CONTRACT NO. CA 09 1106

CONTRACT AND ENCUMBRANCE INFORMATION SHEET
AN ORIGINAL AND 1 COPY OF THIS FORM MUST BE SUBMITTED

THIS SHEET MUST BE COMPLETED, SIGNED BY THE DEPARTMENT HEAD AND DIVISION DIRECTOR AND ATTACHED TO ALL CONTRACT AND RESOLUTION PACKETS BEFORE ANY ACTION WILL BE TAKEN.

1. Department Requesting Services: Shelby County Sheriff's Office

2. Preparer's Name, Telephone #, and E-Mail Address:
Wink Downen, 901-545-5188, Wink.Downen@shelby-sheriff.org

3. DESCRIPTION OF ITEM TO BE PURCHASED, BUILT, OR SERVICE TO BE PROVIDED:
Mobile AFIS System and software

4. NAME, ADDRESS AND VENDOR NUMBER, AND EOC NUMBER OF VENDOR/CONSULTANT/AGENCY WITH WHICH SHELBY COUNTY WILL BE CONTRACTING:
Printrak, a Motorola Company
1250 North Tustin Avenue
Anaheim, CA 92807
VENDOR NO. Vendor#17787
EOC NO. EOC-V-0409-12783

5. COST OF ITEM OR SERVICE REQUESTED: $195,000.00

6. TERM OF PROPOSED CONTRACT/AGREEMENT: One year from contract signing

7. FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) **FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH**
485-610501-7003

8. COMMODITY CODE:

9. VENDOR/CONSULTANT/AGENCY SELECTED BY (CHECK ONE):
PLEASE ATTACH APPROVAL DOCUMENTS

a. _____ Bid/RFP Process - # & Date _____
b. __x__ Emergency/Sole Source

10. LOSB/MBE INFORMATION: Please check the appropriate description

_____ MBE (MINORITY OWNED BUSINESS ENTERPRISE)
_____ MALE _____ FEMALE
_____ WBE (WOMEN OWNED BUSINESS ENTERPRISE)
_____ LOSB (LOCALLY OWNED SMALL BUSINESS)
ANNUAL SALES DOES NOT EXCEED $3 MILLION
_____ N/A

11. SPECIAL INSRUCTIONS (ROUTING, FUNDING, BUDGET TRANSFER IN PROCESS)

_____

REVIEWED AND APPROVED BY:

W. Downen 8-19-08
DEPARTMENT HEAD DATE

_____
ELECTED OFFICIAL

J H Kennedy 8-20-08
DIVISION DIRECTOR DATE

Purchasing Department
160 N. Main, Suite 550
Memphis, TN 38103
(901) 545-4360
Fax: (901) 545-4531

Shelby County
Tennessee

A C Wharton, Jr., Mayor

Memorandum

To: Wink Downen
Sheriff's Department

From: Clifton Davis, Administrator
Purchasing Department

Date: December 9, 2005

Re: Sole/Single Source Request – Motorola Printrak Biometric Identification Solution, Inc.

Mayor Wharton approved Motorola, Inc. on December 9, 2005 as a sole source provider for the Motorola Printrak Biometric Identification Solution (Printrak BIS) Upgrade. I have enclosed a copy of the executed sole source document.

If you have any questions, let me know.

/ddl

Enclosures

cc: Pam Skelton, Contract Administrator

Purchasing Department
160 N. Main, Suite 550
Memphis, TN 38103
(901) 545-4365
Fax: (901) 545-4531

Shelby County Tennessee

A C Wharton, Jr., Mayor

Memorandum

To: **Honorable A C Wharton, Jr.**
Shelby County Mayor

From: **Clifton Davis, Administrator**
Purchasing Department

Date: **December 9, 2005**

Re: **Sole/Single Source Request-Motorola Printrak Biometric Identification Solution (Printrak BIS) Upgrade**

Motorola is the manufacturer of the Printrak Biometric Identification Solution (Printrak BIS) currently used by Shelby County Sheriff's Office (SCSO). SCSO desires to upgrade the current system utilizing funds in the amount of $1,825,065 appropriated from FY 2005/2006 C.I.P. Budget # 925-101525-7024- AFIS Upgrade. This upgrade is necessary because the equipment has reached its life expectancy and will not be supported by the vendor after December 31, 2006. It is not feasible to replace the current equipment with new equipment because the cost of new equipment (approximately $5,000,000) and the cost to convert ($400,000-$1,600,000) the current databases far exceed the upgrade cost. In addition, fingerprints could be lost.

Utilizing the same vendor (Motorola) would allow SCSO to electronically convert its database, thus saving several hundred thousand dollars. In addition:

1. Motorola is the owner and sole developer of all the hardware and software listed within Reference 00-0408-0813;
2. Motorola has exclusive access to the proprietary software that is needed to maintain and support all the Motorola hardware and software.
3. Motorola has a strong presence in SCSO area and can guarantee prompt resolution of problems with any Motorola hardware and software. This level of support can only be offered by Motorola and will eliminate debates or delays caused when multiple vendors supply components of a networked AFIS system.
4. No other vendor can access the proprietary software needed to maintain and support Motorola's hardware and software.

5. If new equipment is purchased, Memphis Police Department and Juvenile Court would have to purchase new equipment to integrate with the system. Their current records are tied into SCSO existing systems.
6. Tennessee Bureau of Investigations (TBI) and Arkansas State Police (ASP) are Motorola Printrak users. This upgrade will allow SCSO to interface with their systems.

Based upon the above, please approve or disapprove this request in the space provided below designating Motorola as a single/sole source for the upgrade of SCSO's Printrak Biometric Identification Solution (Printrak BIS).

APPROVED: ✓

APPROVED WITH CHANGES: _____

DISAPPROVED: _____

DATE: 12/09/05

A C WHARTON, JR., MAYOR

AFIS UPGRADE SOLE SOURCE JUSTIFICATION

1. The proposed AFIS upgrade will utilize the existing 10 print and latent print database with no expensive and disruptive data conversion. It should be noted that this data base has been created over a 15 year period and has been quality controlled from day one. There is a strong concern that if the database has to be converted by a new vendor that 15 years of quality control could be lost. If the database had to be manually converted it would take several months with considerable overtime costs.

2. Selection of a new vendor would require the latent database to be reentered manually. Crime scene prints are of poor quality and can not be electronically converted. With over 12,000 latent case prints this would be a costly and very time consuming process.

3. The seamless compatibility between the Tennessee Bureau of Investigation, the Arkansas State Police and the Sheriff's Office would be lost if a new vendor is selected. With a new vendor the need for an interface would be needed. This requires additional costs and requires both vendors to provide their side of the interface. This can create blame passing when there are system problems.

4. There would be a lost of that same seamless compatibility between the Memphis Police Department and Juvenile Court and the department's AFIS if sole source is not allowed.

5. Additional training cost would be needed to retrain all parties involved in the AFIS operations. These parties include all R/I technical staff, all Jail Intake processing staff, all AFIS specialist and the department's AFIS engineer. The AFIS specialists and engineer have over 15 years of working knowledge on the current system and its operational workflows. This would be lost if a new vendor is selected.

It should be noted that both the TBI and ASP are in the process of upgrading their AFIS systems. Both of their systems are by the same vendor and they will sole source their upgrades.

- A single vendor interface eliminates "blame-passing"
- Single source of maintenance

- Single vendor is knowledgeable/capable of supporting interoperability
- No "interoperability by committee of vendors"
- Product life cycles will be synchronized in terms of software versioning

In addition to Motorola/Printrak International, there are three other vendors of AFIS systems (NEC, Cogent and Sagem Morpho), approved for use by the Federal Bureau of Investigation.

Database Conversion: Migrating to another vendor's equipment and software would require Shelby County to convert the existing fingerprint cards, convert existing palm print cards, configure a new system, re-establish interoperability with the state MPD and Juvenile Court.

While no actual estimates have been determined, the nature of the conversion with an upgrade would involve an electronic conversion of existing electronic data. The nature of a conversion for an open market procurement resulting in a new vendor would involve manually re-scanning more than 400,000 ten-prints and 12,000 latent fingerprints. The actual fingerprint cards are usually shipped to the vendor's scanning facilities, exposing them to risk of loss, destruction or damage. The risk, in addition to the per card costs would be prohibitive. The cost per card varies by vendor from $1.00 to $4.00.

Feature/Product	Cogent	NEC	Morpho	Printrak/ Motorola
AFIS – Back End Database	I	I	I	I
AFIS –Middle Tier (Latent and 10 Print Stations)	I	I	I	I
Livescan		*	Partner	I

Key:
I – Integrated in the Product Line presently on the Market
Partner – Not integrated, available from strategic partner of the company
* - Company claims to "integrate with any COTS product"
Primary Product – Company markets only one component in the field

Shelby County Sheriff's Office

Mark H. Luttrell, Jr., Sheriff

AFIS Section

"Identification is our only business"

Criminal Justice Center, 201 Poplar, Suite B-106
Memphis, TN 38103

INTER-OFFICE MEMORANDUM

TO: Wink Downen, Director Information Systems

DATE: October 27. 2005

FROM: Stan Sellers, Manager AFIS Section

SUBJECT: AFIS Sole Source Recommendation

It is recommended that Shelby County Government continue to sole source the proposed AFIS upgrade for the following reasons.

A RFP was put out in 1989 for an AFIS system for the Sheriff's Office. Bids were received and reviewed and at the time Printrak International was awarded the bid. Since that time the AFIS system has been upgraded several times when the vendor advised that equipment was becoming obsolete and could not be supported. During these upgrade requests, the County Commission approved the sole source approach as in the best interest for the County.

Several factors entered into making that decision. Networking with the Tennessee Bureau of Investigation (TBI) was a key factor in selecting and keeping the same vendor since TBI had a compatible Motorola/Printrak AFIS system. Also additional cost would have been incurred in converting the paper fingerprint files if another vendor was selected.

With the current proposed upgrade several new features will be added that also reflect the need to continue the sole source approach to AFIS. The connection to TBI will be upgraded adding the ability to perform complete 10 fingerprint searches along with the ability to search prints from crime scenes. We have also contacted Arkansas State Police and are in the process of getting an agreement that would allow for searching their AFIS database which is also a Motorola/Printrak system. In addition the upgrade will allow us to access the FBI fingerprint files networking through the TBI AFIS system. Palm print capture, store and search capabilities are being added and TBI has tentatively agreed to pay the cost of converting approximately 45,000 palm cards at a cost of about $125,000.00.

Staying with the same vendor will allow us to electronically convert our database thus saving several hundred thousand dollars if we did not sole source the proposed upgrade.

Office: 901-545-3855 Fax: 901-545-3801 Email: SellersS@shelby-sheriff.org

MOTOROLA

13 September 2005

Mr. Stan Sellers
Manager, AFIS Unit
Shelby County Sheriff's Office
201 Poplar Avenue
Suite 9-10
Memphis, TN 38103

Email: SellersS@shelby-sheriff.org

Re: Sole Source Justification for an upgrade to a Motorola Printrak Biometric Identification Solution (Printrak BIS) - Reference 00-0408-08B

Dear Mr. Sellers:

Motorola, Inc. (Motorola) is pleased to provide the Shelby County Sheriff's Office (SCSO) with the following justification for an upgrade to a Motorola Printrak Biometric Identification Solution (Printrak BIS) on a sole source basis from Motorola.

Motorola is the owner and sole developer of all the hardware and software listed within the Reference 00-0408-08B. Motorola also has exclusive territory rights for providing such service to SCSO. No other vendor has access to the proprietary software that is needed to maintain and support all the Motorola hardware and software.

Motorola has a strong local support presence and can guarantee prompt resolution of problems with any of your Motorola hardware and software. Motorola can only offer this level of support for a Motorola provided product. By taking complete responsibility, Motorola provides this reassurance, avoiding the debate or delay caused when multiple vendors supply components of a networked AFIS system.

Included in this package is a copy of Reference 00-0408-08B, Sample ISD System Agreement, Acceptance Test Plan, Implementation Plan, and Statement of Work for your SCSO AFIS 2000 upgrade to Printrak BIS.

- Adding report printers to all ID Stations and LiveScan Stations, with 1 for Records and Identification (R&I) and 1 for system administration (14 total).
- Adding UPS to all proposed components (workstations and backend, including Review Stations).
- Adding Descriptor Data Entry (DDE) logic to ID Stations, including a descriptor data interface to an external Dataworks mugshot system.
- Updating throughput and response time requirements
- Retaining 3 existing LSS3000U stations for standalone card printing and spare parts.
- Including dimensions and power requirements for all proposed components.

Motorola is pleased to present this proposal, which will be valid through 12 March 2006, after which availability and prices are subject to change. Should you require further assistance, please contact George Hodges at (407) 786-5277 x340. We look forward to speaking with you further.

Sincerely,

Robert A. Knowlton
MCEI Vice President and Director System Integration
Government & Enterprise Mobility Solutions
Motorola, Inc.
www.motorola.com/biometrics

Attachments: Acceptance Test Plan
Implementation Plan
Statement of Work

Printrak System Agreement

Printrak International Incorporated, a Motorola company ("Printrak" or "Seller"), [select one] having a place of business at 1250 N. Tustin Ave., Anaheim, CA 92807 and Shelby County Government, Tennessee, ("Customer"), having a place of business at 201 Poplar Avenue, Room 921, Memphis, TN 38103, enter into this System Agreement ("Agreement"), pursuant to which Customer will purchase and Seller will sell the System, as described below. Seller and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows:

Section 1 EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
Exhibit C	Motorola Proposal Dated April 7, 2008
Exhibit D	"System Acceptance Certificate"
Exhibit E	"Memorandum of Insurance"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement shall have the following meanings:

"Acceptance Tests" means the test plan agreed to by the parties and more specifically described in Exhibit B-2 (Statement of Work) of this Agreement, as may be modified by the parties by written Change Order.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Contract Price" means the price for the Products, exclusive of any applicable sales or similar taxes and freight charges.

"Effective Date" means that date upon which the last party to sign this Agreement has executed the Agreement.

"Equipment" means the hardware listed in the List of Products.

"Infringement Claim" means a claim that the Equipment manufactured by Motorola or the Motorola Software infringes a Canadian patent or copyright.

"Motorola" means Motorola, Inc., a Delaware corporation, or Motorola Canada Limited, as the case may dictate.

"Motorola Software" means Software that Motorola or Printrak owns.

"Non-Motorola Software" means Software that a party other than Motorola or Printrak owns.
"Open Source Software" means software that has its underlying source code freely available to evaluate, copy, and modify. Open Source Software and the terms "freeware" or "shareware" are sometimes used interchangeably.

"Printrak" means Printrak International Incorporated, a Motorola company.

"Products" mean the Equipment and Software provided by Seller under this Agreement.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola or Printrak under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola, Printrak, or another party.

"Software" means the Motorola and Non-Motorola Software in object code format that is furnished with the Products and which may be listed on the List of Products.

"Specifications" means the design, form, functionality, or performance requirements described in the Technical and Implementation Documents and any published descriptions of the Products.

"Subsystem" means a major portion of the entire System that performs specific functions or operations as described in the Technical and Implementation Documents.

"System" means the Equipment, Software, services, supplies, and incidental hardware and materials combined together into a system as more fully described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Seller will provide, ship, and install (if applicable) the System and Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement and in accordance with Exhibit C attached hereto and incorporated fully herein.

3.2. CHANGE ORDERS. Either party may request changes within the general scope of this Agreement. Neither party is obligated to perform requested changes unless both parties execute a written change order. Seller acknowledges its understanding that any changes that may cause the Contract Price to exceed that currently authorized by Customer's Board of Commissioners must also be authorized in advance by the Board of Commissioners for the Change Order to become effective.

3.3. TERM. Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the parties, the term of this Agreement shall begin on the Effective Date and shall continue until the date of System Acceptance or expiration of the warranty period as set forth in Section 8, whichever occurs last.

3.4. ADDITIONAL EQUIPMENT, SOFTWARE, OR SERVICES. During the Term of this Agreement, Customer may order additional Equipment, Software, or services provided they are then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. The applicable provisions of this Agreement (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment, Software, or services. Payment is due within thirty (30) days after the invoice date, and Seller will send Customer an invoice as the additional Equipment is shipped, Software is licensed, or services are performed.

3.5. MAINTENANCE SERVICE. This Agreement does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Seller will provide a separate maintenance and support proposal upon request.

3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement for the Customer's intended use