



Williamson County Purchasing Department  
901 South Austin Avenue  
Georgetown, Texas 78626  
(512) 943-3553  
[www.wilco.org/purchasing](http://www.wilco.org/purchasing)  
[purchase@wilco.org](mailto:purchase@wilco.org)

## Sole Source Justification Request

### Definition of a Sole Source Purchase

Sole Source Item – goods and/or services which can only be obtained from ONLY ONE source, including:

- Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies
- Films, manuscripts, or books
- Electric power, gas, water, and other utility services,
- Captive replacement parts or components for equipment which there is no commercially available substitute, and which can be obtained only from the manufacturer and/or manufacturer's distributor; item where compatibility is the overriding consideration, such as computer operating software enhancements for an existing system, continuation of an existing contract when work is so closely related to that of the uncompleted basic contract that it would not be feasible to consider another potential contractor.

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, **all Sole Source Justifications must be approved in Commissioners Court.**

**Required Documentation that must accompany this request before this purchase can be considered** (any missing documentation will result in delays). *Check all included documents:*

- ☒ **This request form completed and signed**
- ☒ **A written quote from the supplier, listing the goods, services and pricing**
- ☒ **Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are the only Sole Source provider of the service or item needed.**
- ☒ **Notarized Sole Source affidavit completed by the supplier**
- ☒ **Signed letter of recommendation from the Elected Official or County Department Head. Must provide a detailed written explanation as to why competitively bidding the product or service would be impracticable and that the cost charged by the supplier is reasonable and customary.**

**Requestor Name and County Office/Department:**

**Requestor Title and Phone Number:** Sheriff Robert Chody

(512) 943-1300

**Requested Single Sole Source Supplier:**

**Company Name:** Pen-Link Ltd

**Contact Name:** Matthew Booth

**Address:** 5944 Vandervoort Drive

**City, State, Zip:** Lincoln, Nebraska, 68516

**Phone Number:** (402) 421-8857

**Email:** mbooth@penlink.com

**Website:** https://www.penlink.com/

**Is the recommended supplier the manufacturer? Yes? No?**

**Does the manufacturer sell the item(s) through distributors? Yes? No?**

**Description of the Product or Service:** (If additional space is needed, include in a separate page)  
*Describe the full scope of work, including installation if required; items should include brand, model and part number if applicable.*

Pen-Link PLX is a comprehensive collection and Analysis solution for the massive quantities of data garnered from investigations. The program is an all-inclusive analysis tool to combine data from all types of communication devices in order to collect, email and other Internet communication data, analyze and export large volumes of social media. The program includes charting tools to identify data links, frequencies, timelines, and call associations using an array of charting tools. The program is capable of loading large large quantities of files from an array of file types and sources. The data and content collected from judicially authorized pen register and Title III cases can be monitored in real time for analysis and reporting as well as being able to create custom reports from one or more data sets up to a year. The cell mapping feature uses global positioning to plot cell site usage and ping coordinates in real time. The program manages target alerts and get access to historic and live collection locations enabling location histories and predict future movements with customizable mapping features. Real-time lat/long notifications for new calls and pings will be enable investigators to rapidly respond to locations they need to be with the use of the in-app navigation to locate a targets most recent location. This program is license based without the need to purchase additional hardware. It includes the cost of maintenance and training.

**Schedule:** *Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP":*

June 06, 2020

**Estimated Cost:** \$ 10,910.00

## SOLE SOURCE RATIONALE

Complete the following checklist:

The requested supplier is the only source of required item(s) or service(s) because:

Check all that apply:

- ☒ The required item or service is proprietary to the supplier
- ☒ The recommended supplier holds the patent on the requested item(s)
- ☒ The recommended supplier is the only supplier capable of performing the requested service
- ☐ **A specific item is needed:**
  - ☐ To be compatible or interchangeable with existing hardware
  - ☐ As a spare or replacement hardware
  - ☐ For the repair or modification of existing hardware
  - ☐ For technical evaluation or testing

- ☒ **Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?** If so, please list and describe such attempts: An attempt was made to obtain the service from a company we use to extract data from cell phones. The program they had would just analyze data from extracted data of certain devices. There was no ability to map cell towers in real time or to obtain rapid telephone subscriber information during crucial times. The cost was more than \$100k with an annual \$65k fee.

- ☐ **There is a substantial risk in selecting another product or service provider.** If so, please describe: n/a

- ☒ **It is not possible to obtain competitive bids for consideration.** If so, why: Pen-Link was established in 1987 and used by all Federal and State investigative agencies conducting similar investigations. No other company offers the capabilities of this program.

- ☐ **Are there any other companies who can provide the services or needed items?** If so, please list and provide explanation of why they were unable to meet the requirements: n/a


☐ List any other sources, suppliers, products or service providers that you reviewed in your selection process: n/a

☒ List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.): Product evaluations at one of the largest vendor exhibits in the nation with more than 600 vendors demonstrating analytics. Internet based search with telephone conference follow up.

## ACKNOWLEDGEMENT

- ☒ I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.
- ☒ I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: 5-20, 20  

Signature\*: 

*\* By typing your name, this is equivalent to a legal signature*

**NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a new Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders. The sole source term is generally aligned with the contract term. In certain cases, the Purchasing Agent may determine that the 14-day public posting in BidSync is not necessary. This depends on the circumstance of the particular item/service and the type of sole source.**





Quote

Company Address 5944 Vandervoort Dr.  
Lincoln, Nebraska 68516  
United States

Quote Number 00009420

Created Date 5/14/2020

Williamson County Sheriff's Office (TX)  
Williamson County Sheriff's Office (TX)  
508 S Rock St  
Georgetown, Texas 78626  
United States

Williamson County Sheriff's Office (TX)

508 S Rock St  
Georgetown, Texas 78626  
United States

Prepared By Matthew Booth

Expiration Date 7/31/2020

Freight Terms FOB Origin

Payment Terms Net 30

Quantity	Item Description	Sales Price	Discount Each	Total Price
2.00	PLX SOFTWARE LICENSE - PROFESSIONAL EDITION (PHONE) Autoload, analyze, and map CDRs, cell tower data, and cell phone forensics data.	\$6,500.00	3,250.00	\$6,500.00
2.00	PLX SOFTWARE LICENSE - SEARCH WARRANT EDITION (IP) to be combined with PROFESSIONAL or INTERCEPT EDITION (TELEPHONE) Autoload and analyze historical internet protocol data from social media, email, and other internet sources.	\$2,750.00	1,375.00	\$2,750.00
2.00	ADD-ON: CELL PHONE FORENSICS FOR PLX SOFTWARE LICENSE - PROFESSIONAL EDITION (TELEPHONE) Autoload and analyze cell phone forensic data.	\$500.00	250.00	\$500.00
2.00	ADD-ON: PEN-PROXY FOR PLX SOFTWARE LICENSE - PROFESSIONAL EDITION (TELEPHONE) Connect to third-party data providers.	\$650.00	325.00	\$650.00
1.00	ANNUAL TRAINING SUBSCRIPTION	\$682.50	172.50	\$341.25

Subtotal \$21,482.50

Discount \$10,572.50

Tax \$0.00

Total Price \$10,910.00

Pen-Link, Ltd, Maintenance and Support Terms and Conditions

Pen-Link, Ltd is a U.S. - Based Small Business

DUNS: 195956636 / TIN: 47-0707585 / CAGE: 0K6H9

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## 1. Terminology

The following terms and definitions apply throughout this document.

- 1.1. Pen-Link Software. Pen-Link Software is software developed and manufactured by Pen-Link, Ltd.
- 1.2. Pen-Link Customer (also "Customer"). A Pen-Link Customer, or Customer, is any agency or other entity that has one or more current, valid Licenses for Pen-Link Software purchased from or through Pen-Link, Ltd. Pen-Link, Ltd. Maintenance and Support Terms and Conditions
- 1.3. Basic Technical Support Package. Entitles our customers to normal business hours telephone support at Pen-Link, Ltd.'s published number and/or assistance via e-mail.
- 1.4. Standard Maintenance and Support. Standard Maintenance is a Maintenance option that includes Software Updates, Software Upgrades, and Basic Technical Support as defined herein.
- 1.5. Premium Maintenance and Support. Premium Maintenance is a Maintenance option that includes Software Updates, Software Upgrades, and Premium Technical Support as defined herein.
- 1.6. Software Update. A Software Update is an enhancement including additions, changes, and bug fixes to Pen-Link Software that is already in the applicable commercial market. Software Updates occur within the same major version number of an existing software product. For example, replacing Pen-Link v8.1.29.0 with Pen-Link v8.1.30.0 would constitute a Software Update. Such an update is often referred to as a New Build of the Pen-Link Software.
- 1.7. Software Upgrade. A Software Upgrade is the replacement of an older major version of an existing Pen-Link Software product or products, with a newer major version of a Pen-Link Software product or products, to the extent required to maintain the same operational functionality that was supported by the Pen-Link Software prior to the upgrade. For example, upgrading from Pen-Link Version 7 to Pen-Link Version 8 (where 8 is the newer major version) would constitute a Software Upgrade, so long as the installation of the newer version of the Pen-Link Software supported at least the same operational functionality that the Customer had under Pen-Link version 7. Upgrades do not apply to new software products that Pen-Link, Ltd. may release to the commercial market from time to time in the future.
- 1.8. Basic Technical Support (also "Basic Support"). Basic Technical Support is a Support option that includes telephone-based Technical Support for the Pen-Link Software licensed by the Customer. Basic Technical Support also includes assistance via email or other automated processes such that Pen-Link, Ltd. may deem fit to offer. Basic Technical Support may be obtained by contacting Pen-Link, Ltd. via its published, main telephone number (currently 402-421-8857), its general support email account (support@penlink.com), or its World Wide Web site (www.penlink.com). Basic Technical Support is available Monday through Friday, from 8:00 AM to 5:00 PM Central time, except for holidays.
- 1.9. Premium Technical Support (also "Premium Support"). Premium Technical Support is a Support option that includes all of the support services offered with Basic Technical Support (Section 1.8), plus Emergency After-Hours support for live communication interception and collection operations. Emergency After-Hours support services may be accessed through methods, including telephone access, that are provided to the customer at the time of purchase. Emergency After-Hours support services are available Monday through Friday, from 5:01 PM - 7:59 AM Central time and all day Saturday & Sunday, including holidays.
- 1.10. Maintenance and Support Agreement ("Agreement"). This Maintenance and Support Agreement is the Agreement between Pen-Link, Ltd. and the Customer regarding the terms and conditions under which the Maintenance and Support Services described in this document are purchased and provided.

## 2. Software

- 2.1. Maintenance is an optional service offered by Pen-Link Ltd. to augment a purchase of Pen-Link Software. Maintenance may be purchased by a Pen-Link Customer along with, or subsequent to, the purchase of Pen-Link Software.
- 2.2. Maintenance is offered only pursuant to a Maintenance and Support Agreement between the Customer and Pen-Link, Ltd.
- 2.3. Pen-Link, Ltd. offers two levels of Maintenance that a Customer may purchase: Standard Maintenance and Premium Maintenance, as defined in Sections 1.4 and 1.5 respectively.
- 2.4. Maintenance applies only to software developed and manufactured by Pen-Link, Ltd. Maintenance does not apply to software developed and manufactured by companies other than Pen-Link, Ltd. Unless otherwise specified in a separate, written agreement between Pen-Link, Ltd. and the Customer, to which Pen-Link, Ltd. is a signatory party, Maintenance does not include updates, upgrades, or bug fixes to, or new releases of, any third-party software or hardware purchased through Pen-Link, Ltd. or with the assistance of Pen-Link, Ltd. Support for third party software and hardware products bundled with Pen-Link, Ltd. licensed Pen-Link Software is available only according to the third-party manufacturer's support policies.
- 2.5. All Maintenance deliveries are subject to the terms and conditions of the applicable End User License Agreement EULA for the Licensed Software.

## 3. Technical Support ("Support")

- 3.1. Technical Support Support is an optional service offered by Pen-Link, Ltd. to support a Customer in the authorized use of licensed Pen-Link Software.
- 3.2. Support is offered only pursuant to a Maintenance and Support Agreement between the Customer and Pen-Link, Ltd.
- 3.3. Pen-Link, Ltd. offers two levels of Technical Support: Basic Technical Support and Premium Technical Support, as defined in

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Sections 1.8 and 1.9 respectively.

3.4. Pen-Link, Ltd. will make every reasonable attempt to answer a Customer's Support questions and address a Customer's Support concerns. However, Support is offered on a good faith, diligent effort basis only, and Pen-Link, Ltd. may not be able to resolve every request for Support.

3.5. Technical Support is provided for ongoing, operational use of the licensed Pen-Link Software; Support is not intended to be a substitute for training or professional services necessary for the implementation or system redesign of the licensed Pen-Link Software, which are outside the scope of this agreement. All such services, including without limitation, training, on-site assistance, consultation, custom programming and other software customizations, network design, and database and network administration, may be provided pursuant to separate agreements with and by Pen-Link, Ltd.

3.6. Unless otherwise specified in a separate, written agreement between Pen-Link, Ltd. and the Customer, to which Pen-Link, Ltd. is a signatory party, Support is available only for the current and immediately preceding version of the licensed Pen-Link Software. Support for a previous version of Pen-Link Software is provided up to a maximum of eighteen (18) months after the release of the current version of software, provided that the Customer and Pen-Link, Ltd. are parties to a current Maintenance and Support Agreement.

3.7. Unless otherwise specified in a separate, written agreement between Pen-Link, Ltd. and the Customer, to which Pen-Link, Ltd. is a signatory party, Support does not include any of the following:

3.7.1. Support for database products or so-called DBMS or Database Management Systems, including without limitations, setup and alteration and/or configuration of such products, and resolution of errors related directly to such products.

3.7.2. Resolving network, workstation, or other environmental errors not directly related to the licensed Pen-Link Software.

3.7.3. Support for any licensed Pen-Link Software working on or with any version of any database, Database Management System, operating system, or other hardware or software product or system that is not specifically identified as interoperable and compatible with the specific version of the license Pen-Link Software being used.

3.7.4. Support for any alpha, beta, or other preproduction release of any software, including Pen-Link Software.

3.7.5. Support for any changes to Pen-Link Software made outside of the product's scope by a customer or by any third party.

3.7.6. Support for any licensed Pen-Link Software that is used for a purpose, or in a manner, for which it was not designed.

## 4. Terms and Conditions

4.1. Maintenance and Support Agreements are options made available by Pen-Link, Ltd. for a Customer to purchase.

4.2. Maintenance and Support Agreements are offered on an annual basis.

4.3. Unless otherwise specified in a separate, written agreement between Pen-Link, Ltd. and the Customer, to which Pen-Link, Ltd. is a signatory party, Maintenance and Support Agreements will renew automatically at the end of each annual term, provided that the Customer pays the applicable renewal fees.

4.4. Unless otherwise specified in a separate, written agreement between Pen-Link, Ltd. and the Customer, to which Pen-Link, Ltd. is a signatory party, a Customer's Maintenance and Support Agreement is to be paid at the start of each annual term.

4.5. Payment. The Customer will be invoiced prior to any annual Maintenance and Support term (initial or renewal terms). The Customer agrees to make payment to Pen-Link, Ltd. no later than thirty (30) days from the date of the invoice, unless otherwise agreed upon in writing. Unless otherwise instructed, the Customer will make payment directly to Pen-Link, Ltd.

4.6. Pen-Link, Ltd.'s obligations hereunder are subject to the Customer's timely payment for Maintenance and Support. Failure of the Customer to pay fees in a timely manner for any term of Maintenance and Support may, at the sole discretion of Pen-Link, Ltd., result in the termination or suspension of Maintenance and Support services.

4.7. Lapses and Reinstatement. If a Customer's Maintenance and Support agreement terminates as a result of expiration or otherwise pursuant to this Agreement, and the Customer decides to reinstate the Agreement, the Customer will be required to pay the applicable Maintenance and Support fees for the lapsed period (the time elapsed between the Agreement expiring and subsequently being reinstated), plus a reinstatement fee equal to 10% of the fees for the lapsed period.

4.8. Taxes. The Customer is responsible for payment of all applicable taxes, value added taxes, or other taxes (however designated) related to the Maintenance and Support of the Licensed Software, unless otherwise agreed upon and stated in writing.

4.9. This Agreement will automatically terminate for each Licensed Pen-Link Software product upon termination of the EULA corresponding to such Pen-Link Software product.

4.10. The Customer may terminate this Agreement for Convenience, but the Customer will not be entitled to a refund of any paid fees in such an event.

4.11. Additional Orders. Orders by the Customer for additional Pen-Link Software products or additional licenses of Pen-Link Software products will increase the Customer's Maintenance and Support fees under this Agreement.

4.12. We reserve the right to impose a convenience fee of 2.0% for credit card processing on amounts over \$10,000.

## 5. Warranty and Liability Disclaimer

5.1. Pen-Link, Ltd. warrants that the Maintenance and Support services provided to the Customer under this Agreement shall be performed with due care, and in a professional and workmanlike manner. Pen-Link, Ltd. does not otherwise warrant the accuracy or completeness of any services provided pursuant to this Agreement. PEN-LINK, LTD. DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, IN CONNECTION WITH THE SUBJECT OF THIS AGREEMENT. IN NO



Quote

EVENT, UNDER ANY THEORY OF LAW, SHALL EITHER PARTY AND/OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS AND/OR ITS AFFILIATES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PEN-LINK, LTD. S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE PREPAID AND UNUSED PORTION OF THE CUSTOMER S MAINTENANCE AND SUPPORT FEES PAID TO PEN-LINK, LTD. PEN-LINK, LTD. SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR ANY SERVICES PROVIDED BY ANY PARTNER OR ANY OTHER THIRD PARTY.

5.2. It is the sole responsibility of the Customer to make and maintain adequate backup copies of software and data.

5.3. In no event will Pen-Link, Ltd. be responsible for lost data.

## 6. Miscellaneous

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the Customer and Pen-Link, Ltd. related to the subject matter hereof, and additions or modifications shall be binding upon the parties only if the same shall be in writing and duly executed by the Customer and a duly authorized officer of Pen-Link, Ltd. The Licensed Pen-Link Software is licensed under a separate End User License Agreement (EULA) and professional services, if any, are provided under a separate professional services agreement. The terms and conditions of any Customer purchase order are only binding on Pen-Link, Ltd. if they are agreed to in writing by an authorized Pen-Link, Ltd. officer and in a document other than the purchase order.

6.2. Waiver. The waiver or failure of either party to exercise in any respect any right shall not be deemed a waiver of any further or future right.

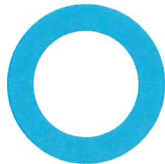
6.3. Assignment. The Customer may assign this Agreement only in connection with a proper and valid assignment of the corresponding EULA to the extent permitted there under; provided that the Customer gives written notice of such assignment to Pen-Link, Ltd. Pen-Link, Ltd. may freely assign this Agreement to a purchaser of that portion of Pen-Link Ltd. s business to which this Agreement relates, to the surviving corporation in the event of a merger, and to any affiliate or third-party whom Pen-Link authorizes to provide Maintenance and Support for the Licensed Pen-Link Software of the nature contemplated hereby.



PLX



COLLECTION AND ANALYSIS



## A COMPREHENSIVE COLLECTION AND ANALYSIS SOLUTION

The massive quantities of data garnered in from your investigations can be overwhelming.

That is why we created PLX—the combined investigative power of all our collection and analysis tools into one all-inclusive platform.



## INVESTIGATE ALL COMMUNICATION TYPES

Collect, analyze, and export large volumes of social media, email, and other internet communications data.



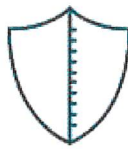
## CHARTING TOOLS

Identify data links, frequencies, timelines, and call associations using an array of charting tools.



## SIMPLE FILE LOADING

Load large quantities of data from an array of file types and sources.



### DATA AND CONTENT COLLECTION

Collect judicially authorized pen register and Title III data and content in real-time for monitoring, analysis, and reporting.



### EXTENSIVE REPORTING CAPABILITIES

Query, sort, and display standard or custom reports from one or more data sets.



### CELL SITE MAPPING

Use global positioning to plot cell site usage or ping coordinates from judicially authorized real-time or historical data.



## STAY IN TOUCH

EMAIL OPT IN



### CONTACT

5944 VanDervoort Drive

Lincoln, NE 68516 USA

Main 402.421.8857

Support 402.421.9132

support@penlink.com

Para español

soporte@penlink.com

- Training Schedule
- Submit a Case
- Sales

- About

- Careers
- Contact Us

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DATE: May 11, 2020

TO: Williamson County Sheriff's Office | Georgetown, Texas

FROM: Matthew Booth, Territory Sales Manager | PenLink

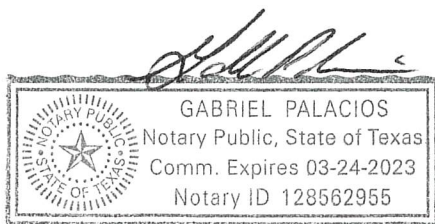
RE: Sole Source

Pen-Link, Ltd. Is the sole source provider of all Pen-Link Software Products in the United States. We utilize no agents, dealers or distributors. Pen-Link Software can only be purchased directly from Pen-Link, Ltd., which is located in Lincoln, Nebraska.

Sincerely,



Matthew Booth  
Territory Sales Manager  
PenLink



MAY 11, 2020





Williamson County Purchasing Department  
100 Wilco Way, Ste P101  
Georgetown, Texas 78626 (512) 943-3553  
[www.wilco.org/purchasing](http://www.wilco.org/purchasing)  
[purchase@wilco.org](mailto:purchase@wilco.org)

## NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS  
COUNTY OF WILLIAMSON

### KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared \_\_\_\_\_, who after being duly sworn on oath stated the following:

My name is Matthew Booth. My title is Territory Sales Manager.  
I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

#### Sole-source items include:

Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.

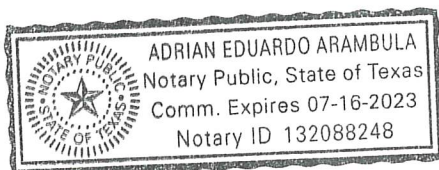
I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: PenLink PLX.  
I am the sole-source supplier of this item because: PLX is the only software that analyzes I.P. comm. and CDR's in the same U.I.. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 14<sup>th</sup> day of May, 2020.

[Signature]  
[Signature]

MATTHEW BOOTH, TERRITORY SALES MGR.  
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on 14<sup>th</sup> of May, 2020, by Matthew Booth.  
[Printed Name]



[Signature] [Signature] Notary Public  
State of Texas  
My Commission expires on 07-16-2023



Tim Ryle  
Chief Deputy

**Robert Chody**  
WILLIAMSON COUNTY SHERIFF  
508 South Rock Street  
Georgetown, Texas 78626  
Phone (512) 943-1300 \* Fax (512) 943-1444

Roy Fikac  
Asst Chief Deputy - Law Enforcement

Randolph Doyer  
Asst Chief Deputy - Corrections

To: Williamson County Purchasing  
From: Sheriff Robert Chody  
Subject: Sole Source Purchase of Pen-Link  
Date: May 28, 2020

I support the purchase of the Pen-Link PLX and Pen Point programs for use in the Criminal Investigations Division (CID). Technology is ever evolving with criminals utilizing technology to elude law enforcement. It is imperative that our investigators are provided the tools necessary to not only access and analyze electronic storage devices but also to have the tools necessary to track and locate people committing crimes.

Pen-Link is a sole sourced program being used by many federal law enforcement agencies to analyze large volumes of data to link criminal organizations together and analyze the data to help detectives secure successful prosecution of cases.

The program is an all-inclusive analysis tool to combine data from all types of communication devices to collect email and other Internet communication data, analyze and export large volumes of social media. The program includes charting tools to identify data links, frequencies, timelines, and call associations using an array of charting tools. The program can load large quantities of files from an array of file types and sources.

The data and content collected from judicially authorized pen register and Title III cases can be monitored in real time for analysis and reporting as well as being able to create custom reports from one or more data sets.

The cell mapping feature uses global positioning to plot cell site usage and ping coordinates in real time. The program manages target alerts and get access to historic and live collection locations enabling location histories and predict future movements with customizable mapping features. Real-time lat/long notifications for new calls and pings will be enable investigators to rapidly respond to locations they need to be with the use of the in-app navigation to locate a targets most recent location.

This technology will be an asset to the Criminal Investigations Division to both help solve crime as well as prevent future crime by analyzing criminal behavior.

There isn't another company providing this technology for law enforcement therefore the competitive bidding process would not be feasible.