

**DOCUMENTS
REFERENCED IN
RESPONSE TO ACLU
QUESTION
NO: 2 – OCTOBER 21, 2010**

Walsh, James F (SDA)

From: Walsh, James F (SDA)
Sent: Thursday, March 04, 2010 11:07 AM
To: 'Sean G. Mullin'
Subject: FW: Checking on Award and Contract

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I will call you on Monday to set up a time to come down to Plymouth and get this going.....

Thank you,

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Massachusetts Sheriffs' Association

[REDACTED]
[REDACTED] B direct
[REDACTED] D fax
(617) [REDACTED] B

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[REDACTED]@s

From: Jim Walsh [mailto:[REDACTED]]
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Cc: [REDACTED] Flynn Peter <[REDACTED]>; Paul Schuepp <[REDACTED]>
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President & CEO
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488 State Road
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Office - [REDACTED] 00 ext. 17
Fax - [REDACTED] 01
Cell - [REDACTED] 44

Walsh, James F (SDA)

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From: Walsh, James F (SDA)
Sent: Wednesday, March 10, 2010 12:59 PM
To: 'Sean G. Mullin'
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Sean:

NEED A FAVOR.....PLEASE:

Can I plan to arrive on Monday, 03/15/10 @ 12:15 p.m. instead of the scheduled 11:00 a.m.

I will need a few extra minutes on Monday morning to prepare for the Meeting.

Thank you,

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[REDACTED]
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Massachusetts Sheriffs' Association

271 Cambridge Street, Suite 202
Cambridge, MA 02141

[Redacted] / Fax: (781) [Redacted]

www.mass.gov/msa



March 11, 2010

President

Michael G. Bellotti
Norfolk County

Vice President

Joseph D. McDonald, Jr.
Plymouth County

Vice President for

Information and Technology

Michael A. McCormack
Past President
Dukes County

Vice Presidents for

Re-Entry and Aftercare

Michael J. Ashe, Jr.
Past President
Hampden County

Frank G. Cousins, Jr.
Past President
Essex County

Vice Presidents for Training and

Leadership Development

James M. Cummings
Past President
Barnstable County

Robert J. Garvey
Past President
Hampshire County

State Director to NSA

James V. DiPaola
Past President
Middlesex County

Executive Director

James F. Walsh

Members

Richard M. Bretschneider
Nantucket County

Andrea J. Cabral
Suffolk County
Immediate Past President

Guy W. Glodis
Worcester County

Thomas M. Hodgson
Bristol County

Frederick B. Macdonald
Franklin County

Carmen C. Massimiano, Jr.
Past President
Berkshire County

Mr. Sean G. Mullin
President & CEO
BI2 Technologies, LLC
488 State Road
Plymouth, Massachusetts 02360

**RE: INVITATION FOR RESPONSES (IFR)
UPGRADE AND EXPANSION OF FACIAL RECOGNITION SYSTEM FOR THE
MASSACHUSETTS SHERIFFS' ASSOCIATION**

Dear Mr. Mullin:

The staff of Massachusetts Sheriffs' Association (MSA), in conjunction with the procurement staff of the Essex County Sheriff's Department, has now completed a thorough review of the BI2 Technologies, LLC, Bid Submission dated January 20, 2010 in response to the above referenced Invitation for Responses. Subsequently, I presented thirteen (13) of the fourteen (14) Massachusetts Sheriffs my Memorandum of February 09, 2010, in which I stated the very same exact recommendation(s) that I presented in my Memorandum of February 05, 2010 to Sheriff Michael A. McCormack, MSA Vice President of Information & Technology, e.g. my specific recommendation(s), per my standing as Executive Director, that the Massachusetts Sheriffs now proceed with final approval of my recommendation to award and execute a Contract with BI2 Technologies, LLC, for acceptance of your above-referenced noted Bid Submission.

In response to my specific recommendation(s) I then subsequently engaged ten (10) of the fourteen Sheriffs during the period of February 09 thru February 18 and obtained from each of the ten (10) a specific stated and/or written response to my noted recommendations. I am very pleased to report each of the ten (10) specifically approved my recommendation(s) to award and execute a Contract with BI2 Technologies in connection with this matter. I have documented these specific, individual-Sheriff approvals in a series of e-mail communication to Sheriff McCormack and, therefore, I am pleased to convey and confirm the Massachusetts Sheriffs' Association specific acceptance the BI2 Technologies Bid Submission for this Program.

Accordingly, I will look forward to meeting with you on Monday, March 15, 2010 in Plymouth, MA to take up this discussion and commence planning for the processing of the required contract.

Very truly yours,

JAMES F. WALSH
Executive Director

cc: Sheriff Michael G. Bellotti, President, MSA
Sheriff Michael A. McCormack, VP for Information & Technology
Massachusetts Sheriffs

Walsh, James F (SDA)

From: James Walsh [REDACTED]
Sent: Sunday, March 14, 2010 11:13 PM
To: [REDACTED]
Cc: Walsh, James F (SDA); [REDACTED]
Subject: PROPOSED DRAFT IMPLEMENTATION PLAN -- Expansion of Essex Facial Recognition Technology Program
Attachments: FACIALRECTECH EXPAN ProjImplemenPlan&Sched DRAFT.doc

Dennis:

This is the beginning of a "Implementation Plan" that I would propose to add to the "Goods & Services Agreement."

Again, I am parroting the documents we had developed for the Iris Biometric Identification Program/"The Child Project" and modifying same accordingly.

Right now, at 11:10 p.m., I am fairly certain that I am going to "see" you tomorrow morning by way of e-mail and telephone. [I'd rather not be spreading a cold around to staff in Essex.] I am due to be in Plymouth to meet with Sean Mullin at 12:15 p.m. I will finish this DRAFT first thing in the morning and will then plan to call and/or e-mail you asap.

Thank you for your patience with these several e-mails of today. Thank you, again, for your enduring help with this Project.

Jim Walsh

PROJECT IMPLEMENTATION PLAN and PAYMENT SCHEDULE

The Massachusetts Sheriffs' Association (MSA) and BI2 Technologies, LLC, agree to the following Project implementation plan (deliverables) and payment schedule:

BI2 Technologies, LLC, will convene an implementation plan Meeting/final project scope session on: _____, 2010. At the conclusion of the implementation Meeting, the MSA and BI 2Technologies, LLC, will agree to a final Project implementation schedule provided that the project will be completed, and all deliverables installed, no later than _____, 201_. The MSA will make a payment equal to twenty (___%) percent of the contract amount (\$_____) upon successful completion of the Meeting and presentation of and invoice.

I. BI2 Technologies, LLC, will then (with the assistance of the MSA) schedule the site visit(s), hardware/software installation(s)/staff training(s) and system try-out(s) at the _____ Sheriff's Office in _____ County and then the _____ Sheriff's Office in _____ County, **provided a Technology Assessment at each of these two (2) Sheriffs Offices by BI2 Technologies, LLC, confirms and indicates a sufficient, existing Technology Capacity at each to participate in the Upgrade and Expansion of the existing Facial Recognition Technology program at the Essex County Sheriff's Office in Middleton, MA into other Massachusetts Sheriffs' Jurisdictions.** During this phase of Project implementation, BI2 Technologies, LLC, will assist these two (2) Sheriffs' Offices with all steps required of installation networking and transfer of the MSA Facial Recognition System to be provided by BI@ Technologies, LLC, into two (2) selected Police Departments each in _____ County and _____ County, as determined by the _____ Sheriff and the _____ Sheriff. BI2 Technologies, LLC will complete all activity associated with this phase of Project implementation between _____ and _____. Upon successful completion of the deliverables, installation(s), and staff training(s) at the Sheriffs' Offices listed above, and the two (2) selected Police Departments in each of these two (2) counties, the MSA will make a payment of equal to \$_____ to BI2 Technologies upon submission of an invoice accompanied by a signed letter from each Sheriffs' Offices listed above certifying that they have received and accepted to their satisfaction the required deliverables.

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VII. BI2 Technologies, LLC, will then (with the assistance of the MSA) schedule the site visit(s), hardware/software installation(s)/staff training(s) and system try-out(s) at the _____ Sheriff's Office in _____ County and then the _____ Sheriff's Office in _____ County, **provided a Technology Assessment at each of these two (2) Sheriffs Offices by BI2 Technologies, LLC, confirms and indicates a sufficient, existing Technology Capacity at each to participate in the Upgrade and Expansion of the existing Facial Recognition Technology program at the Essex County Sheriff's Office in Middleton, MA into other Massachusetts Sheriffs' Jurisdictions.** During this phase of Project implementation, BI2 Technologies, LLC, will assist these two (2) Sheriffs' Offices with all steps required of installation networking and transfer of the MSA Facial Recognition System to be provided by BI@ Technologies, LLC, into two (2) selected Police Departments each in _____ County and _____ County, as determined by the _____ Sheriff and the _____ Sheriff. BI2 Technologies, LLC will complete all activity associated with this phase of Project implementation between _____ and _____. Upon successful completion of the deliverables, installation(s), and staff training(s) at the Sheriffs' Offices listed above, and the two (2) selected Police Departments in each of these two (2) counties, the MSA will make a payment of equal to \$_____ to BI2 Technologies upon submission of an invoice accompanied by a signed letter from each Sheriffs' Offices listed above certifying that they have received and accepted to their satisfaction the required deliverables.

Conduct progress report/project wrap-up planning session: June 11

Revisit and provide and update to training needs / system training and de-bugging as required and request by Sheriffs at locales as necessary: June 12, 13 & 14.

Submit final close-out Project Status Report to MSA and EOPS on June 15. Upon successful completion of all deliverables, installation, and staff training of all of the County Sheriffs listed above, the MSA will make a payment of equal to \$43,575 to The Child Project upon submission of an invoice.

Agreed: March 15, 2010

JAMES F. WALSH
Executive Director

SEAN G. MULLIM
President and CEO

Walsh, James F (SDA)

From: Walsh, James F (SDA)
Sent: Sunday, March 14, 2010 4:57 PM
To: Daly, Dennis(SDE)
Cc: 'Barbara Maher'; [REDACTED]
Subject: PROPOSED DRAFT Goods & Services Agreement Between MSA and BI2 Technologies
Attachments: FACIALRECOGNTECHExpan Goods&ServicesAgreewBI2Tech DRAFT1 03142010.doc

Hello Dennis:

Good Morning:

I am sending this from the MSA Office on Sunday, March 14.

[I am still planning to drop by to see you Monday Morning, March 15, to review and discuss a Contract document for expansion of the Facial Recognition Technology system. **Right now, however, I am dealing with a horrible cold and if I think common-sense dictates that I talk to you by phone and/or e-mail tomorrow morning, I may choose that option.**]

Attached is my attempt to edit a required Goods & Services Agreement w/ BI2 Technologies. I used the final version of the Agreement we had used and signed for the Iris Biometric Identification Program, i.e., "The Child Project", and modified it accordingly. Please let me know what you think.

I remain grateful, as always, for your specific assistance during this Project.

James F. Walsh, Executive Director
Massachusetts Sheriffs' Association
271 Cambridge St., Suite 202
Cambridge, MA 02141

[REDACTED]
[REDACTED] direct
[REDACTED] fax
[REDACTED]

My new email address:

[REDACTED]

Walsh, James F (SDA)

From: Walsh, James F (SDA)
Sent: Sunday, March 14, 2010 6:03 PM
To: Daly, Dennis(SDE)
Cc: 'Barbara Maher'; Michael McCormack, Sheriff
Subject: PROPOSED DRAFT AWARD LETTER to BI2 Technolgies -- Expansion of Facial Recognition Technology
Attachments: FACIALRECOGNTECHEpan PROPOSED AWARD LET to BI2 DRAFT1 03142010.doc

Dennis:

Attached is a text of a proposed DRAFT Award Letter. Please read and comment back.

Thank you,

James F. Walsh, Executive Director
Massachusetts Sheriffs' Association
271 Cambridge St., Suite 202
Cambridge, MA 02141

[REDACTED]

[REDACTED] direct

[REDACTED] fax

[REDACTED]

My new email address:

[REDACTED]s

Walsh, James F (SDA)

From: Walsh, James F (SDA)
Sent: Sunday, March 14, 2010 6:17 PM
To: Michael McCormack, Sheriff
Subject: FW: PROPOSED DRAFT Goods & Services Agreement Between MSA and BI2 Technologies
Attachments: FACIALRECOGNTECHExpan Goods&ServicesAgreewBI2Tech DRAFT1 03142010.doc

Just and FYI to keep you in the Loop.....

James F. Walsh, Executive Director
Massachusetts Sheriffs' Association

[REDACTED]

[REDACTED] direct

[REDACTED] fax

[REDACTED]

My new email address:

james.f.walsh@massmail.state.ma.us

From: Walsh, James F (SDA)
Sent: Sunday, March 14, 2010 4:57 PM
To: Daly, Dennis(SDE)
Cc: 'Barbara Maher'; [REDACTED]
Subject: PROPOSED DRAFT Goods & Services Agreement Between MSA and BI2 Technologies

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James F. Walsh, Executive Director
Massachusetts Sheriffs' Association
271 Cambridge St., Suite 202
Cambridge, MA 02141

(617) [REDACTED]

[REDACTED] direct

(617) [REDACTED] fax

(617) [REDACTED]

My new email address:

Walsh, James F (SDA)

From: Walsh, James F (SDA)
Sent: Monday, March 15, 2010 10:26 AM
To: Daly, Dennis(SDE)
Cc: 'Barbara Maher'; [REDACTED]
Subject: A Specific PROPOSED DRAFT Implementation Plan and Payment Schedule for Upgrade and Expansion of Facial Recognition System
Attachments: FACIALRECTECH EXPAN ProjImplemenPlanSched DRAFT 03142010.doc

MONDAY, MARCH 15, 2010

Good Morning, Dennis:

Please see the attached DRAFT document.

This is the Implementation Plan and Payment Schedule that I would propose to attach to the Goods & Services Agreement in connection with the pending Upgrade and Expansion of [ECSD] Facial Recognition System.

Again, I am modeling the content of this DRAFT on the format and content of the Implementation Plan and Payment Schedule used for the Iris Biometric Identification Program, i.e., The Child Project.

Please let me know what you think of this. I will call you shortly to discuss same.

Thank you,

James F. Walsh, Executive Director
Massachusetts Sheriffs' Association
271 Cambridge St., Suite 202
Cambridge, MA 02141

[REDACTED]
[REDACTED] direct
(617) [REDACTED] fax
[REDACTED]

My new email address:
[REDACTED]

Walsh, James F (SDA)

From: Walsh, James F (SDA)
Sent: Monday, March 15, 2010 10:27 AM
To: Michael McCormack, Sheriff
Subject: FW: A Specific PROPOSED DRAFT Implementation Plan and Payment Schedule for Upgrade and Expansion of Facial Recognition System
Attachments: FACIALRECTECH EXPAN ProjimplemenPlanSched DRAFT 03142010.doc

Good Morning, Sheriff McCormack:

Again, the attached is to simply keep you in the loop.

James F. Walsh, Executive Director
Massachusetts Sheriffs' Association

[REDACTED]

[REDACTED] direct

[REDACTED] fax

[REDACTED]

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Massachusetts Sheriffs' Association
271 Cambridge St., Suite 202
Cambridge, MA 02141

[REDACTED]

[REDACTED] direct

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James F. Walsh, Executive Director
Massachusetts Sheriffs' Association

[REDACTED]
[REDACTED] direct
[REDACTED] fax
[REDACTED]

My new email address:

[REDACTED]s

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Thank you,

James F. Walsh, Executive Director
Massachusetts Sheriffs' Association
271 Cambridge St., Suite 202
Cambridge, MA 02141

[REDACTED]
[REDACTED] direct

(617) [REDACTED] fax

[REDACTED]

My new email address:

[REDACTED]s

Walsh, James F (SDA)

From: Walsh, James F (SDA)
Sent: Monday, March 15, 2010 11:38 AM
To: Allain, Patty (SDA)
Subject: Need this Letter Printed on MSA Letterhead
Attachments: FACIALRECOGNTECHEXpan PROPOSED AWARD LET to BI2 DRAFT1 03142010.doc

Please prepare for signing and mailing.

Also, please print the noted cc's on the blue MSA Letterhead.

Thank you,

James F. Walsh, Executive Director
Massachusetts Sheriffs' Association
271 Cambridge St., Suite 202
Cambridge, MA 02141

[REDACTED]

[REDACTED] direct

[REDACTED] fax

[REDACTED]

My new email address:

[REDACTED]@msa.org

March 11, 2010

Mr. Sean G. Mullin
President & CEO
BI2 Technologies, LLC
488 State Road
Plymouth, Massachusetts 02360

**RE: INVITATION FOR RESPONSES (IFR)
UPGRADE AND EXAPNSION OF FACIAL RECOGNITION SYSTEM FOR THE
MASSACHUSETTS SHERIFFS' ASSOCIATION**

Dear Mr. Mullin:

The staff of Massachusetts Sheriffs' Association (MSA), in conjunction with the procurement staff of the Essex County Sheriff's Department, has now completed a thorough review of the BI2 Technologies, LLC, Bid Submission dated January 20, 2010 in response to the above referenced Invitation for Responses. Subsequently, I presented thirteen (13) of the fourteen (14) Massachusetts Sheriffs my Memorandum of February 09, 2010, in which I stated the very same exact recommendation(s) that I presented in my Memorandum of February 05, 2010 to Sheriff Michael A. McCormack, MSA Vice President of Information & Technology, e.g. my specific recommendation(s), per my standing as Executive Director, that the Massachusetts Sheriffs now proceed with final approval of my recommendation to award and execute a Contract with BI2 Technologies, LLC, for acceptance of your above-referenced noted Bid Submission.

In response to my specific recommendation(s) I then subsequently engaged ten (10) of the fourteen Sheriffs during the period of February 09 thru February 18 and obtained from each of the ten (10) a specific stated and/or written response to my noted recommendations. I am very pleased to report each of the ten (10) specifically approved my recommendation(s) to award and execute a Contract with BI2 Technologies in connection with this matter. I have documented these specific, individual-Sheriff approvals in a series of e-mail communication to Sheriff McCormack and, therefore, I am pleased to convey and confirm the Massachusetts Sheriffs' Association specific acceptance the BI2 Technologies Bid Submission for this Program.

Accordingly, I will look forward to meeting with you on Monday, March 15, 2010 in Plymouth, MA to take up this discussion and commence planning for the processing of the required contract.

Very truly yours,

JAMES F. WALSH
Executive Director

cc: Sheriff Michael G. Bellotti, President, MSA
Sheriff Michael A. McCormack, VP for Information & Technology
Massachusetts Sheriffs

Walsh, James F (SDA)

From: Walsh, James F (SDA)
Sent: Monday, March 15, 2010 11:38 AM
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Subject: Need this Letter Printed on MSA Letterhead
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Please prepare for signing and mailing.

Also, please print the noted cc's on the blue MSA Letterhead.

Thank you,

James F. Walsh, Executive Director
Massachusetts Sheriffs' Association
271 Cambridge St., Suite 202
Cambridge, MA 02141

(617) [REDACTED]
(617) [REDACTED] direct
[REDACTED] fax
(617) [REDACTED]

My new email address:

[REDACTED].us

March 11, 2010

Mr. Sean G. Mullin
President & CEO
BI2 Technologies, LLC
488 State Road
Plymouth, Massachusetts 02360

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UPGRADE AND EXAPNSION OF FACIAL RECOGNITION SYSTEM FOR THE
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Very truly yours,

JAMES F. WALSH
Executive Director

cc: Sheriff Michael G. Bellotti, President, MSA
Sheriff Michael A. McCormack, VP for Information & Technology
Massachusetts Sheriffs

Walsh, James F (SDA)

From: Walsh, James F (SDA)
Sent: Monday, March 15, 2010 12:00 PM
To: 'Sean G. Mullin'
Cc: Michael McCormack, Sheriff; Bellotti, Michael
Subject: RE: Upgrade and Expansion of Facial Recognition System: MSA AWARD LETTER and Two Proposed (DRAFT) Related Documents
Attachments: FACIALRECOGNTECHExpan PROPOSED AWARD LET to BI2 DRAFT1 03142010.doc;
FACIALRECOGNTECHExpan Goods&ServicesAgreewBI2Tech DRAFT1 03142010.doc;
FACIALRECTECH EXPAN ProjImplemenPlanSched DRAFT 03142010.doc

Sean:

Good Morning:

Please convey my apologies to all there at BI2 Technologies, LLC, for my absence today. [Common-sense and courtesy dictate that I remain here and not in a place where I can spread this horrible cold/flu of mine. I thank you, again, for your patience and understanding on this point.]

Attached to this e-mail, you will find **three (03)** specific sub-documents that you will see in a **pending** Final Contract document; **the first is the Acceptance and Award Letter: This is out in the U.S. Mail to you.** The Second attachment is **a proposed (DRAFT) "Goods & Services Agreement"** and the Third Attachment is **a proposed (DRAFT) "Project Implementation Plan and Payment Schedule."**

PLEASE NOTE – and, be absolutely re-assured -- what I am presenting here is just a set of DRAFT(s) to guide our discussions in finalizing the content of these two key documents. You will see that I have basically taken the structure, format and content of the documents we signed for the prior "Iris Biometric Identification Program" in 2007 and modified them, accordingly, to reflect the MSA IFR Facial Recognition Technology objectives. So, you will see that I am proposing we go with a "chunking" of scheduled Project Activity, and a correlating plan to pay invoices on completion of each "chunk" of the Project. **BUT, please note:** This is just an approach to start the discussion; **I am quite willing to pursue an alternate approach if you have a proposal for same.**

Two additional points that I kindly ask we discuss off-line, please:

- a) U.S. DOJ COPS Non-Hiring Technology Award end date, and
- b) Initial Award to the MSA

I will call you at 12:15 p.m. today per our original plan to meet at this time.

Thank you, as always,

James F. Walsh, Executive Director
Massachusetts Sheriffs' Association
271 Cambridge St., Suite 202
Cambridge, MA 02141

██████████
██████████ direct
(617) ██████████ fax
██████████

My new email address:

[REDACTED] us

Walsh, James F (SDA)

From: Walsh, James F (SDA)
Sent: Monday, March 15, 2010 12:00 PM
To: 'Sean G. Mullin'
Cc: Michael McCormack; Sheriff; Bellotti, Michael
Subject: RE: Upgrade and Expansion of Facial Recognition System: MSA AWARD LETTER and Two Proposed (DRAFT) Related Documents
Attachments: FACIALRECOGNTECHExpan PROPOSED AWARD LET to BI2 DRAFT1 03142010.doc;
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Sean:

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James F. Walsh, Executive Director
Massachusetts Sheriffs' Association
271 Cambridge St., Suite 202
Cambridge, MA 02141
(617) [REDACTED]
(617) [REDACTED] direct
(617) [REDACTED] fax
(617) [REDACTED]

My new email address:

[DRAFT No. 1]
GOODS AND SERVICES AGREEMENT

THIS AGREEMENT, made this 15th day of MARCH, 2010 by and between the **MASSACHUSETTS SHERIFFS' ASSOCIATION, 271 CAMBRIDGE STREET, SUITE No.202, CAMBRIDGE Massachusetts, 02141** (hereinafter "MSA") and **BI2 TECHNOLOGIES, LLC, 488 STATE ROAD, PLYMOUTH, MA 02360** (hereinafter "Contractor").

WHEREAS, the MSA desires to provide for the **Upgrade and Expansion of [an existing] Facial Recognition System [at the Essex County Sheriff's Department in Middleton, MA] into other Massachusetts Sheriffs' Offices** and desires to purchase the related goods and services required for same,

WHEREAS, the Contractor desires to provide to the MSA a new, upgraded and expanded facial recognition system for the **Essex County Sheriff's Department, and all thirteen other Massachusetts Sheriffs' Departments (capacity-permitting) and twenty-eight (28) individual police Departments across the Commonwealth, and the related goods and services required for same,**

NOW, THEREFORE, in consideration of mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION I. MSA GRANT TO the Contractor

The MSA hereby grants to the Contractor, as an independent contractor, the exclusive right to provide a new, upgraded and expanded facial recognition system for the Essex County Sheriff's Department, and all thirteen other Massachusetts Sheriffs' Departments (capacity-permitting) and twenty-eight (28) individual police Departments across the Commonwealth, and the related goods and services required for same.

SECTION II. CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor will provide a new, upgraded and expanded facial recognition system for the Essex County Sheriff's Department, and all thirteen other Massachusetts Sheriffs' Departments (capacity-permitting) and twenty-eight (28) individual police Departments across the Commonwealth, and the related goods and services

required for same, in compliance with the provisions of the Agreement, and in compliance with the provisions of an **Invitation to Bid pursuant to INVITATION FOR RESPONSES - IRIS BIOMETRIC IDENTIFICATION PROGRAM** (hereinafter referred to as the "IFR") opened **JANUARY 20, 2010** and the Contractor's submitted Bid for **Upgrade and Expansion of [an existing] Facial Recognition System [at the Essex County Sheriff's Department in Middleton, MA into other Massachusetts Sheriffs' Offices]**, copies of which are attached hereto as Exhibits A and B respectively, and which are hereby incorporated by reference as if fully set forth herein.

- B. The Contractor shall hire all employees necessary for the performance of this Agreement. All persons employed by the Contractor will be the employees of the Contractor, and not the **MSA**. All persons employed by the **MSA** will be the employees of the **MSA**, and not the Contractor. The Contractor, in performing work required by the Agreement, shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin or age, or in violation of federal, state or local law.

C. The Contractor agrees that the Contractor's employees and agents shall comply with and observe all applicable rules and regulations concerning conduct in and at the **fourteen Massachusetts Sheriffs' Departments** which the **fourteen Massachusetts Sheriffs Departments** impose upon Sheriffs' Department employees and agents.

D. The Contractor shall be responsible for the payment of all state and federal sales taxes, and any other taxes imposed by any other governmental entity so authorized arising from provision to the MSA of a **new, upgraded and expanded facial recognition system for the Essex County Sheriff's Department, and all thirteen other Massachusetts Sheriffs' Departments (capacity-permitting) and twenty-eight (28) individual police Departments across the Commonwealth**, and the related goods and services required for same pursuant to the terms of this Agreement. The Contractor hereby agrees to indemnify, defend and hold harmless the

employees and Officers of the MSA and their respective agents, servants, employees and representatives of and from any and all losses, claims, actions, liabilities and expenses arising from the Contractor's failure to pay any taxes for which the Contractor is responsible pursuant to this paragraph.

E. The Contractor has obtained all liability and other insurance required to provide goods and services pursuant to this Agreement, including worker's compensation, automobile, comprehensive general liability and product liability insurance. A true and accurate copy of said Certificate(s) of Insurance evidencing such insurance coverage are attached hereto as Exhibits B.

SECTION III. MSA RESPONSIBILITIES

A. The MSA shall provide the Contractor and its employees with access to and use of those portions of **the fourteen Massachusetts Sheriffs'**

Departments necessary for the Contractor to perform its obligations under this Agreement.

The fourteen Sheriffs' Departments will provide such heat, light, electricity and phone service reasonably required for the Contractor's performance hereunder.

SECTION IV. FINANCIAL ARRANGEMENTS

The financial arrangements of the Agreement are set forth in the Contractor's General Bid Form attached to its Bid for **Upgrade and Expansion of [an existing] Facial Recognition System [at the Essex County Sheriff's Department in Middleton, MA into other Massachusetts Sheriffs' Offices]**, attached hereto as Exhibit B.

SECTION V. INDEMNIFICATION: INSURANCE

A. The Contractor agrees to pay for and discharge completely, by payment or otherwise, any and all billing vouchers, invoices, or other evidence of indebtedness which may arise out of any monetary obligation or other expense incurred by the Contractor for labor, services, materials,

supplies, equipment, or any other resource utilized by the Contractor to provide for **Upgrade and Expansion of [an existing] Facial Recognition System [at the Essex County Sheriff's Department in Middleton, MA into other Massachusetts Sheriffs' Offices]** during the term of this Agreement.

- B.** The Contractor agrees to indemnify, defend and hold the **employees and Officers of the MSA** harmless from and against all losses, claims, actions, liability, damage or expenses of whatever nature arising, wholly or in part, from any act, omission or negligence of the Contractor or the Contractor's vendors, subcontractors, suppliers, licensees, agents, servants, representatives, or employees, resulting from any accident, injury, death, damage, or other loss whatsoever caused to any person or entity, or to the property of any person or entity occurring during the term of the Agreement. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses (including but not limited to attorney's fees), liabilities and damages incurred in or in connection with any such

claim, action, or proceeding brought thereon,
and the defense thereof.

The contractor agrees to maintain in full force during the term of this Agreement a broad form policy of comprehensive general public liability and property damage insurance (without any so-called employee exclusion or the like) and under which the insurer agrees to indemnify, defend, and hold said **MSA**, and its officials, agents, servants, representatives, and employees harmless from and against all cost, expense (including but not limited to attorney's fees) liability or damages arising out of or based upon any and all claims, accidents, injuries, and damages described in the immediately preceding sub-paragraph of this Paragraph B. The minimum limits of liability per occurrence of such insurance shall be a combined single limit of \$1,000,000 for injury (or death) to one

or more persons and \$1,000,000 damages to property.

The contractor shall also carry professional liability insurance coverage, including riders or endorsements for products liability coverage, with minimum limits of liability of \$1,000,000 per occurrence and \$3,000,000 in aggregate annually for personal injury, death, property damage, or other loss occurring during the term of the Agreement.

The contractor hereby acknowledges that the insurance coverage provisions in the two immediately preceding sub-paragraphs of this Paragraph B were not intended to, and shall not be construed so as to amend, alter, or modify the Contractor's duty to fully indemnify, defend, and hold the MSA harmless as detailed in the first sub-paragraph of this Paragraph B. In

the event that the Contractor's insurers disclaim or otherwise deny the Contractor's insurance coverage arising out of any claim, action, or other proceeding arising during the term of this Agreement, The Contractor shall nevertheless be obligated to fully indemnify, defend, and hold the **MSA** harmless, as provided herein.

- C. The Contractor agrees to use and occupy the fourteen Massachusetts Sheriffs' Department premises at its own risk, and that the **MSA** shall have no responsibility or liability for any loss or damage to the Contractor's property during the term of the Agreement.
- D. The Contractor's obligation to indemnify, defend and hold the **MSA** harmless pursuant to this Agreement shall depend upon the **MSA** promptly notifying the Contractor in writing and cooperating with the Contractor in the defense of any such claims or losses against either the Contractor or the **MSA**. If within (90) days after first receiving notice of such claim or lawsuit, the **MSA** forwards to the Contractor the Summons, Complaint and any other documents that

relate to said claim or lawsuit, such notice shall be presumed to be prompt for purposes of this paragraph. In the event the **MSA** fails to notify the Contractor of such claims or lawsuits within ninety (90) day period, the Contractor may be relieved of its obligation to indemnify, defend and hold the **MSA** harmless if the **MSA's** delay in providing notice substantially prejudices the Contractor in the defense of any claim or lawsuit.

SECTION VI. COMMENCEMENT AND RENEWAL

This Agreement shall become effective upon the date of execution.

SECTION VII. RELATIONSHIP WITH THE MSA

A. The contractor has been retained solely for the purpose of and to the extent set forth in this Agreement. The contractor's relationship to the **MSA** during the term of the Agreement shall be that of an independent contractor and provider while providing the **Upgrade and Expansion of [an existing] Facial Recognition System [at the**

Essex County Sheriff's Department in Middleton, MA into other Massachusetts Sheriffs' Offices and related goods and services. Under no circumstances shall an employee or independent contractor of the Contractor be deemed an employee or sub-contractor of the **MSA**. The contractor shall have no capacity to involve the **MSA** in any agreement or incur any liability on its behalf except as expressly provided in the Agreement. The **MSA** shall not be obligated under the terms or provisions of any contract, sub-contract, or other commitment entered into or incurred by the contractor. The **MSA** shall not be liable for any loss or personal property, personal injury to, death of, or any other loss of the Contractor, its agents, servants, representatives, or employees as a result of any act of an inmate, or any act of the **fourteen Massachusetts Sheriffs' Departments**, its agents, servants, representatives or employees, or any defect in any real or personal property owned by the **fourteen Massachusetts Sheriffs' Departments**.

SECTION VIII. REMEDIES

A. The Contractor shall not be liable for any damages, including but not limited to liquidated damages, sustained by the **MSA** due to the Contractor's failure to furnish goods and services under the terms of this Agreement only if the Contractor's performance hereunder has been rendered impossible due to the occurrence of an unexpected, unavoidable event beyond the Contractor's control, such as an act of God, a state of war, sabotage, embargoes, expropriation or confiscation of the Facility, or by compliance with any federal, state or municipal governmental regulation or order, provided that the Contractor has notified the **MSA** in writing of such unexpected, unavoidable event immediately upon its occurrence.

B. In the event the **MSA** or the Contractor breaches any term, condition, or provision of the Agreement, either party may avail itself of any and all remedies described in this Agreement or to which the parties may be entitled at law or in equity.

SECTION IX. PROHIBITION AGAINST ASSIGNMENT

The parties shall not assign or in any way transfer any interest in this Agreement or any part thereof, without the written consent of the other party. The Contractor shall not delegate its responsibility to provide goods and services to the **MSA** as described herein, without the prior written consent of the **MSA**.

SECTION X. COMPLIANCE WITH LAWS AND PUBLIC POLICY

A. This Agreement shall be governed exclusively by the terms, conditions and provisions contained herein and by the laws of the Commonwealth of Massachusetts, as they may exist from time to time. Any clause which does not conform to such laws of the Commonwealth shall be void, and such laws shall be operative in lieu of such clause. If any term or provision of the Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall

not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

B. The Contractor agrees to comply with the provisions of Massachusetts General Law c. 268A (the Conflict of Interest Law so called). The Contractor shall not act in collusion with any public official, agent, or employee, or with any other party to violate or to defeat the purpose of said law, nor shall the Contractor agree to give or receive any job-related gifts regarding this Agreement or any other matter in which the **MSA** has a direct or substantial interest.

SECTION XI. WAIVER

Failure on the part of the **MSA** to complain of any action or non-action on the part of the Contractor, no matter how long the same may continue, shall never be deemed to be a waiver by the **MSA** of any of its rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by **any and all fourteen Massachusetts Sheriffs'**

Departments shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of the **MSA** to or of any action by the Contractor requiring the **MSA's** consent or approval shall not be deemed to waive or render unnecessary the **MSA's** consent or approval to or of any subsequent similar act by the Contractor. Any consent required of the **MSA** may be withheld in its sole discretion unless the provision requiring such consent specifically states that the **MSA** shall not withhold such consent unreasonably.

SECTION XII. OTHER AGREEMENT

The Contractor hereby warrants and represents that neither this Agreement nor the provision of [an] **Upgrade and Expansion of [an existing] Facial Recognition System [at the Essex County Sheriff's Department in Middleton, MA into other Massachusetts Sheriffs' Offices** and related goods and services and related goods and services hereunder violates the provisions of any agreement previously executed by the Contractor or any affiliate of the Contractor.

SECTION XIII. NOTICES

Whenever by the terms of this Agreement notice, demand, or other communication shall or may be given either to the **MSA** or to the Contractor, the same shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or shall be delivered by private express carrier.

If intended for the MSA, it shall be addressed to it at the **MASSACHUSETTS SHERIFFS' ASSOCIATION, 271 CAMBRIDGE STREET, SUITE NO. 202, CAMBRIDGE, MASSACHUSETTS, 02141**, or to such other address or addresses as may from time to time hereafter be designated by the Sheriff by like notice.

If intended for the Contractor, by notice addressed to it at **BI2 TECHNOLOGIES, LLC, 488 STATE ROAD, PLYMOUTH, MASSACHUSETTS, 02360** or to such other address or addresses as may from time to time hereafter be designated by the Contractor by like notice.

All such notices shall be effective when deposited in the United States mail or delivered to a private express carrier within the Continental United States, provided that the same are received or refused in the ordinary course at the address to which the same were sent. Any such notice, demand, or other communication from an attorney acting or purporting to act on behalf of a party shall be deemed to be notice from such party provided that such attorney is authorized to act on behalf of such party.

SECTION XIV. PARAGRAPH HEADINGS

The paragraph headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

SECTION XV. MISCELLANEOUS

The **MSA** and the Contractor hereby represent and warrant to each other that each has consulted an attorney concerning the provisions of the Agreement, that each was satisfied that, based on its consultations with said attorney, each was informed about the contents of the Agreement, that neither party is relying upon any warranties, representations or advice from, or promises or inducements of any nature by the other party or any of its representatives not specifically contained in this Agreement, that neither party is under any legal disability or impairment and that each has freely chosen to execute this Agreement.

SECTION XVI. POLITICAL ACTIVITY PROHIBITED

None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

SECTION XVII. AMENDMENT

No amendment to this Agreement shall be effective unless it is in writing, signed by authorized representatives of all parties.

SECTION XVIII. ENTIRE CONTRACT

This Agreement, including any attachments or documents incorporated by reference, contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior Agreements, representations, negotiations, and undertakings not set forth or incorporated herein.

SECTION XIX. MULTIPLE COPIES

This Agreement is executed in several counterparts, each of which shall be deemed to be an original copy of this Agreement and shall have the force and effect as such.

WITNESS the execution hereof under seal in three (3) original copies, each of which shall be deemed an original for all purposes as of the day and year first written above.

MASSACHUSETTS SHERIFFS' ASSOCIATION (MSA),

BI2 TECHNOLOGIES, LLC

By: _____ By: _____

JAMES F. WALSH

SEAN G. MULLIN

Executive Director, MSA

President & CEO,
The Child Project, LLC

Attorney for Sheriff's
Department—As To Form

**Certification of the Availability of
Funds for this contract (M.G.L. c. 44, 31C)**

JAMES F. WALSH
Executive Director, MSA

[DRAFT NO. 1]

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[DRAFT No. 1]

PROJECT IMPLEMENTATION PLAN and PAYMENT SCHEDULE

**RE: Upgrade and Expansion of Facial Recognition System for the
Massachusetts Sheriffs' Association**

March 15, 2010

The Massachusetts Sheriffs' Association (MSA) and BI2 Technologies, LLC, agree to the following Project implementation plan (deliverables) and payment schedule:

BI2 Technologies, LLC, will convene an implementation plan Meeting/final project scope session on: _____, 2010. At the conclusion of the implementation Meeting, the MSA and BI 2Technologies, LLC, will agree to a final Project implementation schedule provided that the project will be completed, and all deliverables installed, no later than _____, 201_. The MSA will make a payment equal to twenty (___%) percent of the contract amount (\$ _____) upon successful completion of the Meeting and presentation of and invoice.

I. BI2 Technologies, LLC, will then (with the assistance of the MSA) schedule the site visit(s), hardware/software installation(s)/staff training(s) and system try-out(s) at the _____ Sheriff's Office in _____ County and then the _____ Sheriff's Office in _____ County, **provided a Technology Assessment at each of these two (2) Sheriffs Offices by BI2 Technologies, LLC, confirms and indicates a sufficient, existing Technology Capacity at each to participate in the Upgrade and Expansion of the existing Facial Recognition Technology program at the Essex County Sheriff's Office in Middleton, MA into other Massachusetts Sheriffs' Jurisdictions.** During this phase of Project implementation, BI2 Technologies, LLC, will assist these two (2) Sheriffs' Offices with all steps required of installation networking and transfer of the MSA Facial Recognition System to be provided by BI@ Technologies, LLC, into two (2) selected Police Departments each in _____ County and _____ County, as determined by the _____ Sheriff and the _____ Sheriff. BI2 Technologies, LLC will complete all activity associated with this phase of Project implementation between _____ and _____. Upon successful completion of the deliverables, installation(s), and staff training(s) at the Sheriffs' Offices listed above, and the two (2) selected Police Departments in each of these two (2) counties, the MSA will make a payment of equal to \$ _____ to BI2 Technologies upon submission of an invoice accompanied by a signed letter from each Sheriffs' Offices listed above certifying that they have received and accepted to their satisfaction the required deliverables.

[DRAFT No. 1]

II. BI2 Technologies, LLC, will then (with the assistance of the MSA) schedule the site visit(s), hardware/software installation(s)/staff training(s) and system try-out(s) at the _____ Sheriff's Office in _____ County and then the _____ Sheriff's Office in _____ County, **provided a Technology Assessment at each of these two (2) Sheriffs Offices by BI2 Technologies, LLC, confirms and indicates a sufficient, existing Technology Capacity at each to participate in the Upgrade and Expansion of the existing Facial Recognition Technology program at the Essex County Sheriff's Office in Middleton, MA into other Massachusetts Sheriffs' Jurisdictions.** During this phase of Project implementation, BI2 Technologies, LLC, will assist these two (2) Sheriffs' Offices with all steps required of installation networking and transfer of the MSA Facial Recognition System to be provided by BI@ Technologies, LLC, into two (2) selected Police Departments each in _____ County and _____ County, as determined by the _____ Sheriff and the _____ Sheriff. BI2 Technologies, LLC will complete all activity associated with this phase of Project implementation between _____ and _____. Upon successful completion of the deliverables, installation(s), and staff training(s) at the Sheriffs' Offices listed above, and the two (2) selected Police Departments in each of these two (2) counties, the MSA will make a payment of equal to \$ _____ to BI2 Technologies upon submission of an invoice accompanied by a signed letter from each Sheriffs' Offices listed above certifying that they have received and accepted to their satisfaction the required deliverables.

III. BI2 Technologies, LLC, will then (with the assistance of the MSA) schedule the site visit(s), hardware/software installation(s)/staff training(s) and system try-out(s) at the _____ Sheriff's Office in _____ County and then the _____ Sheriff's Office in _____ County, **provided a Technology Assessment at each of these two (2) Sheriffs Offices by BI2 Technologies, LLC, confirms and indicates a sufficient, existing Technology Capacity at each to participate in the Upgrade and Expansion of the existing Facial Recognition Technology program at the Essex County Sheriff's Office in Middleton, MA into other Massachusetts Sheriffs' Jurisdictions.** During this phase of Project implementation, BI2 Technologies, LLC, will assist these two (2) Sheriffs' Offices with all steps required of installation networking and transfer of the MSA Facial Recognition System to be provided by BI@ Technologies, LLC, into two (2) selected Police Departments each in _____ County and _____ County, as determined by the _____ Sheriff and the _____ Sheriff. BI2 Technologies, LLC will complete all activity associated with this phase of Project implementation between _____ and _____. Upon successful completion of the deliverables, installation(s), and staff training(s) at the Sheriffs' Offices listed above, and the two (2) selected Police Departments in each of these two (2) counties, the MSA will make a payment of equal to \$ _____ to BI2 Technologies upon submission of an invoice accompanied by a signed letter from each Sheriffs' Offices listed above certifying that they have received and accepted to their satisfaction the required deliverables.

[DRAFT No. 1]

IV. BI2 Technologies, LLC, will then (with the assistance of the MSA) schedule the site visit(s), hardware/software installation(s)/staff training(s) and system try-out(s) at the _____ Sheriff's Office in _____ County and then the _____ Sheriff's Office in _____ County, **provided a Technology Assessment at each of these two (2) Sheriffs Offices by BI2 Technologies, LLC, confirms and indicates a sufficient, existing Technology Capacity at each to participate in the Upgrade and Expansion of the existing Facial Recognition Technology program at the Essex County Sheriff's Office in Middleton, MA into other Massachusetts Sheriffs' Jurisdictions.** During this phase of Project implementation, BI2 Technologies, LLC, will assist these two (2) Sheriffs' Offices with all steps required of installation networking and transfer of the MSA Facial Recognition System to be provided by BI@ Technologies, LLC, into two (2) selected Police Departments each in _____ County and _____ County, as determined by the _____ Sheriff and the _____ Sheriff. BI2 Technologies, LLC will complete all activity associated with this phase of Project implementation between _____ and _____. Upon successful completion of the deliverables, installation(s), and staff training(s) at the Sheriffs' Offices listed above, and the two (2) selected Police Departments in each of these two (2) counties, the MSA will make a payment of equal to \$ _____ to BI2 Technologies upon submission of an invoice accompanied by a signed letter from each Sheriffs' Offices listed above certifying that they have received and accepted to their satisfaction the required deliverables.

V. BI2 Technologies, LLC, will then (with the assistance of the MSA) schedule the site visit(s), hardware/software installation(s)/staff training(s) and system try-out(s) at the _____ Sheriff's Office in _____ County and then the _____ Sheriff's Office in _____ County, **provided a Technology Assessment at each of these two (2) Sheriffs Offices by BI2 Technologies, LLC, confirms and indicates a sufficient, existing Technology Capacity at each to participate in the Upgrade and Expansion of the existing Facial Recognition Technology program at the Essex County Sheriff's Office in Middleton, MA into other Massachusetts Sheriffs' Jurisdictions.** During this phase of Project implementation, BI2 Technologies, LLC, will assist these two (2) Sheriffs' Offices with all steps required of installation networking and transfer of the MSA Facial Recognition System to be provided by BI@ Technologies, LLC, into two (2) selected Police Departments each in _____ County and _____ County, as determined by the _____ Sheriff and the _____ Sheriff. BI2 Technologies, LLC will complete all activity associated with this phase of Project implementation between _____ and _____. Upon successful completion of the deliverables, installation(s), and staff training(s) at the Sheriffs' Offices listed above, and the two (2) selected Police Departments in each of these two (2) counties, the MSA will make a payment of equal to \$ _____ to BI2 Technologies upon submission of an invoice accompanied by a signed letter from each Sheriffs' Offices listed above certifying that they have received and accepted to their satisfaction the required deliverables.

[DRAFT No. 1]

VI. BI2 Technologies, LLC, will then (with the assistance of the MSA) schedule the site visit(s), hardware/software installation(s)/staff training(s) and system try-out(s) at the _____ Sheriff's Office in _____ County and then the _____ Sheriff's Office in _____ County, **provided a Technology Assessment at each of these two (2) Sheriffs Offices by BI2 Technologies, LLC, confirms and indicates a sufficient, existing Technology Capacity at each to participate in the Upgrade and Expansion of the existing Facial Recognition Technology program at the Essex County Sheriff's Office in Middleton, MA into other Massachusetts Sheriffs' Jurisdictions.** During this phase of Project implementation, BI2 Technologies, LLC, will assist these two (2) Sheriffs' Offices with all steps required of installation networking and transfer of the MSA Facial Recognition System to be provided by BI@ Technologies, LLC, into two (2) selected Police Departments each in _____ County and _____ County, as determined by the _____ Sheriff and the _____ Sheriff. BI2 Technologies, LLC will complete all activity associated with this phase of Project implementation between _____ and _____. Upon successful completion of the deliverables, installation(s), and staff training(s) at the Sheriffs' Offices listed above, and the two (2) selected Police Departments in each of these two (2) counties, the MSA will make a payment of equal to \$ _____ to BI2 Technologies upon submission of an invoice accompanied by a signed letter from each Sheriffs' Offices listed above certifying that they have received and accepted to their satisfaction the required deliverables.

VII. BI2 Technologies, LLC, will then (with the assistance of the MSA) schedule the site visit(s), hardware/software installation(s)/staff training(s) and system try-out(s) at the _____ Sheriff's Office in _____ County and then the _____ Sheriff's Office in _____ County, **provided a Technology Assessment at each of these two (2) Sheriffs Offices by BI2 Technologies, LLC, confirms and indicates a sufficient, existing Technology Capacity at each to participate in the Upgrade and Expansion of the existing Facial Recognition Technology program at the Essex County Sheriff's Office in Middleton, MA into other Massachusetts Sheriffs' Jurisdictions.** During this phase of Project implementation, BI2 Technologies, LLC, will assist these two (2) Sheriffs' Offices with all steps required of installation networking and transfer of the MSA Facial Recognition System to be provided by BI@ Technologies, LLC, into two (2) selected Police Departments each in _____ County and _____ County, as determined by the _____ Sheriff and the _____ Sheriff. BI2 Technologies, LLC will complete all activity associated with this phase of Project implementation between _____ and _____. Upon successful completion of the deliverables, installation(s), and staff training(s) at the Sheriffs' Offices listed above, and the two (2) selected Police Departments in each of these two (2) counties, the MSA will make a payment of equal to \$ _____ to BI2 Technologies upon submission of an invoice accompanied by a signed letter from each Sheriffs' Offices listed above certifying that they have received and accepted to their satisfaction the required deliverables.

[DRAFT No. 1]

VIII. BI2 Technologies, LLC, will compile and present progress report(s) to the MSA on _____, _____ and _____, 201_. The third (3rd) of these requested reports will constitute a Final and Close-Out Report of all agreed-up Project Activity. Upon submission of a Close-Out Report by BI2 Technologies, LLC, and written acceptance of same by the MSA, the MSA make a payment of equal to \$ _____ to BI2 Technologies upon submission of an invoice for same.

IX. BI2 Technologies, LLC, will re-visit and conduct / update individual staff training and/or system training as required, and conduct further system "de-bugging" as required per any request by Sheriffs at locales as necessary in 2010 and 2011. Year 2 of this Implementation Plan and Payment Schedule shall mean "Calendar Year 2011." For provision of [System] Support & Services during 2011 to the MSA, including the Sheriffs Offices that subsequently participate in the noted Upgrade and Expansion of Facial Recognition System for the Massachusetts Sheriffs' Association, the MSA shall pay an amount equal to \$11,500.

Agreed: March 15, 2010

JAMES F. WALSH
Executive Director,
Massachusetts Sheriffs' Association (MSA)

SEAN G. MULLIN
President and CEO,
BI2 Technologies, LLC

[DRAFT No. 1]

Walsh, James F (SDA)

From: Walsh, James F (SDA)
Sent: Monday, March 15, 2010 12:28 PM
To: [REDACTED]
Cc: 'Jim Walsh'
Subject: FW: RE: Upgrade and Expansion of Facial Recognition System: MSA AWARD LETTER and Two Proposed (DRAFT) Related Documents
Attachments: FACIALRECOGNTECHEXpan PROPOSED AWARD LET to BI2 DRAFT1 03142010.doc;
FACIALRECOGNTECHEXpan Goods&ServicesAgreewBI2Tech DRAFT1 03142010.doc;
FACIALRECTECH EXPAN ProjImplemenPlanSched DRAFT 03142010.doc

James F. Walsh, Executive Director
Massachusetts Sheriffs' Association

[REDACTED]
[REDACTED] direct
[REDACTED] fax
(617) 548-2398

My new email address:

[REDACTED]@js

From: Walsh, James F (SDA)
Sent: Monday, March 15, 2010 12:00 PM
To: 'Sean G. Mullin'
Cc: Michael McCormack, Sheriff; Bellotti, Michael
Subject: RE: Upgrade and Expansion of Facial Recognition System: MSA AWARD LETTER and Two Proposed (DRAFT) Related Documents

Sean:

Good Morning:

Please convey my apologies to all there at BI2 Technologies, LLC, for my absence today. [Common-sense and courtesy dictate that I remain here and not in a place where I can spread this horrible cold/flu of mine. I thank you, again, for your patience and understanding on this point.]

Attached to this e-mail, you will find **three (03)** specific sub-documents that you will see in a **pending** Final Contract document; **the first is the Acceptance and Award Letter: This is out in the U.S. Mail to you.** The Second attachment is **a proposed (DRAFT)** "Goods & Services Agreement" and the Third Attachment is **a proposed (DRAFT)** "Project Implementation Plan and Payment Schedule."

PLEASE NOTE – and, be absolutely re-assured -- what I am presenting here is just a set of DRAFT(s) to guide our discussions in finalizing the content of these two key documents. You will see that I have basically taken the structure, format and content of the documents we signed for the prior "Iris Biometric Identification Program" in 2007 and modified them, accordingly, to reflect the MSA IFR Facial Recognition Technology objectives. So, you will see that I am proposing we go with a "chunking" of scheduled Project Activity, and a correlating plan to pay invoices on completion of each "chunk" of the Project. **BUT, please note:** This is just an approach to start the discussion; **I am quite willing to pursue an alternate approach if you have a proposal for same.**

Two additional points that I kindly ask we discuss off-line, please: