



FLORIDA DEPARTMENT LAW ENFORCEMENT  
INVITATION TO NEGOTIATE  
*Acknowledgement Form*

Page 1 of 54 pages

Agency Release Date:  
**June 19, 2015**

SUBMIT REPLY TO: Department of Law Enforcement  
Office of General Services  
2331 Phillips Road  
Tallahassee, Florida 32308  
Telephone Number: 850-410-7300  
Fax: 850-410-7333

**Solicitation Title: Live Scan Equipment and Software**

**Solicitation Number: FDLE ITN 1531**

**Replies are Due: DATE @ 2:00 PM ET**

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

**Respondent Name:**

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

\*Authorized Signature (Manual)

**Respondent Mailing Address:**

\*Authorized Signature (Typed), Title

**City, State, Zip:**

Phone Number:

Toll Free Number:

Fax Number:

Email Address:

FEID Number:

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

By signature on the Reply, Respondent  
certifies that it complies with all terms  
and conditions of the ITN

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

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

**PRIMARY CONTACT:**

**SECONDARY CONTACT:**

Contact Name, Title:

Contact Name, Title:

Address:

Address:

Phone Number:

Phone Number:

Fax Number:

Fax Number:

Email Address:

Email Address:

## SOLICITATION INTRODUCTION

### The 10 Most Critical Things to Keep in Mind When Responding to a Solicitation for the Florida Department of Law Enforcement

1. **Read the entire document.** Note critical items such as: mandatory requirements; sample(s) required; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. **Note the Procurement Officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the Solicitation and is an excellent source of information for any questions you may have.
3. **Attend the pre-Reply conference.** (If applicable)
4. **Take advantage of the “question and answer” period.** Submit your questions to the Procurement Officer by the due date listed in the Solicitation Timeline and view the answers given in the formal “addenda” issued for the Solicitation. All addenda issued for a Solicitation are posted on the Vendor Bid System (VBS) website (<http://vbs.dms.state.fl.us/vbs/search.criteria.form>) and will include all questions asked and answered concerning the Solicitation.
5. **Follow the format required in the Solicitation** when preparing your Reply. Provide point-by-point response to the required sections in a clear and concise manner.
6. **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the Department or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The Replies are evaluated based solely on the information and materials provided in the Reply.
7. **Check the VBS website for Solicitation addenda.** Before submitting your Reply, check the VBS website to see whether any addenda were issued for the Solicitation. Some addenda require that you sign and return them with the Reply.
8. **Review and read the Solicitation document again** to make sure that you have addressed all requirements. Your original Reply and the requested copies must be identical and be complete. The copies are provided to the evaluator/evaluation committee members and will be used to score your Reply.
9. **Submit your Reply on time.** Note all the dates and times listed in the Solicitation Timeline and within the document, and be sure to submit all required items on time. Faxed, emailed or late Replies are never considered.

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## SECTION ONE – INTRODUCTION

### 1. Introduction and Overview

The Florida Department of Law Enforcement (FDLE) is requesting Replies from qualified Vendors to provide Live Scan Equipment and Software which will increase the timeliness of information by providing an automated process for queries and consolidation of results. The FDLE intends to establish a three year term agreement for use by the FDLE and Other Eligible Users (OEUs) described herein. The specific goal of this Invitation to Negotiate is to obtain the best value for the State of Florida.

### 2. Definitions

**Agency:** Any State of Florida governmental department, division, county, bureau, commission, district or municipality.

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

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

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

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

**Business Day:** Weekdays except State holidays.

**Business Hours:** 8:00 A.M. through 5:00 P.M. eastern standard time, on business days.

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

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

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

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

**Customer:** Any OEUs as defined in 60A-1.005, Florida Administrative Code (F.A.C.) to

purchase from any contract resulting from this solicitation.

**F.S.:** Florida Statute.

**ITN:** Invitation to Negotiate

**Observed Holidays:** State of Florida holidays currently observed by the FDLE is available at: [http://www.dms.myflorida.com/workforce\\_operations/human\\_resource\\_management/for\\_state\\_hr\\_practitioners](http://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_hr_practitioners)

**Other Eligible User (OEU):** OEUs are entities such as Florida counties, municipalities, and other local governments or divisions of the State of Florida who are eligible to purchase items utilizing this Contract. OEUs are defined in Rule 60A-1.005, F.A.C.

**Product:** Any deliverable under the Contract, which may include commodities, services, technology or software.

**Purchase Document:** The form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, Contract or other authorized means).

**Reply:** All materials submitted by a Vendor in response to this ITN.

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

**State:** The State of Florida

**Subcontractor:** A person or entity contracting to perform part or another's entire contract, upon Agency approval.

**Vendor:** Respondent(s) doing business with the State of Florida.

**Vendor Bid System (VBS):** The system which allows all State Agencies to advertise solicitations and exceptional purchases on MyFlorida.com. It also permits registered Vendors to receive automatic email notification of solicitation advertisements, addendums to solicitation, and exceptional purchases.

### 3. Timeline Schedule

Below is the timeline that represents the FDLE's best estimate of the schedule that will be followed. If deviations from this schedule occur, the FDLE will publish an ITN addendum on the Vendor Bid System (VBS). No liability to the FDLE will result from such deviations. All required Vendor actions must be completed by the date and time in the schedule. All listed times are **Eastern Standard Time (EST)** in Tallahassee, FL.

DATE / TIME	ACTIVITY
June 19, 2015	Release of ITN via State/DMS Vendor Bid System (VBS) <a href="http://www.myflorida.com/apps/vbs/vbs_main_menu">http://www.myflorida.com/apps/vbs/vbs_main_menu</a> Mandatory Advertisement Period
July 6, 2015 10:00 a.m. – 12:00 p.m.	Date and time of vendor conference. Vendors are able to participate via conference call (1-888-670-3525, follow the voice prompts, and enter Participant Passcode: 6394728107 then #)
July 7, 2015 5:00 p.m.	Submission deadline for Vendor questions to FDLE Procurement Officer via email, <a href="mailto:sonyaavant@fdle.state.fl.us">sonyaavant@fdle.state.fl.us</a> .
July 10, 2015 5:00 p.m.	Answers to questions are posted on the VBS. (Anticipated)
July 31, 2015 3:00 p.m.	Vendor Replies <u>due</u> and public opening of Reply submissions Florida Department of Law Enforcement 2331 Phillips Road, Tallahassee, Florida 32308
August 28, 2015. 10:00 a.m.	Evaluation team public meeting and dissemination of technical scores Florida Department of Law Enforcement 2331 Phillips Road, Tallahassee, Florida 32308
September 9-11, 2015 (Anticipated Date)	Vendor demonstrations to be held at: Florida Department of Law Enforcement 2331 Phillips Road, Tallahassee, Florida 32308
September 21-25, 2015 (Anticipated Date)	Negotiation phase commences at: Florida Department of Law Enforcement 2331 Phillips Road, Tallahassee, Florida 32308
October 20, 2015 10:00 a.m.	Negotiation team public meeting – Intent to Award recommendation Florida Department of Law Enforcement 2331 Phillips Road, Tallahassee, Florida 32308
October 20, 2015 2:00 p.m.	FDLE's anticipated ITN Intent to Award. Anticipated award posting to be on the VBS system for a mandatory 72 hour period

### 4. Reply Qualification Process

#### A. Initial Review

FDLE will conduct an Initial Review to determine responsiveness. FDLE will verify that the Vendor's Reply is submitted in accordance with section five and contains all required documents and files.

#### B. Pass/Fail Requirements

Vendors will be required to answer all in Attachment C - Pass / Fail Requirements

questions. **All Pass / Fail Requirements questions must be completed and answered “yes” for the Vendor to be eligible to proceed to Technical Reply evaluation.** After this determination, FDLE will conduct an evaluation of the Technical Replies.

**5. Procurement Officer**

The Procurement Officer assigned to this ITN is:

Sonya Avant  
Office of General Services  
Florida Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, FL 32308  
Email: [SonyaAvant@fdle.state.fl.us](mailto:SonyaAvant@fdle.state.fl.us)  
Phone: (850) 410-7311

**6. Contract Manager**

The Contract Manager assigned to this Contract is:

Andrew Branch  
Criminal Justice Information Services  
Florida Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, FL 32308  
Email: [AndrewBranch@fdle.state.fl.us](mailto:AndrewBranch@fdle.state.fl.us)  
Phone: (850) 410-7978

End of Section One

## **SECTION TWO – GENERAL INSTRUCTIONS TO RESPONDENTS**

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

<http://dms.myflorida.com/index.php/content/download/2933/11777/version/6/file/1000.pdf>

The State of Florida General Terms and Conditions (PUR 1000) are hereby referenced and incorporated in their entirety into this ITN. This is a downloadable document. Please download and save this document to your computer for further review. Potential Vendors to the ITN are encouraged to carefully review all materials contained herein and prepare Replies accordingly. There is no need to return this document back to the FDLE. FDLE ITN 1531 solicitation document will supersede any conflicting terms and conditions contained within the PUR 1000.

### **2. PUR 1001 – General Instructions to Respondents**

<http://dms.myflorida.com/index.php/content/download/2934/11780/version/6/file/1001.pdf>

The State of Florida General Instructions to Proposers (PUR 1001) are hereby referenced and incorporated in their entirety into this ITN. This is a downloadable document. Please download and save this document to your computer for further review. Potential Vendors to the ITN are encouraged to carefully review all materials contained herein and prepare responses accordingly. There is no need to return this document (PUR 1001) back to FDLE. FDLE ITN 1531 solicitation document will supersede any conflicting terms and conditions contained within the PUR 1001.

### **3. Terms and Conditions**

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

- FDLE Contract Document with Standard Terms and Conditions (Attachment B);
- Technical Specifications
- Special Instructions for the Preparation and Submission of Responses (Section B);
- General Conditions (PUR 1000); and
- General Instructions to Vendors (PUR 1001);
- Any Addenda to the ITN.

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

### **4. Restrictions on Communications**

Vendors responding to this ITN or persons acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (72) hour period following FDLE posting the notice of Intent to Award, excluding Saturdays, Sundays, and State holidays, any employee or officer of the executive or legislative branch concerning any aspect of this ITN, except in writing to the Procurement Officer named above. Violation of this provision may be grounds for rejecting a Reply.

## **5. Definition Requirements**

Within this ITN the use of “will”, “shall” or “must” indicates a mandatory requirement or mandatory action. FDLE may consider failure to meet a mandatory requirement to be a material deficiency, in which case FDLE may reject the Reply and not consider it further, or FDLE may have the option to score that requirement with a zero.

The use of terms such as “may,” “would like,” “desires,” “prefers,” or “is interested in,” indicates a desired requirement. FDLE will not reject a Reply just because it fails to meet a desired requirement and may result in a lower score for that requirement.

## **6. Cost of Preparing a Vendor Reply**

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

## **7. Elaborate Replies**

It is not necessary to prepare Replies using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids. Replies should be prepared in accordance with the instructions herein.

## **8. Reserved Rights**

FDLE reserves the right to:

- Amend this ITN.
- Waive minor irregularities in submitted Replies.
- Request clarifications from Vendors.
- Reject any or all Replies received in response to this ITN, if FDLE determines such action is in the best interests of the State, or due to unavailability of funds.
- Request additional information to assess a Vendor’s capabilities.
- Negotiate with one or more Vendors, either sequentially or concurrently, or not negotiate at all.
- Request additional Best and Final Offers (BAFOs), if in the State’s best interest.
- Multi-award contract to more than one Vendor, in-part or in whole.
- Exercise all, part, or none of the renewal options.

End of Section Two

## **SECTION THREE – SPECIAL INSTRUCTIONS TO RESPONDENTS**

This section includes instructions in conjunction with the PUR 1001 General Instructions to Respondents.

### **1. Vendor Bid System (VBS)**

This Invitation to Negotiate (ITN) is advertised on the Vendor Bid System (VBS) web site: [http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu). To find the ITN advertisement or other related information, enter Agency “Department of Law Enforcement” and click on “Initiate Search” at the bottom of the web page. If unable to download the document(s), contact the FDLE Procurement Officer identified in Section One. It is the responsibility of all Vendors to monitor the VBS for any new or changing information prior to submitting their reply. Only those communications that are in writing from the FDLE will be considered as a duly authorized expression on behalf of the State.

Section 120.57(3)(b), F.S., requires that a notice of protest of the solicitation documents shall be made within 72 work hours after the posting of the solicitation. Section 120.57(3)(a), F.S., requires the following statement to be included in the solicitation: “Failure to file a protest within the time prescribed in section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under 120, F.S.”

### **2. Addenda**

FDLE reserves the right to amend this ITN. All addenda will be in writing and will be posted electronically on the VBS web site. If unable to download an ITN addendum, contact the Procurement Officer identified in Section One.

The Addendum Acknowledgement form that is included with each posting should be signed by an Authorized Representative, dated, and returned with the Reply. It is the responsibility of the Vendor to monitor the VBS web site, as additional notification may not be provided.

Documents submitted are to be included in Volume Two of the Vendor’s Reply.

### **3. Vendor Questions**

The Vendor will examine the ITN to determine if the requirements are clearly stated. If there are requirements which restrict competition, Vendors may submit a protest to the specifications as instructed herein. Requests must identify and describe the difficulty meeting specifications, provide detailed justification and provide the recommended changes. Change requests or protests to the ITN specifications must be received by the Procurement Officer identified in Section One no later than the 72 hour period prescribed in Section 120.57(3) F.S. FDLE will determine what, if any, changes to the ITN will be acceptable. If required, FDLE will issue an addendum reflecting the acceptable changes.

Any request for specification changes or questions from Vendors concerning this ITN shall be submitted in writing, identifying the Vendor, to the Procurement Officer by the date and time specified in Section One. E-mail inquiries are preferred; however, a hard copy or facsimile is acceptable. All questions, answers and/or changes to the solicitation will be posted on the VBS as Addenda. It is the prospective Vendor’s responsibility to periodically check the VBS for any solicitation updates. FDLE bears no responsibility for any delays, or resulting impacts, associated with a prospective Vendor’s failure to obtain the information made available through

the VBS. Vendor requests for specification changes or questions should be submitted in the format included in Attachment A – Questions Submittal Form.

The Vendor is required to carefully examine the specifications set forth and to be knowledgeable of any and all conditions and requirements that may in any manner affect the work to be performed as described in this solicitation. No allowances will be made to the selected Vendor because of lack of knowledge of conditions or requirements, and the selected Vendor will not be relieved of any liabilities or obligations.

Information will not be provided by telephone. Any information received through oral communication shall not be binding on the FDLE and shall not be relied upon by any Vendor.

Failure to file a protest of ITN specifications, addenda, questions and/or agency answers within the time prescribed in Section 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

#### **4. Legal Requirements**

Applicable provisions of all Federal, State, County and local laws and administrative procedures, regulations, or rules shall govern the development, submittal, and evaluation of all Replies received in response hereto and shall govern any and all claims and disputes which may arise between the Vendor submitting a Reply hereto and the FDLE. Lack of knowledge of the law or applicable administrative procedures, regulations or rules by any Vendor shall not constitute a cognizable defense against their effect.

#### **5. Errors in the ITN**

If a Vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in this ITN, the Vendor shall immediately notify the FDLE in writing of the error. FDLE will address and resolve major problems by way of an addendum. Minor problems will be addressed as a question and response, if applicable, or as an addendum, posted on the VBS.

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

#### **6. Reply Submission**

Replies must be received by the FDLE Office of General Services on or before the date and time specified in Section One.

Replies may be hand-delivered or sent via United Parcel Services (UPS), Federal Express (FedEx) or other courier.

A Vendor choosing to hand deliver Replies must take into consideration that the above building is a secured facility. Allow sufficient time for obtaining admission through the security office.

Delivery means delivery at the correct building on or before the required date and time. Replies delivered late or to the wrong location will be rejected.

Replies should be labeled and formatted in accordance with section five.

Replies will be divided into three Volumes for the FDLE consideration:

Volume One:	Technical Reply
Volume Two:	Administrative Qualification Documents
Volume Three:	Cost Reply

**7. Reply Withdrawal**

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

**8. Reply Opening**

Replies will be publicly opened at the time and date specified in Section One. The name(s) of the responding Vendor(s) will be read aloud. The name(s) of Vendor(s) submitting Replies will be made available to interested parties at the Reply opening or upon written request to the Procurement Officer listed in Section One.

The contents of Reply submissions are not public records subject to provisions of section 119.07(1), F.S., until the FDLE posts an Agency Decision, or thirty (30) days after opening the final competitive sealed Replies, whichever is earlier, and therefore will not be available for immediate review by the public.

**9. Withdrawal of ITN**

FDLE reserves the right to withdraw the ITN at any time, including after an award is made, when to do so would be in the best interest of the State of Florida, and by doing so FDLE will have no liability to any Vendor.

**10. Reserved Rights After Notice of Intent to Award**

FDLE reserves the right, after posting notice thereof, to withdraw or amend its notice of Intent to Award and re-open negotiations with any Vendor at any time prior to execution of a Contract.

**11. Confidential, Proprietary, or Trade Secret Material**

Any Reply content submitted to FDLE which is asserted to be exempted by law from disclosure as a public record shall be clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption specifically identified in writing on each and every such page. Failure to segregate and so clearly identify any such content shall constitute a waiver of any claimed exemption as applied to the portion of the Reply or other document in which the content is set forth.

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

Any claim of exemption from public disclosure is waived upon submission, unless addressed as set forth above. FDLE will attempt to afford protection from disclosure of any trade secret as defined in Section 812.081(1)(c), F.S., or Section 688.002, F.S., where identified as such in

the Reply, to the extent permitted under Section 815.045, F.S., and Chapter 119, F.S. Each Vendor acknowledges that the protection afforded by Section 815.045, F.S., is incomplete, and hereby agrees that no remedy for damages may arise from any disclosure by FDLE.

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

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

The Vendor shall protect, defend, and indemnify, save and hold harmless, FDLE from any and all claims, demands, liabilities and suits of any nature arising out of, because of, or due to failure of FDLE to protect information redacted by the Vendor, and to further indemnify FDLE for any other loss FDLE incurs due to any claim being made against FDLE regarding portions of its redacted copy being confidential, proprietary, trade secret or otherwise not subject to disclosure.

**If a Vendor fails to submit a redacted copy with its Reply as described herein, FDLE is authorized to produce the entire document(s), data or records submitted by the Vendor in answer to a public records request.**

## **12. Firm Response**

FDLE intends to execute the Contract as soon as possible after the posting of the FDLE's decision. FDLE, at its sole discretion, may terminate discussions with the highest ranked Vendor if a Vendor attempts to amend, alter or reject the terms and conditions of this ITN as specified or if a Contract is not executed within a reasonable timeframe as determined by FDLE. As a result of such conditions, FDLE may proceed to award the Contract to the second ranked Reply.

Vendor submitted Replies shall remain firm and valid until a contract is fully executed or ninety (90) Days after receipt of Reply. The Vendor shall not withdraw any Reply within this time period except as described in Section Three. Any Reply that expresses a shorter duration of validity may, in FDLE's sole discretion, be accepted or rejected.

## **13. Material Requirements Compliance Review**

Each Vendor shall submit a Reply that conforms in all material respects to this solicitation. Material requirements of this ITN are those set forth as mandatory or those that affect the competitiveness of Replies. All Replies will be reviewed to determine if they are responsive.

FDLE will conduct a material requirement compliance review of all Replies submitted in response to this ITN. This review does not assign scores, but is simply a pass/fail review. Replies that do not meet all material requirements of this ITN; fail any of the mandatory requirements in this ITN; fail to timely respond to Reply qualification requests; fail to provide the required/requested information, documents, or materials in the Reply and/or during the Reply qualification process; or include language that is conditional, or takes exception to terms, conditions and requirements, may be rejected as non-responsive and not considered further.

FDLE reserves the right to determine whether a Reply meets the material requirements of the ITN.

**14. Clarification/Revisions Requests (CR)**

Before award, the FDLE reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all Vendors deemed eligible for Contract award. Failure to provide requested information may result in rejection of the Reply.

**15. Divergent Review**

At the conclusion of the technical Reply evaluation phase of the solicitation process, a divergent review may take place, as needed, at the discretion of FDLE. A divergent review provides all evaluators with the opportunity to re-review any particular evaluation criterion or criteria that resulted in a score that is inconsistent with the other scores for that criterion or criteria.

Evaluators are provided the opportunity to re-review scores; but they are not required to change any assigned score.

If after a divergent review, a criterion remains divergent, the solicitation process may continue forward without delay.

**16. Scoring of Replies During Evaluation Phase**

Replies will be scored based on responses to Section Six. In all Replies, clarity is necessary. Evaluators are not expected to decipher vague, ambiguous, overly complex or otherwise difficult to understand Replies. Any Reply that is not clearly presented in terms of its narrative description may be down-scored.

**17. Financial Review**

Vendors should **not** submit financial information with their Replies. FDLE may request financial information from the Vendor(s) it selected for negotiations.

Vendors may be required to submit certified financial statements in conformity with Generally Accepted Accounting Principles (GAAP) for the last two years, including an auditor's report for all years and any management letters received. It is the intent of FDLE to review sufficient financial documentation to be able to satisfy itself that the Vendor is financially capable of providing all commodities and services outlined in this ITN and that organization changes affecting the Vendor shall not impede such assessment. Certified financial statements must be submitted in accordance with the FDLE's guidelines/requirements. FDLE will provide submission guidance and requirements to the applicable Vendor(s).

During the course of this solicitation and resulting Contract, if a Vendor is instructed to provide financial information, any new statements that become available should be submitted immediately upon issuance.

Certified financial statements must be the result of an audit of the entity's records in accordance with generally accepted auditing standards by a Certified Public Accountant (CPA). The financial statements must include balance sheets, income statements, statements of cash flows, statements of retained earnings and notes to the financial statements for all years.

**18. Negotiations**

FDLE reserves the right to negotiate with one or more, all, or none of the Vendors submitting responsive Replies to the ITN. FDLE further reserves the right not to eliminate any responsive Vendor from consideration during Negotiations, as determined to be in the best interest of the State.

If an agreement cannot be reached after negotiations with any of the Vendors, FDLE may reject all replies and may re-solicit the services and/or commodities.

Refer to Section Eight for additional information regarding the negotiation process.

## **19. Notice of Agency Decision**

FDLE will post a notice of Intent to Award, as determined to be in the best interest of the State. The notice will be posted on the VBS for 72 hours.

Successful negotiations do not guarantee an award of a Contract. An award from this ITN does not guarantee execution of a Contract and execution of a Contract does not guarantee an order for commodities and services from the FDLE or OEUs.

It is the responsibility of Vendors to monitor the VBS web site, as no additional notifications will be provided.

FDLE reserves the right to reject any or all Replies received in response to the ITN, at its sole discretion, as determined to be in the best interest of the State or due to unavailability of funds.

## **20. Protest and Protest filing**

Any Vendor or person who desires to protest a solicitation, decision, intended decision, or recommended award must file the following documents with the Agency Clerk in FDLE's Office of General Counsel, 2331 Phillips Road, Tallahassee, FL 32308, and provide copies to the Procurement Officer listed in Section One:

- Provide a written notice of intent to protest to the Procurement Officer.
- File a formal written protest by petition within ten calendar days after the date on which the notice of protest is filed.
- Provide a protest bond within ten calendar days after the date on which the notice of protest is filed, as required by Section 287.042(2)(c), F.S.

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

As required by Section 287.042(2)(c), F.S., any person who files an action protesting a, decision, intended decision, or recommended award, pursuant to Section 120.57(3), F.S., shall post with FDLE at the time of filing the formal written protest, a bond payable to FDLE in an amount equal to 1% of contract price submitted by the Vendor. In lieu of a bond, FDLE may accept a cashier's check or money order in the amount of the bond.

The bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

**21. Diversity**

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, service-disabled veteran, and women-owned business enterprises in all its solicitations. Vendors are encouraged to contact the Department of Management Services, Office of Supplier Diversity (OSD) at: (850) 487-0915 / [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on becoming a Certified Minority Business Enterprise (CMBE) or for a listing of existing businesses that may be available for subcontracting or supplier opportunities. A directory of Florida CMBE's is also available at <https://osd.dms.myflorida.com/directories>.

**22. Federal Excluded Parties List**

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

**23. Conflict of Interest**

The Vendor covenants that it presently has no interest in and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under the contract resulting from this solicitation. The selected Vendor shall be required to provide written notification to FDLE within five working days of the discovery of any potential conflict of interest. FDLE reserves the right to make an independent determination as to whether or not a conflict of interest exists.

**24. Scrutinized Companies Lists (Contracts for \$1 million or more)**

Section 287.135, F.S., prohibits agencies from contracting with Vendors, for goods or services over \$1 million that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or are engaged in business operations in Cuba or Syria.

In executing a contract, the Vendor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria. The Vendor understands that pursuant to Section 287.135, F.S., the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs; and that any contract with the FDLE for goods or services of \$1 million or more may be terminated at the option of the FDLE if the Vendor is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. See Attachment G – Vendor Certification Regarding Scrutinized Companies Lists.

**25. Registration with MyFloridaMarketPlace (MFMP)**

Each Vendor desiring to sell commodities or contractual services as defined in Section 287.012, F.S. to the State of Florida through the on-line procurement system shall register in the MFMP system, unless exempted under subsection 60A-1.030(3), F.A.C. Prior to entering into a Contract with FDLE, the selected Vendor must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace (MFMP) Vendor Information Portal.

Information about the registration process is available, and registration may be completed, at the MFMP website (link under Business on the State portal at [www.myflorida.com](http://www.myflorida.com)). Interested persons lacking internet access may request assistance from the MFMP Customer Service at (866) FLA-EPRO {(866) 352-3776} or from DMS State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399. A Vendor not currently registered in the MFMP system and is noticed as the intended awardee shall register within three days after posting of Intent to Award.

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

- 46151715 Fingerprint Equipment
- 43232615 Facial Recognition Software

Documents submitted are to be included in Volume Two of the Vendor's Reply.

**26. Florida Substitute Form W-9 Process**

The Florida Department of Financial Services (DFS) requires all Vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com> to receive payments from the State. Contact the DFS Customer Service Desk at (850) 413-5519 or [FLW9@myfloridacfo.com](mailto:FLW9@myfloridacfo.com) with any questions.

**27. Licensing by Department of State**

All entities identified under Chapters 607, 608, 617, 620, and 621, F.S., seeking to do business with FDLE should, prior to award of a contract, be appropriately registered with the Florida Department of State.

**28. Advertising**

Subject to Chapter 119 and Section 943.686, F.S., the Vendor shall not publicly disseminate any information concerning the contract without prior written approval from the FDLE, including, but not limited to mentioning the contract in a press release or other promotional material, identifying the FDLE or the State as a reference, or otherwise linking the Vendor's name and either a description of the Contract or the name of the State or the FDLE in any material published, either in print or electronically, to any entity that is not a party to contract.

**29. Special Accommodation**

Any person with a qualified disability requiring special accommodations at a public meeting, oral presentation and/or opening shall contact the Procurement Officer at least five working days prior to the event. If you are hearing or speech impaired, please contact Purchasing by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

**30. E-Verify**

The successful Vendor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the work term by the Vendor to perform employment duties within Florida and all persons (including subcontractors) assigned by the Vendor to perform work pursuant to the bid with the FDLE. Refer to <http://www.uscis.gov/e-verify> for more information.

**31. In-State Preference**

Pursuant to Section 287.084, F.S., relating to the Florida-based business preference, in a competitive solicitation in which the lowest quotation is submitted by a Vendor whose principal place of business is located outside the state of Florida and that state where the Vendor's principal place of business is located does not grant a preference in competitive solicitation to Vendors having a principal place of business in that state, the preference to the lowest responsible and responsive Vendor having a principal place of business in this state shall be 5%. The Vendor is required to complete Attachment J - In-state Preference form and return it with their Reply.

**32. Drug Free Workplace**

FDLE will combine the points for the Phase I Technical Reply Evaluation and Phase II Respondent Demonstration/Presentation to determine the total score for each eligible Reply. In the case of an exact tie in the scoring, the tie will be resolved in accordance with section 295.187, F.S. and Rule 60A1.011, F.A.C., which may include certification that a drug-free workplace has been implemented. Respondents may execute and return Attachment E - Certification of a Drug Free Workplace form, to be considered in the event of an exact tie score.

**33. Legal Requirements**

Applicable provisions of all Federal, State, County and local laws and administrative procedures, regulations, or rules shall govern the development, submittal, and evaluation of all Replies received in response hereto and shall govern any and all claims and disputes which may arise between Vendor submitting a reply hereto and the FDLE. Lack of knowledge of the law or applicable administrative procedures, regulations or rules by any Vendor shall not constitute a cognizable defense against their effect.

End of Section Three

## **SECTION FOUR –ADDITIONAL CONTRACT CONDITIONS**

### **1. Contract Approval and Term**

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

The term of the Contract shall be three years, unless terminated earlier by the State under the terms provided herein.

FDLE reserves the right, at its sole option, to renew the contract resulting from this solicitation for up to three, one year periods. Renewal of this Contract shall be in writing and shall be subject to the terms and conditions set forth in the existing Contract. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

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

### **2. Contract Service Requirements**

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

### **3. Factory Service Requirements**

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

### **4. Standard Support Levels**

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

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

## **5. Installation**

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

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

## **6. Warranty**

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

## **7. Maintenance**

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

It shall be the responsibility of the FDLE and OEUs to purchase additional maintenance contracts after the initial 36 month warranty expires from the Contractor.

## **8. Instruction Manuals**

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

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

## **9. Training and Documentation**

- A. Contractor shall provide a training program for using the equipment. Training shall be conducted on-site and shall provide administrators and/or operators of the system with all necessary information to effectively administer/operate the live scan equipment and software. The training curriculum shall be reviewed by the FDLE prior to conducting the training.
- B. Contractor must provide at least one training session upon delivery and installation of the unit for up to ten students, at no charge. Additional training shall be provided for a charge per session.

- C. Contractor must provide the following documentation associated with the live scan equipment and software: current certification status with the American National Standards for Information Systems Data Format for the Interchange of Fingerprint, Facial and Other Biometric Information (ANSI/NIST-ITL 1-2011 Update:2013).
- D. Contractor must provide documentation for all capabilities, power and communications requirements, and the ability to interface directly to current and planned interfaces to the AFIS system.

## **10. Contract Deliverables**

Contractor must deliver equipment and all associated software to the FDLE or OEUs designated location as specified in the order. Equipment must be free from defects and/or damage.

Contractor must assemble, install and ensure any and all equipment is fully functional and operational at the designated location as specified on the FDLE or OEUs purchasing document.

## **11. General Orders**

Contractor must provide a written quote to the FDLE or OEUs at the time of the order being placed. This quote will include all provisions of this ITN, the Vendor's Reply and final awarded Contract. The quote will also include model number, unit of measure, quantity, software/license term and support levels, installation, delivery, training and any FDLE or OEUs specific instructions as required.

There must be no minimum or maximum order amount required to place an order under the awarded Contract. The Contractor will be required to honor all Contract related orders using a purchasing document (two party agreement, purchase order or credit card) that is placed prior to the expiration of the Contract.

## **12. Delivery**

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

## **13. Replacement/Discontinued Models**

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

## **14. Financial Consequences**

In the event the Contractor fails to deliver the units by the agreed upon delivery date, FDLE or OEUs may exercise the remedy of liquidated damages against the Contractor, in the amount of \$150 per day for each calendar day after the delivery date. The Contractor shall pay said

sum to the FDLE or OEUs not as a penalty, but as liquidated damages. Additionally, the FDLE or OEUs reserves the right to terminate the Contract by giving thirty days' written notice to the Contractor.

Contractor Acknowledges that in the event that equipment is not assembled, installed and fully operational at the designated location as specified in the FDLE or OEUs order, the amount of \$150 will be accessed per system per day until the system is fully operational.

In the event that the equipment is not free from defect or damage, the equipment must be replaced with a new unit at no additional cost to the FDLE or OEUs within five business days. If the Contractor fails to replace defective or damaged equipment, the FDLE or OEUs will access an amount of \$150 per system per day until the system is fully operational.

## **15. Sales Summary Reports**

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

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

Failure to provide quarterly and annual sales reports, including no sales, within 30 calendar days following the end of each quarter (January, April, July, and October) and/or Contract-year may result in the Contractor being found in default and subsequent cancellation of the Contract by the FDLE.

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

## **16. Balance of Line**

Contractor(s) may have the opportunity to include a balance of line which will include

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

## **17. Invoicing**

Contractor invoices must include, at a minimum, the following:

- Contractor name and remit to address
- Contractor billing contact phone number and email address
- Contractor FEID number
- FDLE or OEUs ordering document number
- Deliverable and description
- Installation date
- Model number
- Quantity
- Unit Amount
- Total payment amount

## **18. Miscellaneous Fees and Charges**

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

## **19. Information Security**

It shall be the duty of the Contractor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Florida. Contractor's agreement shall not limit or modify liability for information security breaches, and Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information security breaches which have not been previously paid to Vendor.

## **20. Data Storage Removal**

Contractor agrees to meet the Electronic Media Sanitation and Disposal requirements of the FBI CJIS Security Policy. Current technology devices may include a process in which data and information is placed within the hard drive and memory storage chips during the operation of these devices. As this data is the property of the State of Florida and its eligible State Contract users, the State must not allow the possibility for any breach in security or the loss of confidential information that may be stored on this type of equipment if the equipment is returned to the Contractor upon the disposal of Customer owned scanning devices.

Contractors are therefore required to provide the following information or additional services to ensure that all information is permanently removed from any memory storage drive or chip prior to the return of the disposal of Customer owned scanning devices.

- The identification of any equipment with data storage capabilities.
- The identification of the type of data storage on the equipment.
- Instructions on how to permanently remove or permanently encrypt all data stored in memory
- In instance when the removal or encryption of data is only possible by the manufacturer or servicing dealer, and prior to the return of any equipment upon disposal of the customer owned scanning devices, the dealer or manufacturer must provide written certification that all data has been removed and permanently erased.

## **21. Assignment**

The Contracting Party shall not sell, assign or transfer any of its rights, duties or obligations under the contract, or under any purchase order issued pursuant to the contract, without the prior written consent of the FDLE. In the event of any assignment, the contracting party remains secondarily liable for performance of the contract, unless the FDLE expressly waives such secondary liability. The FDLE may assign the Contract with prior written notice to the contracting party of its intent to do so.

## **22. Contractor**

The successful Vendor, in Reply this ITN, that is awarded and signs the Contract will be considered the Contractor. By signing the Contract the Contractor accepts full responsibility for all aspects of the Contract. The Contractor shall be responsible for Contract performance and coordinating work to be performed, including support to be provided by any subcontractors or Authorized Dealers. The Contractor will be the sole point of contact with FDLE relative to Contract performance. See Attachment D – List of Subcontractors

Should any proposed goods/services be available via a State Term Contract, FDLE reserves the right to purchase any portion from the State Term Contract when determined to be in the best interest of the State.

## **23. Reply as Part of the Contract**

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

## **24. Standard Contract Provisions**

A Contract cover sheet has been provided as Attachment B: The successful Vendor will be required to sign and execute the contract cover sheet provided.

FDLE anticipates addressing any terms and conditions concerns during the negotiation process, as necessary. Vendor should scrutinize the Contract cover sheet provided as Attachment B, as Vendor selected for negotiations will be provided an opportunity to discuss additions, deletions, objections, or modifications to this Contract.

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

FDLE reserves the right to add, delete, or modify Contract terms and conditions during negotiations. The Contractor will be required to comply with the Contract provisions agreed to in the final negotiated Contract.

**25. Intellectual Property**

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

**26. Cooperative Purchasing**

As provided in Section 287.042(16)(a), F.S., other Agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Contractor may, at its discretion, sell these commodities or services to additional Agencies, upon terms and conditions contained herein. FDLE is not responsible for the payment of systems ordered by OEUs.

End of Section Four

## **SECTION FIVE – SUBMISSION OF REPLIES**

### **1. Disclosure of Replies**

All Replies will be held in confidence during the evaluation process and prior to posting a Notice of Intended Agency Decision or thirty days after opening the final competitive sealed Replies, whichever is earlier in accordance with section 119.071(1)(b)2. The State of Florida shall have the right to use all ideas, contained in any Reply received in response to this ITN, unless it is proprietary to the Respondent. Selection or rejection of the Reply will not affect this right.

Confidential information, including trade secrets and other proprietary data, contained in Replies will be handled in accordance with section three of this ITN.

### **2. Proposal Format**

A Respondent shall submit their reply according to the following format. Begin the reply with an introductory cover letter, signed by an authorized representative of your firm. Cover letter should disclose who the primary contact person is for the solicitation process, their title, address, phone, fax and email address. Include a table of contents outlining your complete submittal. This will provide the evaluation and negotiation teams easy and consistent replies to review. Each major provision of this ITN is required to be included in the respondent's reply. Respondents shall provide a reply for each provision by inserting their reply directly below the ITN provision.

Respondent's three-ring binders shall be divided into sections/tabs containing the following:

#### **VOLUME ONE:**

##### **Tab A, Company Information**

- i. Briefly describe your company's organization, structure, philosophy.
- ii. Describe why your company would be the best Contractor for this Contract and why the State of Florida should select your firm.
- iii. Describe any significant past projects or sales with the State's agencies, cities, counties, etc. that demonstrates your company's ability to meet this solicitations requirements.
- iv. State the number of years your company has provided the equipment, software, services and warranties specified in Section Eight, to other federal, state, county and city municipalities?
- v. What was your company's total revenue in 2013-14? How much of that is with the State of Florida?
- vi. Identify names and qualifications of key individuals, including identifying who will be Contract Manager, who will be assigned to the Contract and services each individual will provide, if this Contract is awarded to your company.
- vii. Past Performance References  
  
In Attachment H – Vendor References, the Vendor must list a minimum of three (3) separate and verifiable clients. Confidential clients must not be included.

For each reference listed, Vendors shall provide a separate Attachment I - Business Corporate Reference from the entity providing the reference that describes in detail the quality of the services provided by the Vendor and how effective the Vendor was in meeting its obligations under the contract. These references must be completed and sealed by the entity providing the reference in accordance or emailed to the Procurement Officer as provided by the instructions. References shall be signed by the person providing the reference. The Procurement Officer reserves the right to contact the Vendor's references to verify the information provided by the reference and the evaluation or negotiation team may elect to contact the references to obtain further information regarding the Vendor's performance. In addition, the evaluation or negotiation team reserves the right to use references other than those provided by the Vendor when making its best value determination.

Firms that are currently parent or subsidiary companies to the Vendor will not be accepted as Past Performance references under this solicitation. In the event that a Vendor has had a name change since the time services were provided for a listed reference, the name under which the Vendor operated at the time the work was performed must be given at the end of the project description provided on Attachment J.

FDLE will review its records to identify any contracts that the Vendor has undertaken directly with FDLE, where the Vendor was the prime contractor, during this period.

- viii. List any past and/or pending litigation or disputes relating to the services described herein, that your firm has been involved in within the last five (5) years. List shall include company name, project name, and nature of litigation and current status of dispute.
- ix. List any past disputes where your company has been terminated from an awarded contract. List company/agency name, term of contract and an explanation as to why you were terminated.
- x. Describe any additional resources (optional) your firm has at its disposal that would be used if awarded this Contract.
- xi. Provide information regarding any innovative concepts you are proposing (optional) that may enhance value and quality if implemented by an agency.

## **Tab B, Technical Specifications**

Respondents are required to review and respond to each provision listed in Section Eight of the Technical Specifications by inserting their response immediately below the text of each numbered section (see example below). The Respondent must clearly indicate their equipment/software meets the required provision with a detailed explanation.

See example:

### **1. TENPRINT CAPTURE DEVICES**

- A. Compliance
- B. Standards
- C. Usability

*Response: Vendor Name, has read, understands and complies.*

*Explanation: Detailed explanation clearly indicating equipment/software meets the required provision.*

## **VOLUME ONE:**

1. Tab A, Company Information
2. Tab B Technical Specifications

## **VOLUME TWO**

1. Administrative Qualification Documents shall be packaged and sealed separately from VOLUME THREE:

## **VOLUME THREE**

1. Price Reply

The Vendor's Price Reply (VOLUME THREE) shall be packaged and sealed separately from its Technical Reply (VOLUME ONE) and Administrative Qualification Documents (VOLUME TWO). Failure by the Vendor to submit the Price Reply sealed separately from the Technical Reply and Administrative Qualification Documents may result in the Reply being deemed non-responsive and therefore rejected.

Purchase pricing and associated accessories shall be submitted in the location and format provided in the Live Scan Equipment and Software Pricing Worksheet of the ITN (Attachment K). There are individual worksheets (tabs) within the Microsoft Excel Price Sheet workbook, one for each Product Group requested. Respondents shall bid all items they offer applicable to that specific product group.

### **Miscellaneous**

Respondents may include other information relevant to this ITN including, but not limited to, promotional material, brochures or supporting documentation not otherwise requested herein. Please clearly designate this section in your reply.

Respondent is responsible for submission of all requested information specified within this solicitation including all ITN on-line responses, hardcopies of proposals, all applicable attachments/forms and submittals (i.e. MSRP lists, government book price lists, technical documents, etc.); all completed and properly executed. Replies that do not meet all requirements of this ITN or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsive. FDLE reserves the right to determine which offers meet the Contract requirements of this ITN, and which Respondents are responsive and responsible.

### **3. Reply Format**

FDLE discourages overly lengthy and costly Replies; however, in order for the FDLE to evaluate Replies fairly and completely, Respondents are required to follow the format set out in this ITN and provide all information requested. Emphasis should be on the completeness and clarity of content.

Each Respondent's Technical Reply and Administrative Qualification document submission must be in a sealed container(s) and must be identified as the Respondent's Technical Reply and Administrative Qualification Documents. The exterior of each container should contain the following information:

**Attention: Sonya Avant  
Florida Department of Law Enforcement  
Office of General Services  
2331 Phillips Road  
Tallahassee, FL 32308**

***Responding Vendor's Name***

***Volume One: TECHNICAL REPLY***

**Volume Two: ADMINISTRATIVE QUALIFICATION DOCUMENTS**

**Volume Three: PRICE REPLY (SEPARATE FROM VOLUME ONE AND TWO)**

**Solicitation Number: FDLE ITN 1531**

**Title: Live Scan Equipment and Software**

**Reply Opening: Date / Time**

Each separately sealed Technical Reply and Administrative Qualification Documents be submitted in the same shipping package; however, contents of this package **must** be separately sealed as per these instructions.

#### 4. Copies of Replies

Respondents shall deliver the original and seven (7) printed copies of their Volume One: Technical Reply; an original and seven (7) copies of Volume Two: Administrative Qualification Documents; no later than the date and time set forth in the schedule of events. In addition, the original and each copy of the Technical Reply should contain an electronic version of the Technical Reply in a single Adobe .pdf file format on portable media. An original Reply must contain originals of all documents required to be submitted by Respondents, Subcontractors and/or Authorized Dealers, if any.

Should Respondent claim confidentiality in its Reply pursuant to section three, then a redacted electronic version on portable media must be submitted with its Reply, and labeled as a redacted version. This redacted version will be used to fulfill public records requests as well as posting on State of Florida websites established for transparency and reporting purposes. All electronic submissions must have been scanned and certified to be malware free by the Respondent.

#### 5. Volume Reply Format

The objective of the Reply is to demonstrate the Respondent's qualifications and ability to provide the commodities and services required. By submission of a Reply, the Respondent is certifying that it is capable of providing the equipment, software and services solution that meets or exceeds the requirements set forth in Section Eight, Specifications and Requirements, and that the Respondent is capable of providing the deliverables and managing the Contract in a manner that is conducive and beneficial to FDLE's operations and mission.

In order to expedite the evaluation of the Reply, Respondents should follow the below format and Instructions:

- Replies should be submitted in 8.5" by 11" format.
- Replies should be in 3 ring binders and each should be identified, as applicable, **Volume One**, **Volume Two**; "**Original**" or "**Copy**" (copies should be numbered sequentially). Removable items such as CDs should be marked and show the corresponding number of the binder they are submitted in, e.g., original, copy 1/10, etc. Removable items should also be secured within their respective binder.
- Reply binders should be clearly labeled on the front cover and spine.
- All pages should be consecutively numbered.

All major sections should have a divider page with a tab. The name of the section should be printed on the tab.

The Reply organization should be formatted as follows:

#### **VOLUME ONE - TECHNICAL REPLY**

##### **Table of Contents**

- I. **TAB A COMPANY INFORMATION**
  - A. FDLE Acknowledgement Form

- B. Cover letter with contact information
- C. Executive Overview
- D. Company Profile
- E. Relevant Experience
- F. Attachment I – Business Corporate Reference
- G. Attachment D - List of Subcontractors / Authorized Dealers

## II. **TAB B TECHNICAL SPECIFICATIONS**

- A. Acknowledgement and detailed explanation of Tenprint Capture Devices specifications
- B. Acknowledgement and detailed explanation of Template Configurations
- C. Acknowledgement and detailed explanation of Fewer Than Tenprint Search/Capture Devices Fixed/Desktop specifications
- D. Acknowledgement and detailed explanation of Fewer Than Tenprint Search/Capture Devices Mobile specifications

## **VOLUME TWO - ADMINISTRATIVE QUALIFICATION DOCUMENTS**

- A. Attachment B – FDLE Contract Document
- B. Attachment C – Pass / Fail Requirements
- C. Attachment D – List of Subcontractors
- D. Attachment E – Drug Free Workplace Certification
- E. Attachment F – Conflict of Interest Disclosure
- F. Attachment G – Vendor Certification Regarding Scrutinized Companies List
- G. Attachment H – Vendor References
- H. Attachment I – Business Corporate References
- I. Attachment J – In State Preference Form
- J. Addenda Acknowledgement Form(s)
- K. MyFloridaMarketPlace Registration Form
- L. W9 Electronic Substitute Form

## **VOLUME THREE – COST REPLY**

Attachment K – Cost Reply Sheet for Live Scan Equipment and Software

### **6. Timely Submission**

It is each Respondent's responsibility to ensure that its Reply is delivered by the due date and time to FDLE's Office of General Services. Replies that for any reason are not timely received will not be considered. Unsealed and/or unsigned Replies, and Replies by telegram, telephone, facsimile, or electronic transmissions are not acceptable, and will be declared non-responsive. Notwithstanding FDLE's right to negotiate as provided herein, a Reply may not be altered after the submission due date and time.

### **7. Public Records Requirements**

FDLE takes its public records responsibilities as provided under Article I, Section 24 of the Florida Constitution and chapter 119, F.S., seriously.

#### Technical Reply - non-redacted version

- All Respondent submitting a Reply to this ITN shall submit a **Non-Redacted version of Volume One: Technical Reply** that will be distributed, as determined necessary and appropriate by FDLE, for the purposes of Evaluating, Negotiating, and awarding the ITN.
- If a Respondent considers any portion of the documents, data or records submitted in response to this solicitation confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to chapter 119, F.S., the Florida Constitution or other authority, such information shall be clearly marked as “**CONFIDENTIAL.**”
- **Only the specific confidential portion(s) of the Reply are to be identified and marked as such.** Respondents are to **clearly mark where confidential information begins and ends.**
- Any Reply containing confidential, proprietary, trade secret, or other information not subject to disclosure should also include a separate listing of the Reply sections and corresponding pages in which the protected information is found.
- NOTE: Respondents should ensure that templates, standard cover pages, binder covers, disclaimers, headers, footers, and other areas are carefully inspected prior to submitting a Reply, to ensure that only the applicable confidential, proprietary, and trade secret statements are included.
- Any Reply that is submitted with a label of confidential, proprietary, trade secret, or other similar label on the cover page or one all pages may be rejected. The State of Florida does not consider pricing to be confidential.

#### Technical Reply - Redacted Version

- If a Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to chapter 119, F.S., the Florida Constitution or other authority, **the Respondent must simultaneously provide FDLE with a separate redacted copy of its Reply with its Reply submission.** The redacted copy shall:
  - Be provided in both electronic and paper format.
  - Briefly describe in writing the grounds for claiming each exemption from public records law, including the specific statutory citation for such exemption. Any Reply that fails to properly justify each occurrence of protected information may be rejected.
  - Only exclude, obliterate, or redact those exact portions claimed confidential, proprietary, trade secret, or otherwise exempt.
  - Contain the following information clearly identified on the cover/case
    - “**REDACTED COPY**”
    - Invitation to Negotiate Number: FDLE ITN 1531
    - Invitation to Negotiate for Live Scan Equipment and Software
    - Respondents’ Name
- The Respondent shall be responsible for defending its determination that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise not

subject to disclosure. Further, the Respondent shall protect, defend, and indemnify the FDLE for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise not subject to disclosure.

- If the Respondent fails to submit a Redacted Version with its Reply, FDLE is authorized to produce the entire documents, data or records submitted by the Respondent in answer to a public records request for these records.

#### Copyrighted Material

- Copyrighted material is not exempt from the Public Records Law, chapter 119 F.S. Copyrighted material will be accepted as part of a Reply or a negotiation session **only if accompanied by a waiver** that will allow FDLE to make paper and electronic copies necessary for the use of FDLE staff, agents and responses to public record requests.

End of Section Five

## SECTION SIX – EVALUATION PROCESS

Reply scoring, as described in this section, is designed to determine which Reply or Replies offer the best apparent solution and greatest overall benefits to the State. FDLE will evaluate Replies in two (2) phases after a contract qualification review is completed. The two (2) phases are:

PHASE I: Technical Reply 170 points maximum

PHASE II: Presentation / Demonstration 30 points maximum

FDLE will determine a natural break in Phase I scoring as defined in section seven. These Respondents shall make a formal presentation of their response with demonstrations of their proposed equipment and software.

### 1. Evaluation Criteria

EVALUATION CRITERIA	MAXIMUM POINTS AVAILABLE
<b>PHASE I Technical Reply</b>	<b>170</b>
Company Information	30
Technical Specifications	120
Pricing	20
<b>PHASE II Presentation / Demonstration</b>	<b>30</b>
<b>RESPONDENT TOTAL REPLY POINTS</b>	<b>200</b>

Except for Pricing, all categories above will be scored with each response having the opportunity to achieve the maximum total point allocation for the respective category.

#### Pricing:

Price scores will be based on a scale of 0 to 20 points. The Respondent with the lowest grand total cost as calculated in Live Scan Pricing Worksheet (Attachment K) will receive a score of 20 points. Each additional Respondent will be awarded a percentage of the 20 points relative to the lowest total cost.

$$[(\text{Lowest Respondent Total Cost}) / (\text{Respondents Total Cost})] \times 20 = \text{Points Awarded.}$$

Example:

- Respondent A offers a total cost of \$150.
- Respondent B offers a total cost of \$300.
- Respondent C offers a total cost of \$600.
- Respondent A would receive all possible 20 points.
- Respondent B would receive 10 points.  
(150 divided by 300 equals .5, .5 times 20 = 10 points)
- Respondent C would receive 5 points.  
(150 divided by 600 equals .25, .25 times 20 = 5 points)

## **2. Reply Evaluation Process**

FDLE will evaluate and score the Volume One – Technical Reply using a team of at least three (3) persons who collectively have experience and knowledge in the program areas and service requirements called for by the ITN, herein referred to as the Evaluation Committee.

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

### **A. PHASE I Technical Reply Evaluation**

Replies will be evaluated using the criteria set forth in section six - Evaluation Criteria.

Evaluators will not search through the Replies for information that is missing from a section being reviewed, so it is important for the Respondent to carefully follow the ITN organization and contents specified for replies in section five. FDLE will attempt to clarify ambiguous or inconsistent information with a Clarification Request(s). In response to a Clarification Request, FDLE will not allow or evaluate any information that does not respond directly to the Clarification Request.

Evaluation Team members will independently assign a 0 – 10 score, using no fractions or decimals, for responses to requirements specified in section eight: Technical Specifications.

The table below provides the guidelines to be used by Evaluation Team members when assigning scores.

<b>Scoring Table</b>	
<b>Description</b>	<b>Scoring Scale</b>
The Reply for this criterion demonstrates and/or indicates extensive competence, proven capabilities, an outstanding approach to the subject area, innovative, practical and effective solutions, a clear and comprehensive understanding of the requirements and/or planning for the unforeseen. The Evaluator could not find any significant limitations or concerns.	<b>Superior</b> 10 or 9
The Reply for this criterion demonstrates and/or indicates clear competency, consistent capability, a reasoned approach to the subject area, feasible solutions, and/or a sound understanding of the requirements. The Evaluator found only minor limitations or concerns.	<b>Good</b> 8 or 7
The Reply for this criterion demonstrates and/or indicates a fundamental competency, adequate capability, basic approach to the subject area, apparently feasible but somewhat unclear solutions, a fair understanding of the requirements and/or a lack of sufficient experience in some areas. The Evaluator found notable limitations or concerns.	<b>Fair</b> 6 or 5
The Reply for this criterion demonstrates and/or indicates a minimal capability, an inadequate approach to the subject area, infeasible and/or ineffective solutions, a lack of understanding of the requirements and/or a lack of demonstrated experience and skills. The Evaluator found serious flaws and concerns.	<b>Poor</b> 4 or 3
The Reply for this criterion demonstrates and/or indicates a significant or complete lack of understanding, an incomprehensible approach, and/or a significant or complete lack of skill and experience.	<b>Insufficient</b> 2 or 1
The Reply for this criterion was found by the Evaluator to be so severely flawed for this criterion as to render an essential element of the criterion unworkable or not addressed at all.	<b>Fail</b> 0

The Technical Reply scores received from each evaluator will then be averaged to obtain the Respondent's overall score for its Technical Reply.

## **B. PHASE II Demonstration**

Respondents selected based on evaluation of Phase I – Technical Reply will be required to conduct a demonstration of its proposed equipment and software to the Evaluation Committee.

The purpose of this evaluation activity is to provide substantiating information and demonstrated performance to support the Reply content. No part of the demonstrations will serve to relieve the Respondent of any quality, testing, or operation performance requirements as required under the resulting Contract. Demonstrations shall be primarily focused on showing equipment and software functionalities of the Respondents Reply, as responsive to the requirements of this ITN.

End of Section Six

## **SECTION SEVEN – NEGOTIATION PROCESS**

### **Negotiations**

Negotiations, as described in this section, are designed to determine which Reply will provide the greatest overall benefits to the State.

#### **1. Vendor Selected for Negotiations**

In an effort to comply with the legislative intent of Chapter 287, F.S., to increase competition and award contracts equitably and economically, FDLE may use Vendor total Reply scores to identify the natural break, if applicable, in the scoring of all Replies. This natural break in scoring may be helpful in identifying the top scoring Replies.

For example: Assume a maximum Reply points total a score of 500 and the evaluation of 5 Vendor Replies:

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

In this example, the natural break would occur between Replies 3 and 4, resulting in Replies 1, 2 and 3 being identified as belonging to initially selected Vendors.

FDLE may begin negotiations with the Vendor(s) identified as the initially selected Vendor(s). The order in which negotiations with the initially selected Vendor(s) commence will be determined according to the best interest of FDLE. FDLE reserves the right to negotiate with one, more, or none of the initially selected Vendor(s), regardless of the order in which negotiations commence. Should FDLE be unable to negotiate a satisfactory Contract with any of the initially selected Vendor(s), negotiations may continue with all other Vendors, if any, submitting responsive Replies.

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

FDLE reserves the right, but is not obligated, to negotiate with one or more, all, or none of the Vendor(s) submitting responsive Replies to the ITN.

##### **a. Negotiation Process**

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

All negotiation sessions resulting from this ITN will be conducted in Tallahassee, Florida. FDLE prefers to conduct all negotiations face-to-face; however, depending on the negotiation topics, FDLE may consent to utilize other available means, such as conference calls, to conduct meetings.

The participating Vendor shall have a representative present during negotiation

meetings who is authorized to make binding decisions on behalf of the Vendor. Respondents should refer to Section Four regarding subcontractor/Authorized Dealer relationships. It is the Vendor's sole responsibility to coordinate all parties to its Reply and to ensure that all are appropriately represented during scheduled negotiation meetings.

During negotiations, Vendor(s) may propose alternate equipment or software that reflects the Vendor's optimal performance methodology while still complying with the other requirements of the ITN. FDLE may request changes to proposed solutions. Additionally, FDLE may consider optional commodities and services offered in Vendor's Reply; new/additional optional commodities and services; and/or modifications to proposed optional commodities and services.

Vendors will be provided an opportunity to submit any proposed terms and conditions, or changes or concerns regarding the FDLE Contract cover sheet – Attachment B during negotiations, provided the term or condition at issue is negotiable.

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

**b. Best and Final Offer (BAFO)**

At the conclusion of negotiations, the negotiation committee may request a Best and Final Offer from one or more Vendors with which negotiations were conducted.

The Vendor's BAFO shall clearly identify all changes to the Vendor's originally submitted Reply, including any changes agreed to during negotiations. These changes should include but are not limited to: Reply page replacements by page and section with updates clearly marked; any negotiated terms and conditions; and a final pricing utilizing Attachment K – Live Scan Equipment and Software Cost Reply Sheet form.

FDLE reserves the right to request additional BAFOs; reject submitted BAFOs; and/or move to the next Vendor, as determined to be in the best interest of the State.

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

**c. Contract Award**

The selected Vendor's BAFO will be provided to the negotiation committee for consideration. The negotiation committee will determine which Replies constitute the greatest overall value to the State based upon the requirements set forth in this ITN. At the conclusion of negotiations, FDLE will post a Notice of Intent to Award in accordance with Section One of this ITN. FDLE reserves the right to multi-award in the best interest of the State.

End of Section Seven

## **SECTION EIGHT – TECHNICAL SPECIFICATIONS**

The specifications contained in this section are meant to be descriptive as opposed to restrictive.

Vendors are required to review and respond to each provision listed in this section by inserting their response for each numbered section. These technical specifications and general requirements address minimum specifications. The Vendor must clearly indicate how their equipment, software and/or services meet the required provisions with an explanation.

### **1. TENPRINT CAPTURE DEVICES**

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

#### **A. Compliance**

- i. Equipment / Software must be compliant with Wavelet Scalar Quantization (WSQ) Grayscale Fingerprint Image Compression Specifications (IAFIS-IC-0110 v3.1 October 1, 2010) for 500ppi images.
- ii. Equipment / Software must be compliant with Joint Photographic Experts Group (JPEG) JPEG-2000 10:1 lossy compression in accordance with the National Institute of Standards and Technology (NIST) Interagency Report "Effects of JPEG 2000 Lossy Image Compression on 1000ppi Fingerprint Imagery" (NISTIR 7780, July 2013) for 1000ppi images.
- iii. Equipment / Software Equipment must be compliant with the Gaussian filter strategy for downsampling of 1000ppi to 500ppi for legacy pathway processing in accordance with National Institute of Standards and Technology Interagency Report "Examination of Downsampling Strategies for Converting 1000ppi Fingerprint Imagery to 500ppi" (NISTIR 7839, January 2013) for 1000ppi images that are stored or transmitted at 500ppi.
- iv. Equipment / Software must be compliant with American National Standard for Information Systems (ANSI) Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information (ANSI/NIST-ITL I-2011). Additionally, considerations for bandaged, amputated, and/or deformed digits must be in compliance with the ANSI/NIST standard.
- v. System must conform to the NIST Fingerprint Image Quality (NFIQ) 2.0 standard
- vi. Equipment / Software must meet the Federal Bureau of Investigation's (FBI) Electronic Biometric Transmission Specification (EBTS) (NGI-DOC-01078-10.0 July 2, 2013) including Appendix F image quality specifications.
- vii. Equipment / Software must meet the FBI CJIS Security Policy (CJISD-ITS-DOC-08140-5.3 August 4, 2014)

- viii. Equipment / Software must communicate via TCP/IP. The FDLE's preference is for common services to communicate on their commonly accepted ports. For applications to communicate to a remote vehicle (e.g., a patrol car), the application must have the ability to transmit its packets through a proxy. This proxy capability must be native to the application. All transmissions must comply with a fully qualified ANSI/NIST data formatted packet.
- ix. Equipment / Software must be compliant with FALCON Interface Control Document (ICD) specifications for all civil applicant transactions.  
[http://www.fdle.state.fl.us/Content/getdoc/1f90e886-26ae-496f-9583-3e4b181680f6/FALCON\\_ICD\\_v2-43-revised-Sept-23-2011.aspx](http://www.fdle.state.fl.us/Content/getdoc/1f90e886-26ae-496f-9583-3e4b181680f6/FALCON_ICD_v2-43-revised-Sept-23-2011.aspx)
- x. Equipment / Software must be compliant with Biometric Identification System (BIS) ICD specifications for all criminal transactions. Visit website  
<http://www.fdle.state.fl.us/Content/Documents/BIS-ICD.aspx>

## **B. Standards**

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

- i. Must have a 17" or larger flat panel LCD for PC based implementations; laptop and mobile implementations can have smaller displays
- ii. Must provide on-screen prompts that indicate direction of finger roll and correct finger selection.
- iii. Must have an integrated mug shot capture capabilities.
- iv. Must have integrated palm print capture capabilities.
- v. Software functionality must be driven by the type of transaction and reason for submission as described in section eight - template configurations.
- vi. The system will have the ability to determine the NFIQ score for each fingerprint collected.
- vii. The minimum NFIQ score for an acceptable transmission will be user configurable.
- viii. Must provide immediate quality control feedback to the operator. An indicator must appear on-screen to classify the image as acceptable or unacceptable, prior to the capture of the next finger.
- ix. Must automatically compare each rolled image against the corresponding "plain" impression to ensure proper finger placement and to prevent sequence errors before data is forwarded to the State Identification system or transferred to a printed fingerprint card.
- x. Must automatically compare the distal images from the upper palm print to the corresponding rolled or plain impression distal images to ensure the palm print is captured from the same hand as the tenprint.

- xi. The system must display the transmission status of completed captures. Internal storage must be incorporated to store captured images and data if transmission is delayed.
- xii. The system must have the ability to store a minimum of 500 completed tenprint transactions.
- xiii. The system must provide a mechanism that enables an administrator to periodically delete stored records.
- xiv. The system must provide a preview of the fingerprint image and data as it will be printed on a fingerprint card, and allow the operator to view a zoomed image.
- xv. The system must be capable of producing a tenprint transaction that is compatible with the State Identification Bureau (SIB) ICD.
- xvi. The system must be able to print fingerprint images, including palm prints on fingerprint cards based on the appropriate template. The fingerprint images and demographic data must be printed in appropriate areas of the currently used fingerprint cards.
- xvii. The system must be capable of producing multiple copies of the tenprint card without operator intervention.
- xviii. The system must meet the FBI CJIS Security Policy regulating Access Control, Identification and Authentication.
- xix. The system must have a security system to prevent unauthorized operator access.
- xx. The system must provide an interface to a directory service for user access. i.e. Microsoft Active Directory or Lightweight Directory Access Protocol (LDAP).
- xxi. The system must incorporate role based access with privileges assigned based on a configurable user profile.
- xxii. The system must have a timeout feature that will not leave the system in a "logged on" state for more than thirty minutes if the operator leaves the area.
- xxiii. The system must have an operator "panic button" which will lock the system and hold the information captured on a booking-in-progress until the operator unlocks the system using his/her password.
- xxiv. The system must incorporate a signature pad for the capture of the subject's signature as well as the operator's signature.
- xxv. The system must incorporate a driver license card swipe capture capability to prepopulate demographic information on the criminal justice applicant template.
- xxvi. The system must be capable of performing automatic calibrations at programmed intervals and then logging the results of those calibrations. Contractor must list calibration elements.
- xxvii. The system must have remote diagnostic capability.
- xxviii. The system must offer drop-down menus to provide help to the operator for data fields where specific entries are required.

- xxix. The system must perform pre-validation edit checks on data elements to ensure conformance to the State Identification Bureau Interface Control Document. (e.g., an invalid length for a name field or invalid characters in a name field)
- xxx. The system must have a table-driven administrative interface that allows users to change field validations, e.g., a table of valid country codes.
- xxxi. Contractor must provide documentation on the system's capability to produce data for management reports showing system usage, operators using the system, calibration, and other functionality.

### **C. Usability**

- i. Must have a user interface designed for ease of use with minimal need for mouse or keyboard, e.g., an integrated foot pedal and touch screen features.
- ii. Ruggedized systems for jail implementations must be designed appropriate for field environments: waterproof, dust-resistant and shock-resistant.
- iii. Desktop configurations must be of compact design to permit countertop-placement in a booking area, or be portable.
- iv. Fingerprint capture plate must be easily cleaned and disinfected between print capture sessions. Both the capture plate life with regular disinfecting and the procedure for replacing coated prisms, if applicable, must be stated by Contractor.

## **2. Template Configurations**

Vendors are to include complete Template Options for each unit. Each option must be available for selection by FDLE as needed.

List of Templates:

- Criminal Arrest with Notice to Appear
- Criminal Arrest with Booking (in the Jail)
- Criminal Registrant
- Federal Hold (search w/o add – no FL charges)
- Remand/Hold
- Department of Corrections Incarceration
- Identification Only via Rapid ID
- Criminal Justice Applicant
- Non-Criminal Justice Applicant

### **A. Criminal Arrest with Notice to Appear - Desktop configuration**

Criminal Arrest with Notice to Appear workflow must:

- i. Assign Transaction Control Number (TCN) & Offender Based Tracking System (OBTS) number.
- ii. Collect plain impressions – slaps and thumbs.
- iii. Segment fingers 2,3,7,8 and submit to Rapid ID.

- iv. Capture a mugshot via digital camera or configurable folder via standalone mugshot system.
- v. Parse Rapid ID response to display demographics and configurable trigger events from Florida Crime Information Center (FCIC)/National Crime Information Center (NCIC), Computerized Criminal History (CCH) response such as Warrants, Sex Offender, Probation, Gang, Known or Suspected Terrorist (KST), and Violent Felony Offender Statuses.
- vi. Display mugshot with available demographics and significant indicators (Warrants, Sex Offender, Probation, Gang, KST, and Violent Felony Offender Statuses).
- vii. Indicators must represent via colors action required versus warning (e.g. Violent Felony Offender = Red, Wants/Warrants = Yellow).

**If the subject is identified by Rapid ID and the offense is a misdemeanor or ordinance violation the system must:**

- i. Provide an entry screen for updating demographics, entering of charge information and additional required data elements for a Notice to Appear.
- ii. Provide an Application Programming Interface (API) for exchanging demographic and charge information via the Records Management System and/or Jail Management System.
- iii. The API for exchanging information with a Records Management System and/or Jail Management System must conform to the National Information Exchange Model (NIEM) version of the Electronic Biometric Transmission Specification (EBTS).
- iv. Transmit the plain impressions, mugshot, updated demographics and charge information to the Florida Department of Law Enforcement (FDLE) BIS.
- v. Print a Notice to Appear that conforms to the Florida Rules of Criminal Procedure (Rule 3.125. Notice To Appear), July 10, 2013 in quadruplicate.

**If the subject is not identified by the Rapid ID search and the officer will enter the statute number/offense then if the offense is a misdemeanor or ordinance violation the system must:**

- i. Prompt the officer to collect a full Tenprint and Palm prints before proceeding to enter required data elements.
- ii. Provide an entry screen for entering full demographics, charge information and additional required data elements for a Notice to Appear.
- iii. Transmit the tenprints, palm prints, mugshot, demographics and charge information to the FDLE BIS.

- iv. Print a Notice to Appear that conforms to the Florida Rules of Criminal Procedure (Rule 3.125. Notice To Appear), July 10, 2013 in quadruplicate.

**If the subject is identified by Rapid ID and upon review of the information the offense is a felony the system must:**

- i. Prompt the officer to transport the subject to a booking facility.
- ii. Provide an option to fill out charge information to transmit to the booking facility's fingerprint system for pre-processing prior to arrival.

## **B. Criminal Arrest Booking**

Criminal Arrest Booking workflow must:

- i. Assign TCN & OBTS number.
- ii. Collect plain impressions – slaps and thumbs.
- iii. Segment fingers 2,3,7,8 and submit to Rapid ID.
- iv. Capture a mugshot via digital camera or configurable folder via standalone mugshot system.
- v. Parse Rapid ID response to display demographics and configurable trigger events from Florida Crime Information Center (FCIC)/National Crime Information Center (NCIC), Computerized Criminal History (CCH) response such as Warrants, Sex Offender, Probation, Gang, Known or Suspected Terrorist (KST), and Violent Felony Offender Statuses
- vi. Display mugshot with available demographics and significant indicators (Warrants, Sex Offender, Probation, Gang, KST, and Violent Felony Offender Statuses).
- vii. Indications must represent via colors action required versus warning, e.g. Violent Felony Offender = Red, Wants/Warrants = Yellow.

**If the subject is identified by Rapid ID the system must:**

- i. Provide an entry screen for updating demographics, entering of charge information and additional required data elements for a booking.
- ii. Provide an Application Programming Interface (API) for exchanging demographic and charge information via the Records Management System and/or Jail Management System.
- iii. The API for exchanging information with a Records Management System and/or Jail Management System must conform to the National Information Exchange Model (NIEM) version of the Electronic Biometric Transmission Specification (EBTS).

- iv. Transmit the plain impressions, mugshot, updated demographics and charge information to the FDLE BIS.
- v. The DNA indicator will state if DNA is on file; if the officer determines that the charge requires the collection of a DNA sample the system must have a selection to process a DNA sample and:
  - 1. Prompt the officer to collect a DNA sample.
  - 2. Provide fields for the minimum data elements required to submit a DNA sample to the DNA database.
  - 3. Print a label for affixing to the DNA oral swab kit with the required information and barcode for DNA sample submission.
  - 4. Print the DNA submission form that accompanies the DNA sample.

**If the subject is not identified by the Rapid ID search the system must:**

- i. Prompt the officer to collect a full tenprint and palm prints before proceeding to enter required data elements.
- ii. Provide an entry screen for entering full demographics, charge information and additional required data elements for a booking.
- iii. Transmit the tenprints, palm prints, mugshot, demographics and charge information to the FDLE BIS.
- iv. The DNA indicator will state if DNA is on file; if the officer determines that the charge requires the collection of a DNA sample the system must have a selection to process a DNA sample and:
- vi. The DNA indicator will state if DNA is on file; if the officer determines that the charge requires the collection of a DNA sample the system must have a selection to process a DNA sample and:
  - 1. Prompt the officer to collect a DNA sample.
  - 2. Provide fields for the minimum data elements required to submit a DNA sample to the DNA database.
  - 3. Print a label for affixing to the DNA oral swab kit with the required information and barcode for DNA sample submission.
  - 4. Print the DNA submission form that accompanies the DNA sample.

**C. Criminal Registrant**

Criminal Registrant workflow must:

- i. Assign TCN & OBTS number.
- ii. Collect plain impressions – slaps and thumbs.
- iii. Segment fingers 2,3,7,8 and submit to Rapid ID.

- iv. Capture a mugshot via digital camera or configurable folder via standalone mugshot system.
- v. Parse Rapid ID response to display demographics and configurable trigger events from Florida Crime Information Center (FCIC)/National Crime Information Center (NCIC), Computerized Criminal History (CCH) response such as Warrants, Sex Offender, Probation, Gang, Known or Suspected Terrorist (KST), and Violent Felony Offender Statuses
- vi. Display mugshot with available demographics and significant indicators (Warrants, Sex Offender, Probation, Gang, KST, and Violent Felony Offender Statuses).
- vii. Indicators must represent via colors action required versus warning, e.g. Violent Felony Offender = Red, Wants/Warrants = Yellow.

**If the subject is identified by Rapid ID the system must:**

- i. Provide an entry screen for updating demographics, entering of registration information.
- ii. Provide an Application Programming Interface (API) for exchanging demographic and charge information via the Records Management System and/or Jail Management System.
- iii. The API for exchanging information with a Records Management System and/or Jail Management System must conform to the National Information Exchange Model (NIEM) version of the Electronic Biometric Transmission Specification (EBTS).
- vii. The DNA indicator will state if DNA is on file; if the officer determines that the charge requires the collection of a DNA sample the system must have a selection to process a DNA sample and:
  - 1. Prompt the officer to collect a DNA sample.
  - 2. Provide fields for the minimum data elements required to submit a DNA sample to the DNA database.
  - 3. Print a label for affixing to the DNA oral swab kit with the required information and barcode for DNA sample submission.
  - 4. Print the DNA submission form that accompanies the DNA sample.
- iv. Transmit the plain impressions, mugshot, updated demographics and registration information to the FDLE BIS.

**If the subject is not identified by the Rapid ID search the system must:**

- i. Prompt the officer to collect a full tenprint and palm prints before proceeding to enter required data elements.

- ii. Provide an entry screen for entering full demographics, registration information and additional required data elements for a criminal registration.
- viii. The DNA indicator will state if DNA is on file; if the officer determines that the charge requires the collection of a DNA sample the system must have a selection to process a DNA sample and:
  - 1. Prompt the officer to collect a DNA sample.
  - 2. Provide fields for the minimum data elements required to submit a DNA sample to the DNA database.
  - 3. Print a label for affixing to the DNA oral swab kit with the required information and barcode for DNA sample submission.
  - 4. Print the DNA submission form that accompanies the DNA sample.
- iii. Transmit the tenprints, palm prints, mugshot, demographics and registration information to the FDLE BIS.

#### **D. Federal Hold**

Federal Hold workflow must:

- i. Assign TCN.
- ii. Collect plain impressions – slaps and thumbs.
- iii. Segment fingers 2,3,7,8 and submit to Rapid ID.
- iv. Capture a mugshot via digital camera or configurable folder via standalone mugshot system.
- v. Parse Rapid ID response to display demographics and configurable trigger events from Florida Crime Information Center (FCIC)/National Crime Information Center (NCIC), Computerized Criminal History (CCH) response such as Warrants, Sex Offender, Probation, Gang, Known or Suspected Terrorist (KST), and Violent Felony Offender Statuses
- vi. Display mugshot with available demographics and significant indicators (Warrants, Sex Offender, Probation, Gang, KST, and Violent Felony Offender Statuses).
- vii. Indicators must represent via colors required versus warning, e.g. Violent Felony Offender = Red, Wants/Warrants = Yellow.

**If the subject is identified by Rapid ID the system must:**

- i. Provide an entry screen for updating demographics, entering of Federal Hold information.

- ii. Provide an Application Programming Interface (API) for exchanging demographic and charge information via the Records Management System and/or Jail Management System.
- iii. The API for exchanging information with a Records Management System and/or Jail Management System must conform to the National Information Exchange Model (NIEM) version of the Electronic Biometric Transmission Specification (EBTS).
- iv. Transmit the plain impressions, mugshot, updated demographics and Federal Hold information to the FDLE BIS.

**If the subject is not identified by the Rapid ID search the system must:**

- i. Prompt the officer to collect a full tenprint and Palm prints before proceeding to enter required data elements.
- ii. Provide an entry screen for entering full demographics, Federal Hold information and additional required data elements.
- iii. Transmit the tenprints, palm prints, mugshot, demographics and charge information to the local repository if required.

**E. Non-reportable charges (i.e. Remand, county ordinance, sentence from court:**

Remand workflow must:

- i. Assign TCN.
- ii. Collect plain impressions – slaps and thumbs.
- iii. Segment fingers 2,3,7,8 and submit to Rapid ID.
- iv. Capture a mugshot via digital camera or configurable folder.
- v. Parse Rapid ID response to display demographics and configurable trigger events.
- vi. Display mugshot with available demographics and significant indicators (Warrants, Sex Offender, Probation, Gang, KST, and Violent Felony Offender Statuses).

**If the subject is identified by Rapid ID the system must:**

- i. Provide an entry screen for updating demographics, entering of remand information.
- ii. Provide an Application Programming Interface (API) for exchanging demographic and charge information via the Records Management System and/or Jail Management System.

- iii. The API for exchanging information with a Records Management System and/or Jail Management System must conform to the National Information Exchange Model (NIEM) version of the Electronic Biometric Transmission Specification (EBTS).
- iv. Transmit the plain impressions, mugshot, updated demographics and Federal Hold information to the FDLE BIS.

**If the subject is not identified by the Rapid ID search the system must:**

- i. Prompt the officer to collect a full tenprint before proceeding to enter required data elements.
- ii. Provide an entry screen for entering full demographics, charge information and additional required data elements for a booking.
- iii. Provide an Application Programming Interface (API) for exchanging demographic and charge information via the Records Management System and/or Jail Management System.
- iv. The API for exchanging information with a Records Management System and/or Jail Management System must conform to the National Information Exchange Model (NIEM) version of the Electronic Biometric Transmission Specification (EBTS)
- v. Transmit the tenprints, mugshot, demographics and charge information to the FDLE BIS to perform a search without add transaction.

**F. Department of Corrections Incarceration:**

Department of Corrections Incarceration workflow must:

- i. Assign TCN & OBTS number.
- ii. Collect plain impressions – slaps and thumbs.
- iii. Segment fingers 2,3,7,8 and submit to Rapid ID.
- iv. Capture a mugshot via digital camera or configurable folder via standalone mugshot system.
- v. Parse Rapid ID response to display demographics and configurable trigger events from Florida Crime Information Center (FCIC)/National Crime Information Center (NCIC), Computerized Criminal History (CCH) response such as Warrants, Sex Offender, Probation, Gang, Known or Suspected Terrorist (KST), and Violent Felony Offender Statuses.
- vi. Display mugshot with available demographics and significant indicators (Warrants, Sex Offender, Probation, Gang, KST, and Violent Felony Offender Statuses).

- vii. Indicators must represent via colors required versus warning, e.g. Violent Felony Offender = Red, Wants/Warrants = Yellow.

**If the subject is identified by Rapid ID the system must:**

- i. Provide an entry screen for updating demographics, entering of incarceration information.
- ii. Transmit the plain impressions, mugshot, updated demographics and incarceration information to the FDLE BIS.
- ix. The DNA indicator will state if DNA is on file; if the officer determines that the charge requires the collection of a DNA sample the system must have a selection to process a DNA sample and:
  - 1. Prompt the officer to collect a DNA sample.
  - 2. Provide fields for the minimum data elements required to submit a DNA sample to the DNA database.
  - 3. Print a label for affixing to the DNA oral swab kit with the required information and barcode for DNA sample submission.
  - 4. Print the DNA submission form that accompanies the DNA sample.

**If the subject is not identified by the Rapid ID search the system must:**

- i. Prompt the officer to collect a full tenprint and Palm prints before proceeding to enter required data elements.
- ii. Provide an entry screen for entering full demographics, incarceration information and additional required data elements for a booking.
- iii. The DNA indicator will state if DNA is on file; if the officer determines that the charge requires the collection of a DNA sample the system must have a selection to process a DNA sample and:
  - 1. Prompt the officer to collect a DNA sample.
  - 2. Provide fields for the minimum data elements required to submit a DNA sample to the DNA database.
  - 3. Print a label for affixing to the DNA oral swab kit with the required information and barcode for DNA sample submission.
  - 4. Print the DNA submission form that accompanies the DNA sample.
- iv. Transmit the tenprints, palm prints, mugshot, demographics and incarceration information to the FDLE BIS.

**G. Criminal Justice Applicant:**

Criminal Justice Applicant workflow must:

- i. Assign TCN.

- ii. Collect full tenprint.
- iii. Capture a portrait via digital camera or configurable folder.
- iv. Provide an entry screen to input demographic and applicant information
- v. Provide an XML export of demographic information in a standard format for inclusion in a human resource system
- vi. Transmit the tenprint and portrait to the FDLE Civil Workflow Control System (CWCS)

### **3. Fewer than tenprint search / capture devices (fixed/desktop)**

#### **A. Compliance**

- i. Equipment / Software must be compliant with Wavelet Scalar Quantization (WSQ) Grayscale Fingerprint Image Compression Specifications (IAFIS-IC-0110 v3.1 October 1, 2010) for 500ppi images.
- ii. Equipment / Software must be compliant with Joint Photographic Experts Group (JPEG) JPEG-2000 10:1 lossy compression in accordance with the National Institute of Standards and Technology Interagency Report "Effects of JPEG 2000 Lossy Image Compression on 1000ppi Fingerprint Imagery" (NISTIR 7780, July 2013) for 1000ppi images.
- iii. Equipment / Software must be compliant with the Gaussian filter strategy for downsampling of 1000ppi to 500ppi for legacy pathway processing in accordance with National Institute of Standards and Technology Interagency Report "Examination of Downsampling Strategies for Converting 1000ppi Fingerprint Imagery to 500ppi" (NISTIR 7839, January 2013) for 1000ppi images that are stored or transmitted at 500ppi.
- iv. Equipment / Software must be compliant with American National Standard for Information Systems (ANSI) Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information (ANSI/NIST-ITL I-2011). Additionally, considerations for bandaged, amputated, and/or deformed digits must be in compliance with the ANSI/NIST standard.
- v. System must conform to the NIST Fingerprint Image Quality (NFIQ) 2.0 standard.
- vi. Equipment / Software must meet the Federal Bureau of Investigation's (FBI) Electronic Biometric Transmission Specification (EBTS) (NGI-DOC-01078-10.0 July 2, 2013) including Appendix F image quality specifications.
- vii. Equipment / Software must communicate via TCP/IP. The FDLE's preference is for common services to communicate on their commonly accepted ports. For applications to communicate to a remote vehicle (e.g., a patrol car), the application must have the ability to transmit its packets through a proxy. This

proxy capability must be native to the application. All transmissions must comply with a fully qualified ANSI/NIST data formatted packet.

- viii. Equipment / Software must be compliant with FALCON Interface Control document (ICD) specifications for Rapid ID transactions.

## **B. Standards**

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

- i. Must provide on-screen prompts that indicate the appropriate finger to be captured for each type of transaction.
- ii. The system will have the ability to determine the NFIQ score for each fingerprint collected.
- iii. The minimum NFIQ score for an acceptable transmission will be user configurable.
- iv. Must provide immediate quality control feedback to the operator. An indicator must appear on-screen to classify the image as acceptable or unacceptable, prior to the capture of the next finger.
- v. Must support the compression of images at the workstation prior to transfer to the FDLE BIS, allowing for more efficient use of the local area bandwidth. Compression must use an FBI-certified WSQ algorithm to meet the FBI-certified compression ratio.
- vi. The system must display the transmission status of completed captures. Internal storage must be incorporated to store captured images and data if transmission is delayed.
- vii. The system must meet the FBI CJIS Security Policy regulating Access Control, Identification and Authentication.
- viii. The system must have a security system to prevent unauthorized operator access.
- ix. The system must provide an interface to a directory service for user access. i.e. Microsoft Active Directory or Lightweight Directory Access Protocol (LDAP).
- x. The system must incorporate role based access with privileges assigned based on a configurable user profile.
- xi. The system must have a timeout feature that will not leave the system in a "logged on" state for more than thirty minutes if the operator leaves the area.
- xii. The system must allow for the printing of transactions and responses.
- xiii. The system must allow for the printing of transactions and responses to be selectable, e.g. only Criminal History or only Wants and Warrants.

- xiv. The system must be capable of performing automatic calibrations at programmed intervals and then logging the results of those calibrations. Contractor must list calibration elements.
- xv. The system must have remote diagnostic capability.
- xvi. Contractor must provide documentation on the system's capability to produce data for management reports showing system usage, operators using the system, calibration and other functionalities.

#### **C. Usability**

- i. Must have a user interface designed for ease of use with minimal need for mouse or keyboard.
- ii. Fingerprint capture plate must be easily cleaned and disinfected between print capture sessions. Both the capture plate life with regular disinfecting and the procedure for replacing coated prisms, if applicable, must be stated by Contractor.
- iii. Must be of compact design to permit countertop-placement in a booking area, or be portable.

### **4. Fewer Than Tenprint Search / Capture Devices (Mobile)**

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

#### **A. Compliance**

- i. Equipment / Software must be compliant with Wavelet Scalar Quantization (WSQ) Grayscale Fingerprint Image Compression Specifications (IAFIS-IC-0110 v3.1 October 1, 2010) for 500ppi images.
- ii. Equipment / Software must be compliant with Joint Photographic Experts Group (JPEG) JPEG-2000 10:1 lossy compression in accordance with the National Institute of Standards and Technology Interagency Report "Effects of JPEG 2000 Lossy Image Compression on 1000ppi Fingerprint Imagery" (NISTIR 7780, July 2013) for 1000ppi images.
- iii. Equipment / Software must be compliant with the Gaussian filter strategy for downsampling of 1000ppi to 500ppi for legacy pathway processing in accordance with National Institute of Standards and Technology Interagency Report "Examination of Downsampling Strategies for Converting 1000ppi Fingerprint Imagery to 500ppi" (NISTIR 7839, January 2013) for 1000ppi images that are stored or transmitted at 500ppi.
- iv. System must conform to the NIST Fingerprint Image Quality (NFIQ) 2.0 standard.

- v. Equipment / Software must be compliant with American National Standard for Information Systems (ANSI) Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information (ANSI/NIST-ITL I-2011). Additionally, considerations for bandaged, amputated, and/or deformed digits must be in compliance with the ANSI/NIST standard.
- vi. Equipment/Software must meet the Federal Bureau of Investigation's (FBI) Electronic Biometric Transmission Specification (EBTS) (NGI-DOC-01078-10.0 July 2, 2013) including Appendix F image quality specifications.
- vii. Equipment/Software must communicate via TCP/IP. The FDLE's preference is for common services to communicate on their commonly accepted ports. For applications to communicate to a remote vehicle, e.g., a patrol car, the application must have the ability to transmit its packets through a proxy. This proxy capability must be native to the application. All transmissions must comply with a fully qualified ANSI/NIST data formatted packet.
- viii. Equipment/Software must be compliant with FALCON ICD specifications for Rapid ID transactions

## **B. Standards**

- i. The system must support wireless communications
  - a. Cellular (e.g., GSM, GPRS/EDGE, and CDMA)
  - b. Wi-Fi (802.11x)
- ii. Must feature on-screen or hand-held system prompts that indicate the appropriate finger to be captured for each type of transaction
- iii. The system must operate in a temperature range of 32° – 104° F (0° - 40° C) and a relative humidity range of 10% - 90%
- iv. The unit must be of a compact design weighing less than 2.5 pounds.
- v. The system will have the ability to determine the NFIQ score for each fingerprint collected.
- vi. The minimum NFIQ score for an acceptable transmission will be user configurable.
- vii. Must provide immediate quality control feedback to the operator. An indicator must appear on-screen to classify the image as acceptable or unacceptable, prior to the capture of the next finger.
- viii. The system must be able to run on rechargeable lithium-ion batteries that allow for no less than 8 hours of operation, with a minimum of 5 hours of continuous operation.

- ix. Must support the compression of images at the workstation prior to transfer to the FDLE BIS, allowing for more efficient use of the local area bandwidth. Compression must use an FBI-certified WSQ algorithm to meet the FBI-certified compression ratio.
- x. The system must display the transmission status of completed captures. Internal storage must be incorporated to store captured images and data if transmission is delayed.
- xi. The system must provide a mechanism that enables an administrator to periodically delete stored records.
- xii. The system must provide a preview of the fingerprint image and data as it will be printed on a fingerprint card, and allow the operator to view a zoomed image.
- xiii. The system must meet the FBI CJIS Security Policy regulating Access Control, Identification and Authentication.
- xiv. The system must have a security system to prevent unauthorized operator access. Password protection must be used and must not leave the system in a "logged on" state for more than thirty minutes if the operator leaves the area. Preference must be given to biometric log-on.
- xv. The system must be capable of performing automatic calibrations at programmed intervals and then logging the results of those calibrations. Contractor must list calibration elements.
- xvi. The system must have remote diagnostic capability.
- xvii. Contractor must provide documentation on the system's capability to produce data for management reports showing system usage, operators using the system, calibration, etc.

**C. Usability**

- i. Must have a user interface designed for ease of use with minimal need for mouse or keyboard, e.g., touch screen features.
- ii. Rugged design appropriate for field environments: waterproof, dust-resistant and shock-resistant (must remain intact after a 4 ft. drop to concrete).
- iii. Fingerprint capture plate must be easily cleaned and disinfected between print capture sessions. Both the capture plate life with regular disinfecting and the procedure for replacing coated prisms, if applicable, must be stated by Contractor.