

REQUEST FOR BOARD ACTION / CONTRACT CONTROL FORM

Tracking Number: 20.

Date of Request: July 20, 2007

Date Request Received: July 20, 2007

Board Meeting Date Requested: August 6, 2007

Board Meeting Date Assigned: August 6, 2007

Short Title: Resolution Authorizing The Issuance Of A Purchase Order To Motorola Printrak For Maintenance And Support Agreement: \$7,884.00.

- Request Status:**
- Request is proceeding to Board of Commissioners
 - More information is needed – see attached
 - Request on hold – no further information needed
 - Other:

Background: The AFIS machine is a live scan device that enables the SBI to process and respond to criminal fingerprint submissions in less that one day and in many instances in less that two hours. Use of this device with Concealed Handgun Permits along with other applicant and civil fingerprint submissions reduces the amount of time it takes to identify if the individual has a criminal record.

(Administrative Use Only)

Specific Action Requested: Approve purchase order for maintenance and support of AFIS machine to Motorola Printrak in the amount of \$7,884.00. This amount will be taken from 510-401601.

CONTRACT TYPE

- Renewal
- For Service(s)
- Intergovernmental – County as Grantee
 - Federal Grantor
 - State Grantor
 - Grantor
- County as Grantor
 - County Funds
 - Other Funds:
- Revision
- For Equipment

Requested by: Carson Smith
Department: Sheriff
Title:
Contact Phone: 910-259-1514
Contact Fax: 910-259-1509

PURCHASING Budgeted Item: Yes No
Date Rec'd: Reviewed and Approved
 Comments on Reverse

Date Sent: Signed:

ATTORNEY Reviewed and Approved
Date Rec'd: Legal Problem(s)
 Comments on Reverse

Date Sent: Signed:

FINANCE Sufficient Funds Available Not Available
Date Rec'd: Budget Amendment Necessary
8/13/07 Budgeted Amendment is Attached
 Comments on Reverse

Date Sent: 8/13/07 Signed: *D.W.J. McCall*

CLERK Signature(s) Required:
 Board Chairman/County Manager
 Other:

Date Rec'd Approved by Board: Yes No
At meeting on

Manager's Recommendation

Respectfully recommend approval.

LAB
Initials

RESOLUTION: NOW, THEREFORE, BE IT RESOLVED, by the Pender County Board of Commissioners that

a purchase order is authorized to be executed by the County Manager to Motorola Printrak in the amount of \$7,884.00 for support and maintenance of AFIS machine.

Account #: 510-401601

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS _____

YEA VOTES:

Rivenbark ___ Blanchard ___ Brown ___ Tate ___ Williams ___

F.D. Rivenbark, Chairman 08/06/2007
DATE

ATTEST 08/06/2007
DATE



MOTOROLA

February 1, 2007

Pender County Sheriff's Office
Attn: Erik Harvey - I T Dept.
605 East Fremont Street
Burgaw, NC 28425

**RE: Extension to Maintenance and Support Agreement #001318-029
Livescan Station System (LSS2000)**

Dear Mr. Harvey:

By means of this letter, Motorola, Inc., a Delaware corporation ("Motorola" or "Seller") or Printrak International Incorporated, a Motorola company ("Printrak" or "Seller") hereby extends **Pender County Sheriff's Office** maintenance and support agreement as referenced above. Enclosed are two (2) copies of the updated Exhibit A Description of Covered Products, Exhibit B Support Plan, Exhibit C Support Plan Options and Pricing Worksheet and Exhibit D Billable Rates for the period **July 1, 2007** through **June 30, 2008**. Pursuant to Section 3.2 of the original agreement as referenced above, all terms and conditions shall remain in full force and effect.

As you know, Motorola announced the end of life support for the AFIS 2000 product. Although Motorola has guaranteed support on the AFIS 2000 through December 31, 2006, we are pleased to notify you that Motorola is continuing, until further notice, to provide limited support on this product as long as it is covered by a valid maintenance contract. The limited support on the AFIS 2000 includes Normal Break / Fix Maintenance and Parts Availability on a "best effort" basis. Although we have incurred increasing costs associated with parts and labor related to this product, we are including only the standard annual increase associated with your maintenance contract.

Please indicate acceptance of this extension by signing the acceptance block below and **return one copy to my attention at Motorola, Inc., a Delaware corporation or Printrak International Incorporated, a Motorola company at 1250 North Tustin Avenue, Anaheim, California 92807 or fax it to my attention at 714-237-0050 on or before July 1, 2007**. Failure to return this fully executed letter on or before July 1, 2007 will result in a lapse in maintenance, which will be subject to a 10% recertification and reimplementation fee.

If you have any questions or need further clarification, please contact me directly at 714-238-2071 or e-mail dolisemeka@motorola.com.

Sincerely,

Delisa Olisemeka
Contracts Administration Specialist
Motorola, Inc.

Accepted by:

MOTOROLA, INC.

Signed by:

Printed Name: John M. Hiatt

Title: MCEI Vice President of Customer Support

Date: FEB 07 2007

PENDER COUNTY SHERIFF'S OFFICE

Signed by:

Printed Name: Carson H. Sate Jr

Title: Sheriff

Date: 2-20-07



MOTOROLA

Exhibit A

DESCRIPTION OF COVERED PRODUCTS

MAINTENANCE AND SUPPORT AGREEMENT NO. SA #001318-029

CUSTOMER: Pender County Sheriff's Office

The following table lists the Products under maintenance coverage:

Product	Description	Node Name	Qty
LiveScan 2000		NCLV44	1
Lexmark Printer		NCLX44	1

Exhibit B SUPPORT PLAN

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. Services Provided. The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME	TARGET RESOLUTION TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone response within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone response within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification

1.1 Reporting a Problem. Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 Seller Response. Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 Error Correction Status Report. Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. Customer Responsibility.

2.1 Customer is responsible for running any installed anti-virus software.

2.2 Operating System ("OS") Upgrades. Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. Seller Responsibility.

3.1 Anti-virus software. At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 Customer Notifications. Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 Account Reviews. Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 Remote Installation. At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance and Support Agreement)

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

**Exhibit C
SUPPORT PLAN OPTIONS AND PRICING WORKSHEET**

Maintenance and Support Agreement # SA #001318-029
 New Term Effective Start July 1, 2007

Date February 1, 2007
 End June 30, 2008

CUSTOMER: Address (1): Address (2): CITY, STATE, ZIP CODE: CONTACT NAME: CONTACT TITLE TELEPHONE: FAX: Email:	Pender Co. Sheriff's Office 605 East Fremont St. Burgaw, NC 28425 Erik Harvey IT Dept. 910.259.7107 910.259.1509 Erik.harvey@pendersheriff.com	BILLING AGENCY: Address (1): Address (2): CITY, STATE, ZIP CODE: CONTACT NAME: CONTACT TITLE TELEPHONE: FAX: Email:
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For support on products below, please contact Customer Support at (800) 734-6241 or email at cscenter@motorola.com.
 AFIS System DeskScan™ Station LiveScan™ Station Omnitrak™ System Mugshot InstantImage™ Imagetrak™

<u>STANDARD SUPPORT</u>	<u>ANNUAL FEE</u>	<u>SUPPORT OPTIONS</u>	<u>ANNUAL FEE</u>
<input checked="" type="checkbox"/> Advantage – Software Support ♦ 8 a.m. – 5 p.m. Monday to Friday PPM ♦ Unlimited Telephone Support ♦ Remote Dial-In Analysis ♦ Automatic Call Escalation ♦ Access to Motorola Support Website ♦ Telephone Response: 2 Hour	\$ <u>Included</u>	<input checked="" type="checkbox"/> Hardware Support ♦ 8 a.m. – 5 p.m. Monday-Friday PPM ♦ Next day PPM On-site Response ♦ Product Repair ♦ Defective Parts Replacement ♦ Escalation Support ♦ Hardware Vendor Liaison ♦ Equipment Inventory Detail Management ♦ Hardware Service Reporting ♦ Hardware Customer Alert Bulletins	\$ <u>Included</u>
UPLIFTS <input type="checkbox"/> Increase PPM to _____ \$ _____ <input type="checkbox"/> Increase Response Time to _____ \$ _____		<input checked="" type="checkbox"/> Parts Support – “Best effort basis” \$ <u>Included</u> ♦ Parts Ordered & Shipped Next Business Day ♦ Parts Customer Alert Bulletins ♦ <i>If customer is providing their own on-site hardware support, the following applies:</i> * Customer Orders & Replaces Parts * Telephone Technical Support for Parts Replacement Available	

SOFTWARE & HARDWARE SUPPORT TOTAL = \$ 7,884.00
 (SEE EXHIBIT “A” FOR LIST OF EQUIPMENT UNDER MAINTENANCE)

<u>OTHER AVAILABLE OPTIONS</u>	<u>ANNUAL FEE</u>
<input type="checkbox"/> Users Conference Attendance (\$2,650 per Attendee) Year _____ Number Attendees Requested _____ • Registration fee • Roundtrip travel for event (booked by Motorola) • Hotel accommodations (booked by Motorola) • Rental car (booked by Motorola) • Daily meal allowance (determined by Motorola guidelines)	\$ _____
<input type="checkbox"/> Consulting Services - 8 Hour Blocks (plus travel fees)	\$ _____
<input type="checkbox"/> LiveScan 3000 Prism Protection \$1,500 unit/year – Covers labor and material fee for replacement of one (1) prism per year	\$ _____
<input type="checkbox"/> Other: _____	\$ _____
OTHER OPTIONS TOTAL	\$ _____

Prepared by: **Delisa Olisemeka, 714-238-2071, dolisemeka@motorola.com**
FULL TERM FEE GRAND TOTAL* \$ 7,884.00
 *Exclusive of taxes if applicable

Exhibit D
CURRENT BILLABLE RATES

MAINTENANCE AND SUPPORT AGREEMENT NO. SA #001318-029

CUSTOMER: Pender County Sheriff's Office

The following are Seller's current billable rates, subject to an annual change.

COVERAGE HOURS (PPM)	BILLABLE RATES (OUTSIDE THE SCOPE OF A CURRENT- EXECUTED AGREEMENT)
8am-5pm, M-F (local time)	\$160 per hour, 2 hours minimum
After 5p, Saturday, Sunday, Seller Holidays	\$240 per hour, 2 hours minimum

COVERAGE HOURS (PPM)	BILLABLE RATES (WITHOUT AN AGREEMENT)
8am-5pm, M-F (local time)	\$320 per hour, 2 hours minimum
After 5p, Saturday, Sunday, Seller Holidays	\$480 per hour, 2 hours minimum