

BILL NO. S-25-01-14

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving THE MULTIMODAL BIOMETRIC IDENTIFICATION SYSTEM (AFIS) ANNUAL MAINTENANCE - QUOTE DATED NOVEMBER 5, 2024 - \$120,000.00 between NEC CORPORATION OF AMERICA and the City of Fort Wayne, Indiana, as a Special Procurement under I.C. 5-22-10 by and through its Fort Wayne Police Department.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the MULTIMODAL BIOMETRIC IDENTIFICATION SYSTEM (AFIS) ANNUAL MAINTENANCE PROCUREMENT - QUOTE DATED NOVEMBER 5, 2024 - \$120,000.00 between NEC CORPORATION OF AMERICA and the City of Fort Wayne, Indiana, as a Special Procurement under I.C. 5-22-10 by and through its Fort Wayne Police Department, is hereby ratified, and affirmed and approved in all respects, respectfully for:

All labor, insurance, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the procurement of the Multimodal Biometric Identification System (AFIS) Annual Maintenance;

involving a total cost of ONE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS - (\$120,000.00) all as more particularly set forth in said MULTIMODAL BIOMETRIC IDENTIFICATION SYSTEM (AFIS) ANNUAL MAINTENANCE PROCUREMENT between NEC CORPORATION OF AMERICA which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect
from and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY

Malak Heiny, City Attorney

November 5, 2024

Mary Hale
Fort Wayne Police Department
1 E. Main St Ste. 108
Fort Wayne, IN 46802
Mary.Hale@cityoffortwayne.org

Dear Ms. Hale,

The term of your maintenance agreement on your NEC Multimodal Biometric Identification System (MBIS) equipment is due. The annual maintenance charges (AMC) for 2025-26 are \$120,000.00. Please accept this letter as notification of the renewal of your NEC MBIS maintenance coverage effective March 29, 2025, through March 28, 2026.

Description	Maintenance Price
Year 4: March 29, 2025 – March 28, 2026:	120,000.00
Total Annual Amount for Year 4:	\$120,000.00

This is a quotation for annual maintenance charges and does not constitute an invoice. Invoices will be sent separately from our billing team upon receipt of a purchase order.

Please note in the event Fort Wayne Police Department does not renew by March 28, 2025, NEC may charge a late fee equal to the lesser of 1.5% per month [18% per annum] or the maximum rate allowed by law. If the contract is not renewed within 90 days of contract expiration, NEC may deactivate support services and charge a 15% reactivation fee if Fort Wayne Police Department elects to restart support services.

This quotation for annual maintenance charges is governed, in NEC's discretion, by one of the following: (1) NEC's General Terms and Conditions – Hardware and/or Software Maintenance Services; (2) a previously executed contract between the parties for the maintenance services; or (3) a separate mutually agreed upon contract. Purchase orders shall not be accepted by NEC until a mutually agreed upon contract has been executed between the parties.

The NEC team is proud of our history supporting national, state, and local law enforcement in their crucial roles and we are committed to providing you excellent service and support. NEC appreciates your past business, and we look forward to fulfilling your future MBIS needs.

Sincerely,

Maria Hansen

Maria Hansen
Project Specialist
NEC Corporation of America
Ph: 612-242-8038
maria.hansen@necam.com

General Terms and Conditions – Hardware and/or Software Maintenance Services

1. **GENERAL** The General Terms and Conditions ("Agreement") contained herein shall apply to all quotations, renewals and offers made by and purchase orders accepted by NEC Corporation of America ("NEC"). These terms, including terms referenced in any Appendices and/or Exhibit, if any, apply to all NEC Maintenance Services which customer acquires from NEC, except to the extent that terms conflict with an existing contract where those terms and conditions (signed by NEC and customer) shall take precedence over this document. As used herein, "NEC Maintenance Service(s)" means, as applicable, preventive, remedial, repair, special and/or on-site maintenance services relating to NEC equipment, software and/or hardware provided by NEC under this Agreement. The General Terms and Conditions shall take precedence over any terms referenced in customer's purchase order and shall become binding irrespective of whether the customer accepts these conditions by a written acknowledgement, by implication, or acceptance and payment of products ordered hereunder. NEC's failure to object to provisions contained in any communication from customer shall not be deemed a waiver of the provisions herein. Any changes in the terms contained herein, or any additional or different terms must specifically be agreed to in writing, and signed by an authorized representative of NEC before becoming binding on either party. For the purposes of this Agreement, an "Order(s)" means a written binding document outlining additional or different terms covering a specific transaction; such terms shall be contained in a Statement of Work ("SOW"), purchase order, NEC quotation or addendum (together, either collectively or individually), with this Agreement, referred to as an ("Order"). NEC reserves the right to reject any Order which is not credit-approved or does not conform to the provisions of this Agreement.
2. **SCOPE OF THE AGREEMENT** It is the intent of this AGREEMENT that NEC will maintain the hardware and/or software, as applicable, covered in the applicable Order, (the "PRODUCTS") in good working condition, furnish Remedial Maintenance during the Principal Period of Maintenance Coverage and be responsible to the maintenance needs of the CUSTOMER subject to the conditions herein. As used herein, the "Principal Period of Maintenance Coverage" is the period between 8:00 A.M. and 5:00 P.M. (US Pacific time) Monday through Friday, excluding US holidays with next day response for each incident.

As used herein, "Remedial Maintenance" shall mean maintenance performed by the NEC which results from system failure and which is performed as required, on an unscheduled basis.
3. **TERM OF AGREEMENT** Unless otherwise specified in the applicable Order, this Agreement shall be effective from the date specified in the applicable Order, and shall continue for a period of one (1) year ("Initial Term"). Unless one party notifies the other of its intent to terminate the AGREEMENT at least thirty (30) days prior to the expiration of the Initial Term (or at the end of any one-year Renewal Term,) the AGREEMENT shall automatically renew thereafter for additional twelve (12) month terms, upon the same terms and conditions contained herein ("Renewal Term(s)"), except NEC may adjust its service rates to conform to NEC's prevailing local service rates for the renewal term. After the Initial Term, either party may terminate this AGREEMENT at any time upon ninety (90) days written notice.
4. **ELIGIBLE EQUIPMENT** NEC supplied PRODUCTS in good working order are eligible for inclusion under this AGREEMENT. The CUSTOMER may, subject to written acceptance by NEC, add additional PRODUCTS under the terms and conditions of this AGREEMENT by executing an Addendum to this AGREEMENT. Upon NEC's written acceptance, the maintenance and support service charges will be adjusted and/or a CUSTOMER-issued purchase order will be provided to NEC for the additional PRODUCTS being requested. NEC maintenance prices then in effect shall apply and the term of such Addendum shall be the same as this AGREEMENT.
5. **RESPONSIBILITIES OF NEC** For the charges stated herein, NEC shall maintain the covered PRODUCTS in compliance with manufacturing specifications by providing unscheduled, on-call emergency remedial maintenance as required during the Principal Period of Maintenance Coverage. NEC will provide and bear the cost during the Principal Period of Maintenance Coverage of all labor. NEC will install, without charge, during the Principal Period of Maintenance Coverage, all mandatory engineering changes and such other engineering changes that NEC deems necessary.
6. **SERVICE LIMITATIONS** Charges for maintenance service resulting from CUSTOMER-Requested NEC performance outside the Principal Period of Maintenance Coverage or for reasons other than normal wear and tear, will be invoiced separate from the maintenance contract invoicing. Such charges will be invoiced at the current NEC Special Maintenance Service Rates as set forth in the applicable Order. NEC Special Maintenance Service Rates are subject to change without prior notice. CUSTOMER agrees to pay for such services within thirty (30) days after invoice date.

The following are examples of causes other than normal wear and tear: unauthorized attempts by other than NEC personnel to repair, maintain, modify or move the PRODUCTS; catastrophe, accidents or acts of God; failure of equipment not maintained by NEC or failure due to use of non-NEC recommended supplies or media; fault or negligence of CUSTOMER; CUSTOMER error; improper use or misuse of the PRODUCTS; causes external to the PRODUCTS such as, but not limited to, fluctuations or failure of electrical power, air conditioning, or humidity control.

Maintenance services do not include operating supplies or accessories, cleaning supplies necessary for CUSTOMER preventive maintenance of the PRODUCTS.

To permit continuity of service, the CUSTOMER shall give NEC at least thirty (30) days prior written notice of its intent to move and/or re-configure the PRODUCTS listed herein. This provision expressly excludes re-configuration of any NEC provided software without NEC's express written consent in advance. In the event the new PRODUCTS location is

more than ten (10) miles from the existing installation, NEC reserves the right to increase maintenance rates for the new location. Charges for services and material furnished by NEC to dismantle, prepare for shipment, and install PRODUCTS in the new location will be at the then current NEC Special Maintenance Service Rates. Shipment of PRODUCTS and associated cost is the responsibility of the CUSTOMER.

7. **TERMINATION** If either party neglects to perform any of its obligations under this AGREEMENT, and such failure continues for a period of thirty (30) days after written notice thereof, the other party shall have the right to terminate this AGREEMENT. Non-payment of duly presented invoices shall constitute a material breach and shall give rise to a unilateral cancellation sixty (60) days after the invoice date.
8. **RESPONSIBILITIES OF CUSTOMER** The CUSTOMER shall notify NEC immediately of PRODUCTS failure and will allow NEC prompt and free access to the PRODUCTS. CUSTOMER agrees to allow NEC use of necessary data communication equipment at no charge subject only to CUSTOMER security regulations, which shall provided to NEC in advance for review. The CUSTOMER will provide a single contact for all aspects of this engagement, including scheduling, defining and requirements and ensuring delivery of necessary information. The CUSTOMER shall perform level one support on all related equipment which includes rebooting of servers, clearing of logs, maintaining Database queue sizes, stopping and starting of services and performing the role of smart hands when service is being performed.
9. **HARDWARE AND/OR SOFTWARE SUPPORT AND MAINTENANCE** NEC shall support all hardware and/or software, as applicable, licensed to CUSTOMER for use with NEC equipment in accordance with NEC's standard hardware and software support procedures. NEC hardware and software support and maintenance provided under this AGREEMENT is contingent upon the CUSTOMER maintaining all files at revision levels prescribed by NEC and upon the CUSTOMER fully protecting all NEC proprietary or confidential information. CUSTOMER agrees not to (i) rent, lease, or loan the maintenance and support services or any part thereof, or provide or use the maintenance and support services on a third party's behalf; (ii) permit third parties to benefit from the use of the maintenance and support services; (iii) reverse engineer, decompile, or disassemble any NEC provided software that provides the maintenance and support services, or otherwise attempt to derive the source code of such software; or (iv) download, export, or re-export any NEC provided software or technical data received hereunder, regardless of the manner in which received, without all required United States and foreign government licenses.
10. **CHARGES** Under the terms of this AGREEMENT, CUSTOMER will pay NEC as set forth in the applicable Order, for maintenance and support services covered under this AGREEMENT. CUSTOMER will pay CONTRACTOR for services rendered prior to the execution of this AGREEMENT within thirty (30) days of execution thereof. The monthly charge for Preventive and Repair Maintenance Services shall be as specified in applicable Order. NEC may change the monthly charges after the Initial Term or at the end of any Renewal Term by giving the CUSTOMER ninety (90) days prior written notice. The increased charges shall not exceed NEC's established charges for maintenance and support services or three (3%) percent annually, from the effective date of the adjustment. The charges for additional PRODUCTS added by CUSTOMER to this AGREEMENT will be the current established rates at the time the PRODUCTS is added.

In addition to the charges due under this AGREEMENT, the CUSTOMER agrees to pay or reimburse NEC any taxes or charges resulting from this AGREEMENT which are levied by a taxing authority, except for taxes based upon NEC net income. If claiming a sales tax or similar exemption, CUSTOMER must provide NEC with tax exemption certificates where deliveries are to be made or services performed.

11. **METHOD OF PAYMENT** Invoice documentation furnished by NEC under this AGREEMENT, unless advance payment is requested, shall be invoiced in arrears. Payment for maintenance and support services shall be made (as more fully described in the Order) by remittance to the account of NEC in a bank designated by NEC. Monthly charges for fractional parts of a calendar month shall be computed at the rate of one thirtieth (1/30) of the monthly rate for each day or fraction thereof.

Payment is due within thirty (30) days from the date of invoice. Any invoices not paid within sixty (60) days shall incur a service charge of one and one-half percent (1 1/2%) per month on any outstanding, overdue balance. If payment is not made within sixty (60) days, NEC reserves the right to suspend maintenance and support services until such invoices are paid.

Purchase Order means a CUSTOMER-issued document used for ordering services under this AGREEMENT. All Purchase Orders are subject to review and acceptance by an authorized representative of NEC. No preprinted Purchase Order terms shall be binding upon NEC, unless otherwise expressly agreed to in writing by an authorized representative of NEC.

Remittance shall be sent to the following address unless otherwise direct by written instruction:

NEC Corporation of America
Lock Box 22529
22529 Network Place
Chicago, IL 60673-1225

12. **LIMITATION OF LIABILITY.** THE MAXIMUM LIABILITY OF NEC TO THE CUSTOMER OR ANY PERSON WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ANY SALE, SERVICE OR USE OR OTHER EMPLOYMENT OF ANY PRODUCT UNDER THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT OR OTHERWISE, SHALL IN NO CASE EXCEED THE ACTUAL AMOUNT PAID TO NEC BY REASON OF THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS FOR

PERSONAL INJURY SHOWN TO HAVE BEEN CAUSED DIRECTLY BY NEC'S GROSS NEGLIGENCE.

NEITHER NEC NOR CUSTOMER SHALL INSTITUTE ANY ACTION IN ANY FORM ARISING OUT OF THIS AGREEMENT MORE THAN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION HAS ARISEN, OR IN THE CASE OF NON-PAYMENT, MORE THAN EIGHTEEN (18) MONTHS FROM THE DATE OF LAST PAYMENT OR PROMISE TO PAY. THIS LIMITATION DOES NOT APPLY TO ANY ACTION FOR NON-PAYMENT OF TAXES.

IN NO EVENT SHALL NEC BE LIABLE TO CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES OR EXPENSES DIRECTLY OR INDIRECTLY ARISING OR RESULTING FROM LOSS OF USE, DATA OR PROFITS OR A THIRD PARTY'S UNAUTHORIZED USE OF THE PRODUCTS OR ITS COMPONENTS, EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT.

THE FOREGOING COVENANTS AND SERVICE COMMITMENTS ARE EXCLUSIVE AS TO BOTH PRODUCTS OR SERVICES PROVIDED HEREUNDER. NEC EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO CUSTOMER FOR THE SERVICES PROVIDED BY THIS AGREEMENT.

- 13. INSURANCE** NEC shall have and maintain in full force and effect for the duration of this AGREEMENT insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the NEC, its agents, representatives, or employees.

NEC shall maintain coverage and limits no less than:

(a) Comprehensive General Liability of \$1,000,000 per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, and \$2,000,000 in aggregate.

(b) Comprehensive Automobile Liability (any auto) of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(c) Professional Liability of \$1,000,000 limit for claims arising out of professional services caused by the CONTRACTOR's errors, omissions, or negligent acts.

(d) Workers' Compensation limits as required by the State of Michigan and employers Liability limits of \$1,000,000 per accident.

(e) Umbrella Liability of \$1,000,000.

CUSTOMER (and any applicable Authority) shall be made an additional insured on General Liability Auto Liability and Umbrella Liability policies.

With respect to "bodily injury" or "property damage" claims directly arising out of the operations performed by or on behalf of the named insured, NEC, such insurance as is afforded by these policies is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insured, CUSTOMER, provided claims that give rise are from the Named Insured's negligence and arising out of operations for the CUSTOMER.

NEC agrees to waive all rights of subrogation, except for commercial general liability, against the CUSTOMER, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the CONTRACTOR for the CUSTOMER.

Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.

- 14. FORCE MAJEURE** Except for the obligation to pay monies due and owing, neither party shall be responsible for any failure to perform or delay in performing any of its obligations hereunder where and to the extent that such failure or delay results from causes outside the reasonable control of the party, including but not limited to governmental actions, acts of terrorism, transportation or labor strikes, environmental conditions, fire, flood, riot, strike, life or health-threatening conditions.

- 15. GOVERNING LAW** Unless otherwise agreed in writing, the terms and conditions contained herein shall be governed by and construed under the laws of the State of Texas without giving effect to conflict of laws provisions. The parties specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods

- 16. COMPLIANCE WITH APPLICABLE LAWS** Customer shall (a) comply with all applicable laws, regulations and governmental orders governing or relating to the use of the Maintenance Services and Products, including, but without limitation, all applicable privacy and data protection laws, and (b) at its own expense, obtain and maintain in full force and effect throughout the continuance of this Agreement, all licenses, permits, authorizations, approvals and government filings and registrations necessary or appropriate for the exercise of its rights and the performance of its obligations under this Agreement and for use of the deliverables and services.

- 17. CONFIDENTIALITY** "Confidential Information" as used herein, means non-public information that is exchanged between the Parties, provided that such information is: (i) labeled or identified "Confidential" at the time it is provided by the disclosing party, or (ii) disclosed under circumstances that would indicate to a reasonable person that the information should be treated as confidential by the party receiving the information. If the disclosing party fails to identify information as "Confidential Information" at the time of disclosure it may subsequently identify the information as "Confidential Information" by giving written notice to the other party.

Notwithstanding the foregoing definition, the term Confidential Information does not include information which: (i) has been published by the disclosing party or is otherwise in the public domain through no fault of the receiving party; (ii) is properly within the legitimate possession of the receiving party prior to its disclosure hereunder and without any obligation of confidence; (iii) is lawfully received by receiving party from a third party who lawfully possesses the information and who is not restricted from disclosing the Confidential Information to the receiving party; (iv) is independently developed by the receiving party without use of the Confidential Information; or (v) is approved for disclosure by the disclosing party, in writing, prior to its disclosure.

Each party understands and agrees that in the performance of services under this Agreement, or in contemplation thereof, that a party may have access to Confidential Information of the other party. The receiving party agrees that all Confidential Information disclosed by the other party shall be held in confidence and used only in performance of services under this Agreement. The receiving party shall exercise the same standard of care to protect such Confidential Information as is used to protect its own proprietary data, but in no event, less than a reasonable standard of care.

Confidential Information may be disclosed in response to a valid order of a court or other governmental body or as otherwise required by law; provided, however, that the receiving party first gives notice to the disclosing party and has, as appropriate: (i) fully cooperated in the disclosing party's attempt to obtain a "protective order" from the appropriate court or other governmental body, or (ii) attempted to classify the media containing the Confidential Information to prevent access by the public, in accordance with the provisions of the federal Freedom of Information Act ("FOIA") or similar state statutes.

- 18. INTELLECTUAL PROPERTY OWNERSHIP** Customer acknowledges and agrees that the Products may contain, embody or be based on, patented or patentable inventions, trade secrets, copyrights and other intellectual property rights (collectively, "Intellectual Property Rights") owned or controlled by NEC or the manufacturer or supplier, and that NEC or the manufacturer or supplier, respectively shall continue to be the sole owner of all Intellectual Property Rights in the Products.

- 19. SEVERABILITY** If any provision of this Agreement is for any reason held to be unenforceable, all other provisions of this Agreement will remain in full force and effect and the unenforceable provision shall be replaced by a mutually acceptable enforceable provision consistent with the Parties' original intent.

- 20. SURVIVAL OF OBLIGATIONS** The respective obligations of customer and NEC under this Agreement which by their nature would continue beyond the termination, cancellation or expiration of the Agreement, shall survive termination, cancellation or expiration.

- 21. WAIVER OF TERMS AND CONDITIONS** Failure of either party to enforce any of these terms or conditions shall not constitute a waiver of any such terms or conditions, or of any other terms or conditions.

- 22. SOFTWARE RELEASE POLICY** Software updates will maintain the solution software's compatibility with all interfaces, version releases, and other improvements and modifications, including application software. NEC's software release policy attached as Appendix A follows software technology and industry standards.

- 23. NOTICES** Any notice hereunder shall be deemed to have been given if contained in writing and delivered by hand, express or overnight mail, or by registered or certified mail, postage prepaid, return receipt requested to the party concerned at its last known address. Notice to NEC shall be to: NEC Corporation of America, Attn: Legal Division – Contract Administration Department, 3929 W. John Carpenter Freeway, Irving, TX 75063.

- 24. COMPLETE AGREEMENT** Unless otherwise mutually agreed upon by the parties in an existing contract where those terms and conditions (signed by NEC and customer) shall take precedence over this document, this Agreement including all Appendices, if applicable, is the complete agreement between the parties concerning the subject matter herein and supersedes any prior oral or written communications between the parties with regard to the subject matter contained herein. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified or incorporated herein. **THIS AGREEMENT MAY NOT BE MODIFIED, CHANGED OR AMENDED EXCEPT BY A WRITTEN AMENDMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.**

Appendix A

NEC Biometrics Software Release Policy

1.1.1 NEC's software release policy follows an industry standard process. The main activities involved in Release Management are:

- o Developing new versions.
- o Establishing a planning policy for the implementation of new versions.
- o Testing new versions in an environment that simulates the live environment as closely as possible.
- o Validating the new versions.
- o Implementing new versions in the live environment.
- o Version control.

The software release version is identified by three numbers. For example, software release 4.6.1:

- o "4" reflects a version of a major release of software
- o "6" reflects a version of a minor release of software
- o "1" reflects a version of a supplemental release of software

1.1.2 NEC's policy for system upgrades are provided on an if-and-when available basis as follows:

- o **Supplemental Releases** - are defined as releases that materially affect the operational performance or functional performance of the software, for example, via patches and issue fixes (e.g., from version 5.0 to 5.0.1). All NEC Customers are entitled to all such releases without any expense. All expenses for software, and professional services required for installation of such supplemental releases, assuming Customers has a Maintenance and Support Agreement with NEC, will be covered by NEC.
- o **Minor Releases or Enhancements** - are defined as releases that improve or augment the utility, efficiency, performance, or functional capability of the software (e.g., from version 5.0 to 5.1). NEC Customers are entitled to receive this software release free of charge, again assuming a subcontract agreement, which includes maintenance and support, is in effect. All expenses for software, and professional services required for installation of such Releases, assuming Customer has a subcontract agreement, which includes maintenance and support with NEC, will be covered by NEC.
- o **Major Releases** - are defined as releases that, in whole or in part, introduce new advances in technology (e.g., the introduction of a newer matching algorithm). Major releases reflect significant improvements in the software product, for which the Customer is responsible for all software, and professional services, including all applicable license fees required for implementation of the release. In NEC's discretion, license fees for upgrading to a Major Release may be discounted for Customers with a current subcontract agreement, which includes maintenance and support and/or such releases may be made available for a limited period of time only.

1.1.3 The following are not covered by software support:

- o Any problem resulting from the misuse, improper use, alteration, or damage of the software;
- o Any problem caused by modifications in any version of the software not made or authorized by NEC;
- o Any problem resulting from programming other than the software supplied by NEC; or
- o Any problem resulting from the combination of the software with other programming or systems as referenced by above to the extent such combination has not been approved by NEC.

Customer shall be responsible to pay NEC's normal charges and expenses for time or other resources provided by NEC to diagnose or attempt to correct any such problem.

COUNCIL DIGEST SHEET

RFPs , BIDS, OTHER PROJECTS

Bid/RFP#/Name of Project	N/A
Awarded To	
Amount	
Number of Registrants	
Number of Bidders	
Required Attachments	RFPs – attach Award Matrix; Bids – attach Tab Sheet

EXTENSIONS

Date Last Bid Out	N/A
# Extensions Granted To Date	None

SPECIAL PROCUREMENT

Contract #/ID (State, Federal, Piggyback--Authority)	
Sole Source/ Compatibility Justification	NEC Corporation of America is the only vendor to provide the annual maintenance on the AFIS system.

BID CRITERIA *(Take Buy Indiana requirements into consideration.)*

Most Responsible, Responsive Lowest	☐ Yes ☐ No <i>If no, explain below</i>
If not lowest, explain	

COUNCIL DIGEST SHEET

COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available).</i>	N/A
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DESCRIPTION OF PROJECT / NEED

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	Annual maintenance on our fingerprint system (AFIS)

REQUEST FOR PRIOR APPROVAL

<i>Provide justification if prior approval is being requested.</i>	N/A

FUNDING SOURCE

<i>Account Information.</i>	2025 Police budget