CONTRACT #25
RFS # 348.00-009

Tennessee Bureau of Investigation

VENDOR:
Printrak International, Inc., a Motorola Company

REQUEST: NON-COMPETITIVE CONTRACT

Tennessee Bureau of Investigation
901 R.S. Gass Blvd.
Nashville, TN 37216

RECEIVED
MAY 15 2007
FISCAL REVIEW

APPROVED

Commissioner of Finance & Administration
Date:

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.

1) **RFS #**	348.00-009
2) **State Agency Name :**	Tennessee Bureau of Investigation
3) **Service Caption :**	Provision of maintenance and support of the AFIS (automated fingerprint identification system) BIS (biometric identification system.)
4) **Proposed Contractor :**	Printrak International, Inc. a Motorola Company
5) **Contract Start Date :** (attached explanation required if date is < 60 days after F&A receipt)	June 28, 2007
6) **Contract End Date IF all Options to Extend the Contract are Exercised :**	June 27, 2012
7) **Total Maximum Cost IF all Options to Extend the Contract are Exercised :**	$2,750,000.00
8) **Approval Criteria :** (select one)	☒ **use of Non-Competitive Negotiation is in the best interest of the state**
	☐ **only one uniquely qualified service provider able to provide the service**

9) Description of Service to be Acquired :

Maintenance and support on the Automated Fingerprint Identification System. The maintenance will be for a dedicated on-site technician who will provide primary support on the software as needed from 8:00 a.m. to 5:00 p.m. Monday through Friday. At other times, the Contractor will have a four hour on-site response time. TBI will have unlimited telephone support available 24 hours a day, 7 days a week with a one hour response time. It also includes both standard and supplemental releases, updates and access to the Motorola Support website. The maintenance and support agreements cover system failure (critical and non-critical) inconvenience, and enhancements.

10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :

Maintenance and support is needed for the AFIS which is used by all law enforcement agencies around the state.

11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used :

This service was purchased in the past through a non-competitive contract. In July 2005, the TBI spent $ 2,980,306 to upgrade the system from the AFIS 2000 to the BIS. The total amount that is invested in the project is over five million dollars.

12) Name & Address of the Proposed Contractor's Principal Owner(s) :
(not required if proposed contractor is a state education institution)

Printrak International, Inc. A Motorola Company, 1250 Tustin Avenue, Anaheim, CA 92807

13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :

The Contractor has provided services to the State for the past five years. The State has been very pleased with the services provided.

14) Documentation of Office for Information Resources Endorsement :
(required only if the subject service involves information technology)

select one:	☐ Documentation Not Applicable to this Request	☒ Documentation Attached to this Request

15) Documentation of Department of Personnel Endorsement :
(required only if the subject service involves training for state employees)

select one:	☒ Documentation Not Applicable to this Request	☐ Documentation Attached to this Request

16) Documentation of State Architect Endorsement :
(required only if the subject service involves construction or real property related services)

select one:	☒ Documentation Not Applicable to this Request	☐ Documentation Attached to this Request

17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

The AFIS is a proprietary system that would have to be totally rebuilt should a new vendor provide the maintenance and support. Only Printrak can provide the maintenance. Printrak built the system and knows this particular system.

18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process :
(Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)

The State has invested millions of dollars into this system and it is in the best interest of the state to continue using this vendor for maintenance and support until a new system needs to be purchased.

REQUESTING AGENCY HEAD SIGNATURE & DATE :
(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

Agency Head Signature	**Date** 5/7/07

FAX TRANSMITTAL

to Request OIR Procurement Endorsement

TO : Jane Chittenden, Director
OIR Procurement & Contract Management — **FAX # 741-6164**

FROM : Nancy Myers, Staff Attorney — **FAX # 744-4656**

DATE : May 7, 2007

RFS # 348.00-009

RE : Procurement Endorsement — AFIS Maintenance and Support

NUMBER OF FAX PAGES (including cover) : 4

The nature and scope of service detailed in the attached service procurement document(s) appears to require Office for Information Resources (OIR) review and support, because the procurement involves information technology or information systems services.

This communication seeks to ensure that OIR is aware of the procurement and has an opportunity to review the matter. Please determine whether OIR is supportive of the procurement. If you have any questions or concerns about this matter, please call **Nancy Myers at 615-744-4296.**

Please indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).

Thank you for your help.

Attachment(s)

OIR Endorsement :

Bill Grzell (gc) 5/8/07

OIR Chief Information Officer **Date**

FA CONTRACT INFORMATION SUPPLEMENT

FOR ALL FA-TYPE CONTRACTS — COMPLETE EITHER SECTION A OR SECTION B

Contract RFS #	348.00-009
Contractor:	Printrak International, Inc., A Motorola Company

SECTION A— CONTRACTOR IS AN INDIVIDUAL	**SECTION B— CONTRACTOR IS A COMPANY** (*e.g.*, sole proprietorship, partnership, or corporation)
Is or has the contractor been a state employee? ☐ **NO** *(no additional information required)* ☐ **YES**	**Does an individual, who is or has been a state employee, own controlling interest in (or own) the contractor company?** ☒ **NO** *(no additional information required)* ☐ **YES**
Was such employment within the past six months? ☐ **NO** ☐ **YES** *(an approved rule exception permitting a contract within six months of employment is also required)*	**Was such employment within the past six months?** ☐ **NO** ☐ **YES** *(an approved rule exception permitting a contract within six months of employment is also required)*
Does the contractor receive Tennessee Consolidated Retirement System (TCRS) retirement benefits? ☐ **NO** ☐ **YES** *(the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)*	**Does the individual who owns controlling interest in the contractor company receive Tennessee Consolidated Retirement System (TCRS) retirement benefits?** ☐ **NO** ☐ **YES** *(the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)*

SIGNATURE

SERVICE CONTRACTS COORDINATOR **DATE**

FA CONTRACT INFORMATION SUPPLEMENT

FOR ALL FA-TYPE CONTRACTS — COMPLETE EITHER SECTION A OR SECTION B

Contract RFS #	348.00-009
Contractor:	Printrak International, Inc., A Motorola Company

SECTION A— CONTRACTOR IS AN INDIVIDUAL	**SECTION B— CONTRACTOR IS A COMPANY** (*e.g.*, sole proprietorship, partnership, or corporation)
Is or has the contractor been a state employee? ☐ **NO** *(no additional information required)* ☐ **YES**	**Does an individual, who is or has been a state employee, own controlling interest in (or own) the contractor company?** ☒ **NO** *(no additional information required)* ☐ **YES**
Was such employment within the past six months? ☐ **NO** ☐ **YES** *(an approved rule exception permitting a contract within six months of employment is also required)*	**Was such employment within the past six months?** ☐ **NO** ☐ **YES** *(an approved rule exception permitting a contract within six months of employment is also required)*
Does the contractor receive Tennessee Consolidated Retirement System (TCRS) retirement benefits? ☐ **NO** ☐ **YES** *(the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)*	**Does the individual who owns controlling interest in the contractor company receive Tennessee Consolidated Retirement System (TCRS) retirement benefits?** ☐ **NO** ☐ **YES** *(the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)*

SIGNATURE

SERVICE CONTRACTS COORDINATOR **DATE**

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE BUREAU OF INVESTIGATION
AND
PRINTRAK INTERNATIONAL INC, A MOTOROLA COMPANY

This Contract, by and between the State of Tennessee, Tennessee Bureau of Investigation, hereinafter referred to as the "State" and Printrak International, Inc., a Motorola Company, hereinafter referred to as the "Contractor," is for the provision of maintenance the provision for maintenance and support for the AFIS (automated fingerprint identification system), as further defined in the "SCOPE OF SERVICES."

The Contractor is A FOR-PROFIT CORPORATION.

Contractor Vendor Identification Number: 33-0070547
Contractor Address: 1250 Tustin Avenue, Anaheim, CA 92807
Contractor Place of Incorporation or Organization: Delaware

A. SCOPE OF SERVICES:

A.1. The Contractor will provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.

A.2. The Contractor will provide maintenance and support for the Printrak Biometric Identification System. Maintenance and support will be coordinated through a dedicated on-site technician provided by the Contractor. The principal period of maintenance will be from 8:00 a.m. to 5:00 p.m. Monday through Friday, with unlimited telephone support 24 hours a day, 7 days a week. The telephone response will be within 1 hour of notification of a problem.

A.3. The Contractor will provide software support that includes remote dial-in analysis, supplemental releases and updates, standard releases and updates, automatic call escalation, access to Motorola support website, and software customer alert bulletins. The on-site response for software support will be within 4 hours of notification of a problem.

A.4. The Contractor will provide hardware support that includes product repair, defective parts replacement, escalation support, hardware vendor liaison, equipment inventory detail management, hardware service reporting, and hardware customer alert bulletins. The on-site response for hardware support will be within 24 hours of notification of a problem.

A.5. The Contractor will provide Parts support and parts will be ordered and shipped the next business day. Contractor will provide Parts customer alert bulletins. If the State chooses to do the on-site hardware support, TBI will order and replace the part and the Contractor will make telephone technical support for parts replacement available.

A.6. The State will maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

A.7. The State shall provide standard industry precautions ensuring database security per the Contractor's recommended backup procedures.

A.8. The State shall ensure system accessibility, which includes physical access to buildings as well as remote electronic access. Remote access will be coordinated with the TBI AFIS Administrator.

A.9. The Contractor will provide maintenance and support coverage for all products listed in Attachment 2.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on June 28, 2007 and ending on June 27, 2012. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Million Seven Hundred Fifty Thousand ($2,750,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

Service	Amount
Monthly Maintenance and Support	$ 43,660.00 per month
Billable Rates on Services not provided under Maintenance Agreement between 8:00 a.m. and 5:00 p.m. Monday through Friday with two hour minimum	$ 160 per hour
Billable Rates on Services not provided under Maintenance Agreement after 5:00 p.m. Monday through Friday, weekends or federal holidays with two hour minimum	$ 240 per hour

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

C.4. Change Order Rate and Maximum Cumulative Amount. The Change Order Rate for additional engineering efforts by Motorola, requested by the State, beyond the scope of the Maintenance and Support will be quoted at a fixed price based on current service rates in effect at the time of the change. Payments for approved Change Orders will be authorized to a cumulative cost not to exceed $125,000.00 over the life of the contract. Invoices for change orders may be submitted

upon signed acceptance of the change. Such invoices shall, at a minimum include documentation of the State's approval for the change order work to be undertaken, the name of the individual(s) that worked on the change order, the individual's job title, the number of hours required to complete the change order work, the change order quoted price, and the total compensation due to the Contractor for the change order in question. Any enhancements or additions to system functionality made with change orders are considered to become part of the System and shall be included in the scope of services under the System Support Section at no additional monthly charge.

C.5. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract or any amendment thereof until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess

of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document as Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the contractor and made available to state officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the contractor and made available to state officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to

contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract.

The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:
Brad Truitt, Director of Information Systems
Tennessee Bureau of Investigation
901 R.S. Gass Blvd., Nashville, TN 37216
brad.truitt@state.tn.us
Phone # 615-744-4008
FAX # 615-744-4041

The Contractor:
Raffie Beroukhim
Motorola Inc.
1250 Tustin Avenue, Anaheim, CA 92807
raffie.beroukhim@motorola.com
Phone # 714-238-2073
FAX # 714-238-2049

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise

unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.5. State Ownership of Work Products. The State shall have all ownership right, title, and interest, in all work products created, designed, developed, derived, documented, or delivered to the State under this Contract. The State shall have royalty-free and unlimited rights to use or disclose, for any purpose whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.

E.6. State Interest in Equipment—Uniform Commercial Code Security Agreement. The Contractor shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds $5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code—Secured Transaction, found at Title 47, Chapter 9 of the *Tennessee Code Annotated*, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the *Tennessee Code Annotated*, an intent of this Contract document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment or motor vehicles acquired by the Contractor pursuant to the provisions of this Contract document. A further intent of this Contract document is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Contractor pursuant to the provisions of this program's prior year Contracts between the State and the Contractor.

The Contractor hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Contractor hereby grants the State a security interest in said equipment. The Contractor agrees that the State may file this Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Contractor agrees to execute and deliver to the State, upon the State's request, any financing statements , as well as extensions,

renewals, and amendments thereof, and reproduction of this Contract in such form as the State may require to perfect a security interest with respect to said equipment. The Contractor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Contractor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Contractor's breach of any covenant or agreement contained in this Contract, including the covenants to pay when due all sums secured by this Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Contractor agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Contract. The Contractor shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Contract and shall submit an inventory control report which must include, at a minimum, the following:

a. Description of the equipment;
b. Manufacturer's serial number or other identification number, when applicable;
c. Consecutive inventory equipment tag identification;
d. Acquisition date, cost, and check number;
e. Percentage of state funds applied to the purchase;
f. Location within the Contractor's operations where the equipment is used;
g. Condition of the property or disposition date if Contractor no longer has possession;
h. Depreciation method, if applicable; and
i. Monthly depreciation amount, if applicable.

The Contractor shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Contractor shall inventory equipment annually. The Contractor must compare the results of the inventory with the inventory control report and investigate any differences. The Contractor must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Contractor shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

The Contractor shall submit its inventory control report of all equipment purchased with the final invoice submitted under this Contract. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control.

Upon termination of the Contract, where a further contractual relationship is not entered into, or at another time during the term of the Contract, the Contractor shall request written approval from the State for any proposed disposition of equipment purchased pursuant to this Contract. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services and in accordance with any applicable federal laws or regulations.

E.7. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.8. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

E.9. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

E.10. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

E.11. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.12. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

E.13. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

E.14. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

IN WITNESS WHEREOF:

Printrak International Inc. a Motorola Company:

PRINTRAK INTERNATIONAL, INC SIGNATURE DATE

Name of Contractor

Tennessee Bureau of Investigation:

Mark Gwyn, Director DATE

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. GOETZ, JR., COMMISSIONER DATE

DEPARTMENT OF PERSONNEL:

DEBORAH E. STORY, COMMISSIONER DATE

COMPTROLLER OF THE TREASURY:

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY DATE

ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE & DATE:

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

Attachment 2

The following table lists the products under maintenance and support coverage:

NODE NAME	NODE TYPE
TNBIADS001	ADS ADVANCED DATA SERVER
TNBIAMC001	AMC ADAPTIVE MATCHING CONTROLLER
TNBIAMP001	ADAPTIVE MATCHER
TNBIAMP002	ADAPTIVE MATCHER
TNBIAMP003	ADAPTIVE MATCHER
TNBIAMP004	ADAPTIVE MATCHER
TNBIAMP005	ADAPTIVE MATCHER
TNBIAMP006	ADAPTIVE MATCHER
TNBIAMP007	ADAPTIVE MATCHER
TNBIAMP008	ADAPTIVE MATCHER
TNBIAMP009	ADAPTIVE MATCHER
TNBIAMP010	ADAPTIVE MATCHER
TNBIAMP011	ADAPTIVE MATCHER
TNBIAMP012	ADAPTIVE MATCHER
TNBIAMP013	ADAPTIVE MATCHER
TNBIAMP014	ADAPTIVE MATCHER
TNBIAMP015	ADAPTIVE MATCHER
TNBIAMP016	ADAPTIVE MATCHER
TNBIAMP017	ADAPTIVE MATCHER
TNBIAMP018	ADAPTIVE MATCHER
TNBIAMP019	ADAPTIVE MATCHER
TNBIAMP020	ADAPTIVE MATCHER
TNBIAMP021	ADAPTIVE MATCHER
TNBICPI001	CPI SERVER
TNBIDES001	DES DATA EXCHANGE SERVER
TNBIDES002	DES DATA EXCHANGE SERVER
TNBIDPS001	DPS DATA PROCESSING SERVER
TNBIDPS002	DPS DATA PROCESSING SERVER
TNBIEMS001	EXPERT MATCHER
TNBIGWY001	MOBILE AFIS – LSS2000 GATEWAY
TNBIBKS001	MOBILE AFIS – STRATUS SERVER
TNBIJKBX001	MOBILE AFIS
TNBIPMDC001	MOBILE AFIS
TNBIPRC001	MOBILE AFIS
TNBIPRC002	MOBILE AFIS
TNBIPRL001	MOBILE AFIS
TNBIPRM001	MOBILE AFIS
TNBIWFE001	MOBILE AFIS
TNBILCS001	LATENT CASE STATION
TNBIPSS001	PRINTSCAN STATION
TNBIPSS002	PRINTSCAN STATION
TNBIPSS003	PRINTSCAN STATION
TNBIRVS001	RVS REVIEW STATION
TNBIRVS002	RVS REVIEW STATION
TNBIRVS003	RVS REVIEW STATION