Date Updated</td>
<td>Archive</td>
</tr>
</tbody>
</table>

B. Unsolved Latent Fingerprint Database

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

<table>
<thead>
<tr>
<th>Field Name</th>
<th>Source (Archive/CCH)</th>
<th>Field Format</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Type</td>
</tr>
<tr>
<td>Case Number</td>
<td>Archive</td>
<td>AN</td>
</tr>
<tr>
<td>Latent Search ID</td>
<td>Archive</td>
<td></td>
</tr>
<tr>
<td>Creation Date</td>
<td>Archive</td>
<td>N</td>
</tr>
<tr>
<td>---------------</td>
<td>---------</td>
<td>---</td>
</tr>
<tr>
<td>Crime Type</td>
<td>Archive</td>
<td>AN</td>
</tr>
<tr>
<td>Crime Date</td>
<td>Archive</td>
<td>N</td>
</tr>
<tr>
<td>Last Modified Date</td>
<td>Archive</td>
<td>N</td>
</tr>
<tr>
<td>Expiration Date</td>
<td>Archive</td>
<td>N</td>
</tr>
<tr>
<td>Contributor ORI</td>
<td>Archive</td>
<td>AN</td>
</tr>
<tr>
<td>Month/Year</td>
<td>Archive</td>
<td>N</td>
</tr>
<tr>
<td>County Code</td>
<td>Archive</td>
<td>AN</td>
</tr>
<tr>
<td>Search Region</td>
<td>Archive</td>
<td>AN</td>
</tr>
<tr>
<td>Crime Group</td>
<td>Archive</td>
<td>AN</td>
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<tr>
<td>Actual Crime</td>
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<tr>
<td>Search Reason</td>
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<td>Incident Number</td>
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<td>AN</td>
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<tr>
<td>Number of Lifts</td>
<td>Archive</td>
<td>AN</td>
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<td>Latent Image ID</td>
<td>Archive</td>
<td>AN</td>
</tr>
<tr>
<td>Finger Position</td>
<td>Archive</td>
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</tr>
<tr>
<td>Pattern</td>
<td>Archive</td>
<td>A</td>
</tr>
<tr>
<td>Race</td>
<td>Archive</td>
<td>A</td>
</tr>
<tr>
<td>Sex</td>
<td>Archive</td>
<td>A</td>
</tr>
<tr>
<td>Age</td>
<td>Archive</td>
<td>N</td>
</tr>
<tr>
<td>Age Difference/Tolerance</td>
<td>Archive</td>
<td>N</td>
</tr>
<tr>
<td>Latent Print Examiner ID (owner)</td>
<td>Archive</td>
<td>AN</td>
</tr>
<tr>
<td>Latent Print Characteristics (# of minutiae)</td>
<td>Archive</td>
<td>N</td>
</tr>
</tbody>
</table>

C. Control File

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

1. File that includes the NYSID, TransactionID (TCN) and textual data for use by the Vendor to select the set of images to represent a single, most current record for the individual in the SABIS. Later, the Vendor can apply any additional events and sets of images for an individual.
2. File that includes the NYSID and textual data for all events and sets of images for an individual for use by the Vendor to determine and update the composite set of images and two most recent sets of images and data (MREs must always contain the most recent prints).

III. Conversion Plan Response Requirements

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

A. Tenprint and Latent Fingerprint Conversion

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

1. DCJS’ current Tenprint fingerprint records with image, biographical and history/event data shall be converted.

2. Tenprint hardcopy card conversion and storage shall utilize JPEG2000 @1000ppi. This is for error processing only.

3. Tenprint fingerprint submissions—new images and data that are identified to a NYSID after it has been originally converted but before the SABIS Tenprint and Latent Fingerprint production systems implementation shall be converted.

4. Converted Tenprint records as a result of court-ordered record sealing shall be deleted or data updated based on Control File information provided by DCJS.

5. Unsolved Latent fingerprint records shall be converted.

6. For retrieval of fingerprint images and data from the Archive system, the Vendor shall develop software to utilize the Archive system’s standard Application Program Interface (API) to retrieve images for conversion. API information will be provided to the winning vendor.

7. The Vendor shall perform the following tasks in the conversion process:

   a. Acquisition of rolled fingerprint impressions and the proper cropping, centering and orientation of the images
   b. Segmentation of plain impressions
   c. Image encoding
   d. Automatic plain- to- rolled sequence check
   e. Automatic rolled- to- rolled sequence check
   f. Image quality designation and editing of minutiae
g. Special processing to resolve errors and problems from other processing steps
h. Composite record creation
i. Creation of the MREs and updates to the composite record, where applicable
j. Update of biographical and event data

B. Palm Print Conversion

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

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

C. Unsolved Latent Print Image Conversion

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

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

1. Description of the Vendor’s standard procedures for implementing and operating conversions, and acceptance testing of the conversion equipment and processes including Backup, Restore and Recovery of conversion files and databases.

2. Description of the Vendor’s quality standards for data conversion, including verification criterion for converted records.

3. The proposed tasks, timelines and milestones to accomplish conversion of all electronic fingerprint images and associated data before SABIS system implementation in the DCJS production environment.

4. The proposed tasks, timelines and milestones to accomplish conversion of the palm print records, both target and unsolved.

5. The schema for all target database tables indicating which data fields shall be populated by conversion.

6. A full mapping of the source and target data fields shall be developed by the Vendor for validation by DCJS.

7. Description of the Vendor’s conversion input data format requirements, if any, due to the design of the vendor’s system, and a related plan of action, for all data fields that need any special consideration.

8. Respective duties and responsibilities of Vendor and DCJS staff for all proposed Conversion tasks.

9. The Vendor shall, at its expense, reconvert all records determined by DCJS or the Vendor to be converted incorrectly.

E. Risk Assessment and Safeguards

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

1. The Vendor’s risk assessment of internal and external factors posing any potential risk to the successful completion of conversion and the risk mitigation strategies which will be applied.
2. A description of problems encountered by the Vendor in previous conversions and the specific resolutions and/or future risk mitigation strategies applied for each respective problem.

3. The Vendor’s proposed safeguards present to prevent interference/corruption of the active Production SABIS during ongoing conversion, accuracy testing and / or record uploading to the production SABIS.

4. Security and privacy safeguards that shall include, but are not limited to:
   
a. Personnel security, environment’s physical security controls (e.g. the conversion environment must be physically secured and isolated from the Vendor’s common network or any other unauthorized connection) and data disposal controls such that no residual data exists.
   b. Confidentiality and integrity safeguards that prevent the unauthorized disclosure or modification of information.
   c. The Vendor’s description of how it satisfies these requirements and shall be agreeable to adherence monitoring by DCJS.

F. Additional Vendor Responsibilities

1. The Vendor shall maintain backups of conversion software applications and conversion records in a fashion that will support full and timely recovery of system capabilities if/when needed. The Vendor must store these copies in a secure offsite facility so no single event can affect both the system and the backups. Any electronic data transferred outside the DCJS internal network must be encrypted with a minimum encryption of 128 bit AES.

2. The Vendor shall provide all equipment and personnel necessary to conduct conversion successfully.

3. The Vendor shall describe how it will use automation (e.g., data integrity checking, data comparisons) to validate the results of the conversion during testing and throughout the production conversion process.

4. The Vendor shall be responsible for all related packaging and shipping costs related to conversion efforts conducted in locations other than DCJS.

5. The Vendor shall utilize the most expeditious method for returning any hardcopy source data to DCJS. The delivery method shall provide for security and tracking.

6. The Vendor shall be responsible for the recovery and or repair of any records that are corrupted as a result of Conversion.

7. The Vendor shall, at its expense, reconvert all records determined by DCJS or the Vendor to be converted incorrectly.

IV. Testing Prior to Conversion

A. The Vendor shall prepare and document test plans, including expected results and validation techniques, for conversion. These conversion test plans shall be for
equipment, quality assurance processes, and data conversion processes, including composite and MRE creation/updating. These plans must be approved by DCJS prior to the conversion test and shall be contract deliverables.

B. The Vendor shall carry out testing of the conversion software prior to Conversion Testing.

C. Vendor shall perform Conversion Testing of data conversion software, utility (ies) and processes under DCJS supervision.

D. The Vendor shall perform Backup, Restore and Recovery testing prior to conversion and during the QA period.

E. The Vendor shall test the creation and maintenance of detailed automated records that will provide a full and complete audit trail, including image quality values (where applicable), exception processing tracking information on each converted item and the requisite reporting from this audit trail.

V. Quality Assurance and Error Remediation During Conversion

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

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

B. For quality assurance purposes, the vendor shall provide DCJS with a randomly selected two percent of every 5,000 unknown latent fingerprint and palm print records converted. The two percent sample shall include all records incurring a problem and any additional records to complete the two percent of the 5,000 range.
All of the records provided for quality assurance shall be provided on encrypted, removable media at Vendor’s cost. These records on removable media shall be presented to DCJS within one (1) week of their conversion date. The Vendor shall also provide at its cost a mechanism, using a GUI, to examine the records selected for quality assurance. The SABIS Vendor shall provide daily conversion reports to DCJS, which include the total number of images successfully converted on that date and cumulatively. The report shall also include problems encountered and their resolution. DCJS shall provide any corrective hardcopy records or data corrections for any records requiring correction to the Vendor and the Vendor shall update the corrections within one (1) week of receipt from DCJS.

C. For quality assurance purposes, the vendor shall provide DCJS with a randomly selected two percent of every 50,000 known electronic palm print records converted. Exactly two percent of the randomly selected records shall consist of records that contain a composite set of palm prints that were constructed using two or more registration sets of palm prints. The composite record and the palm print registrations used to create the composite record shall be provided for each complete record provided to DCJS for quality assurance. If records fitting this condition are not available in the 50,000 record range, then the records for quality assurance shall be randomly selected two percent of records in the range. Each record shall also have an indication of which of the two conditions apply. All of the records provided for quality assurance shall be provided on encrypted, removable media at Vendor’s cost. These records on removable media shall be presented to DCJS within one (1) week of their conversion date. The Vendor shall also provide at its cost a mechanism, using a GUI, to examine the records selected for quality assurance. The SABIS Vendor shall provide daily conversion reports to DCJS, which include the total number of images successfully converted on that date and cumulatively. The report shall also include problems encountered and their resolution. DCJS shall provide any corrective hardcopy records or data corrections for any records requiring correction to the Vendor and the Vendor shall update the corrections within one (1) week of receipt from DCJS.

D. The Vendor shall provide conversion reports to DCJS on a daily basis. The reports shall reflect the total number of records successfully converted on that day and cumulatively. The report shall also include a listing of records, by NYSID Number or Case Number for unsolved, where a problem was experienced in attempting to convert the records; a description of the problem(s); and the resolution used to successfully convert the records, if applicable. The Vendor shall provide at its cost a mechanism for DCJS to view all converted records that required a problem resolution. The review of these records by DCJS are separate and apart from the randomly records as described above in VI. A.

E. The Vendor shall create and maintain detailed electronic records that will provide a full and complete audit trail, including image quality values (where applicable), exception processing and tracking information on each converted item. The Conversion Audit Summary and Exception Report shall be in electronic format and provide the following details:
1. NYSID number or case number  
2. Patterns for each image  
3. Minutiae count for each image  
4. Number of images per case number  
5. Number of records per NYSID by biometric type, as applicable, i.e.: rolled only, plains and rolled, and palms  
6. Image quality rating score, where applicable  
7. Error or exception description and reprocessing details, if applicable

F. The Vendor shall provide to DCJS either a complete capability to correct sequence errors detected during conversion in the automatic plain-to-rolled and rolled-to-rolled sequence check, or a plan that provide details on how the Vendor will correct sequence errors. If the plan includes the Vendor’s processing of corrections submitted by DCJS, the Vendor shall update the corrections within one (1) week of receipt from DCJS.

VI. Post Conversion

A. The Vendor shall perform incremental self searches of the converted databases, including Tenprint target, Latent Fingerprint and Latent Palm Print databases. Self searches shall ensure there are no erroneous duplicates and could also find previously missed NYSID records in need of consolidation.

B. Full reports of the search results shall be provided to DCJS for appropriate follow-up action.

C. The Vendor shall provide to DCJS, within thirty (30) days of the end of the last SABIS conversion activity, complete electronic file copies in ANSI/NIST format of each target database, and the hardware and software necessary to access them.

D. Upon completion of the entire initial conversion process by the Vendor, all records used in the conversion process, and any interim media, shall be turned over to DCJS.
Appendix C

Acceptance Testing Requirements
Appendix C

Acceptance Testing Requirements

I. Background

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

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

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

II. Acceptance Testing Requirements

A. The Offerer/Prime Contractor shall prepare and document test plans, including expected results and validation techniques, for accuracy, throughput, functionality, interoperability, backup & restore and high availability. These test plans shall be for the application(s), equipment, quality assurance processes, performance, accuracy, high availability and recovery. These plans must be approved by DCJS prior to acceptance testing and shall be contract deliverables.

B. The Offerer/Prime Contractor and DCJS shall perform acceptance testing.

C. The Offerer/Prime Contractor shall provide a full and complete audit trail for all acceptance testing and the requisite reporting from this audit trail.

D. The Tenprint accuracy requirements shall be tested on the production software and hardware system after the initial conversion records have been loaded to that system, and prior to production system implementation. A test group shall include a sample of transactions typical to DCJS processing including a statistically significant number of poor prints (approximately 3-5%). The Prime Contractor and DCJS shall execute the test, and DCJS shall validate the test results provided by the Prime Contractor. A successful test would have results that met or exceeded the Prime Contractor Accuracy Rates and met or had less than the Prime Contractor Miss Rate as provided in the bid response in Attachment 14. After system
implementation, accuracy tests will continue to run on a weekly basis using a smaller test group.

E. The Latent accuracy requirements shall be tested on the production software and hardware system after the initial conversion records have been loaded to that system, and prior to production system implementation. A test group will consist of varying image quality and size and shall include a sample of transactions typical to DCJS processing including cases with multiple lifts. Examples shall be provided. The Prime Contractor and DCJS shall execute the test, and DCJS shall validate the test results provided by the Prime Contractor. A successful test would have results that met or exceed the Prime Contractor Accuracy Rates as provided in the bid response in Attachment 14. After implementation, accuracy tests will continue to run on a monthly basis using a smaller test group.

F. The Tenprint response time requirements shall be tested on the production software and hardware system after the initial conversion records have been loaded to that system, and prior to production system implementation. A test group shall include a sample of transactions typical to DCJS processing including a statistically significant number of poor prints (approximately 3-5%). The Prime Contractor and DCJS shall execute the test, and DCJS shall validate the test results provided by the Prime Contractor. A successful test would have results that met or had less than Prime Contractor Response Times as provided in the bid response in Attachment 14. After system implementation, response time tests will continue to run on a weekly basis using a smaller test group.

G. The Latent response time requirements shall be tested on the production software and hardware system after the initial conversion records have been loaded to that system, and prior to production system implementation. A test group will consist of varying image quality and size and shall include a sample of transactions typical to DCJS processing including cases with multiple lifts. Examples shall be provided. The Prime Contractor and DCJS shall execute the test, and DCJS shall validate the test results provided by the Prime Contractor. A successful test would have results that met or had less than the Prime Contractor Response Times as provided in the bid response in Attachment 14. After implementation, response time tests will continue to run on a monthly basis using a smaller test group.

H. The Prime Contractor shall perform Load / Stress, Backup, Restore and Recovery testing prior to implementation.
Appendix D

Training Requirements
## Appendix D

### Training Requirements

#### Training Approach for SABIS

<table>
<thead>
<tr>
<th>Requirement Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Prime Contractor shall train DCJS trainers in all workstation activities, including, but not limited to:</td>
<td>• Tenprint processing;</td>
</tr>
<tr>
<td>• Latent fingerprint processing;</td>
<td>• Palm print processing;</td>
</tr>
<tr>
<td>• Image acquisition;</td>
<td>• Report requests;</td>
</tr>
<tr>
<td>• Record lookups</td>
<td>• Updating and inserting target records.</td>
</tr>
<tr>
<td>DCJS shall retain final approval authority for all training content.</td>
<td></td>
</tr>
<tr>
<td>All scheduling for training will be coordinated with and approved by the DCJS Project Manager.</td>
<td></td>
</tr>
<tr>
<td>The Prime Contractor shall provide a training plan and training content which includes but is not limited to all requirements defined herein. Should the Prime Contractor training plan include items not defined as required in this document but deemed necessary to fully understand the Prime Contractor solution, that content must be included.</td>
<td></td>
</tr>
<tr>
<td>The training plan must identify the type of training the Prime Contractor shall utilize to meet each requirement—e.g., Train the Trainer, Computer Based Training (CBT), Hands-on and/or Classroom.</td>
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</tr>
<tr>
<td>The Prime Contractor’s instructors shall have extensive knowledge of their SABIS Solution and be prepared to answer questions on the spot or with a 48 hour turn around time.</td>
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</tr>
<tr>
<td>The Prime Contractor shall provide training to the DCJS trainers within the core working hours of 7:00 AM to 5:00 PM (Eastern Standard Time) on Monday through Friday at the DCJS operational facility, in Albany NY, and regional locations in New York State. All training shall be accompanied by supporting documentation such as user guides and operational manuals.</td>
<td></td>
</tr>
<tr>
<td>Any and all Training materials developed for the SABIS shall become the exclusive property of the DCJS.</td>
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</tr>
<tr>
<td>The Prime Contractor shall provide training support for DCJS Trainers as needed.</td>
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</tr>
<tr>
<td>The Prime Contractor shall provide formal training, as needed, upon the occasion of an upgrade or software/hardware update.</td>
<td></td>
</tr>
<tr>
<td>The Prime Contractor shall deliver the Training materials in electronic format that can be updated by DCJS.</td>
<td></td>
</tr>
</tbody>
</table>
### System Administration and Technical Support Training

<table>
<thead>
<tr>
<th>Number</th>
<th>Requirement Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.</td>
<td>The Prime Contractor shall train System Administrators and Technical support staff.</td>
</tr>
</tbody>
</table>
| 13.    | The Prime Contractor shall provide Training for a minimum of twelve (12) administrators in the following activities, to include but not be limited to:  
  - Adding, removing users, changing user roles;  
  - Statistical reporting on accuracy, reliability, throughput and productivity;  
  - Managing Administrative Parameters;  
  - Ad Hoc Report Preparation;  
  - Problem / Error Reporting;  
  - System Traffic Monitoring;  
  - Main console operations;  
  - Systems security;  
  - RDBMS Management and Maintenance (including database diagnostic tools, alerts and routines);  
  - System Performance Monitoring Tools;  
  - Managing batch jobs and ad-hoc requests;  
  - Backup and restore operations;  
  - Server operation and basic maintenance;  
  - Workstation operation and basic maintenance;  
  - Peripheral operations and basic maintenance; and  
  - Interface operations and basic maintenance. |

### Latent Print Training

<table>
<thead>
<tr>
<th>Number</th>
<th>Requirement Description</th>
</tr>
</thead>
</table>
| 14.    | Training of approximately 200 Examiners shall include, but not be limited to:  
  - Latent fingerprint and palm entry (use of camera, lighting techniques, use of scanner, calibration tools, search set-up, use of filters, use of printers, use of clarification tools, encoding of minutiae, marking of other print characteristics used by Prime Contractor);  
  - Latent evaluation;  
  - Latent verification;  
  - ULF function;  
  - Interoperability of entry and evaluation with other local, state, and federal agencies;  
  - Latent image exporting and importing. |

### Tenprint Training

<table>
<thead>
<tr>
<th>Number</th>
<th>Requirement Description</th>
</tr>
</thead>
</table>
| 15.    | Training of approximately 100 Examiners shall include, but not be limited to:  
  - SABIS Workstation functions,  
  - Image acquisition and manipulation, |
<table>
<thead>
<tr>
<th>Number</th>
<th>Requirement Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• image encoding,</td>
</tr>
<tr>
<td></td>
<td>• image manipulation,</td>
</tr>
<tr>
<td></td>
<td>• data entry,</td>
</tr>
<tr>
<td></td>
<td>• workflow,</td>
</tr>
<tr>
<td></td>
<td>• validation,</td>
</tr>
<tr>
<td></td>
<td>• verification,</td>
</tr>
<tr>
<td></td>
<td>• minutiae placement,</td>
</tr>
<tr>
<td></td>
<td>• quality control,</td>
</tr>
<tr>
<td></td>
<td>• diagnostic routines</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>The Prime Contractor shall perform periodic training assessments to evaluate the</td>
</tr>
<tr>
<td></td>
<td>effectiveness of its training program. Reports shall be prepared by the Prime Contractor</td>
</tr>
<tr>
<td></td>
<td>and delivered to DCJS no less frequently than weekly once the training program has</td>
</tr>
<tr>
<td></td>
<td>been initiated. Adjustments to the training program shall be made by the Prime</td>
</tr>
<tr>
<td></td>
<td>Contractor if the evaluation(s) indicated changes are required to improve the</td>
</tr>
<tr>
<td></td>
<td>effectiveness of training.</td>
</tr>
</tbody>
</table>
Appendix E

Production Reports Requirements
Appendix E

Production Reports Requirements

Introduction

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

Tenprint Reporting

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

General Production Reports

Report 1 – Processing Function Production Report

Transactions – by Processing Function and Time
Note: Examples of Processing Function are: acquisition, quality control, verification, validation, exception processing time

<table>
<thead>
<tr>
<th></th>
<th>Processing Function 1</th>
<th>Processing Function 2</th>
<th>Processing Function n</th>
<th>Transaction Time in System</th>
<th>Average Transaction Time in System</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completed Transactions</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Priority 1</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Priority 2</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Priority n</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Work in Process</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Priority 1</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Priority 2</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Priority n</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>
Report 2 – Workstation Operator Production Report

Transactions – by Processing Function and Time
Note: Examples of Processing Function are: acquisition, quality control, verification, validation, exception processing time

<table>
<thead>
<tr>
<th></th>
<th>Processing Function 1</th>
<th>Processing Function 2</th>
<th>Processing Function n</th>
<th>Transaction Time in System</th>
<th>Average Transaction Time in System</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completed Transactions</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Priority 1</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Priority 2</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Priority n</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Work in Process</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Priority 1</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Priority 2</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Priority n</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
</tbody>
</table>

Report 3 – Expeditor Report

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

Production Statistics: - Counts Only

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

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

### Rejected Transactions
- Tentative ✓ ✓ ✓ ✓ ✓
- Actual ✓ ✓ ✓ ✓ ✓
- Non-Rejectable ✓ ✓ ✓ ✓ ✓

### Identification Source
- First Name Search ✓ ✓ ✓
- First-Technical Search ✓ ✓ ✓
- Contributor Supplied Candidate ✓ ✓ ✓
  - Field Hit ✓ ✓ ✓
  - FBI number ✓ ✓ ✓
  - Soc Sec number ✓ ✓ ✓
- 2nd Technical Search ✓ ✓ ✓
- 2nd Name Search ✓ ✓ ✓

### Identification
- All ✓ ✓
- Retained ✓ ✓
- Inquiry (SABIS Update Ineligible) ✓ ✓

### Non-Identification
- All ✓ ✓
- Retained ✓ ✓
- Inquiry (SABIS Update Ineligible) ✓ ✓

### Search Statistics
- Filtered Name Search Hits ✓ ✓
- Technical Search Hits ✓ ✓
- Number Search Hits ✓ ✓
- Sure Hits ✓ ✓
- First Search – No Sure Hit ✓ ✓
- Second Search – No Threshold Search ✓ ✓
- Manually Initiated Offline Searches ✓ ✓
- No Candidates above threshold ✓ ✓
- Non-Identifications with Technical Search Candidates Above Threshold ✓ ✓

### File Based Data
- NYSID’s on SABIS (Composite Record) ✓
- 20 Image Records on SABIS (rolled images and Plain images) ✓
- 10 Image Records on SABIS (rolled images Only) ✓
- 1-2 Image Records on SABIS ✓ ✓
- Updates to 20 Images ✓ ✓
- Composite Image Updates by Image ✓ ✓
- MRE’s Added
  - New MRE ✓ ✓
  - Hold MRE ✓ ✓
  - Replacement MRE ✓ ✓
- Palm Prints NYSID Records on File ✓ ✓
  - Palm Prints NYSID Records Processed ✓ ✓
  - File Maintenance
    - Records Purged ✓
    - Pattern Upgrade ✓
## Verification/Validation Reporting

<table>
<thead>
<tr>
<th>Verification Transactions Processed</th>
<th>Candidates Compared</th>
<th>% Inconclusive</th>
<th>% Identified</th>
<th>% Non-Identified</th>
<th>Mismatch</th>
<th>Image Update</th>
<th>Patterns Changed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operator 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operator 2</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Operator 3</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Validation Transactions Processed</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operator 4</td>
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</tr>
<tr>
<td>Operator 5</td>
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<tr>
<td>Operator 6</td>
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<tr>
<td>Total By Shift</td>
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<tr>
<td>Total by Agency</td>
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</table>

## Remote Search Reporting

<table>
<thead>
<tr>
<th>Remote Inquiry Search</th>
<th>Total</th>
<th>By priority</th>
<th>By Operator</th>
<th>By ORI</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Searches Entered</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Suspects Returned</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Remote NYSID Image Requests</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Latent Reporting

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

### Latent Search Data – NY Searches Only

<table>
<thead>
<tr>
<th></th>
<th>LT/TP</th>
<th>UL/TP</th>
<th>LT/UL</th>
<th>PL/PP</th>
<th>UP/PP</th>
<th>PL/UP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of cases entered</td>
<td>✔</td>
<td></td>
<td>❌</td>
<td>✔</td>
<td></td>
<td>❌</td>
</tr>
<tr>
<td>Number of Latent print searches entered</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of cases – No Search Value</td>
<td>✔</td>
<td></td>
<td></td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Latent print searches - No Search Value</td>
<td></td>
<td></td>
<td></td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Cases - (Re)Launched</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Number of Latent print searches - (Re)Launched</td>
<td></td>
<td></td>
<td></td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Number of candidates reviewed</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Number of candidates verified</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Identifications by print image</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th></th>
<th>LT/TP</th>
<th>UL/TP</th>
<th>LT/UL</th>
<th>PL/PP</th>
<th>UP/PP</th>
<th>PL/UP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of cases entered</td>
<td>✔</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Latent print searches entered</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of cases – No Search Value</td>
<td>✔</td>
<td></td>
<td></td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Latent print searches - No Search Value</td>
<td></td>
<td></td>
<td></td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Cases - (Re)Launched</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Number of Latent print searches - (Re)Launched</td>
<td></td>
<td></td>
<td></td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Number of candidates reviewed</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Number of candidates verified</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Identifications by print image</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
<td>✔</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>By Operator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Active Cases on File</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Number of Cases identified but not verified</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Number of Cases identified and fully verified</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Number of cases purged by expiration date</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Number of cases with retention date less than 1 year</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Number of images purged by expiration date</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Number of cases deleted</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Number of images deleted</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Number of Latent Search Images on file</td>
<td>✔</td>
<td>✔</td>
</tr>
</tbody>
</table>
### Administrative Reports

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

**User Statistics**

<table>
<thead>
<tr>
<th>User Statistics</th>
<th>At DCJS</th>
<th>At Remote Sites</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total User ID's</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>User ID's Added</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>User ID's Removed</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>User ID's Modified</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>User ID's Disabled</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Invalid User ID used</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Invalid Password used</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Password Resets</td>
<td></td>
<td>✔️</td>
</tr>
</tbody>
</table>

**System Status**

<table>
<thead>
<tr>
<th>Queue 1</th>
<th>Record Count</th>
<th>% of Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>File 1</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>File 2</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>File n</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Process 1</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Process 2</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Process n</td>
<td>✔️</td>
<td>✔️</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Queue 2</th>
<th>Record Count</th>
<th>% of Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>File 1</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>File 2</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>File n</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Process 1</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Process 2</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Process n</td>
<td>✔️</td>
<td>✔️</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Queue n</th>
<th>Record Count</th>
<th>% of Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>File 1</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>File 2</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>File n</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Process 1</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Process 2</td>
<td>✔️</td>
<td>✔️</td>
</tr>
<tr>
<td>Process n</td>
<td>✔️</td>
<td>✔️</td>
</tr>
</tbody>
</table>
Ad Hoc Reports

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

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

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

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

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

Latent Identification Data – Compiled for each identification

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

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

Time Case in System – days

Number of Lifts in Case
Relaunches
Elimination Identification
FBI Identification
Backward Search Results

Instrumentation Reporting

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

- Accuracy rates as identified in Attachment 14;
- Throughput rates as identified in Attachment 14;
- System faults, errors and downtime; and
- System utilization
Response to the
New York State
Division of Criminal Justice Services
for a
Statewide Automated
Biometric Identification
System (SABIS)

Package 2
Financial/Administrative Proposal
RFP CJS2007-03
August 15, 2008

Sagem Morpho Inc.
SAFRAN Group
<table>
<thead>
<tr>
<th>Attachment</th>
<th>Description</th>
<th>Tab</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Offerer Firm Information Form</td>
<td>1</td>
</tr>
<tr>
<td>17</td>
<td>Firm Offer Letter and Conflict of Interest Disclosure</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Resolution of the Corporate Board of Directors</td>
<td>3</td>
</tr>
<tr>
<td>18-25</td>
<td>Financial Forms</td>
<td>4</td>
</tr>
<tr>
<td>26-30</td>
<td>New York State Forms</td>
<td>5</td>
</tr>
<tr>
<td>31</td>
<td>Bid Bond Form</td>
<td>6</td>
</tr>
<tr>
<td>32-33</td>
<td>Subcontractor Forms</td>
<td>7</td>
</tr>
<tr>
<td>34</td>
<td>Addendum</td>
<td>8</td>
</tr>
</tbody>
</table>
This Page Intentionally Left Blank
1. **OFFERER FIRM INFORMATION FORM**

1.1. **Attachment 7 - Offerer Firm Information Form**

<table>
<thead>
<tr>
<th>Name of Company Bidding:</th>
<th>Sagem Morpho, Inc.</th>
<th>Offerer Firm's Federal Tax Identification No.:</th>
<th>33-0154789</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street</td>
<td>1145 Broadway Plaza, Suite 200</td>
<td>City</td>
<td>Tacoma</td>
</tr>
<tr>
<td>State</td>
<td>Washington</td>
<td>Zip</td>
<td>98402</td>
</tr>
<tr>
<td>Contact Name:</td>
<td>Jo Ann Borden</td>
<td>Title:</td>
<td>Director, North East Business Group</td>
</tr>
<tr>
<td>Phone</td>
<td>(518) 452-3502 ext (229)</td>
<td>Toll Free Phone</td>
<td>(866)580-6324 ext (229)</td>
</tr>
<tr>
<td>Fax</td>
<td>(518) 452-3581 ext ( )</td>
<td>Toll Free Fax</td>
<td>( ) - ext ( )</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td><a href="mailto:Joann.borden@morpho.com">Joann.borden@morpho.com</a></td>
<td>Company Web Site:</td>
<td><a href="http://www.morpho.com">www.morpho.com</a></td>
</tr>
</tbody>
</table>
Attachment 18

Proposed Fixed Purchase Price – Mandatory Base System
Attachment 18

Provide the Offerer’s proposed fixed purchase price that shall include software license fees, hardware, services and any other component not listed here for the mandatory base system requirements for the proposed SABIS system. In addition, include any trade-in value the Offerer wishes to offer against the existing DCJS SAFIS system.

<table>
<thead>
<tr>
<th>Cost Breakdown:</th>
<th>Fixed Purchase Price ($ US)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Software License fee</td>
<td>$ 15,758,277</td>
</tr>
<tr>
<td>b. Hardware</td>
<td>$ 1,477,300</td>
</tr>
<tr>
<td>c. Development and Implementation Services</td>
<td>$ 3,869,280</td>
</tr>
<tr>
<td>d. Other</td>
<td>$ 402,285</td>
</tr>
<tr>
<td>e. Trade-in Value</td>
<td>$(13,286,814)</td>
</tr>
<tr>
<td>f. Proposed Fixed Purchase Price (sum of above costs)</td>
<td>$ 8,220,328</td>
</tr>
</tbody>
</table>
Attachment 19

Maintenance and Support Price – Mandatory Base System
Attachment 19

Provide the maintenance and support price including the retention of all Production and Test system hardware and software at manufacturer’s support levels (including Technology Refresh) at all times for the period of the ten (10) year contract. The one-year warranty period for this implementation will begin the day all transactions are processed in the production environment (i.e., complete cutover from the current SAFIS to the new SABIS). The maintenance and support costs will begin at the conclusion of this warranty period, which is not adjustable.

Please note: this example assumes an implementation date of 27 months after contract is approved.

<table>
<thead>
<tr>
<th></th>
<th>Month 1</th>
<th>Month 2</th>
<th>Month 3</th>
<th>Month 4</th>
<th>Month 5</th>
<th>Month 6</th>
<th>Month 7</th>
<th>Month 8</th>
<th>Month 9</th>
<th>Month 10</th>
<th>Month 11</th>
<th>Month 12</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Year 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>0</td>
</tr>
<tr>
<td>Year 3</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Year 4</td>
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<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
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<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$943,344</td>
</tr>
<tr>
<td>Year 5</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$943,344</td>
</tr>
<tr>
<td>Year 6</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$943,344</td>
</tr>
<tr>
<td>Year 7</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
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<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$943,344</td>
</tr>
<tr>
<td>Year 8</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$943,344</td>
</tr>
<tr>
<td>Year 9</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$943,344</td>
</tr>
<tr>
<td>Year 10</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$78,612</td>
<td>$943,344</td>
</tr>
<tr>
<td>Total</td>
<td>$550,284</td>
<td>$550,284</td>
<td>$550,284</td>
<td>$550,284</td>
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<td>$550,284</td>
<td>$550,284</td>
<td>$550,284</td>
<td>$550,284</td>
<td>$550,284</td>
<td>$6,603,408</td>
</tr>
</tbody>
</table>
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Attachment 20

Optional Professional Services Price List
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Attachment 20

Provide pricing for professional services that would be available to DCJS at its discretion. Include all possible titles of staff (e.g., developers and engineers) in the list. Compute the Average Hourly Fee by dividing the sum of all Hourly Fees by the number of titles in the Offerers’ list.

<table>
<thead>
<tr>
<th>1. Professional Services</th>
<th>Price Basis</th>
<th>Hourly Fee ($ US)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Developer</td>
<td>Hourly Fee</td>
<td>$ 79.00</td>
</tr>
<tr>
<td>b. Engineer</td>
<td>Hourly Fee</td>
<td>$ 105.00</td>
</tr>
<tr>
<td>c. Future Customization(s)</td>
<td>Hourly Fee</td>
<td>$ 69.00</td>
</tr>
<tr>
<td>d. Other(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. Analyst / Professional Support</td>
<td>Hourly Fee</td>
<td>$ 59.00</td>
</tr>
<tr>
<td>f. Call Center Operator</td>
<td>Hourly Fee</td>
<td>$ 29.00</td>
</tr>
<tr>
<td>g. Customer Service Engineer I</td>
<td>Hourly Fee</td>
<td>$ 49.00</td>
</tr>
<tr>
<td>h. Fingerprint Operator</td>
<td>Hourly Fee</td>
<td>$ 35.00</td>
</tr>
<tr>
<td>i. Help Desk Operator</td>
<td>Hourly Fee</td>
<td>$ 31.00</td>
</tr>
<tr>
<td>j. Minutiae Analyst</td>
<td>Hourly Fee</td>
<td>$ 35.00</td>
</tr>
<tr>
<td>k. Project Coordinator</td>
<td>Hourly Fee</td>
<td>$ 47.00</td>
</tr>
<tr>
<td>l. Average Hourly Fee</td>
<td></td>
<td>$ 53.80</td>
</tr>
</tbody>
</table>
Attachment 21

Total Proposed Cost of Ownership
For Offerer’s Mandatory Base System
For Initial 10 Year Contract Period
Attachment 21

Provide the total "Cost of Ownership" for the Offerer’s mandatory base system. The number of estimated hours indicated on line ‘c’ is an assumption used for evaluation purposes only, and is not to be considered a commitment by DCJS to any professional services during the Contract term. Compute the line ‘c’ extended price by multiplying the Average Hourly Fee by 12,000.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Fixed Purchase Price – Mandatory Base System (Source: Attachment 18, line f)</td>
<td>$8,220,328</td>
<td></td>
<td>$8,220,328</td>
</tr>
<tr>
<td>b. Maintenance and Support Cost – Mandatory Base System (Source: Attachment 19, Total)</td>
<td>$6,603,341</td>
<td></td>
<td>$6,603,408</td>
</tr>
<tr>
<td>c. Estimated Cost for Optional Professional Services (Source: Attachment 20, line 1)</td>
<td>$53.80</td>
<td>12,000</td>
<td>$645,600</td>
</tr>
</tbody>
</table>

Total Fixed Price Cost (sum of 1, 2 and 3 above) | | | $15,469,336 |
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Attachment 22

Proposed Fixed-Price Milestone Deliverable Payment Schedule
Attachment 22

Provide the Offerer’s fixed price for all deliverables defined within the Project Plan including, but not limited to, hardware, software, and services. The deliverables and associated payment schedule submitted by each Offerer must match its submitted Project Plan. Each deliverable must have a delivery date and payment amount associated with it and the total payment amount of the schedule must be summed and may not exceed twenty (20) percent of the Offerer’s proposed fixed-price purchase price (Attachment 18, line f).

<table>
<thead>
<tr>
<th>Milestone Deliverable</th>
<th>Delivery Date</th>
<th>Payment Amount ($ US)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliverable 1 – ID# 35 SABIS Deliverable Acceptance Plan - Milestone</td>
<td>2/9/09</td>
<td>$ 164,407</td>
</tr>
<tr>
<td>Deliverable 2 – ID# 63 SABIS Deliverable SABIS Design Final - Milestone</td>
<td>2/20/09</td>
<td>$ 411,016</td>
</tr>
<tr>
<td>Deliverable 3 – ID# 361 SABIS Deliverable Hardware Received at Central Site - Milestone</td>
<td>12/23/09</td>
<td>$ 822,033</td>
</tr>
<tr>
<td>Deliverable 4 – ID# 468 SABIS Deliverable SABIS Transition Phase I Accepted - Milestone</td>
<td>3/8/10</td>
<td>$ 246,610</td>
</tr>
<tr>
<td>Proposed Total Deliverable Payment Schedule (sum of above costs)</td>
<td></td>
<td>$ 1,644,066</td>
</tr>
</tbody>
</table>
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Attachment 23

Detailed Optional Features Price List
The pricing of optional features, components and services shall be proposed by the Offerer so that pricing is known in advance in the event that DCJS chooses to acquire additional SABIS capabilities throughout the term of the contract. Provide an entry in this table for each optional feature as listed in Attachments 15 and 16. Indicate any features that are included in COTS at no incremental cost, features that the Offerer has decided not to offer to DJCS, or include any incremental costs associated with each optional feature (i.e., software, hardware and services) included as a customization to the proposed SABIS along with a total of the incremental costs. If the Offerer intends to propose any maintenance costs with an optional feature, include that cost in the appropriate column. After all proposed optional features have been identified, calculate the totals for each column in the table.

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
<th>COTS</th>
<th>No Proposal</th>
<th>Incremental Software License Fee Cost</th>
<th>Incremental Hardware Cost</th>
<th>Incremental Services Cost</th>
<th>Total Optional Feature Cost</th>
<th>Monthly Maintenance Cost (***)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Att 15 A.12</td>
<td>The Offerer shall describe how the SABIS will handle the scenario where two transactions for the same individual are being processed in the same timeframe before either has been completed (e.g., a criminal submission arrives shortly after a civil submission). Describe possible adverse impacts on system functioning, such as the potential for a resultant missed identification, increased operator workload, diminished response times etc.</td>
<td></td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Number</td>
<td>Description</td>
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<td>Incremental Hardware Cost</td>
<td>Incremental Services Cost</td>
<td>Total Optional Feature Cost</td>
<td>Monthly Maintenance Cost (***$)</td>
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<tr>
<td>Att 15 A.13</td>
<td>A remotely requested search and identification function, for criminal justice purposes, using one or more fingers is desired. This functionality shall support both mobile and wired applications and will include fingerprint-based searching of the SABIS system resulting in a NYSID Summary Rap request to DCJS for the top candidate, and delivery of a Summary Rap to the requestor. This transaction shall be treated as a remote inquiry for DCJS security, auditing and authorization requirements and all requests and response information will be recorded in the SABIS audit system. The SABIS shall return the top candidate NYSID Summary Rap to the requestor with a disclaimer stating that this is an unverified top candidate. The function shall adhere to FBI Criminal Justice Information Services (CJIS) Security Policy, regarding the storage and transmission of sensitive FBI data. Describe the proposed Offerer solution, including how all the individual requirements for this function as described above will be met. Indicate whether or not the response requires DCJS operator intervention. Describe any system and/or processing requirements or limitations.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Att 15 B.3</td>
<td>A SABIS sub-system data reconciliation feature is desired as the DCJS NYSID number, for example, may reside in multiple databases or files on the SABIS, and each NYSID number should be consistently represented in all databases. A NYSID's data should not be in a biographical database table or file and then missing from an image database table or file. Describe the system solution to maintain consistency within the system, avoid broken links, listing available checks and indications if each respective check is continuous, requested or periodic and any performance issues or concerns that may arise when executed.</td>
<td>X</td>
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<tr>
<td>Number</td>
<td>Description</td>
<td>COTS</td>
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<td>Incremental Hardware Cost</td>
<td>Incremental Services Cost</td>
<td>Total Optional Feature Cost</td>
<td>Monthly Maintenance Cost (****)</td>
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<tr>
<td><strong>Att 15 C.2</strong></td>
<td>The Offerer shall propose a method which provides the Latent Print examiners the option to facilitate searching and verifying multiple crime scene Latent fingerprint and palm print images against submitted elimination records. This process would enable the examiner to temporarily store specific elimination records separately without updating existing target databases. The examiner shall have the capability to launch Latent print image searches against these elimination records only and at search conclusion have the ability to delete all elimination records from the temporary storage database/queue. The description of this feature shall include how elimination records are captured, searched and later removed from the temporary target database/queue.</td>
<td></td>
<td>X</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Att 15 C.3</strong></td>
<td>The Offerer shall describe Level 3 matching capability of the SABIS, including their research results, resulting accuracy improvements from testing and the source of the testing (research and/or benchmark tests). Offerer shall list customer sites where the proposed solution has been implemented, if applicable.</td>
<td></td>
<td>X</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Att 15 C.4</strong></td>
<td>SABIS shall have state-of-the-art image clarifying tools available for Latent Print Examiners. Several of these tools are described in System Base Requirement B.1, System Optional Feature B.29, and Latent Optional Feature B.10. Please describe any additional tools provided in the system’s solution.</td>
<td></td>
<td>X</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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</tr>
<tr>
<td><strong>Att 15 C.5</strong></td>
<td>The Offerer shall provide a solution, including the degree of automation, that updates Latent search candidate lists to include Tenprint records which are added to the target database after the Latent search candidate list is initially established. This process shall provide for the inclusion of potential Latent search candidates which become available before a Latent search reaches a final determination.</td>
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<td>X</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>Att 15 C.6</td>
<td>DCJS currently uses Foray's Authenticated Digital Asset Management System (ADAMS) for Latent case management (digital asset management), court accepted import and export image processing methods, image clarification using court-accepted methods, archiving evidence, downloading evidence from digital sources and exporting Latent fingerprint and palm print images in proper format to local, state or federal AFIS systems. Describe how the Offeror's solution can provide similar functions of Foray's ADAMS utilized by DCJS.</td>
<td>X</td>
<td>X</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>0</td>
<td>$0</td>
</tr>
<tr>
<td>Number</td>
<td>Description</td>
<td>COTS</td>
<td>No Proposal</td>
<td>Incremental Software License Fee Cost</td>
<td>Incremental Hardware Cost</td>
<td>Incremental Services Cost</td>
<td>Total Optional Feature Cost</td>
<td>Monthly Maintenance Cost (***$)</td>
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<tr>
<td>Att 16 6</td>
<td>Offeror shall supply a charting application for Latent Print Examiners to create fingerprint image comparison charts for courtroom presentations. Comparison exhibit application shall allow the Latent Print Examiner to include the search image and the identified image in a side by side display, duplicate and enlarge selected areas of each image for side by side comparison as well as indicate which selected areas are in agreement via text and graphics. The Offeror solution shall allow exhibit presentations to be saved in a variety of standard file formats such as but not limited to JPEG, TIFF, PSD, PDF, etc. which will allow completed exhibit presentations to be printed in color at various sizes from 8.5&quot;x11&quot; up to 11&quot;x17.&quot;</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Att 16 7</td>
<td>The SABIS shall provide a Latent workstation tool to separate overlapping/superimposed images.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Att 16 8</td>
<td>Workstation queues and counters shall automatically refresh at specified intervals.</td>
<td></td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Att 16 9</td>
<td>Workstations shall have a sort functionality for each queue that includes sorting on contributor OR.</td>
<td></td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Att 16 10</td>
<td>A single login and logout shall be required for a work session.</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Att 16 11</td>
<td>The system shall have the capability to display all palm print images from an individual's palm print acquisition.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Att 16 12</td>
<td>The Identification Technician/Latent Print Examiner shall have a ridge enhancement tool that provides the ability to trace and highlight individual ridges in sequence in both the search image and candidate image for comparison purposes.</td>
<td></td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Att 16 13</td>
<td>From any SABIS workstation: Identification Technician may recall for display his/her last previous hit/no-hit determination. Identification Technician default view is 10 rolled images from a search transaction and all 10 rolled images from the candidate composite record.</td>
<td></td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Number</td>
<td>Description</td>
<td>COTS</td>
<td>No Proposal</td>
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<td>Incremental Hardware Cost</td>
<td>Incremental Services Cost</td>
<td>Total Optional Feature Cost</td>
<td>Monthly Maintenance Cost (*** Cost)</td>
</tr>
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</tr>
<tr>
<td>Att 16 14</td>
<td>Evaluation/Verification/Validation display options shall be selectable and shall include, but not be limited to: Ability to view, in a variety of formats, all twenty fingerprints of the search transaction. All image views shall be able to be changed by a single mouse click or key press. Ability to view, in a variety of formats, all twenty composite fingerprint image records for each candidate. Ability to view in a variety of formats, all available candidate palm print records (palm print images from one hand (palm and writer) on one screen, palm print images from both hands on one screen)</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Att 16 15</td>
<td>The Offerer’s/Prime Contractor’s solution shall provide DCJS with search algorithms to counteract common image artifacts such as: pressure distortion, lateral distortion, growth of frictio skin, scarred fingers</td>
<td>X</td>
<td></td>
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</tr>
<tr>
<td>Att 16 16</td>
<td>SABIS shall retain a TCN transaction source type for each composite image.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Att 16 17</td>
<td>The SABIS shall retain for each individual in the target palm print database, up to 2 most recent transactions’ palm prints for Latent searches. These are referred to as Multiple Registration Events (MRE) in this RFP. A MRE record will not exist when a NYSID has only one event, as the images for a single event will reside in the composite record. The Latent Search Ineligible indicator will denote an event(s) that shall not be included in Latent search results.</td>
<td></td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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</tr>
<tr>
<td>Number</td>
<td>Description</td>
<td>COTS</td>
<td>No Proposal</td>
<td>Incremental Software License Fee Cost</td>
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</tr>
<tr>
<td>Alt 16 18</td>
<td>The SABIS shall provide real time technical fingerprint search feature/ minutiae extractions for analysis on selected transactions. These extractions will occur on every transaction that involves multiple identifications (e.g., consolidated NYSIDs); identifications with low scoring technical fingerprint search scores; identifications where the identified candidate was produced by the DCJS Name search program but was not also produced by the Offeror's technical fingerprint search. These extractions shall include the related search parameters. These transactions shall be transmitted to the exception review queue with the reason noted.</td>
<td></td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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</tr>
<tr>
<td>Alt 16 19</td>
<td>The SABIS shall allow for the notification to DCJS eJustice of every Latent search identification in order to automatically set up a NYSID Subscription for the identified NYSID number.</td>
<td></td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Alt 16 20</td>
<td>The SABIS Offerer shall support SNMP software installation, such as but not limited to, Concord or Tivoli, on the SABIS to monitor the health of the system.</td>
<td>X</td>
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</tr>
<tr>
<td>Alt 16 21</td>
<td>A verification function for submitted one to two fingerprint images is desired. This functionality shall support both mobile and wired applications, and may include verification and searching for Criminal Justice Purposes. This function shall be capable of receiving an input NYSID number and fingerprint images, and retrieving from the SABIS the images and minutiae to be compared to up to two input images collected at the remote site. This function shall return a comparison result of either a &quot;yes&quot;, &quot;no&quot; or &quot;inconclusive&quot;.</td>
<td>X</td>
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<tr>
<td>Alt 16 22</td>
<td>The Offerer shall interface with the DCJS LDAP to provide single sign-on.</td>
<td>X</td>
<td></td>
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</tr>
<tr>
<td>Alt 16 23</td>
<td>When a resubmission of a previously rejected transaction is received, the SABIS shall be capable of allowing Identification Technicians to view images from both the previously rejected transaction, which shall be retrieved from DCJS CCH, and the resubmission(s). The Identification Technician shall then be allowed to choose, on an individual image by image basis, which finger from which set will be included in the processing of the new transaction.</td>
<td></td>
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<tr>
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<tr>
<td>Att 16 24</td>
<td>The default MREs shall be the latest two records for each NYSID, with options for an Identification Technician to overwrite one (but not both) MREs with a missed identification, consolidation, or poor print record. These records shall have an indicator that they are marked as a hold and shall not be automatically overwritten by the system with a more recent record. The SABIS shall also provide an Identification Technician the option to release the hold status previously placed on a record.</td>
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<td>$0</td>
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<td>$0</td>
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<tr>
<td>Att 16 25</td>
<td>The Offeror shall supply the ability to create and display grayscale pixel density histograms for individual latent images.</td>
<td>X</td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>Att 16 26</td>
<td>SABIS shall have administrative configurability for the degree of pre-search processing automation. A configuration change shall only involve changing a parameter on the SABIS and not require system downtime or empty queues. Setting 1 – Identification Technician intervention for all processing Setting 2 – no Identification Technician intervention for acquisition, pattern assignment and visual quality rating, except for transactions flagged for workstation review after encoding (Post Encoding). Post Encoding workstation review rate shall be based on configurable parameters such as, but not limited to, quality editing, sequence and segmentation error resolution, and pattern mismatch resolution, if needed.</td>
<td>X</td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
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<td>Att 16 27</td>
<td>A SABIS workstation shall be available to give a Identification Technician the ability to extract completed transactions from the DCJS S&amp;F system and send them to the test system based on a selectable set of criteria. These criteria shall include: Contributor ORI, specific post encoding errors such as all or specified sequence errors; quality, and pattern mismatch; capture device type such as livescan or cardscan; reject reason; processing statues and queues; and TCN. All necessary queues and databases would receive the related transaction data copied from the production system and populated to the test system for this purpose. This may include extracting a copy from the permanent database data for records returned from a transaction search.</td>
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<td>Att 16 28</td>
<td>The Identification Technician shall have the ability to perform a plain to roll image replacement or roll to roll image replacement. When the image replacement is performed after image encoding, fingerprint patterns and quality assessments previously assigned to a fingerprint image shall be retained with that fingerprint image. This process shall be confirmed by the Identification Technician.</td>
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<td>Att 16 29</td>
<td>If the Offerer’s solution requires palmprint database images to be segmented for matching or storage purposes, then this segmentation shall be performed by the SABIS without manual intervention.</td>
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<td>Att 16 30</td>
<td>The Identification Technician shall have the option to manually segment and save plain fingerprint images as well as view automatic plain image segmentation.</td>
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<tr>
<td>Att 16 31</td>
<td>Several views shall be available for Identification Technicians for each transaction throughout the pre search process. Those views shall include, but not be limited to: All palm print images from one hand (palm and writer) on one screen, All palm print images from both hands on one screen.</td>
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<td>Att 16 32</td>
<td>After quality control is performed on an image, the encoding algorithm must be applied to the image. The image score and/or rating shall be updated to reflect the changes made.</td>
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<td>Att 16 33</td>
<td>Comparison markers placed on transactions in stage one verification will be made available for viewing by Validators.</td>
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<tr>
<td>Att 16 34</td>
<td>For identified transactions, if the Offerer’s fusion or normalization algorithm detects some search finger(s) scoring substantially below the other search finger(s) then the transactions shall be flagged and transmitted to the post identification exception processing queue with the reason noted. DCJS reserves the right to select the threshold that will flag such transactions.</td>
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<tr>
<td>Att 16 35</td>
<td>Identification Technicians, based on user rights, shall have all SABIS workstation capabilities as well as access to eJusticeNY over an IP network using a standard Internet browser.</td>
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<td>Att 16 36</td>
<td>Recheckers shall have the capability to re-launch a search using just the high quality minutiae. This search will not update the database.</td>
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<tr>
<td>Att 16 37</td>
<td>Recheckers shall have the capability to launch a non-filtered, full penetration search on the entire database, including MREs. This search will not update the database.</td>
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<tr>
<td>Att 16 38</td>
<td>Recheckers shall have the capability to launch a search utilizing auto class patterns, if applicable. This search will not update the database.</td>
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<tr>
<td>Att 16 39</td>
<td>Recheckers shall have the capability to launch a search returning only NYSID search candidates with year of birth (YOB) within a specified threshold date in comparison to the search subject’s year of birth when this specific search has been requested. This search will not update the database.</td>
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<tr>
<td>Att 16 40</td>
<td>Recheckers shall have the capability to launch searches returning only NYSID search candidates with a specific crime type on record in comparison to the search subject’s crime type when this specific search has been requested. This search will not update the database. See Appendix J, Table 3.</td>
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<tr>
<td>Att 16 41</td>
<td>Recheckers shall have the capability to launch searches returning only NYSID search candidates from a specified geographic region in comparison to the search subject’s geographic region when this specific search has been requested. This search will not update the database. See Appendix J, Table 4a.</td>
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| Alt 16 42 | When processing Final Identification message which involves updating a NYSID, SABIS shall trigger exception processing and visual review in cases such as:  
- Image upgrade possibilities based on automated image quality rating or source type, where a stored image composite record might be replaced with a better quality new image  
- Image upgrade possibilities based on human/visually assigned image quality rating, where a stored image composite record might be replaced with a better quality new image  
When performing exception processing, the Identification Technician shall need to compare the incoming images with the database images, which includes all images on the DCJS Archive System. Identification Technicians shall be able to tab through each image associated with a record by individual finger. |      |            | $0                      | $0                        | $0                       | $0                         | $0                              |
<p>| Alt 16 43 | SABIS shall provide a capability for an Identification Technician to request on a SABIS workstation a NYSID record of composite images and process the images through pattern assignment and minutiae assignment to determine problems that can be flagged for review and possible correction by a post encoding Identification Technician. A selectable table shall be easily changed so that certain features can be turned on or off for this review process. These features include, but are not limited to: pattern mismatches, quality control errors, and sequence errors. The Identification Technician shall have the option to launch a new search based on changes made. |      |            | $0                      | $0                        | $0                       | $0                         | $0                              |
| Alt 16 44 | SABIS will provide for batches of NYSID numbers to be extracted from the database and sent automatically through coding again to check for segmentation, sequence, pattern mismatches and quality control errors. These transactions will be non-urgent work, and will only go to post-encoding if discrepancies are detected. This process must not impact production. | X    |            |                         |                           |                          |                            |                                 |</p>
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</thead>
<tbody>
<tr>
<td>Att 16 45</td>
<td>As a quality control and selectable feature, every Nth transaction processed and completed will be sent for an exception review. Transaction data sent is “read-only”</td>
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<tr>
<td>Att 16 46</td>
<td>If a visual quality assessment of less than good is assigned to any fingerprint, the Identification Technician shall be prompted to select the appropriate defect reason(s) for the assignment.</td>
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<tr>
<td>Att 16 47</td>
<td>The Identification Technician shall have the ability to perform a palm image replacement. Quality assessments previously assigned to a palm image shall be retained with that palm image. This process shall be confirmed by the Identification Technician.</td>
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<tr>
<td>Att 16 48</td>
<td>For DCJS troubleshooting purposes, SABIS shall provide a capability for an Identification Technician to select and search an original input transaction (with Originator ORI and TranID modifiable) against the target Tenprint database, as a new transaction which will not update the target database but otherwise follows the standard transaction workflow. If the SABIS does not have the original input transactions, the SABIS shall request the transaction information from the DCJS CCH.</td>
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<tr>
<td>Att 16 49</td>
<td>If an incoming Tenprint submission is determined to be a non-identification, the related Palm Print images will be searched against the Palm Print Database (TPPD/FPD).</td>
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<tr>
<td>Att 16 50</td>
<td>SABIS shall store Latent print images received in ANSINIST accepted resolutions above 1000 ppi and display the images to the Latent Print Examiner at 1000 ppi or higher.</td>
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<tr>
<td>Att 16 51</td>
<td>SABIS shall provide the ability to scan Latent prints directly into SABIS at a minimum of 1000 ppi.</td>
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<td>$0</td>
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<tr>
<td>Att 16 52</td>
<td>SABIS shall provide the ability to accept electronic file submissions in both TIFF and Bitmap image formats, and both WSQ and JPEG2000 compression formats.</td>
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<tr>
<td>Att 16 53</td>
<td>The Latent Print Examiner shall have image clarification and feature tools available. They shall include, but not be limited to: Background suppression 3D Display of friction ridge formation which provides visual ridge depth for comparison purposes Smoothing Tool adjusts jagged edges between pixels for smooth appearance particularly when image zoom is applied Ridge Thinning Tool removes background noise and displays ridge formation as thin black curves.</td>
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<tr>
<td>Att 16 54</td>
<td>Utilizing the current accepted ANSI/NISS format, SABIS shall import an original image including the associated native image encoding.</td>
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<tr>
<td>Att 16 55</td>
<td>SABIS shall provide ULW integration or ULW encoding capabilities which utilize the current accepted ANSI/NISS format to create universal native encoded feature set transactions for exporting and searching Latent print images through various interoperable systems.</td>
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<tr>
<td>Att 16 56</td>
<td>SABIS shall allow each Latent Print Examiner to set up personal default settings unless overridden by a site manager system option.</td>
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<tr>
<td>Att 16 57</td>
<td>Latent workstations shall have selection filter options for each queue based on, but not limited to: contributor ORI, crime type and/or search creation date (in ascending or descending order).</td>
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<tr>
<td>Att 16 58</td>
<td>SABIS shall enable each Latent print examiner to select the default order that the workstation shall use in listing the searches for their evaluation.</td>
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<tr>
<td>Att 16 59</td>
<td>SABIS shall have no effective limitation on the number of Latent print searches a case may contain.</td>
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<tr>
<td>Att 16 60</td>
<td>SABIS shall allow the Latent Print Examiner to mark a Latent print as finger, palm or both. It shall use this designation to search the appropriate target database or both databases, if applicable.</td>
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<tr>
<td>Att 16 61</td>
<td>A Latent Cluster is a grouping of more than one Latent fingerprint impression that comes from the hand of one subject. SABIS shall enable the Latent Print Examiner to define, view and save a Latent Cluster.</td>
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<tr>
<td>Att 16 62</td>
<td>SABIS shall allow a Latent Print Examiner to launch Latent print searches from a workstation while concurrently processing additional Latent print images from the same case.</td>
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<td>Att 16 63</td>
<td>SABIS shall allow a Latent Print Examiner to specify that the search results be returned to a specific Latent Print Examiner.</td>
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<tr>
<td>Att 16 64</td>
<td>SABIS shall enable the Latent Print Examiner to encode and search a Latent palm print image as a single, complete image against the target database without manual segmentation.</td>
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<tr>
<td>Att 16 65</td>
<td>If the Offerer’s system utilizes segmented palm print areas, SABIS shall enable a Latent Print Examiner to encode and search specific Latent palm print areas against the appropriate target database as individual searches.</td>
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<tr>
<td>Att 16 66</td>
<td>The Latent search candidate list shall contain all the fingers and/or palm images for each NYSID, and be viewable for comparison of a Latent print image to candidate image, in side by side display.</td>
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<tr>
<td>Att 16 67</td>
<td>The Latent Print Examiner shall have the option to print the candidate list and to be able to save the list to a standard text format file.</td>
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<tr>
<td>Att 16 68</td>
<td>For each candidate SABIS shall indicate the number of sets of fingerprint images used to create the composite record, candidate’s image resolution, palm print availability and quality, and enable the Latent Print Examiner to view any other sets of images.</td>
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<tr>
<td>Att 16 69</td>
<td>For each candidate SABIS shall indicate the number of sets of palm prints used to create the composite record, candidate’s image resolution, palm print availability and quality, and enable the Latent Print Examiner to view any other sets of images.</td>
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<tr>
<td>Att 16 70</td>
<td>When searches are launched for different cases and the same NYSID appears in respective return candidate lists, it is possible that multiple cases are linked to one NYSID candidate. SABIS shall provide a daily report of all latent print searches in which the same NYSID appears in multiple return candidate lists. The report shall include all cases associated with each NYSID and indicate which cases are in progress and which cases have been previously completed.</td>
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<tr>
<td>Att 16 71</td>
<td>SABIS shall indicate, on the Latent workstation GUI display, the orientation at which the Latent print search was performed, such as, vertical, degree of orientation, or other.</td>
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<tr>
<td>Att 16 72</td>
<td>SABIS shall display, simultaneously, the same size and corresponding area of the Latent and candidate images when the Latent Print Examiner zooms in or out.</td>
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<tr>
<td>Att 16 73</td>
<td>Comparison markers placed on the suspect and candidate images by the Latent Print Examiner during the evaluation or verification process shall remain, at the Latent Print Examiner's discretion, until the candidate list is fully processed and a determination is concluded.</td>
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<tr>
<td>Att 16 74</td>
<td>SABIS shall display on a workstation screen which minute corresponds between the Latent print image and candidate image.</td>
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<tr>
<td>Att 16 75</td>
<td>SABIS shall enable a Latent Print Examiner to view all individual fingerprint images of a search candidate's composite record. The available images shall include each rolled fingerprint and each plain fingerprint image. The selected image shall be viewed in a side by side display of equal scale and rotated accordingly beside the Latent print search image.</td>
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<tr>
<td>Att 16 76</td>
<td>SABIS shall enable a Latent Print Examiner to view all individual palm print images of a search candidate's composite record. The available images shall include all captured palm print images. These images may include whole palms, upper palms, lower palms and writer's palm. The selected image shall be viewed in a side by side display of equal scale and rotated accordingly beside the Latent print search image.</td>
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<tr>
<td>Att 16 77</td>
<td>SABIS shall enable the Latent Print Examiner prior to verification to view a Latent Print Candidate Report or similar report summarizing the following for each candidate: Rank on the candidate list; NYSID or Case Number; Pattern Type; Core/Delta Distance (intervening ridges) of matching finger; matching finger number; number of sets of fingerprints; Palm Print Classification (thorax, hypothenar, interdigital) and matching segmented palm area for the subject</td>
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<tr>
<td>Att 16 78</td>
<td>SABIS shall allow the display of multiple candidate images at one time and enable the Latent Print Examiner, with a single selection, to indicate a non-identification for all of the candidate images displayed.</td>
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</tr>
<tr>
<td>Att 16 79</td>
<td>When in the evaluation or verification process, SABIS shall enable the Latent Print Examiner to select a candidate from any latent search result candidate list and launch an independent search from the candidate’s Tenprint (TP) composite record images against the Unsolved Latent Fingerprint Database (ULFD) and related Palm Print (PP) images against the Unsolved Latent Palmprint Database (ULPD)</td>
<td></td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Att 16 80</td>
<td>When Latent Print and Latent Palm Print searches are launched from the same case and return the same candidate in both biometric searches, SABIS shall assign additional value to the candidate in its scoring method escalating the respective candidate accordingly within each returned search candidate list.</td>
<td></td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Att 16 81</td>
<td>SABIS shall provide the capability for the Latent Print Examiner or supervisor to be granted a verier role. A verifier may verify every Latent from their site that has been evaluated as an identification or as inconclusive, except for their own Latent evaluations.</td>
<td></td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Att 16 82</td>
<td>SABIS shall not display to the verifier the previous evaluation results.</td>
<td></td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Att 16 83</td>
<td>SABIS shall allow a site manager to request their site evaluations be verified at one or more other selected sites and shall not display evaluations at the other site(s) until the request is accepted. This request may be made for either a specified case or for all cases.</td>
<td></td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Number</td>
<td>Description</td>
<td>COTS</td>
<td>No Proposal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------</td>
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<td></td>
</tr>
<tr>
<td>Att 16 84</td>
<td>When an identification has been verified by the number of required verifications for that site, SABIS shall allow the final verifying Latent Print Examiner to forward fully verified identifications to an additional verifying Latent Print Examiner at another site.</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Att 16 85</td>
<td>SABIS shall not display the Latent Print Examiner's evaluating comparison markers until a verifying Latent Print Examiner has made a determination.</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Att 16 86</td>
<td>For verification purposes, SABIS shall enable a verifying Latent Print Examiner to display any of the fingers or palm print images for the search candidate images from composites, MREs or the DCJS archival system.</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Att 16 87</td>
<td>SABIS shall provide to the verifying Latent Print Examiner a viewable list of all available records of a Latent print search candidate for display at the workstation. The list shall include, but not be limited to, composite record, MREs, resolution, overall quality, an indication of which records have been previously viewed, and an indication of which records contain palm images.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Att 16 88</td>
<td>SABIS shall enable the Latent Print Examiner to print a 1 to 1 scale copy of a NYSID fingerprint record (images and related data) on 8&quot; x 8&quot; card stock. The Latent Print Examiner will have the option of printing the NYSID composite record (images and related data) and/or MRE. This shall be printed in accordance with FBI EBTS, Appendix F, Section 4.0.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Att 16 89</td>
<td>SABIS shall display to the verifying Latent Print Examiner the other verifiers who have made determinations. SABIS shall not display the other verifying Latent Print Examiner's determination before the Latent has been evaluated by all verifying Latent Print Examiners.</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Att 16 90</td>
<td>SABIS shall enable an evaluating Latent Print Examiner to forward a Latent print to a supervisor or to another Latent Print Examiner when the verification cannot be confirmed.</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Att 16 91</td>
<td>When an identification has been fully verified the SABIS shall prompt the verifying Latent Print Examiner to decide whether selected or all Latent searches for the image should be deleted from the ULFD/ULPD at that time.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number</td>
<td>Description</td>
<td>COTS</td>
<td>No Proposal</td>
<td>Incremental Software License Fee Cost</td>
<td>Incremental Hardware Cost</td>
<td>Incremental Services Cost</td>
<td>Total Optional Feature Cost</td>
<td>Monthly Maintenance Cost (***)(*1)</td>
</tr>
<tr>
<td>--------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>Alt 16 92</td>
<td>Upon the conclusion of a Latent print image search, the Latent Print Examiner will have the option for SABIS to create universal native encoded feature set transaction utilizing the current accepted ANSI/NIST format for exporting and searching Latent fingerprint and palm print images through various interoperable systems. The transaction file shall be placed and retrieved from a designated folder on SABIS or a DCJS networked computer and shall be FBI EBTS compliant.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alt 16 93</td>
<td>SABIS shall allow the Latent Print Examiner to launch an FBI EBTS compliant Latent Fingerprint or Palm Print Feature Search directly against the FBI database. Search results will be returned, displayed and processed through SABIS.</td>
<td></td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Alt 16 94</td>
<td>Once the latent print search is concluded, SABIS shall enable the Latent Print Examiner to produce an export file of the search image in a lossless file format. The file shall be placed into a user designated folder on either SABIS or a DCJS networked computer for purposes such as, but not limited to, printing and courtroom chart preparation.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alt 16 95</td>
<td>SABIS shall enable a supervisor to review recent Latent Print Examiner searches and the corresponding Latent and candidate search images.</td>
<td></td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Alt 16 96</td>
<td>When multiple unsolved candidate fingerprint images result from a single TP/ULFD search transaction, all unsolved candidates images shall be listed in the return candidate list displayed on the latent workstation GUI.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alt 16 97</td>
<td>When multiple unsolved palm print images result from single Palm print/Unsolved Latent Palm print Database (PP/ULPD) search transaction, all unsolved candidates images shall be listed in the return candidate list displayed on the latent workstation GUI.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alt 16 98</td>
<td>SABIS shall provide a daily report of all TP/ULFD search transactions which result in identifications to multiple Latent cases. The report shall indicate which cases are in progress and which cases were previously completed and identified to the Tenprint NYSSID.</td>
<td></td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Alt 16 99</td>
<td>SABIS shall enable the Latent Print Examiner to select ULFD/ULPD records for deletions/modifications by Latent Case Number, Image ID, and Latent Search parameters.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number</td>
<td>Description</td>
<td>COTS</td>
<td>No Proposal</td>
<td>Incremental Software License Fee Cost</td>
<td>Incremental Hardware Cost</td>
<td>Incremental Services Cost</td>
<td>Total Optional Feature Cost</td>
<td>Monthly Maintenance Cost (****)</td>
</tr>
<tr>
<td>----------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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<td>---------------------------------------</td>
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<td>-------------------------------</td>
</tr>
<tr>
<td>Att 16 100</td>
<td>When purging a Latent search, and other searches are present on the ULFD or the ULPD for that same Image ID, Case Number, and Original Latent Print Examiner ID, then SABIS shall give the Latent Print Examiner the option to purge all or selected searches associated with the same image.</td>
<td></td>
<td>X</td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Att 16 101</td>
<td>SABIS shall provide site managers the ability to list cases which have an Expiration Date within the next month. The listing shall be paginated based on Assigned Latent Print Examiner ID and at a minimum include: Latent Case Number; Latent image ID; Image Quality; Latent Search ID; Crime Type; Crime Date; Creation Date; Expiration Date; Assigned Latent Print Examiner ID; and search filters.</td>
<td></td>
<td>X</td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Att 16 102</td>
<td>SABIS shall use a table, that can be updated or modified, to define certain crime types where cases will automatically be set to have an &quot;indefinite retention&quot; Expiration date.</td>
<td></td>
<td>X</td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Att 16 103</td>
<td>The Offerer shall provide a camera solution that enables Latent Print Examiners to capture high resolution images of latent case evidence via digital camera for Latent Print processing. This solution shall include direct connectivity from a digital camera to SABIS.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTALS $0 $0 $0 $0 $0

(*** ) After warranty period ends which will be twelve (12) months after the feature is migrated to production.
Attachment 24

Component Purchase and Maintenance Price List
Attachment 24

Provide a pricing list for system components that would need to be acquired by DCJS in the event growth is beyond projections or there are significant new requirements (e.g., legislative mandate). Provide pricing for all necessary components, such as, but not limited to, workstations and servers. This price list must be inclusive of all components proposed to meet DCJS stated requirements.

<table>
<thead>
<tr>
<th>Component Description</th>
<th>Purpose of the Component</th>
<th>Identifying Information (e.g., Product Number)</th>
<th>Component Cost ($ US)</th>
<th>Monthly Maintenance Cost After Warranty ($ US)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field Biometric Terminal</td>
<td>Mobile two finger capture and search, includes wi-fi communication, camera, satchel, wall charger, handstrap, qwerty keyboard</td>
<td>RapID MR1100W</td>
<td>$ 4,954</td>
<td>$ 40</td>
</tr>
<tr>
<td>Field Biometric Terminal</td>
<td>Mobile two finger capture and search, includes cellular communication (GSM/GPRS/EDGE/UMTS), camera, satchel, wall charger, handstrap, qwerty keyboard</td>
<td>RapID MR1100G</td>
<td>$ 5,554</td>
<td>$ 40</td>
</tr>
<tr>
<td>Field Biometric Terminal</td>
<td>Mobile two finger capture and search, includes wi-fi and cellular communication (GSM/GPRS/EDGE/UMTS), camera, satchel, wall charger, handstrap, qwerty keyboard</td>
<td>RapID MR1100WG</td>
<td>$ 5,754</td>
<td>$ 40</td>
</tr>
<tr>
<td>FIIS Server</td>
<td>Connection of FastID terminals to Biometric Server – facilities interfaces to 3rd party systems such as mug photo, criminal history, etc.</td>
<td>SFIISERVER0</td>
<td>$ 124,406</td>
<td>$ 1,571</td>
</tr>
<tr>
<td>Biometric Server</td>
<td>Gateway between mobile two finger device(s) and SABIS</td>
<td>SBSVSTAND0</td>
<td>$ 81,950</td>
<td>$ 1,035</td>
</tr>
<tr>
<td>MetaMorpho Workstation – TP acquisition</td>
<td>Tenprint acquisition</td>
<td>1700-200</td>
<td>$ 28,667</td>
<td>$ 358</td>
</tr>
<tr>
<td>MetaMorpho Workstation – verification</td>
<td>Search verification</td>
<td>1700-500</td>
<td>$ 24,667</td>
<td>$ 308</td>
</tr>
</tbody>
</table>
Attachment 25

Optional Services Price List
### Attachment 25

Provide pricing for optional services and space that would be available to DCJS at its discretion. Include services such as conversion (per record fee) and training (hourly or perhaps other scenarios such as per class).

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Conversion Fee per electronic record, including a set of fingerprint or palm prints and all related biographical, demographical and event date, as applicable (see note 1)</td>
<td>Per electronic record</td>
<td>$0.072</td>
<td>$0.072</td>
<td>$0.072</td>
</tr>
<tr>
<td>b. Conversion Fee per paper record (see note 2)</td>
<td>Per paper record</td>
<td>$1.00</td>
<td>$2.59</td>
<td>$1.00</td>
</tr>
<tr>
<td>2. Training</td>
<td>Price Basis</td>
<td>Price</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td>Day</td>
<td>$1.000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 3. Physical Work Space

Physical work space for DCJS SABIS project personnel in addition to the physical work space for the Offerers' project team in the Albany Office. The space must be able to accommodate an additional 15 DCJS employees / consultants and two (2) conference rooms. DCJS will supply desktop devices for the DCJS employees / consultants.

<table>
<thead>
<tr>
<th>Price Basis</th>
<th>Cost for Contract Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly</td>
<td>$4,200.00 / month</td>
</tr>
</tbody>
</table>

Note 1: Minimum 4,000,000 records to be converted
Note 2: Minimum 1,000,000 records, 500ppi, and no demographic data entry
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List each proposed subcontractor, as defined herein, proposed for use on the SABIS project, in descending order (largest to smallest) of scope of services provided to project.

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Team Size</th>
<th>Role</th>
<th>Contact Name/Phone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gcom Software, Inc.</td>
<td>5</td>
<td>S/W Design, development &amp; integration testing</td>
<td>Girish Bhatia (518) 869-1671</td>
</tr>
<tr>
<td>CMA</td>
<td>3</td>
<td>Oracle consulting, system implementation</td>
<td>Peter M. Chynoweth (518)783-9003 (x2225)</td>
</tr>
<tr>
<td>Distinctive Personnel</td>
<td>12</td>
<td>Personnel staffing services</td>
<td>Jean-Paul Renard (212)683-3300</td>
</tr>
</tbody>
</table>