

**Competitive Procurement for:**

**Vendor-Managed Civil Fingerprint Capture System  
DCJS NY RFP 2025-02**

<b>CONTRACTING ENTITY</b>	<b>DCJS SOLE DESIGNATED CONTACT FOR INQUIRIES AND SUBMISSIONS</b>
<p><b>State of New York acting by and through the Division of Criminal Justice Services (DCJS) Rossana Rosado, Commissioner</b></p> <p><b>On behalf of: Offices, departments, and agencies of the State of New York, certain political subdivisions and authorized users of the DCJS Statewide Vendor-Managed Civil Fingerprint Capture System</b></p>	<p><b>Procurement Office, Office of Budget and Finance New York State Division of Criminal Justice Services Alfred E. Smith State Office Building 80 South Swan Street, Albany, NY 12210</b></p> <p>All questions regarding this RFP must be submitted via electronic mail to the designated contact for this RFP at: <a href="mailto:DCJSprocurement@DCJS.ny.gov">DCJSprocurement@DCJS.ny.gov</a></p> <p><b>Responses to questions will be posted on the DCJS website.</b></p>

<b>PROCUREMENT TIMELINE</b>	
<b>Event</b>	<b>Date (Time)</b>
<b>1. RFP release date</b>	<b>June 6, 2025</b>
<b>2. Deadline for filing Voluntary Notice of Intent to Bid:</b>	<b>June 16, 2025</b>
<b>3. Deadline for Submission of Offerer's Questions</b>	<b>June 16, 2025</b>
<b>4. Issuance of DCJS Response to Submitted Questions</b>	<b>On or about June 23, 2025</b>
<b>5. BID PROPOSALS DUE DATE</b>	<b>July 1, 2025, 4 p.m.</b>
<b>6. Anticipated Notification of Award</b>	<b>July 16, 2025</b>
<b>7. Debriefing Request Deadline</b>	Two weeks after notification for award/non-select
<b>8. Bid Protest Deadline</b>	See Attachment 9.4
<b>9. Timeframe for Contract Approval</b>	Estimate 60 days from Notification of Award
<b>10. Contract Start Date</b>	November 2, 2025
<b>11. Services Start Date</b>	February 2, 2026

NOTE: The above dates are tentative and subject to change at DCJS's sole discretion.

NYS reserves the right, in its sole discretion, to alter the information and schedule shown above. In such an event, NYS will e-mail notice to vendors who have submitted a Bid and publish the notification on its website at: <http://www.criminaljustice.ny.gov/pio/vendor/business.html>

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

**PLEASE NOTE: As used in this Request for Proposals (RFP), the terms "Bidder," "Vendor" and, "Offerer" means any entity submitting applications in connection with this RFP and the term "Contractor" means those who have been awarded services under this RFP.**

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**PREAMBLE**

**NOTICE OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING AND CONTACTS**

State Finance Law §139-j(6) requires that a governmental entity incorporate a summary of its policy and prohibitions regarding permissible contacts during a covered procurement. Pursuant to State Finance Law §§139-j and 139-k, this Request for Proposal (RFP) includes and imposes certain restrictions on communications between the Division of Criminal Justice Services (DCJS), a governmental entity, and a vendor<sup>1</sup> during the procurement process.

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

State Finance Law §139-k(4) obligates every governmental entity during the restricted period of a procurement contract to make a written record of any contacts made. The term “contact” is defined in State Finance Law §139-k(1)(c) and refers to those oral, written, or electronic communications that a reasonable person would infer are attempts to influence the governmental procurement. DCJS is required to make a determination of the responsibility of the vendor pursuant to State Finance Law §§139-j and 139-k. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four (4) year period; the vendor is debarred from obtaining governmental procurement contracts.

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

<http://www.ogs.ny.gov/ACPL/>

Vendors must provide DCJS with a required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. The vendor must agree to the certification and complete the affirmation of such agreement via the included Offerer’s Affirmation of Understanding of an Agreement pursuant to State Finance Law §139-j(3) and §139-j(6)(b) and **Appendix F: Form 4: Offerer’s Certification of Compliance with State Finance Law §139-k(5)**, which are mandatory submissions.

<sup>1</sup> Please note that in this RFP, the terms “vendor”, “Offerer”, “Offerer/Bidder”, or “Bidder” or similar wording are used interchangeably.

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**Sole Designated Procurement and Solicitation Contact**

All Vendors are required to comply with Chapter 1 of the Laws of 2005, the Procurement Lobbying Act and subsequent amendments made pursuant to Chapter 4 of the Laws of 2010. All questions regarding this RFP must be submitted via electronic mail to the DCJS Sole Designated Contact for this procurement specified on the cover page of this RFP. Pursuant to the Procurement Lobbying Law, the DCJS Sole Designated Contact for this procurement specified on the cover page of this RFP is designated as the DCJS Solicitation Contact for this procurement. All inquiries, questions, filings, and submission of proposals that are submitted to any other individual or physical address shall not be considered as official, binding, or as having been received by the State.

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

**Prior Non-Responsibility Determination Affirmation**

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

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

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

**Public Officers Law Sections 73 and 74**

The New York State Joint Commission on Public Ethics is charged with administering and enforcing the State's ethics and lobbying laws as well as the State's anti-nepotism law and laws pertaining to certain political activities and improper influence. Its mission is to insure compliance with the ethical standards that public officials and lobbyists must observe in order to ensure public trust and confidence in government. More information is available at the Commission's website at <http://www.jcope.ny.gov>.

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

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**Public Officers Law § 73(5)**

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

- a. solicit, accept or receive any gift having more than a nominal value, whether in the form of money, service, loan, travel, lodging, meals, refreshments, entertainment, discount, forbearance or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him, or could reasonably be expected to influence him, in the performance of his official duties or was intended as a reward for any official action on his part. No person shall, directly or indirectly, offer or make any such gift to a statewide elected official, or any state officer or employee, member of the legislature or legislative employee under such circumstances.
- b. solicit, accept or receive any gift, as defined in section one-c of the legislative law, from any person who is prohibited from delivering such gift pursuant to section one-m of the legislative law unless under the circumstances it is not reasonable to infer that the gift was intended to influence him; or
- c. permit the solicitation, acceptance, or receipt of any gift, as defined in section one-c of the legislative law, from any person who is prohibited from delivering such gift pursuant to section one-m of the legislative law to a third party including a charitable organization, on such official's designation or recommendation or on their behalf, under circumstances where it is reasonable to infer that the gift was intended to influence him.

**Public Officers Law §74:**

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

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

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

3. Standards.

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

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- c. No officer or employee of a state agency, member of the legislature or legislative employee should disclose confidential information acquired by him in the course of his official duties nor use such information to further his personal interests.
  - d. No officer or employee of a state agency, member of the legislature or legislative employee should use or attempt to use their official position to secure unwarranted privileges or exemptions for himself or herself or others, including but not limited to, the misappropriation to himself, herself or to others of the property, services or other resources of the state for private business or other compensated non-governmental purposes.
  - e. No officer or employee of a state agency, member of the legislature or legislative employee should engage in any transaction as representative or agent of the state with any business entity in which he has a direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of his official duties.
  - f. An officer or employee of a state agency, member of the legislature or legislative employee should not by his conduct give reasonable basis for the impression that any person can improperly influence him or unduly enjoy his favor in the performance of his official duties, or that he is affected by the kinship, rank, position or influence of any party or person.
  - g. An officer or employee of a state agency should abstain from making personal investments in enterprises which he has reason to believe may be directly involved in decisions to be made by him or which will otherwise create substantial conflict between his duty in the public interest and his private interest.
  - h. An officer or employee of a state agency, member of the legislature or legislative employee should endeavor to pursue a course of conduct which will not raise suspicion among the public that he is likely to be engaged in acts that are in violation of his trust.
  - i. No officer or employee of a state agency employed on a full-time basis nor any firm or association of which such an officer or employee is a member nor corporation a substantial portion of the stock of which is owned or controlled directly or indirectly by such officer or employee, should sell goods or services to any person, firm, corporation or association which is licensed or whose rates are fixed by the state agency in which such officer or employee serves or is employed.
4. Violations. In addition to any penalty contained in any other provision of law any such officer, member or employee who shall knowingly and intentionally violate any of the provisions of this section may be fined, suspended or removed from office or employment in the manner provided by law. Any such individual who knowingly and intentionally violates the provisions of paragraph b, c, d or i of subdivision three of this section shall be subject to a civil penalty in an amount not to exceed ten thousand dollars and the value of any gift, compensation or benefit received as a result of such violation. Any such individual who knowingly and intentionally violates the provisions of paragraph a, e or g of subdivision three of this section shall be subject to a civil penalty in an amount not to exceed the value of any gift, compensation or benefit received as a result of such violation.

**Notification of Award and Opportunity for Debriefing**

The successful Offerer will be advised of selection by DCJS through the issuance of a formal written correspondence indicating a proposed award. All Bidders will be notified of the selection or rejection of their proposals. Once an award has been made, Bidders may submit a written request for a debriefing as to why their proposal did not result in an award. The written request must be received by the DCJS Sole Designated Contact

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identified on the cover page of this RFP no later than ten (10) business days from the date of the award announcement.

**DCJS Contract Award Protest Procedure**

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

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

**Freedom of Information Law (FOIL) Requests**

To request access, pursuant to the Freedom of Information Law (FOIL), to a record maintained by the Division of Criminal Justice Services, you must make your request in writing. Please be as specific as possible in describing the record(s) in which you are interested. Within five business days of the receipt of a written request, we will send a written acknowledgement that we have received the request. Please send your inquiry via mailing provider, FAX or e-mail to:

Records Access Office  
NYS Division of Criminal Justice Services  
Alfred E. Smith State Office Building  
80 South Swan Street  
Albany, NY 12210  
FAX: (518) 457-2416  
E-mail: [foil@dcjs.ny.gov](mailto:foil@dcjs.ny.gov)  
Questions or comments: [foil@dcjs.ny.gov](mailto:foil@dcjs.ny.gov)

**Procurement Record**

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

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## 2.0 PROPOSAL BACKGROUND

The New York State Division of Criminal Justice Services (DCJS) is an executive agency of the State of New York and a multi-function New York State criminal justice agency which serves, by statute, as New York's central repository for criminal history record information (CHRI). DCJS is among the nation's leaders in developing criminal justice technologies, communication and information systems. A core business function of DCJS is receiving, processing, and identifying criminal, civil, and crime scene fingerprint submissions. The outcome of this important public safety operation is the positive identification of subject individuals, and the timely dissemination of their complete and accurate CHRI to authorized agencies. DCJS' State Identification Bureau (SIB) provides full Tenprint and crime scene fingerprint processing services on a 24 hours per day, 7 days per week, 365 days per year (24/7/365) basis. Professional Fingerprint Examiners integrate traditional and time-honored identification skills with Statewide Automated Biometric Identification System (SABIS) technology to support both the State's criminal justice system and the suitability determination process in relation to applications for certain types of employment and licenses.

### 2.1. Purpose of this Request for Proposal (RFP)

The purpose of this proposal is to conduct a procurement to acquire the services of a vendor-owned and managed civil fingerprint capture system. This procurement of a vendor provided service is intended to continue to provide a statewide vendor managed fingerprint network for use by authorized contributor agencies. The goal of the proposal is to continue to provide solutions that:

- simplify the process for individuals needing to be fingerprinted for background checks,
- reduce the overall cost and improve convenience to individuals for civil fingerprint background checks,
- reduce state-wide costs by eliminating redundancy in livescan systems across multiple State and local agencies,
- improve the quality and security of civil fingerprints, photographs and data submitted to DCJS and participating agencies.

### 2.2. Background

This procurement will provide applicants with a single, convenient, and affordable fingerprinting solution to benefit individuals applying for a position or license which requires a fingerprint-based background check. It also permits DCJS to receive high quality fingerprint images, photographs, and data electronically, permitting a streamlined operation which eliminates data entry and the scanning of hardcopy fingerprint cards.

During calendar year 2024, DCJS received approximately 802,000 civil fingerprint transactions. In 2024, over 99% of civil fingerprint transactions were processed within 24 hours.

<u>Year</u>	<u>Number of Civil Fingerprints Received</u>	<u>% Increase from Previous Year</u>
<b>2023</b>	<b>751,069</b>	<b>4.8%</b>
<b>2024</b>	<b>802,152</b>	<b>6.8%</b>

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DCJS receives and processes thousands of civil fingerprint cards each month for individuals seeking a background check for employment or license purposes, and the volume of overall civil fingerprint input continues to rise. Most civil fingerprints are submitted electronically (via Store and Forward) by several large NYS and NYC agencies. The table below contains statistics from several of the higher volume agencies processing civil prints through the current statewide vendor network and is included for the purpose of illustrating input levels of fingerprints submitted by the highest volume contributor agencies for the past two years. DCJS expects that future requirements may expand beyond fingerprints to include palm prints and other methods of biometric identification.

Agency Name	2023 Print Volume	% of 2023 Total Civil Input	2024 Volume	% of 2024 Total Civil Input
NYS Office of Children and Family Services (OCFS)	69,231	9.20%	88,267	11.00%
NYS Department of Health (DOH)	86,123	11.47%	105,974	13.21%
NYS Department of Motor Vehicles (DMV)	15,374	2.05%	16,826	2.10%
NYS Dept. of State (DOS)	59,633	7.94%	67,219	8.38%
NYS Justice Center for Protection of People with Special Needs	10,583	1.41%	9,160	1.14%
NYS Justice Center (OPWDD)	79,762	10.62%	83,265	10.38%
NYS Justice Center (OMH)	26,628	3.54%	28,883	3.60%
NYS OASAS	14,856	1.98%	13,978	1.74%
NYS Education Department	73,686	9.81%	73,046	9.11%
NYS DCJS Record Review	14,612	1.95%	16,066	2.00%
NYS Gaming Commission	5,673	0.76%	5,338	0.67%
NYS Dept of Financial Services	9,823	1.31%	7,524	0.94%
NYS Liquor Authority	6,351	0.85%	6,259	0.78%
NYC Department of Education	51,117	6.81%	47,281	5.89%
NYC Department of Citywide Administrative Services	19,448	2.59%	16,568	2.06%
NYC Department of Investigation	14,594	1.94%	13,391	1.67%
NYC Taxi & Limousine Commission	25,646	3.41%	17,534	2.19%
<b>Totals:</b>	<b>583,140</b>	<b>77.64%</b>	<b>616,579</b>	<b>76.87%</b>

Most of the large volume New York State agencies that submit fingerprints to DCJS have chosen to take advantage of the use of the state managed vendor network. The agencies noted in the table above represent the majority of input of civil prints expected to be submitted through the statewide network. As of December 31, 2024, the statewide vendor network input level was approximately 85% of all civil prints received by DCJS, with 1,286 contributor agencies utilizing the network. The long-term goal is to continue to incorporate additional civil contributors into this system.

### 3.0 DEADLINE FOR SUBMISSION OF INITIAL AND SUBSEQUENT QUESTIONS

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There will be no pre-bid conference held for this procurement. All questions relating to the content of this RFP shall be directed, by email utilizing **Exhibit H - Questions Template** to the **DCJS Sole Designated Contact for Inquiries and Submissions** at the email address identified on the cover page of this RFP. Only those questions received prior to the deadline date found in the timeline shown above will be accepted. Each question shall cite the RFP section and paragraph number to which it refers. Bidders are advised that submissions to DCJS including, but not limited to, written questions become part of the procurement record.

***In the event Bidders experience any technical issues, such as email submission communication issues, including any questions submitted before the deadline that were not addressed in DCJS' Official Response to Questions, please contact the Office of Budget and Finance at [DCJSProcurement@dcjs.ny.gov](mailto:DCJSProcurement@dcjs.ny.gov) and indicate that the question is regarding RFP 2025-02.*** Please note that DCJS cannot answer substantive questions concerning this RFP in any manner other than the email method.

### **3.1. DCJS Official Responses to Questions**

Bidders' questions and DCJS' responses, as well as updates and/or modifications, will be posted to the DCJS website at:

<https://www.criminaljustice.ny.gov/pio/vendor/business.html>

Responses to all submitted questions will be posted on this website. Vendors are responsible for checking the website on a regular basis for the responses and to ascertain whether any new information or notices have been posted. Vendors should contact the DCJS Sole Designated Contact if they experience problems accessing the website.

## **4.0 SCOPE OF SERVICES**

### **4.1. Vendor-Managed Civil Fingerprint Capture System**

DCJS seeks to procure turnkey services of a vendor committed to installing, maintaining and operating vendor managed livescan fingerprint systems in strategic locations throughout the entire State of New York for the purpose of capturing fingerprints, photographs, and data from individuals who are required to statutorily have a fingerprint background check performed in connection with employment or licensing activity. DCJS seeks to establish, through the use of web-based advanced appointment scheduling technology and a customer contact center, a statewide solution that addresses cultural diversity, geographical locations and population distribution as is necessary to provide civil fingerprint capture services in rural and suburban areas as well as major metropolitan areas. DCJS has determined that through the use of customer service and management techniques, including advance scheduling and a customer contact center, its fingerprint applicants must be able to obtain this service within:

- 7 calendar days;
- 25 miles driving distance; and
- 35 minutes one way travel time.

In rural areas, accomplishing this performance requirement may require the use of mobile units scheduled to appear at specified locations at prearranged dates and times on a fixed schedule – including this option will be up to the bidder.

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DCJS recognizes that in some rural areas of the State, the travel time parameter of 35 minutes may be impacted by availability of options to place a site; in such cases, DCJS reserves the right to approve for travel time to be higher than 35 minutes one way travel time. Such approval would require the vendor to submit a request to the DCJS Project Manager for review and approval by DCJS.

The successful bidder shall:

- implement a call center, including a toll free inbound “800” number for telephone contact that will be available from 9:00 AM to 9:00 PM ET Monday through Saturday; and
- create a secure web site available 24 hours a day, seven days a week, and 365 days a year which will enable applicants to schedule a time and location to be fingerprinted, and input basic information in advance to reduce the amount of time the applicant spends on site.

The Contractor must comply with all security requirements in effect for fingerprint activity as determined by DCJS at its sole discretion. Any personnel employed or subcontracted by the Prime Contractor and subcontractor, including owners, executive staff, employees who operate livescan equipment, employees who receive confidential information from applicants, or any managerial employee who exerts control or influence over such employees with access to livescan equipment or confidential information must be fingerprinted for the purpose of a DCJS criminal record background check and must be acceptable to DCJS following review of such DCJS criminal history background check.

DCJS will not disqualify any person solely due to a criminal conviction. In the event that DCJS disqualifies an individual with access or control over livescan equipment or confidential information, such person will be barred from subcontracting with Contractor, accessing livescan equipment or confidential information, or from managing, controlling or influencing any employee, manager or agent of the Contractor or a subcontractor. In the event that DCJS learns or ascertains that such a barred person is acting in such a manner, a “security breach” penalty will be imposed as prescribed in **Sections 3.24.1 and 3.24.2** of this RFP.

#### **4.2. New York State Agency Participation**

The current vendor managed system is utilized for the majority of civil prints submitted by authorized NYS agencies. Given that numerous NYS agencies are already utilizing the vendor managed system and have eliminated their own fingerprint capture systems, it is anticipated that they will continue to use this method for their civil fingerprint submissions. The long-term goal is to continue to incorporate additional civil contributors into this system.

#### **4.3. Process Outline**

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Although the final design of the system will be determined in conjunction with the selected vendor, a preliminary outline of the process elements is as follows:

- Using established procedures, the vendor will view applicant identification, collect or verify applicant data and retrieve or establish a unique identifier for the applicant transaction.
- Applicants referred by an agency or potential employer may be required to obtain and present an authorization form issued by the fingerprint requestor.
- The vendor will collect a fee from the applicant, participating agency or potential employer.
- Some agencies will make previously collected data available to the vendor to reduce data entry errors. In this case, agencies may supply an applicant with a unique identifying number to be used by the vendor to retrieve agency data.
- The vendor system will transmit the fingerprints, photographs, and biographic data to DCJS using existing DCJS “Store and Forward” technology.
- DCJS will transmit a “data received” message to the vendor system.
- The vendor system will forward this status message to the participating agency if required.
- DCJS will process the fingerprints if nothing causing a rejection is encountered.
- DCJS will send the fingerprint response to the participating agency and a message to the vendor system indicating completion by DCJS. The vendor system will forward this status message to the participating agency, if requested by such agency.
- DCJS will forward data to the FBI if appropriate. An FBI “data received” confirmation is *not* sent to the vendor system.
- If DCJS forwarded data to the FBI, the FBI will respond back to DCJS. DCJS will forward the FBI response to the participating agency and a message to the vendor system indicating completion by the FBI. The vendor system will forward this status message to the participating agency, if requested by such agency.
- DCJS will not provide to the vendor, in connection with any submitted fingerprint transaction, any response or message to the vendor system that contains criminal history record information, an indication or indicator of any type of criminal history record information or any fingerprint search results from DCJS or the FBI.

#### **4.4. Applicant Scheduling**

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All participating agencies requiring civil fingerprinting services will instruct the applicant to contact the Contractor to schedule an appointment to be fingerprinted. The objective is for the Contractor to provide live-scan fingerprinting services to all applicants and participating agencies in a timely, efficient, and accurate manner and provide satisfactory service to applicants.

The Contractor shall establish a toll-free number, web-based scheduling functions and a call center to schedule appointments for all fingerprinting sites maintained by the Contractor. Website scheduling functions shall be translated and made available in a minimum of twelve (12) languages in accordance with New York State Executive Law §202-a. The twelve languages are identified to be the top twelve most commonly spoken by Limited Proficient (LEP) Individuals in NYS, as identified by U.S. Census data. Those languages are:

- Spanish
- French
- Urdu
- Bengali
- Yiddish
- Arabic
- Polish
- Italian
- Chinese
- Haitian Creole
- Korean
- Russian

DCJS will continue to reassess the need for additional languages of translation on an ongoing basis.

The call center shall be available between the hours of 9:00 AM to 9:00 PM ET, Monday through Saturday.

The Contractor shall provide English and Spanish speaking operator availability during all call center operating hours. Hearing impaired services for scheduling shall also be provided by the Contractor at a separate phone number during the same hours as the call center.

Applicants shall not wait more than ten (10) minutes on average before being connected with a live operator to accept the applicant's information. During this waiting period, the Contractor shall notify the applicant of the website scheduling option described below. The average wait time shall be considered the time that elapses subsequent to the applicant being provided the website scheduling option.

The Contractor shall create a secure website which must comply with the NYS Office of Information Technology Services Policy NYS-P08-005 "Accessibility of Web-Based Information and Applications", as determined by a certified accessibility quality assurance tester. The results of such testing must be approved by DCJS before the web application will be considered a qualified deliverable under this Procurement. This policy may be found at:

[https://its.ny.gov/system/files/documents/2024/10/nys-p08-005-accessibility-of-information-communication-technology\\_0.pdf](https://its.ny.gov/system/files/documents/2024/10/nys-p08-005-accessibility-of-information-communication-technology_0.pdf)

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The Contractor shall be available to fingerprint applicants within the following seven (7) calendar days of the applicant's request to schedule an appointment. A web-based scheduling function for all fingerprinting sites maintained by the Contractor shall be established. Applicants shall also have the option to schedule their appointments for future dates, beyond the seven-calendar day timeframe. Web-based scheduling appointments shall be available, at a minimum, up to 45 days following the date of inquiry. The web-based scheduling function shall be available 24 hours per day, 7 days per week, and 365 days per year. Applicants shall have the ability to book, cancel, and change appointments via the web. The Contractor-provided web scheduling function must include controls to ensure that applicants can change only their own appointment and personal information.

Applicants referred by a participating agency or potential employer may be required to obtain and present an authorization form issued by the fingerprint requestor.

**4.5. Penalties for failure to meet time requirements for Applicant Scheduling and Availability**

DCJS reserves the right to audit compliance with DCJS requirements by the Prime Contractor including the requirement for failure to meet response time, scheduling, up-time and waiting time and reserves the right to investigate complaints received from users of the system. In the event that DCJS determines that Offerer as Prime Contractor fails to meet requirements concerning time set forth herein for maximum wait time, system or website uptime and availability and time in which to schedule applicants, DCJS shall notify Prime Contractor and Prime Contractor shall implement action necessary to bring performance into compliance with the requirements of this RFP. For requirements which establish standards for accuracy and security, the failure of the Prime Contractor will in addition adversely impact the State's public safety and DCJS' public safety mission. If the Prime Contractor has discovered such an occurrence as a result of its own monitoring or complaints it has received, Prime Contractor shall notify DCJS within two (2) hours of discovery and implement action to bring performance into compliance. Prime Contractor shall also notify DCJS of any actions taken to bring performance into compliance upon execution of those actions.

In the event that Prime Contractor fails to correct an occurrence of excessive Call Center waiting time or downtime for applicant website scheduling and availability, regardless of whether DCJS has notified Prime Contractor or Prime Contractor has discovered such an occurrence as a result of its own monitoring or complaints it has received, within six (6) hours of receipt of notification made during standard business hours by DCJS or vendor's own discovery, the following penalties shall be applicable:

For the first instance within any calendar month a penalty in the amount of one thousand dollars (\$1,000) shall be paid by the Prime Contractor to DCJS.

For the second and subsequent instances within any calendar month a penalty in the amount of five thousand dollars (\$5,000) shall be paid by the Prime Contractor to DCJS.

DCJS at its sole option may recover any applicable penalty through set off of any amount then due and owing to Prime Contractor by the State of New York for any purpose, by acceptance of payment from the Prime Contractor or by initiating a draft on the Standby Letter of Credit which

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the Prime Contractor shall maintain under this RFP. Amounts due hereunder shall be in addition to any other amount due DCJS.

**4.6. Fingerprinting Sites**

The Contractor must develop a comprehensive plan to provide statewide coverage. Planning should take into account the geographic requirements in **Section 3.1 – Vendor-Managed Civil Fingerprint Capture System**. Fingerprinting sites shall be established in consideration of cultural diversity and the population distribution of rural, suburban and metropolitan areas, and maintain a presence sufficient to meet or exceed all requirements of this RFP. Fingerprinting sites shall also be situated conveniently to public transportation routes when possible and where such exist.

Permanent site closures must not affect an applicant’s ability to obtain service in a timely manner and within the geographic requirements defined in **Section 3.1 – Vendor-Managed Civil Fingerprint Capture System**. If a site becomes temporarily or permanently unavailable for any reason, registered applicants must be notified within twenty-four (24) hours of the closing and offered an alternative appointment scheduled no later than seven (7) calendar days from their original appointment. Registered applicants must be contacted by phone and/or email, depending on available contact information. DCJS must be notified in writing of all closures to include: date of notification, vendor agent authorized to make notification, site name, site location, current site hours/days, hours/days impacted by closure, expected day/time operation will resume, reason for closure, and number of applicants impacted. DCJS shall reserve the right to assess situations involving uncontrollable instances impacting site availability with regard to applicant notification and alternate appointment scheduling.

Fingerprint site hours of operation shall be set at a level which supports the ability for applicants to obtain an appointment within the following 7 calendar days. Site hours of operation should routinely be set to provide services within the timeframe of normal expected business hours Monday through Friday, 9:00 AM to 5:00 PM ET. Site hours of operation may also be set to expand beyond Monday through Friday 9:00 AM to 5:00 PM ET, including earlier opening or later closing hours, as well as Saturday hours, should the vendor desire to provide such additional hours of operation. Changes to the hours of operation shall be based on applicant demand and require approval by the State Contract Manager.

Nothing in the RFP precludes a bidder from entering into any servicing agreements with local sheriffs’ offices or similar entities.

The Contractor shall:

- Adjust hours as necessary to meet the scheduling requirements in RFP **Section 3.1 – Vendor-Managed Civil Fingerprint Capture System**.
- Establish sites with handicap access that are Americans with Disabilities Act (ADA) compliant and comply with all applicable State and local regulations.
- Ensure that all live-scan equipment is properly maintained and receives routine preventative maintenance in order to assure availability of services during normal working hours.

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- Procure and maintain all equipment necessary for a successful operation.
- Unless otherwise approved by the State Contract Manager, provide, at each location, sufficient directional signs for applicants to easily locate the fingerprinting room or area without the need to ask for directions. In locations with multilingual populations, signage must be appropriately multilingual.
- Provide trained and background-checked personnel to take fingerprints.
- Have sufficient site staffing to remain operational in the event of absent personnel (illness, emergency, etc.).
- In areas where fixed locations are not feasible due to low population density, provide alternative solutions. Establish mobile fingerprinting workstations deployed on a fixed route schedule to rural areas, if needed, to address applicant fingerprinting needs.
- Perform a physical evaluation of each fingerprinting site every two years and submit a written report of findings to the State Contract Manager to include, but not limited to, description of the site location, ADA compatibility, list of active fingerprinting operators at the site, evaluation of all software and hardware functionality and confirm that each operator and the overall site is performing in compliance with Contract requirements. The physical evaluation must be completed by Prime Contractor staff.
- Submit to DCJS at the time of initial approval of site locations, a complete set of photos of sites and thereafter upon any change in location notify DCJS and submit a complete set of photos of proposed new site location for DCJS review and approval.

**4.7. In Person Applicant Identification**

The Contractor shall ensure that the applicant presents a proper identification document at the time of fingerprinting at a liveness site location. One form of photo identification (ID) is required from the list of acceptable photograph documents. Each form of Identification listed below as an acceptable form must be valid and not expired.

The vendor system shall capture information indicating the obtained form of identification.

Acceptable photograph documents include:

- Driver's License issued by a State or outlying possession of the U.S.
- Driver's License Permit issued by a State or outlying possession of the U.S.
- ID card issued by a federal, state, or local government agency or by a Territory of the United States
- State ID Card (*or outlying possession of the U.S.*) with a seal or logo from State or State Agency
- Commercial Driver's License issued by a State or outlying possession of the U.S.
- Canadian Driver's License
- Department of Defense Common Access Card
- Employment Authorization Document that contains a photograph

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- Foreign Driver's License (*Mexico and Canada only*)
- Foreign passport
- Military Dependent's Identification Card
- Permanent Resident Card or Alien Registration Receipt Card (*Form I-551*)
- U.S. Coastguard Merchant Mariner Card
- U.S. Military Identification Card
- U.S. Passport
- Enhanced Tribal Identification Card (*for federally recognized U.S. tribes*)
- U.S. Visa issued by the U.S. Department of Consular Affairs for travel to or within, or residence within, the United States
- Uniformed Services Identification Card (*Form DD-1172-2*)

For persons under the age of 18 who are unable to present an acceptable photograph document listed above, he /she shall provide:

- Underage Waiver Form provided by the participating contributor agency and signed by the parent or legal guardian, and:
- U.S. Social Security Card or Birth Certificate

DCJS expressly reserves the right, at any time, to approve additional acceptable applicant identification documents. The site operator shall screen all applicants, asking appropriate questions at the time of fingerprinting, to ensure accurate biographic and licensing information is captured.

An individual shall be denied service based on non-compliance with the established identification criteria. Identification criteria are subject to revision by DCJS.

#### **4.8. Ink and Rolled Cardscan Fingerprint Submissions**

Participating agencies processing applications using ink and roll fingerprint cards will be required to have such applicants register for a cardscan submission using the Contractor scheduling website to key enter the applicant descriptive data and pre-pay for the fingerprint processing fee. The Contractor system will be required to generate a cardscan pre-enrollment application form which notes the applicant's name and a vendor system generated unique identifying number. The generated form and fingerprint card will be mailed by the applicant or contributor agency to the Contractor. The generated cardscan pre-enrollment application form must include the applicant's name, applicant date of birth, and the following affirmation statement required by DCJS to be signed by the applicant or their guardian if such applicant is a minor under eighteen years of age:

"I hereby affirm that the information contained in the pre-enrollment and completed fingerprint card are true and do not contain any false statements or omissions of any material information or facts."

DCJS may at any time modify the affirmation statement by providing written notice to the Contractor.

#### **4.9. Vendor-Managed Fee Structure**

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Vendor-managed systems for capturing civil fingerprints have become commonplace across the country. In addition to New York, there are numerous states that have adopted this approach including New Jersey, California, Illinois, Tennessee, Michigan, Pennsylvania, Florida, Wisconsin, Texas and Kansas, among others.

Funding of this approach – termed a “vendor owned and managed” system – relies on a fee charged to the applicant, potential applicant employer or contributing agency to offset the vendor’s costs, including software, equipment, and staffing. (This fee would be in addition to the current DCJS and FBI processing fees for electronic submission.) The amount of the fee to be charged by the vendor will be determined as part of the procurement process. DCJS expects the vendor to provide a sliding scale for fees based on statewide annual fingerprint volume of multiple participating agencies.

Offerers must take notice that participation in this procurement requires that the vendor install, operate and maintain at its expense and at no cost to the State of New York (except for specific participating agency data collection customizations discussed in **RFP Section 3.16 – Customizations**) and consistent with the requirements of this RFP and any Contract which will be negotiated as a result of this procurement, sufficient fingerprint systems installations and any proposed mobile solutions to meet the requirements of this RFP with respect to driving distance, travel time and level of service provided herein. Offerers must take notice that data including numbers of prints processed is provided herein to enable the Offerer to determine how to satisfy the requirements of this RFP but in no event is this data a guarantee of either quantity or agency participation with respect to civil fingerprint collection activities in the future.

Offerers are also required to convert acceptable “ink and roll” fingerprint cards into an electronic medium and process them through the system, as described in **RFP Section 3.18 – Manual Fingerprint Conversion**.

#### **4.9.1 Chargeback and Refund Policies**

The Contractor shall provide DCJS with its documented chargeback and refund policies for New York State review and approval.

#### **4.9.2 Plan for Management of Contested Credit Card Charges**

The Contractor shall provide DCJS with its plan for management of contested credit card charges including time to resolve and appeal process which plan must be acceptable to the State of New York.

#### **4.10. Fee Collection**

Unless Contractor has entered into an alternate agreement with a participating agency or potential employer, all fees shall be collected from the applicant at the time of fingerprinting. Fees will be collected from the applicant, the participating agency or the potential applicant employer and the Contractor’s proposal shall include a menu of options to accommodate fee collection methods.

The Contractor shall accept all reasonable forms of payment, including, but not limited to:

- 1) Major Credit Cards such as MasterCard, Visa, Discover and American Express;
- 2) Debit cards;

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- 3) Money orders;
- 4) Certified or bank checks;
- 5) Business checks;
- 6) Escrow Accounts;
- 7) Automated Clearing House (ACH) debits; and
- 8) Domestic Wire Transfer.

Note, for safety reasons we are not requiring the vendor to accept cash payments.

The Contractor shall give the applicant two (2) copies of a receipt indicating the applicant's name, fingerprint site, date and time, Unique Identifier, fee and source of payment, participating agency, and reason for fingerprinting.

As part of the post-award process, the Contractor shall provide DCJS with its documented chargeback and refund policies for New York State review and approval.

The Contractor shall collect the established per applicant fees for providing the electronic live-scan fingerprinting service as follows:

- a) The Contractor shall collect the appropriate DCJS and, if applicable, FBI fee. Fees are subject to change during the course of the Contract.
- b) The Contractor shall collect an additional fee from each applicant for its services in accordance with the proposed fee schedule. The State shall be under no obligation to pay the Contractor its portion of any fee which is not collected by the Contractor or reimburse the Contractor in the event that a fee is charged back. Costs associated with any Credit or Debit Card processing gateway or service are to be paid by the Contractor and in no event shall such costs become the obligation of the State.
- c) The Federal fee for a Federal resubmission shall be collected by the Contractor if the applicant is making an appointment that is more than 365 days after the original FBI rejection date. In cases where the FBI has rejected two fingerprint submissions, the Federal Fee shall be collected for a third Federal fingerprint submission.

Any fees incurred by the Contractor in connection with bad checks, invalid credit cards, etc., are the sole responsibility of the Contractor, who shall, as part of the post-award activities, submit its plan, which must be acceptable to the State of New York, for management of contested charges including time to resolve and appeal process.

The Contractor shall enter into an Escrow Agreement, shown at **Exhibit L – Escrow Agreement**. Contractor payment of DCJS and FBI fees shall be as follows: Contractor shall make an initial deposit of \$1,216,000 into the escrow account; DCJS shall debit the account for the appropriate DCJS and FBI fingerprint fees associated with fingerprint submissions. Contractor shall maintain a minimum balance in this account, as required by the Escrow Agreement, at all times during the Contract.

DCJS will provide a report of transaction fees charged by DCJS for Contractor use for financial reconciliation purposes.

#### **4.11. Agency and Provider-Paid Fees**

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Certain applicants will have their fees paid by an agency or potential employer (service provider).

In cases where the fees are paid directly by the participating agency or the potential employer, the Contractor shall accept all reasonable forms of payment as described in **Section 3.10 – Fee Collection**.

DCJS will not assist nor participate in creating or managing billing and account relationships. It is recommended that the bidder establish a business relationship with one or several ACH or manual payment processors and include the associated overhead in its cost proposal.

The State must approve any subcontractor proposed by the Offerer to provide the processing of fees or management of escrow accounts. If the Prime Contractor subsequently replaces the processing subcontractor, DCJS must approve the replacement processor.

#### **4.12. Contractor Fee Schedule**

As part of their bid submission, the Contractor shall propose a fee schedule for their services **Exhibit G - Financial Response Form**. DCJS expects the vendor to provide a sliding scale for fees based on statewide annual volume of multiple participating agencies, although no specific level of participation is guaranteed. Initial fees shall be established consistent with the 2024 volume of participating agencies, histories of which are listed in RFP **Section 1.2 - Background**. Fees shall be adjusted twice per year, on January 1<sup>st</sup> and July 1<sup>st</sup>, beginning on January 1, 2027. Adjusted fees shall be based on an annual volume calculation, using actual volume data from the prior six-month period. The process is:

- Contractor collects fingerprinting metrics for the period June through November.
- Contractor announces historic metrics and new fees on December 1st.
- New fees go into effect January 1st.
- Contractor collects fingerprinting metrics for the period December through May.
- Contractor announces historic metrics and new fees on June 1st.
- New fees go into effect July 1st.

#### **4.13. Live Scan Requirements**

Live scan devices shall be FBI compliant pursuant to EBTS 10.0.4 Fingerprint images must be compressed using the FBI certified WSQ compression algorithm at the FBI required maximum average compression ratio of 15:1. Live scan devices must be fully compliant with FBI WSQ Gray-Scale Fingerprint Image Compression Specifications IAFIS-IC-0010v3. Electronic fingerprint images shall be captured and transmitted to DCJS at 500 PPI and in accordance with the standard for the electronic interchange of fingerprint information, ANSI/NIST-ITL 1-2011. Live scan devices must contain quality assurance software which will provide a user selectable threshold for image quality control and error checking to ensure capturing of quality images in correct sequence. The live scan must support transmission protocol specified in the New York State Criminal Justice Electronic Biometric Transmission Standard (NYSCJEBTS) (found at [EBTS-V4.0.pdf](#))

Digital images must comply with current FBI-EBTS image quality specifications. Data captured at the live scan site will be used to electronically update the New York's Computerized Criminal History (CCH) System. This data requires standardization; therefore,

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each live scan machine shall utilize edit tables to ensure standardization. The transaction fingerprint quality rejection rate cannot exceed 2 percent.

**4.14. Penalty for Failure to Meet Transaction Fingerprint Quality**

DCJS may at its option at any time when it becomes aware of or in its sole discretion has cause to question whether the fingerprint quality rejection rate exceeds 2 percent at any system provided by the Prime Contractor hereunder conduct any test or monitoring activity which DCJS determines in its sole discretion is necessary to ascertain performance with respect to this requirement. In the event that any report, scheduled testing or unscheduled testing indicates that the system or any part thereof provided or managed by the Prime Contractor is not in compliance with the fingerprint quality rejection rate requirement, DCJS shall notify the Prime Contractor and the Prime Contractor shall immediately initiate action to:

1. Correct the situation so that the rejection rate is brought into compliance;
2. Ascertain and identify transactions which have or may have been impacted by the failure of the system to meet the rejection rate requirement;
3. Immediately, in consultation with DCJS, develop and implement action necessary to correct the problem and to correct or reprocess all transactions which were impacted; and,
4. Verify the integrity of all data and transactions which were processed by the system during the period that DCJS determines, in consultation with the Prime Contractor, could have been impacted by the circumstances which gave rise to or appear to have caused the failure to comply with the rejection rate requirements of this RFP and any resulting Contract.

In the event that Prime Contractor fails to correct an occurrence of excessive rejection rate, notwithstanding whether DCJS made notification or Prime Contractor discovered such an occurrence as a result of its own monitoring within thirty days of receipt of notification by DCJS or its own discovery, the following penalties shall be applicable:

For the first instance a penalty in the amount of \$1,000 shall be paid by the Prime Contractor to DCJS.

For the second instance a penalty in the amount of \$5,000 shall be paid by the Prime Contractor to DCJS.

For subsequent instances a penalty in the amount of \$10,000 shall be paid by the Prime Contractor to DCJS.

DCJS at its sole option may recover any applicable penalty through set off of any amount then due and owing to Prime Contractor by the State of New York for any purpose, by acceptance of payment from the Prime Contractor or by initiating a draft on the Standby Letter of Credit which the Prime Contractor shall maintain under this RFP. Amounts due hereunder shall be in addition to any other amount due DCJS.

**4.15. Collection of Identifying and Biographic Information**

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Identifying Information

As part of the applicant identification process outlined in **Section 3.7 – In Person Applicant Identification**, the Contractor shall capture and maintain as part of its records identifying data specific to the identification document provided as follows:

- Document title;
- Issuing authority;
- Document number, if any; and
- Expiration date, if any.

The Contractor shall utilize identification document authentication software for authentication of the identification document presented by the applicant at the time of the fingerprinting appointment. In addition, the vendor shall retain, for a period of 90 days as outlined in **Section 3.17.1 – Retention of Data**, an image of the identification document that was authenticated by the use of such software. Under no circumstances shall vendor photocopy any identification documents.

Biographic Information

Applicant biographic information may be obtained in either of two ways: from the agency (if the agency has and can make such data available) or directly from the applicant.

Information returned by a query to an agency should be verified by the vendor at the time of applicant processing. If biographic data cannot be verified, an applicant may, depending on agency preferences, be denied fingerprint service and referred back to the participating agency or processed and the new biographic data returned to the agency. This will be determined with each individual agency following Contract award.

Specific requirements for biographic data capture will be determined by each agency after Contract award. For the purposes of this RFP, bidders should plan to capture, store, transmit during intake and response processes and report to DCJS and participating agencies up to 50 data fields using a standard data entry screen or screens. The bidder's system should be constructed to minimize data entry errors through edits and cross checks of fields like State and Zip Code, for example. The bidder's system must also support dropdown selection lists for data like reason for fingerprinting, employer ID or agency identifier, for example.

Examples of biographic data required from this process may include:

- Applicant identification number;
- Name and address;
- Telephone;
- Date of birth;
- Gender and race;
- Height and weight;
- Hair and eye color;
- Referring Party;
- SSN; or
- Reason for fingerprinting.

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If an applicant is applying for more than one reason to one or more agencies, DCJS requires multiple submissions by the Contractor to DCJS, and appropriate fees for each submission. The Contractor is responsible for properly interfacing with all participating agencies.

#### **4.16. Customizations**

Agencies may require customization of the standard data entry interface or other aspects of this project to suit their particular requirements. The proposed rate for Computer Programmer Analyst services proposed on **Exhibit G** will be applied to requests for agency customizations.

#### **4.17. Collection/Transmission of Data to DCJS**

All state and federal fingerprint and data transmissions must conform to the current and future specifications defined in the New York State Criminal Justice Electronic Biometric Transmission Standard (NYSCJEBTS) found at:

[EBTS-V4.0.pdf](#)

and the FBI CJISD/EBTS ANSI/ NIST-ITL 1-2011 (Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information) found at:

[Biometrics | NIST](#)

The Contractor shall provide fingerprint images that meet the current and future State and Federal standards. The Federal standards can be located on the FBI website at:

[Electronic Biometrics Transmission Specification \(EBTS\) Version 11.2 Update — BioSpecs](#)

Fingerprints, photographs and biographic data must be simultaneously transmitted to DCJS for processing.

The Contractor shall transmit electronic fingerprint images and associated data in real-time, except with regard to mobile operations. Fingerprint transactions captured on a mobile device shall be transmitted no later than the close of business the next business day.

The State requires that the electronic transmission, including all fingerprint images and associated data captured that day, be submitted from a single centralized point to DCJS.

##### **4.17.1 Retention of Data**

The vendor shall retain the applicant fingerprints, digital photograph and biographic information, and data on the identity verification documents, for ninety (90) days following the completion of these criteria:

- Receipt of an acknowledgement message from DCJS that the transaction has completed identification processing at DCJS;
- Receipt of an acknowledgement message from DCJS that the transaction has completed identification processing at the FBI if applicable; and

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- Completion messages have been transmitted to the appropriate agency or agencies.

During this 90-day period, collected data must be made available to DCJS and partner agencies for reporting and auditing purposes as described in **Section 3.21 – Reporting Requirements**. Rejected or uncompleted transactions should never be routinely deleted, but need to be available for possible modification and resubmission.

#### **4.18. Manual Fingerprint Conversion**

Participating agencies processing applications using manual “ink and roll” fingerprint cards will forward these fingerprint cards to the Contractor.

The Contractor shall convert acceptable “ink and roll” fingerprint cards into an electronic medium whereby they may be transmitted electronically. This conversion and electronic transmission to DCJS must occur within four (4) business days of receipt by the Contractor. DCJS expects a minimal overall volume of cards that require this process. All report requirements that apply to live scan transactions will also apply to card scan transactions.

The Contractor shall have the ability to process hard copy fingerprint cards. This requires the use of FBI-certified equipment that allows for the manual capture of fingerprint images and appropriate data with no degradation of the fingerprint images. This capture shall conform to the IAFIS specifications provided in Appendix F of the CJIS Electronic Biometric Transmission Specification which can be found at:

[Electronic Biometrics Transmission Specification \(EBTS\) Version 11.2 Update — BioSpecs](#)

Hard copy fingerprint transactions must be formatted pursuant to the New York State Criminal Justice Biometric Transmission Standard (NYSCJEBTS) which can be found at:

[EBTS-V4.0.pdf](#)

#### **4.19. Work in Process at Contract End**

The Contractor shall complete all work in process at Contract end under the same policies and procedures that were in force during the Contract term, including but not limited to applicant processing, data transmission and archiving, payment processing and escrow maintenance. The Contractor shall delete all images and data per the requirements in RFP **Section 3.17.1 – Retention of Data**

#### **4.20. Resubmission Processing**

The Contractor shall store existing fingerprint images and biographic data with the ability to retrieve and transmit per the requirements in RFP **Section 3.17.1 – Retention of Data**. The Contractor shall not archive and must correct all fingerprint image and biographic data not meeting DCJS and FBI certification and transmission standards.

In situations where a fingerprint transaction is rejected for failure to meet data or fingerprint quality standards for processing and the resultant transmission is rejected at the State and/or Federal level, the Contractor shall contact and schedule a new fingerprinting session with the applicant at no additional cost. Resubmission must conform to DCJS and Federal Bureau of

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Investigation Electronic Biometric Transmission Standards. Following two (2) failed submissions to the FBI, the Contractor will be charged a new fee, as described in RFP **Section 3.10 – Fee Collection**.

The Contractor shall delete all images and data from the archive per the requirements in RFP **Section 3.17.1 – Retention of Data**.

Failure to transmit resubmission transactions in accordance with specified standards will be viewed as a new submission and the Contractor shall be responsible for all costs incurred.

#### **4.21. Reporting Requirements**

The Contractor shall provide a database and reporting system that permits DCJS, State agencies, and other DCJS authorized entities access to data and reports for record keeping and reconciliation purposes.

A database from which the reports described herein can be obtained shall be developed and maintained by the Contractor and must be available 24 hours per day, seven (7) days per week, except for periodic scheduled maintenance outside normal business hours specified in RFP **Section 3.6 – Fingerprinting Sites**. The database must be password protected per DCJS, FBI, EISO and ITS policies then in effect. The policies of these agencies are available on their respective agency websites. Data must be available to only those agencies designated by DCJS and restricted so that agencies can only see their own applicants. Reports shall be provided to the authorized entities at no additional cost.

- Unique index fields shall preserve data integrity.
- Updates to the database must occur in real-time wherever possible.
- Changes to the database must maintain an audit trail with source, time, type and date of change.

Applicant data must be maintained per the requirements in RFP **Section 3.17.1 – Retention of Data**. A description of applicant data requirements can be found in RFP **Section 3.15 – Collection of Identifying Demographic Information**.

Daily operational data including but not limited to, applicant transactions per site, data transmission statistics, and financial transactions and balances must be maintained for the life of the Contract and ninety (90) days following Contract end.

Reports shall contain information on applicants who have been scheduled for or have completed fingerprinting. Information on the reports shall include the appointment date, applicant data submitted at time of appointment, and reason for fingerprint. Once fingerprinted, applicant information should also include location, name of operator taking the print, applicant name and address and contact information, and identifying document information.

The Contractor shall provide electronic distribution mechanisms for the reports, including secure FTP and a secure web-server.

#### **4.22.1 Other Reports**

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The Contractor may be required to provide additional data and reports in an electronic format, consistent with DCJS defined security policy, and based upon the needs of the different Participating Agencies and DCJS. The frequency of any additional reports (daily, weekly, etc.) will be determined by DCJS and Participating Agencies. In addition, the Contractor shall make the database available to pre-authorized users for “ad hoc” reporting at no additional cost.

**4.22.2 Production Reports**

If requested by any Participating Agency, the Contractor shall meet with that Participating Agency on a regular frequency to tailor production reports based on the Participating Agency’s needs and requirements. Production reports shall be distributed to Participating Agencies on a daily, weekly, or monthly basis depending on the Participating Agency’s needs and requirements. Information on these reports shall include:

- Names and biographic information for persons scheduled to be fingerprinted on a given date for a particular agency;
- Names and biographic information for persons fingerprinted on a given date for a particular agency; and
- Other data as may be determined by DCJS, the Contractor and/or the Participating Agency.

**4.22.3 Rejection Reports**

- The Contractor shall prepare and submit Submission Rejection Reports to DCJS on a monthly basis, by the 10<sup>th</sup> business day of each month. Submission Rejection Reports shall minimally include the following data:
  - Number of rejected submissions this month;
  - Total number of submissions this month; and
  - Monthly Rejection Rate.
- DCJS reserves the right to modify the data elements and frequency of this report.

**4.22.4 Daily Activity Report for DCJS**

The Contractor shall provide DCJS with a daily activity report of fingerprints received at the Contractor’s centralized point of storage. The vendor shall provide a plan as to how this will be accomplished. The report must contain the following data:

- TCN;
- TCR;
- Applicant Name;
- Applicant Address;
- Agency ORI Number;
- Agency Name;
- Agency ID Number, and
- Date forwarded to DCJS Store-and-Forward.

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Data types and field lengths will be determined after Contract award.

The report must be updated and available daily by 8:00 AM ET to reflect the previous day's activity.

This report must document all applicant fingerprint transactions at all sites for every fingerprinting business day. The report shall be provided to DCJS at no additional cost.

#### **4.22. Daily Transmission Reconciliation**

The Contractor is responsible for performing a daily reconciliation of fingerprinting appointments scheduled for the prior business day to ensure successful transmission of fingerprints from the Contractor to DCJS. Contractor will provide a report to DCJS every weekday of transactions that were printed more than (4) four business days prior and have not yet cleared the contractor's payment processing clearance step, or are in a Waiting for DCJS Response status, or waiting for FBI Response status to allow for manual review and escalation, as necessary or appropriate.

The Contractor shall correct and retransmit all unsuccessful/unaccounted applicant fingerprints within five (5) business days post reconciliation. A transmission will not be considered successful until it is received and accepted by DCJS.

#### **4.23. Agency Interfaces**

As part of this RFP, the bidder should include the design, testing and implementation of interfaces to participating agencies. Interfaces should be capable of supporting batch or message-based transmission of data including but not limited to:

- Identification number retrieval;
- Identification number submission and biographic data retrieval;
- Successful receipt at DCJS;
- Applicant data transfer to the agency; and
- Transaction completion status (successfully processed by DCJS/FBI).

#### **4.24. Security and Control**

The contractor shall ensure that all fingerprint images, photographic images, and biographic data of fingerprinted applicants are processed and housed at the contractor's centralized point of storage. The contractor is responsible for the security of all data collected, stored, and transmitted.

The contractor shall ensure that all fingerprint images, photo images, and biographic data of applicants that are received at the contractor's centralized point of storage are transmitted and received through the contractor's store-and-forward server unit. The store-and-forward server unit is a device that receives and stores incoming submissions and retransmits those submissions to the proper destination.

New York State law protects the privacy of criminal history records and other confidential information. The Prime Contractor shall take all steps required by the State to protect confidential

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information. This may include, but not be limited to, execution of a non-disclosure agreement with the contractor and/or each staff assigned to the project, fingerprint checks of Prime Contractor, subcontractor, vendor, consultant, employee and service provider personnel with access to such information and a requirement that the Prime Contractor must replace any personnel at the discretion of the State whether personnel are employees or agents of Prime Contractor or of its subcontractors. Prime Contractor must provide for this requirement in any subcontracts it executes.

Contractor and subcontractor personnel not meeting background check standards must not be permitted access to confidential data. DCJS will not disqualify any person solely due to a criminal conviction. In the event that DCJS disqualifies an individual with access or control over livescan equipment or confidential information, such person will be barred from subcontracting with contractor, accessing livescan equipment or confidential information or from managing, controlling or influencing any employee, manager or agent of the Contractor or a subcontractor. In the event that DCJS learns or ascertains that a barred person is acting in such a manner, a "security breach" penalty will be imposed as prescribed in **Sections 3.24.1 and 3.24.2** of this RFP.

DCJS may conduct periodic contractor site inspections for site integrity and contract adherence purposes.

No DCJS, applicant or agency data in part or whole may be transmitted by any means, including paper copies, electronic transmissions or data storage media, outside the United States for any purpose whatsoever, including but not limited to system development and testing activities, reporting, data entry, data analysis or product demonstration.

Contractor shall demonstrate to the satisfaction of DCJS that security procedures, both physical and data, are in compliance with DCJS, FBI, CSCIC and ITS policies then in effect.

**4.24.1 Penalties for Failure to Comply with Security and Control and Accuracy Requirements**

In addition to the requirements of this RFP applicable to time and system availability, DCJS may at its option at any time when it becomes aware of or in its sole discretion has cause to question whether any system provided by the Prime Contractor hereunder is performing in a manner inconsistent with the security, control and accuracy requirements of this RFP and of DCJS or of the FBI, conduct any test or monitoring activity which DCJS determines in its sole discretion is necessary to ascertain performance with respect to security, control and accuracy. In the event that any scheduled or unscheduled testing indicates that the system or any part thereof provided or managed by the Prime Contractor is not in compliance with the security, control and requirements, DCJS shall advise the Prime Contractor and the Prime Contractor shall immediately initiate action to:

- 1) Correct the situation;

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- 2) Ascertain and identify transactions which have or may have been impacted by the failure of the system to meet the accuracy requirements;
- 3) Immediately, in consultation with DCJS, develop and implement action necessary to correct the problem and to correct or reprocess all transactions which were impacted; and
- 4) Verify the integrity of all data and transactions which were processed by the system during the period in which DCJS determines in consultation with the Prime Contractor could have been impacted by the circumstances which gave rise to or appear to have caused the failure to comply with the accuracy requirements of this RFP and any resulting Contract.

**4.24.2 Penalty for Non-compliance with Security, Accuracy and Control Requirements:**

Because the Vendor-Managed Civil Fingerprint Capture System serves the public safety requirements of DCJS and statutory requirements of participating agencies, its failure or degradation will result in damages that are impossible to calculate. Damages include but are not limited to loss of life of law enforcement and civilian personnel, failure to identify sex offenders, inmates and persons of interest to law enforcement, and violation of civil rights of individuals. Any incident of failure of Security, Accuracy or Control may result in failure to identify and prevent undesirable applicants from entering positions which the State or Federal Government have identified as requiring background investigation and fingerprinting. Offerer affirms its understanding and agreement that it is proposing a system and solution including maintenance and procedures to ensure that the accuracy requirements of this RFP and Contract are met, and Offerer understands that System Security, Control and Accuracy is a critical component of the State's continuing public safety requirements for the Vendor Managed Civil Fingerprint Capture System. DCJS and the Offerer agree that damages are difficult to ascertain in the event that there is any failure to accomplish the Public Safety requirements, and for this reason the Parties are willing to stipulate to a pecuniary amount to be established as damages. If Offerer as Prime Contractor fails to meet the accuracy and control requirements set forth herein whether such failure is discovered by the Prime Contractor or by DCJS from whatever source, that the Prime Contractor has an affirmative requirement to immediately disclose such failure to DCJS and initiate corrective action to resolve security breaches or repair the cause and rehabilitate the accuracy and control of transactions which were impacted as defined above. For each disclosure or discovery of a uniquely-identified problem concerning accuracy or control, the Prime Contractor shall pay to DCJS or DCJS may, at its sole option, recover by initiating a draft on the Standby Letter of Credit shall maintained under the terms of this RFP or by setoff against any amount then due and owing from the State to Prime Contractor, the amount of one thousand dollars (\$1,000) for each occurrence without limitation as to amount. In the event of a security breach, this penalty increases to ten thousand dollars (\$10,000) per occurrence. In the event that an identical accuracy or control problem occurs subsequent to the rectification of the first problem, the amount to be paid hereunder shall increase to five thousand dollars (\$5,000) per occurrence without limitation as to amount plus one thousand dollars (\$1,000) for each business hour or part of hour until resolution as required herein. Repetition of a security breach will incur a penalty of fifty-thousand dollars (\$50,000) without limitation as to amount plus one thousand dollars (\$1,000) for each hour or part of business

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hour until resolution as required herein. Amounts due to DCJS hereunder shall be in addition to any other amount due DCJS.

For the purposes of this section, the term Accuracy is defined as the ability to maintain absolute correlation between fingerprint data, biographic data and photographic data. The term Control is defined as the ability to maintain operational control over the acceptance, transmission and reporting of transactions and data.

**4.25. Business Continuity**

The Contractor shall provide a mechanism and proof of capability of restoring full service within twenty-four (24) hours following disablement of the primary processing site. Full service means connectivity to and processing for all Livescan satellite sites, and batch and real-time interfaces to DCJS and Participating Agencies. Contractor shall be responsible, at their own cost, for the recreation or recovery of any transactions lost due to the disablement of the primary processing site. Additionally, the Contractor must maintain real-time offsite replication of all data stored at the Contractor's normal central point of storage either on or off site. Security procedures for data storage and replication must be consistent with the policies of DCJS, FBI, EISO, and ITS then in effect and may be modified by the state from time to time. DCJS, at its sole option, may assess a penalty in the amount of \$2,000 in the event that business continuity is not restored within 24 hours consistent with the provisions of this RFP.

**4.26. Additional Requirements**

The Contractor shall provide Participating Agencies with the necessary specifications and technical support to allow the agencies to electronically import data from the Contractor. This will provide both the Contractor and Participating Agencies with the ability to exchange data and eliminate redundant data entry, as well as reduce data entry errors. The Contractor shall establish service level agreements with DCJS and with each participating agency, at the agency's discretion.

Any changes to software and/or procedures must be completed and made operational within twenty (20) business days or less from the date requested by DCJS, unless the time period is extended by, or agreed to, by DCJS.

**5.0 BIDDER ELIGIBILITY AND QUALIFICATIONS**

Bidders shall meet all of the requirements of this section of the RFP in order to be deemed eligible to respond to this RFP.

**5.1. Authorized to Do Business in New York State**

- a. The Bidder shall represent and warrant that it is duly organized, validly existing, and authorized to do business in the State of New York.
- b. The Bidder shall represent and warrant that, as of the date of submission of its Proposal, the Bidder has completed, obtained, or performed all registrations, filings,

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approvals, authorizations, consents, and examinations required by any governmental authority for the provision of the Services and that Bidder will, in order to perform said Services during the term of the Contract, if any, comply with any requirements imposed upon it by law during said Contract term. (For details concerning this requirement, refer to: [http://www.dos.state.ny.us/cnsl/do\\_bus.html](http://www.dos.state.ny.us/cnsl/do_bus.html)). To register with the Secretary of State, contact:

<http://www.dos.ny.gov/corps/index.html>

Bidder/Contractor shall notify DCJS immediately in the event that there is any change in the above corporate status.

**Response Requirement:**

Bidder must complete and submit **Exhibit I: Firm Information Form and Attestation**, attesting the bidder is authorized to do business in New York State.

**5.2. Sufficiency, Capacity, and Experience**

- a. The Bidder shall represent and warrant that it possesses adequate staffing resources for successful completion of this contract, and
- b. The Bidder shall represent and warrant that it possesses at least three (3) years of experience in the Service being proposed including operating a statewide system, placed into commerce, with multiple points of presence, and including operation of a call center and integrated web-based scheduling tool offering comprehensive management of applicant appointments, and
- c. Provide evidence that it has maintained an organization capable of performing the work described, in continuous operation for at least the past three (3) years. ***Qualifying experience shall be in a production customer environment (no laboratory or inter-organization service.)***

**Response Requirement:**

Bidder must complete and submit **Exhibit E: Qualifying Attestation and Client Reference Form**, providing information for two (2) references to verify the Bidder's sufficiency, capacity and experience as described above.

The information provided will be verified by the Department. **The Bidder is solely responsible for providing contact information of client references that are readily available to be contacted by the Department and will respond to questions.** If the Department does not receive a response from a reference it seeks to verify, the Department will provide the Bidder one opportunity, with a deadline, to assist DCJS in obtaining cooperation from the reference that has not responded.

The Bidder may submit the information of a third reference that meets the **Qualifying Requirement 4.2** as an alternative reference in the event that the primary references fail to respond to DCJS outreach.

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**NOTE:** The references provided in response to this requirement will be sent a questionnaire to confirm your experience. This RFP requires that these references will be asked additional questions which will be pointed and scored. Please see **Section 6.1 – Client Reference** for additional information on the scored portion of the Client References.

**5.3. Scope of Services Attestation**

The Bidder shall represent and warrant that it understands, and agrees to comply with, each subsection within **Section 3.0 Scope of Services**

**Response Requirement:**

Bidder must complete and submit **Exhibit D: Scope of Services Attestation**, attesting the bidder understands, and agrees to comply with, each subsection listed within **Section 3.0 – Scope of Services**.

**6.0 BIDDER PROPOSAL SUBMISSION**

The Bidder must provide a response that clearly and precisely provides all of the information required by DCJS on which to base the evaluation.

Proposals that do not comply with these instructions, or do not meet the full intent of all of the requirements of this RFP may be subject to scoring reductions during the evaluation process or may be deemed as non-responsive.

**6.1. Organization of Proposal**

To facilitate the evaluation process, the Bidder must organize its proposal into three distinct volumes as follows:

- Volume One – Technical Proposal
- Volume Two – Administrative Requirements
- Volume Three – Financial Proposal

**a. Volume One – Technical Proposal Format**

Volume One should contain a table of contents with page numbers and each section should be tabbed as follows and include the below referenced documents properly completed, signed and notarized, where appropriate:

<b>Volume 1 – Technical Proposal</b>
Exhibit B: Standby Letter of Credit (SLOC) Form
Exhibit D: Scope of Services Attestation Form
Exhibit E: Qualifying Attestation and Client Reference Form
Exhibit F: Technical Proposal Form
Exhibit J: Proposed Subcontractors
Exhibit K: Key Subcontractor Certification
Exhibit L: Escrow Agreement

**b. Volume Two –**

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**Administrative Requirements Format**

Volume Two should contain a table of contents with page numbers and each section should be tabbed as follows and include the below referenced documents properly completed, signed and notarized, where appropriate:

<b>Volume 2 – Administrative Requirements</b>
Exhibit 1: Complete Proposal Requirement Checklist
Exhibit C: Formal Offer Letter
Exhibit I: Firm Information Form and Attestation
Offerer’s Proposed Extraneous terms, if applicable
Notification of Exemption from Disclosure under FOIL, if applicable
Appendix C: Encouraging Use of New York State Businesses in Contract Performance
Appendix D: Non-Collusive Bidding Certification
Appendix F: Attachment 1 - Offerer’s Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)
Appendix F: Attachment 2 - Offerer Disclosure of Prior Non-Responsibility Determinations
Appendix F: Form 4- Offerer’s Certification of Compliance With State Finance Law §139-k(5)
Appendix M: EO 177 Certification
Appendix P: Sexual Harassment Prevention Certification
Appendix Q: EO 16 Certification Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia
Appendix R: Workplace and Gender-Based Violence Prevention Certification

**c. Volume Three - Financial Proposal Format**

Volume Three should contain a table of contents with page numbers and each section should be tabbed as follows and include the below referenced documents properly completed, signed and notarized, where appropriate:

<b>Volume 3 – Financial Proposal</b>
Exhibit G - Financial Response Form

**6.2. Submission of Proposals**

The Bidder must submit one (1) bound paper proposal which must contain original (wet/ink) notarized signatures and be marked as “ORIGINAL” of Volume One (1), Volume Two (2), and Volume Three (3). All volumes must be bound separately and clearly identified. The Bidder must also submit three (3) complete copies of the entire proposal prepared and organized in the same manner. Finally, one (1) separate electronic copy of Volume One (1), one (1) electronic copy of Volume Two (2), and one (1) electronic copy of Volume Three (3) shall be submitted on individual USB Drives. These USB Drives must be clearly labeled to indicate whether they contain Volume One, Volume Two, Volume Three. In the event of a discrepancy, the “ORIGINAL” hard copy shall govern.

Each page of each Submission shall be dated and numbered consecutively within its major section.

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Proposals must be received no later than the due date and time listed in the Procurement Timeline. All bids are to be packaged, sealed and submitted to the following:

**Procurement Office  
Office of Budget and Finance  
New York State Division of Criminal Justice Services  
Alfred E. Smith Office Building, 10<sup>th</sup> Floor  
80 South Swan St,  
Albany, NY 12210-8001**

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

BID ENCLOSED

**Vendor-Managed Civil Fingerprint Capture System  
NYSDCJS RFP# DCJS 2025-02**

Bid Submission

Do not open until after 4:00 P.M. on 7/3/2025

Label: "Administrative Requirements, Financial Proposal", and "Technical Proposal" (as applicable)

In the event that a package is not labeled properly as described in this section, DCJS reserves the right to inspect the contents of the package(s) to determine the contents. The Bidder shall have no claim against DCJS arising from such inspection and such inspection shall not affect the validity of the procurement. Notwithstanding, DCJS's right to inspect the contents of the package(s), the Bidder assumes all risk of late delivery associated with the bid not being identified, packaged or labeled in accordance with the foregoing requirements.

**Faxed or electronically transmitted proposals will not be accepted. Proposals received by the State after the proposal due date and time will be rejected.**

## **7.0 TECHNICAL PROPOSAL**

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the Bidder to perform the services contained in this RFP. The Bidder should provide all information requested and must be as specific as possible to ensure DCJS can score the Bidder's response appropriately.

### **7.1. Client Reference (Exhibit E)**

- a) The bidder shall respond fully to the questions in each section of Exhibit E, including:
  - 1) Bidder Eligibility and Qualifications; and
  - 2) Sufficiency, Capacity and Experience.
- b) The bidder shall complete the Required Experience table to provide evidence that bidder maintains an organization capable of performing the work described, in continuous operation for at least the past three (3) years.

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- c) The bidder shall complete the Supplemental Information section to provide contact information for references able to confirm data in the Required Experience table.

**Response Requirement:**

Bidder must complete and submit **Exhibit E :Qualifying Attestation and Client Reference Form**, providing all information requested therein for this requirement.

**NOTE:** The Clients provided in response to this section **must** be the same clients provided in response to **Section 4.2 – Sufficiency, Capacity, and Experience**.

**7.2. Technical Proposal: Executive Summary (Exhibit F)**

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. The Bidder must include an Executive Summary in response to this requirement which should include the following:

- a) Summarize approach and plans for accomplishing the work outlined in Section 3. This should include a high level discussion of the major points distinguishing bidder's proposal, and should:
- Convince the state that the bidder understands the objectives that the Contract is intended to meet;
  - Convince the state that the bidder understands the nature of the required work;
  - Convince the state that the bidder understands the level of effort necessary to successfully complete the Contract; and,
  - Convince the state that the bidder's general approach and plans to undertake and complete the Contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the Contract.

The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful Contract completion.

- b) The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP. DCJS plans to contact each of these contact names as a reference. Bidders are encouraged to provide up to 2 alternate contact names, in the event primary contacts cannot be reached to provide a reference.

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- c) The bidder should include descriptive information for prior projects, including but not limited to Contract value, number and types of sites, applicant volume, error and resubmission rates, issues encountered and resolved, etc.

**7.3. Technical Proposal: Technology Proposal (Exhibit F)**

Proposals must have ability to transmit fingerprint and non-fingerprint data in the format required by DCJS. The Bidder must include a Technology Proposal in response to this requirement which should include the following:

- a) What live-scan equipment do you propose?
- b) Describe typical problems and mean time between failures for this equipment.
- c) Present a plan for maintaining this equipment. Include personnel qualifications, training and locations, maximum potential outage length in hours, notification and escalation procedures, standard maintenance schedules, and spare equipment depots.
- d) Describe proposal for meeting business continuity requirements as defined in RFP **Section 3.25 – Business Continuity**.
- e) DCJS expects that future requirements will expand beyond fingerprints to include palm prints and other methods of biometric identification. Describe proposal to address these future requirements.

**7.4. Technical Proposal: Applicant Service Plan (Exhibit F)**

Proposals must have ability to meet applicant service needs. The Bidder must include an Applicant Service Plan in response to this requirement which should include the following:

- a) Describe your plans to address the applicant service level requirements of this RFP. Include your approach to establishing fixed/mobile sites for applicant fingerprinting services.
- b) Describe your approach to address the geographically and culturally diverse clientele aspect of this project, including foreign language support and hearing impaired support.
- c) Present a design for a web-based appointment scheduling system. Include applicant data capture, real-time appointment availability management, confirmation code generation, Mapquest or similar capability to indicate facility locations, facility and agency appointment notification, and appointment attendance reporting.
- d) Present a design for an associated toll free call-center operation. Discuss staffing, location, foreign language support, hearing impaired support, communications and training requirements. Explain how this facility will interact with the web-based system, clients and agency personnel.

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- e) Present your plan for collection, management and reconciliation of applicant fees and cash management with the State. Include subcontracted operations such as ACH or other financial intermediaries. Subcontractors must be acceptable to the State.

**7.5. Technical Proposal: Participating Agency Service Plan (Exhibit F)**

Proposals must have plans to address the needs of participating agencies. The Bidder must include a Participating Agency Service Plan in response to this requirement which should include the following:

Describe your plans to address the needs of participating agencies with respect to:

- a) the initial interface to capture unique identifying information;
- b) participating agency reporting and inquiry needs; and
- c) Participating agency custom programming needs.

**7.6. Technical Proposal: Mobilization and Implementation Plan (Exhibit F)**

Proposals must have a Mobilization and Implementation plan. The Mobilization and Implementation Plan should address the following requirements to fully implement within three months of Contract approval.

- a) Present a plan in MS Project for achieving a rollout (as defined in **Section 12.3 - Glossary**) within three (3) months following Contract approval. At a minimum, the plan should include:
  - Proposed Timeframe
  - Tasks and dependencies (internal and external);
  - Resource requirements by role;
  - Work effort for each task; and
  - Sufficient milestones to ensure accurate progress tracking.
- b) In support of this plan, provide a communications plan indicating audience, communication type, frequency, format and feedback mechanisms, if any.

**7.7. Technical Proposal: Risk Management Plan (Exhibit F)**

Each Offerer is required to submit a Risk Management Plan. The Risk Management Plan must clearly articulate:

- a) the methods to be utilized in the identification of potential risks;
- b) the procedures utilized to predict the likelihood that a risk will occur;
- c) the methods for quantifying the potential impact to the project;

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- d) the methods for development of action plans to mitigate the impact of that risk occurrence; and,
- e) information regarding best practices and, if applicable, lessons learned during the implementation of other vendor managed fingerprint capture systems.

**7.8. Technical Proposal: Quality Management Plan (Exhibit F)**

The Offerer must provide a Quality Management Plan. The Quality Management Plan should include but not be limited to:

- a) The processes and techniques to measure, monitor and control, the quality of the end product to ensure that the proposed solution meets the objectives and provides the critical project features listed throughout this RFP; and,
- b) Best practices and lessons learned during the implementation of other vendor managed fingerprint capture systems.

**7.9. Experience of Bidder on Contracts of Similar Size and Scope (Exhibit F)**

Describe three (3) similar projects which have been successfully completed within the past five (5) years. For each project, indicate

- a) Client;
- b) Goals;
- c) Staffing provided for implementation and post-implementation activities;
- d) Original and actual schedule;
- e) Impressions per (year), and highest volumes for one day, one week and one month;
- f) Average uptime during agreed business hours;
- g) Error rate;
- h) System down time for any period over 12 hours, with reasons and remedies;
- i) Security breaches, if any; and
- j) Present statistics indicating number of fingerprint-based transactions processed annually.

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**7.10. Technical Proposal: Contract Management (Exhibit F)**

The bidder must describe its specific plans to effectively manage the contract. Those plans should include, but not be limited to, the following:

- a) manage, control and supervise the Contract to ensure satisfactory Contract completion according to the required schedule;
- b) include their approach to escalate issues as appropriate; and
- c) include their approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

**7.11. Livescan Fingerprinting Outside of New York State (Desirable Requirement)**

**The following requirement is not a mandatory requirement the vendor must offer to qualify to bid on this RFP. The Bidder's response to this requirement will be evaluated and scored, and will receive points to their RFP score if these services are offered.**

DCJS will allow transmission of fingerprint transactions captured at livescan fingerprint locations in other states within the continental United States boundaries. It is at the discretion of the Contractor if this capability is provided. If the Contractor offers such capability, the number of livescan fingerprinting sites, locations and hours of operation are at the sole discretion of the Contractor. In addition, upon written approval by DCJS, the Contractor shall be permitted to charge a reasonable fee as approved by DCJS for providing out-of-state livescan services.

If the Contractor offers such capability, the Contractor shall:

- Ensure the applicant presents proper identification documents at the time of printing as outlined in **Section 3.7 – In Person Applicant Identification**;
- Comply with **Section 3.15 – Collection of Identifying and Biographic Information**;
- Establish sites with handicap access that are Americans with Disabilities Act (ADA) compliant and comply with all applicable State and local regulations;
- Ensure that all live-scan equipment is properly maintained and receives routine preventative maintenance in order to assure availability of services during normal working hours;
- Procure and maintain all equipment necessary for a successful operation;
- Unless otherwise approved by the State Contract Manager, provide, at each location, sufficient directional signs for applicants to easily locate the fingerprinting room or area without the need to ask for directions. In locations with multilingual populations, signage must be appropriately multilingual;
- Provide trained and background-checked personnel to take fingerprints;

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- Conduct background checks of all Contractor or Subcontractor personnel who operate livescan equipment, have access to confidential information, or who exert control or influence over such personnel with access to livescan equipment or confidential information and comply with any fingerprint requirements and/or personnel restrictions in the jurisdiction where a site is located; and
- Have sufficient site staffing to remain operational in the event of absent personnel (illness, emergency, etc.).

**Response Requirement:**

Bidder must complete and submit **Exhibit F – Technical Proposal Form**, providing all information requested therein to address requirements 6.2 through 6.11.

**7.12. Proposed Subcontractors (Exhibit J)**

The bidder should list each known subcontractor proposed for use on the project.

**Response Requirement:**

Bidder must complete and submit **Exhibit J – Proposed Subcontractor Certification**, providing all information requested therein for this requirement.

**7.13. Key Subcontractor Certification (Exhibit K)**

The bidder should submit a Key Subcontractor Certification Form for each Key Subcontractor proposed for use on the project.

**Response Requirement:**

Bidder must complete and submit **Exhibit K – Key Subcontractor Certification**, providing all information requested therein for this requirement.

**8.0 FINANCIAL PROPOSAL**

Bidders must submit a completed **Exhibit G - Financial Response Form**. **Exhibit G** should include expenses to provide proposed deliverables inclusive of all bidder costs to complete each task. Expenses related to deliverables including administrative costs, travel, etc., must be included in the overall costs listed.

Bidders must submit a completed **Exhibit G - Financial Response Form**. **Exhibit G** proposed pricing should account for all associated expenses to provide proposed deliverables inclusive of all bidder costs to complete each task. Expenses related to deliverables including administrative costs, travel, etc., must be incorporated into the proposed pricing offered.

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## 9.0 ADMINISTRATIVE REQUIREMENTS

Bidders must provide the following administrative information in response to this RFP. Please note, appendices not required for submission by this RFP are intentionally not included.

### 9.1. Formal Offer Letter

A Formal Offer Letter must be included in the proposal and must be signed by an official authorized to bind the Bidder to its provisions.

Each Bidder must submit a formal offer in the form of a Formal Offer Letter as set forth in **Exhibit C - Formal Offer Letter**. The Formal Offer Letter must be signed and executed by an individual with the capacity and legal authority to bind the Bidder in its offer to the State. The Bidder must accept all the terms and conditions set forth in this RFP, including all amendments, appendices, and attachments, and must agree to enter a contractual agreement established by DCJS.

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

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

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

The Formal Offer Letter submitted must also include:

- the complete name and address of the Bidder;
- the name, address, phone number and e-mail address of the Bidder's Contract Administrator; and
- any restrictions under which the Bidder's primary negotiators will operate during contract negotiations.

### **Response Requirement**

Complete **Exhibit C - Formal Offer Letter**.

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**9.2. Non-Collusive Bidding Practices Certification**

A bid shall not be considered for award, nor shall any award be made where the conditions of the Non-Collusive Bidding Certification have not been complied with; provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons, therefore. Where the above conditions have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determine that such disclosure was not made for the purpose of restricting competition (Section 139-d of the State Finance Law).

**Response Requirement**

The Bidder is responsible for reading, signing, and submitting **Appendix D - Non-Collusive Bidding Certification**.

**9.3. Procurement Lobbying Laws**

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between DCJS and an Offerer/Bidder during the procurement process. An Offerer/Bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by DCJS and, if applicable, the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3)(a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. DCJS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offerer/Bidder may be debarred from obtaining New York State Procurement Contracts.

**Offerer Disclosure of Prior Non-Responsibility Determinations**

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

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As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

**Offerer's Certification of Compliance with State Finance Law 139-k(5)**

New York State Finance Law 139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law 139-k or 139-j shall contain a certification by the Offerer that all information provided to the procuring Government Entity with respect to State Finance Law 139-k is complete, true and accurate.

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

**Response Requirement**

The Bidder is responsible for the review of **Appendix E – DCJS Procurement Lobbying Guidelines and the completion of Appendix F - Attachments 1 and 2, and Form 4.**

**9.4. Encouraging Use of New York State Businesses in Contract Performance**

New York State businesses have substantial presence in State Contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, applicants for this solicitation are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract resulting from this RFP. Such partnering with New York State businesses may be as subcontractors, suppliers, protégés or other supporting roles.

To assist in demonstrating commitment to the use of New York State businesses in the performance of the Contract, all applicants must complete the form provided in RFP identified as **Appendix C - Encouraging Use of New York State Businesses in Contract Performance** and submit the completed form as an attachment to their proposal. There are no points attributable to this component of the application.

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**Response Requirement**

The Bidder is responsible for the completion and submission of **Appendix C -Encouraging Use Of New York State Businesses in Contract Performance.**

**9.5. New York State Worker's Compensation Law**

**Workers' Compensation Requirements:**

Sections §57 and §220(8) of the Workers' Compensation Law require the heads of all municipal and State entities to ensure that businesses applying for permits, licenses or contracts have appropriate workers' compensation and disability benefits insurance coverage. Contractor hereby acknowledges and agrees to be bound by the terms of the New York Workers' Compensation Law.

To comply with the coverage provisions of the Workers' Compensation Law, businesses must either:

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

**CONTRACTOR MUST PROVIDE ONE** of the following forms to the DCJS prior to execution of the Contract. DCJS cannot submit the Contract to the Office of the State Comptroller for review and approval without one of the following, **EITHER**

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

*Note: Form CE-200 can be filled out electronically on the Workers' Compensation Board's website under the heading "Forms." Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers' Compensation Board.* **OR**

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

C) Form SI-12 – Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 – Certificate of Participation in Worker's Compensation Group Self-Insurance (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

For more information, please see <https://www.wcb.ny.gov/>

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

- A) be legally exempt from obtaining disability benefits insurance coverage; or

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- B) obtain such coverage from insurance carriers; or
- C) be self-insured.

**CONTRACTOR MUST PROVIDE ONE** of the following forms to the DCJS prior to execution of the Contract. DCJS cannot submit the Contract to the Office of the State Comptroller for review and approval without one of the following, **EITHER**

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

- a. CE-200 Business Does Not Require Workers' Compensation and/or Disability Benefits Coverage, or
- b. DB-120.1 Certificate of Disability Benefits Insurance Coverage or the DB-820/829 Certificate/Cancellation of Insurance, or
- c. DB-155 Certificate of Disability Benefits Self-Insurance.

DCJS will coordinate with the winning Offerer(s) to obtain the above-mentioned documentation.

**Response Requirement**

The selected bidder will have to submit the appropriate Workers Compensation and Disability Insurance forms as proof of compliance during contract development.

**9.6. Offerer Proposed Extraneous Terms**

New York State Law prohibits the State from awarding a contract based upon material deviations from the specifications, terms, and conditions set forth in this RFP. Therefore, extraneous terms and conditions are proposed solely at the Bidder's risk as they may be deemed material deviations by the State and may render the Proposal non-responsive, resulting in its rejection.

**Response Requirement**

Proposed additional, supplemental, "or equal," or alternative terms (Extraneous Term(s)) shall be included in Volume 2 of Bidder's proposal and may only be considered by the State to the extent that such Extraneous Term(s) constitute non-material deviations from the requirements set forth in the RFP. If the Bidder proposes to include Extraneous Terms in its official Proposal, the Bidder shall meet all of the following requirements:

- a) Each proposed Extraneous Term shall be specifically enumerated in a separate section of the applicable submission (Administrative, Financial, or Technical) labeled "Additional/Extraneous Terms".
- b) The "Extraneous Terms" section shall be prepared by the Bidder and may not include any pre-printed literature or vendor forms;
- c) The writing shall identify by part, section, and title the particular RFP requirement (if any) affected by the Extraneous Term; and
- d) The Bidder shall specify the proposed Extraneous Term and the reasons therefore.

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- e) Only those terms meeting the above requirements (1) through (5) shall be considered as having been submitted as part of the formal offer.

Extraneous Term(s) submitted on standard, pre-printed forms (including, but not limited to: product literature, order forms, manufacturer's license agreements, standard contracts, or other preprinted documents) that are physically attached or summarily referenced in the Proposal, or that, in the State's sole judgment, have not been submitted in compliance with the above requirements (1) through (5), will not be considered as having been submitted with or intended to be incorporated as part of the official offer contained in the Proposal, but rather will be deemed by the State to have been included by Bidder for informational or promotional purposes only.

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

**9.7. Request for Exemption from Disclosure**

**NOTICE TO BIDDER'S LEGAL COUNSEL:**

Proposals submitted to DCJS in response to this RFP are subject to the Freedom of Information Law (Public Officers Law, Article 6; hereinafter FOIL). Pursuant to §87(2)(d) of FOIL, records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise" may be exempt from disclosure.

**Response Requirement**

A Bidder shall notify DCJS upon submission of its Proposal if it intends to seek an exemption from disclosure under FOIL of either or both types of material. Where such claimed material is embedded in the Proposal, the Bidder is required to submit two (2) additional copies of their proposal with claimed material clearly labeled and a footnote on every page indicating "REDACTED VERSION." Claimed material must not be indicated on any other copies of the Bidder's proposal.

**9.8. EO 177 Certification, NYS Human Rights Law, Article 15 of Executive Law**

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

In accordance with Executive Order No. 177, the Bidder must certify that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

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**Response Requirement**

The Bidder is responsible for the completion and submission of **Appendix M -EO 177 Certification.**

**9.9. Sexual Harassment Prevention Certification**

Pursuant to State Finance Law §139-l Bidder must certify that by submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Bidders that do not certify will not be considered for award; provided however, that if the Bidder cannot make the certification, the Bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

**Response Requirement**

The Bidder is responsible for the completion and submission of **Appendix P - Sexual Harassment Prevention Certification.**

**9.10. EO No. 16 Certification**

In accordance with Executive Order No. 16, “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.”

**Response Requirement**

The Bidder is responsible for completion and submission of **Appendix Q -EO 16 Certification.**

**9.11. Workplace and Gender Based Violence Prevention Certification**

Pursuant to State Finance Law §139-m, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies, and in the case of a joint bid each party thereto certifies as its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing gender based violence and the workplace and has provided such policy to all of its employees, directors and board member. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law.

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Bidders that do not certify will not be considered for award; provided however, that if the Bidder cannot make the certification, the Bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

**Response Requirement**

The Bidder is responsible for the completion and submission of **Appendix R – Workplace and Gender Based Violence Prevention Certification**.

**10.0 OTHER TERMS AND CONDITIONS**

This section outlines the administrative conditions concerning the Request for Proposal, the Bidder's response and conditions related to any awarded contract.

**10.1. Administrative Proposal Conditions**

With the submission of a response to this Request for Proposal, the Bidder agrees to the proposal conditions outlined in this section.

**10.2. Termination of the Agreement**

The following highlights certain grounds for termination of any contract resulting from this RFP.

**For Convenience or Lack of Funding**

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

- a) The State shall have the right to unilaterally terminate any Contract resulting from this RFP, in whole or in part, for convenience provided that prior notice of such termination is given. Such option may be exercised upon thirty (30) calendar days advance written notice to the vendor as indicated in this RFP.
- b) In the event the State determines that necessary and lawful appropriations are not provided or continued for the funding of any Contract resulting from this RFP, the State shall deem the Contract terminated upon thirty (30) calendar days advance written notice.

**For Cause**

- a) Notice

DCJS reserves the right to cancel any contract resulting from this RFP within 30 days. If either Party fails to comply with any provision of the Contract the other Party shall so notify the Party in default as provided below. The notification shall specify in reasonable detail the nature of the default.

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b) Additional State Rights & Remedies

In the event of Contractor's default, in addition to pursuing any other legal or equitable remedies, the State shall have the right to take one or more of the following actions:

1. terminate the Contract in whole or in part;
2. suspend, in whole or in part, payments due Vendor under any New York State Contract;
3. pursue equitable remedies to compel Contractor to perform.

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

c) Non-Responsibility

The Contractor shall at all times during the contractual term remain responsible. The Contractor agrees, if requested by the Executive Deputy Commissioner or Commissioner of the New York State Division of Criminal Justice Services or their designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

**Termination or Default Notices**

Written Notices required herein by either Party shall be delivered to the other Party in writing, by certified mail, return receipt requested. The date of notice shall be deemed the date of delivery set forth on the return receipt. ("date of return receipt notice") Such notice shall be addressed as follows:

***State of New York:***

Executive Deputy Commissioner  
State of New York  
Division of Criminal Justice Services  
Alfred E. Smith Office Building, 8<sup>th</sup> Floor  
80 South Swan Street  
Albany, NY 12210-8001

With a copy to:

Director, State Identification Bureau  
Alfred E. Smith Office Building, 5th Floor  
80 South Swan Street  
Albany, NY 12210

AND

Deputy Commissioner and Counsel  
Division of Criminal Justice Services

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Alfred E. Smith Office Building, 8<sup>th</sup> Floor  
80 South Swan Street  
Albany, NY 12210-8001

**Termination Date**

Contract termination dates shall be determined as follows:

In the event a notice of termination is issued for convenience or in the event that necessary and lawful appropriations are not provided or continued for the funding of any Contract resulting from this RFP, or for cause, the Contract termination date shall be deemed thirty (30) calendar days from the date of delivery set forth on the return receipt notice.

**Mitigation of Costs**

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

**Post Termination Transition**

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

**A. Post Termination Transition Period**

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

**B. No Interruption in Service**

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

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**C. Post Termination Transition Plan**

Within fifteen (15) days of receipt of a notice of termination as set forth elsewhere in the Contract or twelve (12) months prior to the end of the term of the Agreement, whichever event occurs first, the Prime Contractor shall provide for approval by DCJS a detailed written plan for Post Termination Transition (Post Termination Transition Plan) which outlines, at a minimum, the tasks, milestones and deliverables associated with the smooth transition of the Vendor Managed Civil Fingerprint Capture System and Services Plan to a successor Contractor. Furthermore, the Post Termination Transition Plan must be amended by Prime Contractor to include all other information deemed essential by the State, including development of specifications necessary for preparation of a competitive solicitation for the successor Contract.

**D. Prime Contractor Post Termination Transition Services**

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

The Prime Contractor shall transfer to the successor Contractor all title, leasing rights, or license rights of all hardware, service agreements, agreements for the provision of services and equipment in use in the Vendor Managed Civil Fingerprint Capture System operation. The successor Contractor shall utilize such hardware and equipment in accord with the rights and duties attendant thereto. The Prime Contractor shall turn over to the successor Contractor all network software, data files, application programs, and documentation.

**E. Compensation for Post Termination Transition Services**

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

**F. State Responsibilities for Post Termination Transition**

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

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**G. Training Successor Organization & Personnel**

Post Termination Transition Services furnished by the Prime Contractor must include the development of a training plan. The Prime Contractor is required to provide post termination transition training for the successor organization's management in the operation and maintenance of the Vendor Managed Civil Fingerprint Capture System and associated services. The training effort shall focus on providing the successor Contractor's management personnel with information about all operational aspects of the Vendor Managed Civil Fingerprint Capture System. During transition, the Prime Contractor shall prepare a detailed training program. This program shall establish a post termination transition training group which shall provide the required training for successor Contractor personnel.

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

**10.3. Warranties**

In addition to the warranties set forth elsewhere in the Contract, the following warranties **shall survive beyond termination or expiration of the Contract** term in accordance with the terms below. For purposes of this RFP, "Product" shall mean all hardware, software, accessories, system integration, network connectivity, storage devices and any other part of the Vendor Managed Civil Fingerprint Capture System together with services and connectivity as defined in this RFP whether hardware, software or the integration of both and whether individual component or integrated as a system. Prime Contractor, in submitting the Bid Proposal and executing the Contract, warrants and represents to the State the following:

**A. Product and System Performance**

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

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

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appropriate written documentation establishing the above rights and interests as a condition of payment. DCJS' request or failure to request such documentation shall not relieve Offerer of liability under this warranty.

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

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

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

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

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

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

**B. Conformance to Manufacturer's Specifications**

The warranties expressly set forth in this RFP and resulting Contract will be in addition to all other warranties, express or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The above warranties do not apply to the

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extent the problem is caused by misuse, unauthorized modification, unsuitable physical environment, failure to follow required maintenance or failure caused by product for which the Offerer is not responsible.

**C. Product & Equipment Warranty**

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

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

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

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

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

**D. Title & Ownership Warranty**

Prime Contractor warrants and represents full ownership, clear title free of all liens and encumbrances, and/or that Prime Contractor has obtained on behalf of the State perpetual license rights to use the Products, hardware, interfaces, third Party software or any other deliverable ("System") pursuant to this Contract. Prime Contractor shall be solely liable for any costs of acquisition associated therewith. Prime Contractor fully indemnifies the State for any loss, damages or actions arising from a breach of said warranty without limitation. The State or DCJS, or DCJS on behalf of Authorized Users may require Prime Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of

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Contract award or payment. The State's request or failure to request such documentation shall not relieve Prime Contractor of liability under this warranty.

**E. Contractor Compliance**

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

**F. Virus Warranty**

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

**G. Workmanship Warranty**

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

**H. Adequate Parts Supply**

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

**I. Manufacturer's Field Support & Maintenance**

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

**J. Date Processing Warranty**

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

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

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

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

**K. Personnel Eligible for Employment**

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

**L. Survival of Warranties**

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

**10.4. Downsize or Rescale of Project**

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

**10.5. Process for Change Orders**

At any time during the term of this Contract, the State may make changes, subtractions or additions in any of the Equipment, Software, Documentation, Services and/or other Deliverables within the general scope of work set forth in the Contract, consistent with pricing established

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under the terms of this agreement. Such changes will be subject to the unit costs itemized in the Contract or such other costs as may be mutually agreed between the Parties. All such changes shall be reduced to a written Change Order, **Appendix B – DCJS Change Request Form** executed by both Parties, and shall otherwise be in accordance with the terms and conditions of this Contract. The Change Order shall be accepted and agreed to by both the State and the Prime Contractor as evidenced by the written signatures of the appropriate representatives of both Parties. If any such change causes an increase or decrease in pricing or the time required for the performance of the Contract, an equitable adjustment of the Contract amount and/or time of performance will be made on mutual agreement of the Parties, subject to the approval of the New York State Comptroller and any applicable control agency, if required.

**10.6. Force Majeure**

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

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

**10.7. Security, Information Security, Breach and Notification Act**

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

**A. Security Procedures & Employee Dishonesty**

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

**B. Information Security Breach and Notification Act, Indemnification of DCJS and Authorized Users for Breach of Security**

Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including an individual's unencrypted personal information plus one or more of the following: social security number, driver's license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual's financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Disclosure of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after necessary measures have been taken subject to approval of DCJS or such other applicable State agency to determine the scope of the breach and to restore integrity, but with delay if law enforcement determines it impedes a criminal investigation.

*State entities subject to Section 208 of the State Technology Law that experience breaches of computerized data which includes private information must file notices with the New York Attorney General; Department of State's Division of Consumer Protection; and the Office of Information Technology Services' Enterprise Information Security Office.*

*Section 899-aa of the General Business Law provides that persons or businesses conducting business in New York must disclose any breaches of computerized data which includes private information by notifying the offices of the New York Attorney General; the NYS Division of State Police; and the Department of State's Division of Consumer Protection.*

Information relative to the law and the notification process is available at:  
<https://its.ny.gov/breach-notification-and-incident-reporting>

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

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

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latter amount shall not exceed one hundred fifty thousand dollars.

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

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

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

**10.8. User Data is the Property of State of New York**

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

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

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consultants, employees and service providers performing or providing services to the Prime Contractor in connection with this RFP and the resulting Contract.

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

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

The provisions of this Section shall survive the termination of this Agreement

#### **10.9. Nondisclosure & Confidentiality**

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

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

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

Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. If Prime Contractor is intending to seek an exemption from disclosure of these materials under the Freedom of Information Law, the Prime Contractor must request the exemption in writing, setting forth the reasons for the claimed exemption, at the time of submission, and provide an explanation of: (i) why the disclosure of the identified information would cause substantial injury to the competitive

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position of the Offerer, or (ii) why the information constitutes critical infrastructure information which should be exempted from disclosure pursuant to Public Officers Law § 87(2). Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

**10.10. Confidentiality of Criminal History Information**

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

**10.11. NYS Cyber Security Policy P03-002**

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

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**10.12. Standby Letter of Credit (SLOC)**

At least Sixty (60) days prior to the Effective Date of the Contract, the successful Offerer must submit a Standby Letter of Credit (SLOC) in the form set forth at **Exhibit B – Standby Letter of Credit Form (SLOC)**, and must otherwise comply with the requirements of this Section.

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

**A. Prime Contractor’s Obligation to Maintain**

The Prime Contractor shall at all times maintain in effect an irrevocable SLOC for the entire Contract term and any applicable extensions, as may now or hereafter be modified upon mutual agreement of the Parties.

Failure to maintain such SLOC in the full aggregate amount set forth herein shall constitute a material breach by the Prime Contractor.

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

**B. Form of SLOC**

The form for the SLOC shall be as set forth in **Exhibit B**.

**C. Effective Date**

The fully executed SLOC shall be delivered to the State no later than sixty (60) days prior to the Effective Date of the Contract. The executed SLOC so delivered (“Initial SLOC”) shall be effective as of the Effective Date of the Contract. The State shall certify such its approval, or denial to Issuer within fifteen business days of receipt.

**D. Issuer’s Obligations**

1. SLOC

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

2. Term

A SLOC shall be irrevocably maintained in effect by the Prime Contractor beginning on the Contract Effective Date and ending at the earlier of the time it is terminated or modified by a change order agreement executed by the Parties or expiration of the Contract term plus all applicable extensions as provided by this RFP. (“SLOC Term”)

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3. Required Notices

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

4. Presentment & Demand

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

**E. Aggregate Amount & Replenishment**

1. Aggregate Amount

The executed SLOC shall be maintained by Prime Contractor at all times during the SLOC Term in the full amount of one hundred thousand dollars and no cents (\$100,000.00 USD).

2. Replenishment

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

**F. Jurisdiction & Venue**

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

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**G. SLOC Fees**

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

**11.0 STANDARD LEGAL LANGUAGE**

**11.1. Issuing Agency**

This RFP is issued by the New York State Division of Criminal Justice Services.

**11.2. Solicitation**

This RFP is a solicitation to bid, not an offer of a contract.

**11.3. Liability**

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

**11.4. Proposal Ownership**

All proposals and accompanying documentation become the property of the State of New York and will not be returned. DCJS reserves the right to use any portions of the Bidder's proposal not specifically noted as proprietary.

**11.5. Proposal Security**

Each Bidder's proposal will be held in strict confidence by DCJS staff and will not be disclosed except to the Office of the Attorney General and the Office of the State Comptroller as may be necessary to obtain the approvals of those agencies for the final contract and except as otherwise required by law.

Public inspection of the bids is regulated by the Freedom of Information Law. Following the final approval of a contract by the Comptroller, bids are presumptively available for public inspection. Bidders who have included sensitive material within their proposals should note the provisions of **Section 8.7** herein above – Request for Exemption from Disclosure. Note that requests for exemption of the entire contents of a bid/proposal from disclosure have generally not been found to be meritorious and are discouraged. Requests should be limited to exemption from disclosure of bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm. The Bidder should point out those sections of the proposal that are trade secrets and explain the reasons therefore.

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The public officers' code of ethics (Section 74 of the Public Officers Law) sets the standard that no officer or employee of a State agency shall disclose confidential information that he or she acquires during the course of their official duties. These standards control the confidentiality of a Bidder's proposal unless DCJS grants records access in accordance with the Freedom of Information Law. Bidders are advised that determinations of DCJS or of the Office of the Attorney General or of the Office of the State Comptroller including agreements to shield or redact information are subject to review by Courts of Competent Jurisdiction.

Bidders should be advised that the confidentiality of their proposals is founded upon statute, as described above. A nondisclosure agreement, whether prescribed by DCJS or the Bidder, would not alter the rights and responsibilities of either party under the Freedom of Information Law. Bidders should not propose a nondisclosure agreement for Division employees, for that would be legally ineffective to alter any legal responsibility under the Freedom of Information Law or the code of ethics.

The provisions of the Freedom of Information Law will also govern the confidentiality of any and all products or services supplied by the successful Bidder.

#### **11.6. Ethics Compliance**

All Bidders/Contractors and their employees must comply with the requirements of §73 and §74 of the Public Officers Law, and other State codes, rules and regulations establishing ethical standards for the conduct of business with New York State. In signing the bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

#### **11.7. Timely Submission**

The Bidders are solely responsible for timely delivery and submission of their proposal to the location set forth herein. DCJS is not responsible for delays in receipt, including but not limited to those due to third-party carriers.

#### **11.8. Proposal Effective Period**

The Bidder's proposal must be firm and binding for a period of at least one (1) year following the bid proposal due date.

#### **11.9. Bidder Proposal Clarification**

DCJS reserves the right to require a Bidder to provide clarification and validation of its proposal, to the satisfaction of DCJS, through any means DCJS deems necessary. Failure of a Bidder to cooperate with DCJS's request to clarify a proposal within the time indicated by DCJS may result in the proposal being deemed non-responsive and given no further consideration.

DCJS reserves the right to use information submitted by the Bidder in response to DCJS's request for clarifying information in the course of evaluation and selection under this RFP.

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DCJS may from time to time and in its sole discretion communicate clarifications and subsequent information whether such clarifications and information result from Bidder inquiry or is released by DCJS. In such event DCJS will disseminate such information by posting the information to DCJS's website at the internet address identified on the face page of this RFP.

**11.10. Award Notification**

The Commissioner of the Division of Criminal Justice Services, or staff designated for such purpose, will select the successful contractor based on recommendations submitted by evaluation teams. The successful Bidder(s) will be advised of selection by DCJS through the issuance of an award notification letter. Bidders whose bids have not been selected in response to this RFP shall be notified.

**11.11. Proposal Review and Contract Approval**

Any contracts resulting from this RFP will not be effective until approved by the Office of the Attorney General and the Office of the State Comptroller.

**11.12. Disclosure of Contract Awards**

Public Announcements or news releases pertaining to contracts shall not be made prior to contract award. Requests concerning the evaluation of a bid submitted will be considered under the Freedom of Information Law (FOIL) only after contract negotiations are complete and the contract is released by the State Attorney General's Office and the Office of the State Comptroller.

**11.13. Debriefing Sessions**

Unsuccessful Bidders will be notified in writing and may request the opportunity for a debriefing session. Once an award has been made, Bidders may then submit a written request for a debriefing as to why their proposal did not result in an award. Such sessions will be limited to discussions of evaluation results as they apply to the Bidder receiving the debriefing. State Finance Law 163 9(c)(i) requires that an unsuccessful Bidder request a debriefing within fifteen (15) calendar days of release by the state agency of a notice in writing or electronically that the Bidder's offer is unsuccessful.

**11.14. Bid Protest Policy**

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

Bidders desiring to initiate a bid protest must follow the procedures for timely filing a formal protest set forth in the DCJS Contract Award Protest Procedure at **Exhibit A - DCJS Contract**

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**Award Protest Procedure** of this RFP by the deadline set forth in the procedure. Take Notice that contacts with DCJS do not constitute the filing or initiation of a Bid Protest or extend the time in which to file a Bid Protest under the DCJS Contract Award Protest Procedure. Bid Protests must be identified as such and filed in accordance with the procedures provided in the DCJS Contract Award Protest Procedure. Prior to Contract award, protests which may affect the outcome or nature of the award may only be considered by the State in the context of a formal written protest filed in accordance with the procedure at **Exhibit A**.

### **11.15. Reserved Rights**

The Division of Criminal Justice Services reserves the right to exercise any of the following actions:

- a) Change any of the scheduled dates and times stated herein.
- b) Amend RFP specifications after their release to correct errors or oversights, or to supply additional information as it becomes available and so notify all Bidders.
- c) Disqualify a Bidder from receiving an award if such Bidder has previously failed to perform satisfactorily in connection with public bidding or contracts(s) or is deemed otherwise not responsible.
- d) Eliminate a mandatory requirement when all Bidders cannot meet such requirement.
- e) Evaluate, accept and/or reject any and all proposals, in whole or in part, and to waive technicalities, irregularities, and omissions if, in DCJS's considered judgment, the best interests of DCJS will be served. In the event compliant bids are not received, DCJS reserves the right to consider late or non-conforming bids as offers.
- f) Require the Bidder to provide proof of or otherwise demonstrate, to the satisfaction of DCJS, any information presented as a part of their proposal.
- g) Use information obtained through DCJS's investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to DCJS's request for clarifying information in the course of evaluation and selection under this RFP.
- h) Determine a tie breaking mechanism for award of the contract to serve the best interests of DCJS.
- i) Negotiate with the successful Bidder(s) within the scope of the RFP to serve the best interests of DCJS and the State.
- j) DCJS may agree to extend the time period established by Section 112 of the State Finance Law for approval of contracts by the Comptroller of the State of New York and in such an event the successful Offerer agrees to maintain its offer for the duration of the extension.

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- k) In the event DCJS terminates a Contract resulting from this procurement, DCJS reserves the right, with the approval of the Office of the State Comptroller, to award a contract to the next highest ranked Bidder of the original bid submissions.
- l) Reject any or all proposals received in response to the RFP.
- m) Withdraw the RFP at any time, at the agency's sole discretion.
- n) Make an award under the RFP in whole or in part.
- o) Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the RFP.
- p) Seek clarifications and revisions of proposals.
- q) Use proposal information obtained through site visits, management interviews and the State's investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP.
- r) Prior to the **bid opening**, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- s) Prior to the bid opening, direct Bidders to submit proposal modifications addressing subsequent RFP amendments.
- t) Waive any requirements that are not material.
- u) Conduct contract negotiations with the next responsible Bidder, should the agency be unsuccessful in negotiating with the selected Bidder.
- v) Utilize any and all ideas submitted in the proposals received.
- w) Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an Offerer's proposal and/or to determine an Offerer's compliance with the requirements of the solicitation.

#### **11.16. Administrative Contract Conditions**

##### **Payments**

All payments will be made in accordance with Section 11-a of the New York State Finance Law.

Payments will be made on a monthly basis, according to the successful completion, submittal, and DCJS approval of the defined deliverables as detailed in the Scope of Work and **Exhibit G – Financial Response Form**. DCJS will be responsible for verifying each

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deliverable prior to payment. The Contractor should submit invoices for services rendered and for acceptance by DCJS to [dcjsinvoices@dcjs.ny.gov](mailto:dcjsinvoices@dcjs.ny.gov).

Reimbursement for travel, meals, or lodging expenses associated with this project shall not exceed: (i) the rates authorized by the NYS Office of the State Comptroller for State employee travel and (ii) the amount set forth in **Exhibit G**.

**Taxes**

Unless otherwise specified in the RFP, the quoted bid rates shall include all taxes applicable to the transaction. Purchases made by the State of New York are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, invoices issued by the Contractor pursuant to the Contract shall reference the Contract in order to be considered sufficient evidence that the sale by Contractor was made to the State, an exempt organization under § 1116 (a) (1) of the Tax Law. No person, firm, or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Contractor.

**Mandatory Requirement – Price Protection**

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

**Procurement Record**

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

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

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

**Mandatory Requirement – Discriminatory Jurisdictions**

Bidders are hereby notified that state agencies and authorities are prohibited from entering into contracts with businesses whose principal place of business is located in a discriminatory jurisdiction. Discriminatory jurisdiction is defined as a state or political

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subdivision which employs a preference or price distorting mechanism to the detriment of or otherwise discriminates against a New York State business enterprise in the procurement of commodities and services by the same or a non-governmental entity influenced by the same. A list of discriminatory jurisdictions is maintained by the commissioner of the New York State Department of Economic Development.

**Public Announcements**

Public announcements or news releases relating to this RFP or the resulting agreement shall not be made by any Offerer or its agent without the prior approval of DCJS. Such approval shall not be considered until an executed contract is in place.

**Contract Term**

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

The Contract shall commence on November 2, 2025 12:00 a.m. (“Effective Date”) and shall continue for a period of ten (10) years. The Contract will be subject to amendment only upon mutual written agreement of the Parties, which agreement may necessitate approval by the Attorney General and the Comptroller of the State of New York. The State shall have the right to renegotiate the terms and conditions of the Contract in the event applicable State or Federal law, policy, rules, regulations and guidelines are altered from those existing at the time of the original Contract in order to be in continuous compliance therewith.

**Time is of the Essence**

Time is of the essence in contract formation and time is of the essence in the resulting Contract and will be a substantial and a material term of any agreement resulting from this RFP.

**Contract Formation**

A successful applicant will be required to timely enter into a contract with NYS. The final contract may contain new or amended contractual provisions. NYS reserves the right to negotiate minor terms and conditions relative to the RFP and the applicant’s response to meet agency program requirements consistent with the solicitation. During contract negotiations, the State expects to have direct access to Offerer personnel who have full authority to make commitments on behalf of the Offerer. Any negotiated contract must conform to the laws of New York State.

The Contract will incorporate this RFP, all Exhibits, all Appendices, all Attachments, all submissions, the Offerer’s Bid Proposal, clarifications and additional information issued by DCJS during the course of this procurement and additional terms agreed to by the Parties in writing into a Master Agreement.

The State shall have the right to renegotiate the terms of the contract resulting from this procurement at any time in the event that a change in applicable laws, codes, ordinances,

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statutes, rules and regulations or applicability thereof requires that the terms of the Contract be modified so that it conforms with the requirements of any applicable statute, law, ordinance, codes, rules or regulation then in effect.

**Negotiations with the Next Highest Offerer**

In the event that DCJS should be unsuccessful in negotiating a contract within thirty (30) business days following the date of the notice of award with the selected Offerer, DCJS may at any time following thirtieth business day at its option begin negotiations with the next highest scored Offerer, as applicable.

**Cancellation Clause**

DCJS is responsible for monitoring and enforcing the Contractor's performance. Performance requirements include Contractor's conformance with scheduling requirements. DCJS will provide written notice to the Contractor in the event the Contractor does not comply with the Contract's performance requirements. DCJS may terminate the contract consistent with this provision.

**Contractor**

Offerer is required to serve as the Contractor when selected to provide evidence based strategic advisement services pursuant to this RFP hereunder. The Contractor is responsible for meeting all Contract obligations set forth in the solicitation and Contract, including all Appendices, Attachments, Exhibits, and any subsequent amendments mutually agreed to in writing between the Parties. The Contractor is responsible for payment of all subcontractors and suppliers, including all third-party equipment and service providers contracted by or through the Contractor in performance of the agreement. Where services are supplied by or through the Contractor under the Contract, Contractor must assume full integration responsibility for performance of such services.

**Subcontractors**

Offerers may submit proposals that include subcontractors. All known subcontractors proposed by the Offerer must be identified in the proposal and must be acceptable to DCJS upon verification through background checks and fingerprint-based criminal history reviews, as indicated in this Section. The Offerer as Prime Contractor remains the single point of contact for DCJS and all agencies and entities participating in the Vendor-Managed Civil Fingerprint Capture System, who contract and interface only with the Prime Contractor. DCJS reserves the right to require fingerprint and security background checks of subcontractor and subcontractor personnel providing services to the Prime Contractor in connection with this RFP and the resulting Master Agreement.

Any personnel employed by subcontractor, including owners, executive staff, employees who operate livescan equipment, employees who receive confidential information from applicants, or any managerial employee who exerts control or influence over such employees with access to livescan equipment or confidential information must be fingerprinted for the purpose of a DCJS criminal record review and must be acceptable to DCJS following a DCJS criminal history and background check.

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DCJS will not disqualify any person solely due to a criminal conviction. In the event that DCJS disqualifies an individual with access to or control over livescan equipment or confidential information, such person will be barred from subcontracting with contractor, accessing livescan equipment or confidential information or from managing, controlling or influencing any employee, manager or agent of the Contractor or a subcontractor. In the event that DCJS learns or ascertains that a barred person is acting in such a manner, a “security breach” penalty will be imposed as prescribed in **Sections 3.24.1 and 3.24.2** of this RFP.

**11.17. Qualified to Work in the United States**

All personnel employed by the Contractor must be legally authorized to work in the United States. Personnel and candidates provided to DCJS by any Offerer must be legally authorized to work in the United States.

**11.18. Indemnification & Limitation of Liability**

- a) Offerer as a Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors of the Offerer and shall fully indemnify and save harmless the State of New York and DCJS, from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Offerer, its agents, employees, partners or subcontractors of the Offerer, *without limitation*; provided, however, that the Offerer shall not indemnify for that portion of any claim, loss or damage arising from the negligence of the State and/or its employees.
- b) Offerer will indemnify, defend and hold the State of New York, DCJS, and entities which have been authorized by DCJS to participate (“Authorized participating Users” or “Authorized Users”), where applicable, and with whom the Contractor and DCJS has agreed to install or place products or provide services as defined in the Master Agreement harmless, *without limitation*, from and against any and all damages, expenses (including reasonable attorneys’ fees), claims, judgments, liabilities and costs which may be finally assessed against the State, DCJS, and its Authorized Participating Users in any action for infringement of any copyright, trademark, trade secret or intellectual property right, provided that DCJS shall give the Offerer: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Offerer’s sole expense, and (iii) assistance in the defense of any such action at the expense of Offerer. Where a dispute or claim arises relative to a real or anticipated infringement, the State of New York and/or DCJS may require Offerer, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the State of New York and/or DCJS shall require. If the Offerer has an opportunity to terminate any such infringement suit by a third-party Offerer, the Offerer shall obtain the consent of the State and the Attorney General of the State of New York to the settlement if such settlement will alter any financial or performance terms of the Agreement.

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- c) If principles of governmental or public law are involved, DCJS and/or the State may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the Offerer without the Offerer's written consent.
- d) If in the Offerer's opinion the equipment, materials, or information mentioned above, are likely to or do become the subject of a claim of infringement of a United States patent or copyright, then without diminishing the Offerer's obligation to satisfy any final award, Offerer may, with DCJS and/or any other contracting State agency, where applicable, and the State's written consent, substitute other equally suitable materials and information or, at Offerer's option and expense, obtain the right for the State to continue the use of such materials and information.
- e) The Offerer will indemnify the DCJS and the State without limitation against any claim(s) brought against the State and/or DCJS by reason of a wrongful disclosure of confidential information attributed to the Offerer or any Offerer employee and will cooperate fully with DCJS, the State, and the Attorney General in defense of any claim(s).
- f) The Offerer shall not be obligated to indemnify that portion of a claim or dispute based upon: i) the State's unauthorized modification or alteration of a product; ii) the State's use of the product in combination with other products not furnished by Offerer; iii) the State's use in other than the specified operating conditions and environment.
- g) Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. All Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract and shall immediately resume performance upon termination of the force majeure.
- h) Unless otherwise specifically enumerated herein, neither Party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Offerer is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither Party shall be liable for lost profits, lost revenue or lost institutional operating savings.
- i) Indemnification for Direct Damage: For all other claims against the Offerer by DCJS and the State of New York where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Offerer's liability under this Contract for direct damages shall be two (2) times the charges rendered by the Offerer under the Contract.
- j) DCJS, and the State may, in addition to other remedies available to them at law, in equity, or under the Contract, and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the Contractor, as applicable, as may be necessary to satisfy any claim for damages, costs and the like asserted by or against them

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**11.19. Compliance with Laws**

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

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

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

- a) Equal Employment Opportunity as set forth in federal Executive Orders 11246 and 11375 as supplemented by 41 CFR 60.
- b) Copeland "Anti-Kickback Act" (18 USC 874 and 40 USC 276c) which provides that all contracts/sub grants greater than \$2,000 must have a provision requiring compliance with 18 USC 874 as supplemented by 29 CFR Part 3, which prohibit Contractors or Sub recipients from inducing by any means any person employed in construction, completion or repair of public work to give up any part of compensation to which they are otherwise entitled and that the recipient shall report all suspected/reported violations to the Federal awarding agency.
- c) Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) which requires all construction contracts awarded by recipients of more than \$2000 to comply with the Act as supplemented by USDOL Regulations 29 CFR Part 5 requiring all Contractors to pay wages to laborers and mechanics at a rate not less than the minimum wage specified by the Federal Secretary of Labor, which wages shall be paid not less than once a week. The recipient shall place a copy of the federally specified wage (the "prevailing wage") in each solicitation and the award of a contract shall be conditioned upon acceptance of such a determination. The recipient must report all suspected/reported violations to the Federal awarding agency.
- d) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) which requires, where applicable, that all construction contracts and other contracts involving employment of mechanics and laborers require compliance with 40 U.S.C. 327-333 as supplemented by USDOL Regulations 29 CFR 5 when said contracts exceed \$100,000, which references require that work in excess of 40 hours/week be recompensed at a rate at least 50% greater than the basic pay rate and that no work be required in unsanitary, hazardous, or dangerous conditions. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

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- e) Rights to Inventions Made under a Contract or Agreement- Contracts or Agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the recipient in any in any resulting invention in accordance with 37 CFR Part 401 and any further implementing regulations issued by USDHHS or USDA.
- f) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)- Contracts and sub grants in excess of \$100,000 shall require the recipient to comply with the Acts recited herein and that violations must be reported to USDHHS and the appropriate Regional Office of the Federal Environmental Protection Agency.
- g) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)- which requires that every Contractor under a contract for more than \$100,000 and every tier of Contractors or subcontractors there under shall file certification, as required, that said Contractor will not and has not used any Federal appropriated funds to pay any person or organization for influencing or attempting to influence any federal agency, member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or award covered by such Amendment. A Contractor or subcontractor from any tier shall also disclose any lobbying with non-federal funds that takes place in conjunction with obtaining a federal award, which disclosure shall be forwarded up any applicable tiers to the recipient. (See also 45 CFR 93)
- h) Debarment and Suspension. (Federal E.O.s 12549 and 12689)- Certain contracts shall not be awarded to Parties listed on the non-procurement portion of the U. S. General Services Administration's "Lists of Parties Excluded from Federal Procurement or Non Procurement Programs" in accordance with E.O.s 12549 and 12689. (See 45 CFR 76.) Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

**11.20. Security, Information Security, Breach and Notification Act**

The Contractor shall maintain the security, nondisclosure and confidentiality of all information in accordance with the following clauses in performance of its activities under the Contract. The Contract may be terminated by the State for cause for a material breach of this Section.

**Security Procedures & Employee Dishonesty**

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

**Information Security Breach and Notification Act, Indemnification of DCJS and Authorized Users for Breach of Security**

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Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including an individual's unencrypted personal information plus one or more of the following: social security number, driver's license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual's financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Disclosure of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after necessary measures have been taken subject to approval of DCJS or such other applicable State agency to determine the scope of the breach and to restore integrity, but with delay if law enforcement determines it impedes a criminal investigation.

*State entities subject to Section 208 of the State Technology Law that experience breaches of computerized data which includes private information must file notices with the New York Attorney General; Department of State's Division of Consumer Protection; and the Office of Information Technology Services' Enterprise Information Security Office.*

*Section 899-aa of the General Business Law provides that persons or businesses conducting business in New York must disclose any breaches of computerized data which includes private information by notifying the offices of the New York Attorney General; the NYS Division of State Police; and the Department of State's Division of Consumer Protection.*

Information relative to the law and the notification process is available at: <https://its.ny.gov/breach-notification-and-incident-reporting>

The New York State General Business Law § 899-aa provides in part that: 6.(a) whenever the attorney general shall believe from evidence satisfactory to him that there is a violation of this article he may bring an action in the name and on behalf of the people of the state of New York, in a court of justice having jurisdiction to issue an injunction, to enjoin and restrain the continuation of such violation. In such action, preliminary relief may be granted under article sixty-three of the civil practice law and rules. In such action the court may award damages for actual costs or losses incurred by a person entitled to notice pursuant to this article, if notification was not provided to such person pursuant to this article, including consequential financial losses. Whenever the court shall determine in such action that a person or business violated this article knowingly or recklessly, the court may impose a civil penalty of the greater of five thousand dollars or up to ten dollars per instance of failed notification, provided that the latter amount shall not exceed one hundred fifty thousand dollars.

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

Bidders must agree to indemnify DCJS without limitation against any claims brought against DCJS by reason of a wrongful disclosure of confidential information attributed to the Offerer

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or any Offerer employee and will cooperate fully with DCJS and the Attorney General in defense of the claim.

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

**11.21. User Data is the Property of State of New York**

In the course of performance of its obligations pursuant to this RFP and any resulting Contract certain Contractor or Subcontractor personnel may be approved by appropriate authorities to have access to or come into possession of data and information which is the property of the State of New York.

**12.0 Proposal Evaluation, Bid Evaluation and Award**

**12.1. Proposal Evaluation Committee**

Separate Evaluation Committee teams will be established for the financial/administrative and technical portions of the evaluation.

**12.2. Evaluation and Selection Process**

DCJS will evaluate Bidders' Proposals in accordance with the evaluation methods, procedures, and criteria as set forth below. Pursuant to Article XI of the State Finance Law, the basis for award shall be on a "Best Value" basis. As defined in New York State Finance Law, Article 11, "Best Value" means the basis for awarding Contracts to a responsible and responsive Bidder whose offer optimizes quality, cost, and efficiency, and that is consistent with the best interests of the State of New York. Award shall be based on the objective and quantifiable analysis as described herein, with 25 percent (25%) of the overall award based on the Bidder's Financial Proposal and 75 percent (75%) of the overall award based on the Bidder's Technical Proposal DCJS evaluates Proposals for goods and Services in an objective, comprehensive manner designed to benefit both the State and participating Bidders. Through this process, DCJS identifies vendors who will best meet its needs and do so in a cost-effective manner. DCJS intends that all Proposals will be evaluated uniformly and consistently, providing Bidders an equal opportunity to be considered. Proposals accepted in response to this RFP shall be subject to the following evaluation process:

**12.3. 1st Level: Pass/Fail Screening**

Each Proposal will be screened on a pass/fail basis for completeness and conformance to the submission requirements stated in **Section 5.0 – Bidder Proposal Submission**. Proposals that do not pass this 1st Level Pass/Fail Screening will be deemed non-responsive and removed from further consideration.

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**12.4. 2nd Level: Initial Screening of Technical Proposal for Compliance with Bidder Eligibility and Qualifications**

The Technical Proposals will be screened for compliance with the Technical Requirements set forth in **Exhibit E – Qualifying Attestation and Client Reference Form**. Proposals that do not respond affirmatively to each requirement will be deemed non-responsive and removed from further consideration. Organizational experience will be verified by the identified contacts as part of the Reference Check process. Bidders are encouraged to provide alternate contact information for use in the event DCJS is unable to reach a primary contact. If DCJS cannot confirm the organizational experience in the bidder’s response, the proposal will be deemed non-responsive and will not be evaluated further.

**12.5. 3rd Level: Technical Proposal Evaluation - 75% of Overall Bid Score**

Those Bidders who pass the 1st and 2nd Level screenings will proceed to the 3<sup>rd</sup> level evaluation. **Exhibit F - Technical Proposal Form** will be evaluated based on their content and references, and proposals will be scored based on a weighted scoring system.

**12.6. 4th Level: Financial Proposal Evaluation – 25% of Overall Bid Score**

The Financial Proposals of those Bidders who pass the 1st and 2nd Level screening will be evaluated by DCJS. DCJS shall score the financial proposal as follows:

- a) Scoring of the proposed sliding scale fee schedule will be worth 23 points. DCJS will independently score each of the nine volume breaks listed in **Exhibit G – Financial Response Form**.
- b) Scoring of the proposed Hourly Rate for Computer Programmer Analyst Services will be worth 2 points. The score will be calculated as follows:

Hourly Rate of Low Cost Bidder/ Hourly Rate of Bidder

The scores for the sliding scale fee schedule and the Hourly Rate for Computer Programmer Analyst Services will be summed to determine the Total Financial Score.

**12.7. Final Proposal Ranking**

The results of the third-level and fourth-level evaluations will be combined to calculate and rank the Proposals based on the Bidder’s Total Combined Score. Contract award will be made to that responsive and responsible Bidder who’s Proposal achieves the highest Total Combined Score.

**12.8. Evaluation Criteria**

Proposal Responses on **Exhibit F** will be used to evaluate technical bid proposals received in response to this RFP. Evaluation response categories may be used to develop more detailed evaluation criteria to be used in the evaluation process, including:

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- a) The bidder's general approach and plans in meeting the requirements of this RFP;
- b) The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP;
- c) The bidder's documented experience in successfully completing Contracts of a similar size and scope to the work required by this RFP;
- d) The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the Contract, with emphasis on documented experience in successfully completing work on Contracts of similar size and scope to the work required by this RFP;
- e) The overall ability of the bidder to mobilize, undertake and successfully complete the Contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the Contract, the availability and commitment to the Contract of the bidder's management, supervisory and other staff proposed, and overall attainability and appropriateness of the bidder's proposal to lead to successful Contract completion;
- f) The bidder's Applicant and Participating Agency Service plans, Mobilization and Implementation Plan, Risk Management Plan and Quality Plan;
- g) The bidder's experience on Contracts of similar size and scope; and/or
- h) The bidder's approach to Contract management.

**12.9. Bid Discrepancies**

In evaluating bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

**13.0 REFERENCES**

**13.1. Abbreviation Definitions**

<b>Abbreviation</b>	<b>Definition</b>
ABIS	Automatic Biometric Identification System
ACL	Access Control List
ADAMS	Authenticated Digital Asset Management System

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<b>Abbreviation</b>	<b>Definition</b>
AES	Advanced Encryption Standard - Currently in development by the federal government.
AFIS	Automated Fingerprint Identification System
AFIT	Advanced Fingerprint ID Technology
AGC	Automatic Gain Control
AIRS	Automated Incident Report System
ALFS	Aid to Localities Fiscal System
ALI	Automatic Location Identification
ANI	Automatic Number Identification
ANSI	American National Standards Institute
AOR	Area of Operation
API	Application Program Interface
ASCII	American Standard Code for Information Interchange
ASTM	American Society for Testing and Materials
AVIS	Advanced Verification and Identification System
B2B	Business to Business
BAT	Biometric Automated Toolset
BEE	Biometric Experimentation Environment
BEFF	Biometric Exchange Formats Framework
BER	Bit Error Rate
BI	Business Intelligence
BI/O	Biometric Interoperability
BPO	Business Process Outsourcing
BRR	Backup-Recovery-Restore
CAC	Common Access Card
CAR	Criminal, Answer required
CASE	Computer-Aided System Engineering
CBEFF	Common Biometric Exchange Format
CCH	Computerized Criminal History System
CD-ROM	Compact Disc media, read-only memory with a computer data capacity of 650 MB (Megabytes) and compatible with ISO-9660.
CFR	Code of Federal Regulations
CHR	Criminal History Record
CIA	Central Intelligence Agency
CJIS	Criminal Justice Information Services
CLE	Certified Latent Examiner
CoE	Center of Excellence

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<b>Abbreviation</b>	<b>Definition</b>
COTS	Commercial Off-the-Shelf
CPR	FBI Photo Services
CPU	Central Processing Unit
CRM	Customer Relationship Management
CSR	Customer Service Representative
DBA	Database Administrator
DC	District of Columbia
DCJS	Division of Criminal Justice Services
DES	Digital Encryption Standard
DHS	Department of Homeland Security
DMS	Database Management System
DOB	Division of the Budget (NYS)
DOCS	Department of Correctional Services
DOD	Department of Defense
DOJ	Department of Justice
DOS	Department of State
DOT	Department of Transportation (NYS)
dpi	Dots Per Inch
DTF	Department of Taxation and Finance (NYS)
DSS	Data Synchronization Service
EAI	Enterprise Application Integration
EBTS	Electronic Biometric Transmission Specification
EFTS	Electronic Fingerprint Transmission Specification
EJB	Enterprise JavaBeans
EMI	Electromagnetic Interference
EMR	Electromagnetic Radiation
ERP	Enterprise Resource Planning
ESD	Electrostatic Sensitive Devices
ETIS	Enhanced Terrorist Identification Service
F&A	Finance and Accounting
FBI	Federal Bureau of Investigation
FCC	Federal Communications Commission
FDMA	Frequency Division Multiple Access
FFL	Federal Firearms Licensee
FIPS	Federal Information Processing Standard
FOC	Full Operating Capability or Final Operational Capability
FPQU	Fingerprint Quality Upgrade

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<b>Abbreviation</b>	<b>Definition</b>
GAO	Government Accountability Office
Gbps	Gigabytes Per Second
GJXDM	Global Justice XML Data Model
GPS	Global Positioning System
GUI	Graphical User Interface
GSP	Gateway Service Provider
HR	Human Resources
IAFIS	Integrated Automated Fingerprint Identification System (FBI)
ICE	Immigration and Customs Enforcement
IDENT	Automated Biometric Identification System (DHS)
iDSM	Interim Data Sharing Model
III	Interstate Identification Index (FBI)
IJAB	Interactive Justice Advisory Board (NYS)
INS	Immigration and Naturalization Service
IOC	Initial Operating Capability or Initial Operational Capability
IT	Information Technology
ITIM	Information Technology Investment Management
ITS	Office of Information Technology Services (NYS)
ITSS	Information Technology Support Services
J2EE	Java 2 Enterprise Edition
JABS	Joint Automated Booking System
JPEG	Joint Photographic Experts Group – Establish standards for data compression typically used in large image files.
JRIES	Joint Regional Information Exchange System
kbps	Kilobits Per Second
kHz	Kilo-Hertz
LAN	Local Area Network
LEO	Law Enforcement Online
LINCS	The “Long-distance Intercity Network Communications System,” New York State’s internal long distance voice/data switching network.
LFP	Latent Fingerprint
LPP	Latent Palm Print
Mbps	Megabytes
MHz	Mega Hertz
MIS	Management Information System

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<b>Abbreviation</b>	<b>Definition</b>
MISI	Multi-Agency Information Sharing Initiative
MRE	Multiple Registration Events
NAS	National Alert System
NCHIP	National Criminal History Improvement Program
NCIC	National Crime Information Center
NFIQ	NIST Fingerprint Image Quality
NGI	Next Generation Identification
NICS	National Instant Background Check System
NIEM	National Information Exchange Model
NIF	Not In File
NIST	National Institute of Standards and Technology
NPPS	National Palm Print System
NSTC	National Science Technology Council
NYeNET	New York State government's high-speed communications carrier whose fiber optic backbone follows the routes of the State's major highways. The NYeNET is fiber infrastructure capable of transporting data, voice and video providing a Statewide Internet.
NYCPD	New York City Police Department
NYPD	New York Police Department
NYS	New York State
NYSID	New York State Identification Number
NYSP	New York State Police
NYSPIN	New York Statewide Police Information Network
OM	Operations Management
OMB	Office of Management and Budget
OMH	Office of Mental Health (NYS)
ORI	Originating Agency Identifier
OTDA	Office of Temporary and Disability Assistance (NYS)
PC	personal computer
PDA	personal digital assistant
PCN	Process Control Number
PM	Project Manager or Program Manager
PMO	Program Management Office
PP	Palmprint
PPD	Palmprint Database
QA	Quality Assurance
RAP	Report of Arrest and Prosecution

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<b>Abbreviation</b>	<b>Definition</b>
RDBMS	Relational Data Base Management System
RFI	Request for Information
RFP	Request for Proposal
RFQ	Request for Quotation
RISS	Regional Information Sharing System
RUP	Rational Unified Process
SAFIS	Statewide Automated Fingerprint Identification System
SAN	Storage Area Network
SCM	Supply Chain Management
SDLC	Software Development Lifecycle
SID	State Identification Number
SIP	Strategic Implementation Planning
SMT	Scars, Marks, Tattoos, and Other Characteristics
SNMP	Simple Network Management Protocol
SOA	Service Oriented Architecture
SRT	Remote Search Results
SSG	Standard Systems Group
TCN	Transaction ID
TCP/IP	Transmission Control Protocol/Internet Protocol
TDB	Temporary Database
TFT	Thin Film Transistor as relates to LCD screens
TOT	Type of transaction
TP/TPID	Tenprint to Tenprint Identification
TP	Tenprint
TPDB	Tenprint Database
TPIS	Tenprint Fingerprint Image Searches
TPS	Tenprint Fingerprint Searches
ULFD	Unsolved Latent Fingerprint Database
ULPD	Unsolved Latent Palm print Database
VQU	Visual Quality Image Upgrade
WAN	Wide Area Network
WCB	Worker's Compensation Board (NYS)
WSQ	Wavelet Scalar Quantization
XCBF	XML Common Biometric Format
XML	Extensible Markup Language
Y2K	Year 2000
YOB	Year of Birth

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Abbreviation	Definition

**13.2. Search Term Abbreviations**

Search Abbreviations	
<b>TP/TPDB</b>	Tenprint Record to Tenprint Database Search
<b>TP/ULFD</b>	Tenprint Record to Unsolved Latent Fingerprint Database Search
<b>PP/PPD</b>	Palmpoint to Palmpoint Database Search
<b>PP/ULPD</b>	Palmpoint to Unsolved Latent Palmpoint Database Search
<b>LFP/TPDB</b>	Latent Fingerprint to Tenprint Database Search
<b>LFP/ULFD</b>	Latent Fingerprint to Unsolved Latent Fingerprint Database Search
<b>LPP/PPD</b>	Latent Palmpoint to Palmpoint Database Search
<b>LPP/ULPD</b>	Latent Palmpoint to Unsolved Latent Palmpoint Database Search

**13.3. Glossary**

Term	Definition
Ad hoc report	Report for the special purpose or end presently under consideration.
Accuracy	the ability to maintain absolute correlation between fingerprint data, biographic data and photographic data
Autoclass	Assignment of fingerprint pattern designation(s) by SABIS, for each rolled and plain fingerprint image
Bad Identification	An identification where the reply indicates an identification to a person on file when, in fact, the print belongs to another individual, whether or not on file.
Offerer	See Vendor
Biographic	Non fingerprint data relating to an individual which is gathered from textual section of the fingerprint card
Candidate List	See Messaging Table
Clarification	Utilization of court accepted tools to improve the clarity of a submitted fingerprint image
Completed	The database conversions for the Ten Print and Latent Print System has been accomplished and the hardware and software has been delivered, installed and accepted for the test and production systems; and acceptance testing has been

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	successful, and proven that all base and chosen optional requirements have been met, including those described in solution descriptions by the Offerer/vendor; and the production system has been implemented and all SAFIS processing has been transitioned to the SABIS.
Composite Record	A record containing an individual's set of fingerprints and/or palm print images comprised of the best image for each specific finger or palm image determined from all images for the specific finger or palm print which are associated with multiple event submissions.
Computerized Criminal History System (CCH)	The DCJS system which contains New York State's central repository of history information for criminal justice and civil event processing.
Consolidations	The merging of an individuals records, parts of which were previously maintained under two NYSID numbers, so that the resultant record is maintained under one NYSID number
Contract Effective Date	The date that the Contract is approved by the New York State Comptroller.
Control	the ability to maintain operational control over the acceptance, transmission and reporting of transactions and data
CXL	Current DCJS database of 10 rolled prints per NYSID
Dubious identification	A dubious identification is a potential identification which includes such criteria as (a) Year of birth difference of seven years or more; or (b) low matching scores, or the equivalent. To meet the criteria of a dubious identification, a transaction must match the criteria of (a) or (b).
Duplex	A mode of communications where two channels are used
DXL	Combined CXL/IXL current database.
Elimination Records	A fingerprint, or set of fingerprints, of an individual known to an inquiring agency which are submitted along with an unidentified latent print in order to eliminate that person as a suspect in the latent case

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Electronic Acquisition	Viewing, cropping, and orientation of incoming electronic fingerprints/palm prints received from outside agencies. This enables searching, sequence checking and processing of the prints.
eJustice	DCJS secure web site, accessed with a standard browser, that was developed to meet the needs of the Criminal Justice community
Exception Processing Unit	Exception Processing Unit – This unit handles exception processing in instances where a transaction falls outside what is considered to be normal processing. There are two types of transactions: TCN-based and NYSID-based. TCN-based exception processing transactions cannot be resolved by a verification/validation operator so must be addressed before the final results can be sent back to the contributor. NYSID-based exception processing transactions have already completed the identification process. These can be done at a later time and have a lower priority than TCN-based exception processing transactions.
Expandability	The ability of the Network to be incrementally enhanced to support, without replacement, the additional system loading necessary to accommodate growth
Filtered Name Search	Name search process that eliminates candidates based on filters such as pattern non-matches.
Forensic	The use of a multi-modal biometric identification system such as but not limited to, the processing of rolled fingerprint images, slap fingerprint images, palmprint images, and latent print images to investigate and establish evidence for use in a court of law.
Front end Processing	Front End processing is the processing that takes place prior to searching. It includes acquisition, pattern and quality assignment, coding and quality control.
Full Duplex	A mode of communication where two channels are used for simultaneous transmit and receive.

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Government Site	Property, structure or facilities owned by a governmental entity, including the State, or any federal, political subdivision, local governmental entity, or public authorities and public benefit corporations, or any sites under the legal control or management of such entities.
Half Duplex	A mode of communications where two channels are used for non-simultaneous transmit and receive.
Hardcopy Acquisition	Acquiring a hard copy fingerprint/palm print card using an FBI certified scanner. This involves scanning the fingerprints/palm prints for viewing, cropping, and orientation for processing as well as searching purposes.
High Name Search Score	A DCJS defined value where the result from a name search is very certain to be an identification.
Histogram	A graphical display of tabulated frequencies. In the context of this RFP it will generally refer to the distribution of pixels in a grey scale from 0 to 256
HVAC	Heating, Ventilation, Air Conditioning
Identification Technician	Ten print workstation operator
Identification Retained	A transaction that is searched and saved to the target database
Identification Returned	A transaction that is searched against the target database but is not inserted/updated to the target database.
Implementation	System implementation shall be achieved when (a) all transactions are being processed on the new SABIS; and (b) no transactions are being processed on the current DCJS SAFIS. In other words, system 'cutover' has occurred.
In-Building	Any area confined within a man-made structure including, but not limited to, tunnels and other underground areas that require coverage.
Interoperability	The ability of two or more systems or components to work together within and across organizational boundaries in order to advance the effective delivery of

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	information without special effort on the part of the customer
Invalidated Identification	This occurs when an identification is made against an individual whose images were removed from file, either by death or seal orders, between the time that the suspect was produced in the search process and the identification was completed.
IXL	Current DCJS database of 2 index finger rolled prints per NYSID
Key Subcontractors	Any entity responsible for providing any of the products or services to the Vendor-Managed Civil Fingerprint Capture System defined in section 6.13 of the RFP.
Latent Case Number	Current DCJS Latent Case Numbers are composed of a default seven character Submitting Agency ID, single character month (values in 1-9, O, N, D,) two digit year, and five digit specific case number.
Latent Case Tracking	Detailed record management of latent cases and the evidence/assets associated with each case may include but not be limited to:  Receiving Latent Case evidence/assets Evidence chain of custody, physical and digital <ul style="list-style-type: none"> <li>• Processing Latent Print Examiner/s</li> <li>• Authenticated image clarification processing/calibration</li> <li>• Import/Export of Digital assets</li> </ul>
Latent Cluster	A Latent Cluster is a grouping of more than one latent fingerprint impression that comes from the hand of one subject.
Latent Crime Region	A geographic area of the State of New York defined by DCJS
Latent Evaluation	One-to-one comparison
Latent Examiner	Latent workstation operator
Latent Search	The term “Latent Search” refers to the preparation and search of a single latent finger or palm image. Therefore, a single latent finger or palm print lift from a crime scene may be utilized to create multiple latent searches.

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Latent Search Ineligible	A civil tenprint input transaction which, either by law or user agency request, may not be searched against the Unsolved Latent file, or have subsequent searches done against it.
Latent Verification	Second or subsequent comparison
Lossless	A term describing a data compression algorithm which retains all the information in the data, allowing it to be recovered perfectly by decompression.
Multiple Registration Event (MRE)	Reference to a single event's group of information when more than one group of event information is retained. In the SABIS, a group of event information is the fingerprint and/or palm print images and associated data, where each group is related to a specific event.
Missed Identification	Replying to a fingerprint inquiry as a non-identification when the individual's prints are on file.
NYSID Subscription	Valid users from authorized criminal justice agencies can subscribe to a specific NYSID Number so that they will receive a notification from DCJS when subsequent fingerprint based activity occurs for that individual
Pattern Match	A match where a) the search fingerprint pattern is exactly the same as the candidate fingerprint pattern, b) a primary or reference pattern of the search finger is the same as candidate finger, c) a search finger or candidate finger is denoted as M(issing), or d) a search finger or candidate finger is denoted as U(known). Rules governing pattern matches may be changed, per DCJS.
Pattern Updating, Automatic	See Autoclass
Pattern Updating, Manual	Assignment of fingerprint pattern designation(s) by experienced Identification Technicians.
Predict	An older compression algorithm still in use on an estimated 8% of the existing SAFIS fingerprint files.

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Pricing	The Offerer's pricing schedules set forth in the Offerer's <i>Financial Proposal</i> .
Priority	Numerical importance given to a transaction. Priority 1 is the highest priority.
Prime Contractor	The successful Offerer who has executed a Contract as a result of an award made by the State in response to this RFP.
Printing	The term "printing" in the RFP means the ability to print directly to a printer with the ability to print to a file as a secondary option.
Public Safety Agency	A public safety agency shall be defined to be governmental and public entities at the state, federal or local level, or those non-governmental, private organizations that are properly authorized by the appropriate governmental authority, that protect and preserve life, property, or natural resources, or that serve the public welfare.
Public Service Agency	A public service agency shall be defined to be governmental and public entities at the state, federal or local level, or those non-governmental, private organizations that are properly authorized by the appropriate governmental authority, that furnish, maintain, and protect the nation's basic infrastructures or that are required to promote the public's safety and welfare.
Recheck	Additional review of a transaction by an Identification Technician before the final non-identification decision is made.
Reconciliations	Checking of subsystems for consistency for data integrity purposes.
Refresh	See "Technology Refresh"
Region (Latent Crime)	A geographic area of the State of New York defined by DCJS.
Rollout	All Livescan sites, systems, personnel and infrastructure ready for business.
Seal Order (Seal)	An order from a court specifying that all fingerprints, photographs, and other data which DCJS has on file in regards to a specific case decided in favor of the offender be sealed and the documents expunged.

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Store and Forward System	Store and Forward is an electronic two-way interface between remote live scan and card scan fingerprinting sites and the data systems at DCJS whereby fingerprint images, data, photographs, palmprints, and signatures are received and processed before being stored at DCJS and then forwarded on to the FBI, if applicable.
Store and Forward Transaction Result Message	An electronic message sent by DCJS, and the FBI if applicable, at the conclusion of identification processing of a fingerprint transaction to indicate that the transaction resulted in either a hit (identification) or no-hit (non-identification).
Subcontractor	Any commercial entity responsible for providing any products or services specified in the RFP, works with identified Offerer/Vendor
System Implementation	See "Implementation"
Technology Refresh	Any process that shall (a) ensure that the Offerer's/vendor's software stays no less than two (2) releases from the latest available release; and (b) ensure that the SABIS hardware is refreshed every four (4) years or more frequently throughout the duration of the Contract.
Tenprint Record	The data and images associated with a fingerprint card submission. When used in the context of existing DCJS processing only 2 or 10 images are associated. When used in the context of the proposed system 14 images are input and 20 images are maintained.
Tenprint Verification	One-to-one comparison
Tenprint Validation	Second or subsequent comparison
Tentative Rejection Transaction	Transaction that does not get rejected during initial processing, but has poor quality and/or rejection reasons selected. If this transaction is a non-identification, it will become an actual rejection at the end of the process.
Third Party Sites	Non-Governmental Sites.
TCR	Transaction Control Reference – Used for reporting the TCN of a previously submitted transaction to permit proper linking of the

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	current transaction with the original transaction.
User(s)	Personnel who are authorized to access the SABIS for criminal justice purposes.
Vendor	The term "Vendor" refers to any eligible entity submitting a responsive Bid Proposal to this solicitation.
Work Queue	For the purpose of these requirements, a Work Queue is defined as a user interface feature enabling a user to view all work available for processing and enabling them to initiate work on a specific item.

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