

EXHIBIT-A

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To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
AND
Idemia Identity & Security USA, LLC dba MORPHO USA Inc., hereinafter referred to as
"CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

- A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Exhibits B-F.
- A.2** The Contract Manager for this contract within the Monterey County Sheriff's Office shall be the Department Information Technology Manager.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

- a. County shall pay an amount not to exceed \$3,730,330.00 for the performance of all things necessary for the performance of work as set forth in Exhibit B.
- b. Payment is detailed in the below chart:

Payment Schedule for Milestone Deliverables			
All Payment Milestone Deliverables have to be approved and accepted prior to payment			
Implementation Payment Milestones			
1	Requirements Definition Document (RDD)	upon invoice	\$180,500.00
2	Acceptance Test Plan	upon invoice	\$72,200.00
3	Pre-Shipment Review *(This milestone includes \$36,000 taxable hardware)	upon invoice	\$54,150.00
4	Go Live (15%)	upon invoice	\$54,150.00
	Tax on Hardware \$9.25% on \$36,000- Milestone 3	0.0925	\$3,330.00
Subtotal for Implementation Payment Milestones			\$364,330.00

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Maintenance also includes software upgrades when newer AFIS software is available.

Payment Schedule for Maintenance

Maintenance	\$46,750 per month
Fiscal Year (FY) (12 months)	\$561,000.00 per FY

Maintenance will be billed on a fiscal year basis, not an annual year.

The cost for Maintenance will not exceed **\$3,366,000.00** for the term of this contract.

- c. Optional Components – can be purchased during the life of the agreement/contract (annual maintenance will be added to the agreement/contract)

Additional Components			
Qty	Description	Price	Maintenance
1	MBIS Archive Services (MAS), including: <ul style="list-style-type: none"> • Archive and retrieval services for all Persons coming into the MCSO system from Go Live onward • 50 concurrent licenses for access • Storage of fingerprint images, palm print images, mugshots, and booking descriptors • Ability to print and export NIST files 	\$50,000	\$625 per month, \$7,500 annually
1	Multimodal Expert Workstation, including: <ul style="list-style-type: none"> • Control Computer, LED Monitor, Keyboard, and Mouse • Latent Expert Workstation Software • Flatbed Scanner • Card Capture Expert workstation Software • Central Viewer Software • Reviewer Software *\$3,000 of the \$39,000 is taxable	\$39,000	\$357.50 per month, \$4,290 annually

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EXHIBIT-A

Additional Components - continued			
Qty	Description	Price	Maintenance
1	Latent Expert Workstation, including: <ul style="list-style-type: none"> • Control Computer, LED Monitor, Keyboard, and Mouse • Latent Expert Workstation Software • Central Viewer Software • Reviewer Software *\$3,000 of the \$30,000 is taxable	\$30,000	\$275 per month, \$3,300 annually
1	Card Capture Workstation, including: <ul style="list-style-type: none"> • Control Computer, LED Monitor, Keyboard, and Mouse • Flatbed Scanner • Card Capture Expert workstation Software • Central Viewer Software • Reviewer Software *\$3,000 of the \$21,000 is taxable	\$21,000	\$150 per month, \$1,800 annually
1	Reviewer Client Workstation, including: <ul style="list-style-type: none"> • Control Computer, LED Monitor, Keyboard, and Mouse • Central Viewer Software • Reviewer Software *\$2,000 of the \$19,000 is taxable	\$19,300	\$108.33 per month, \$1,300 annually
91	MorphoDent Mobile Devices *Per unit price is \$1,550 *\$210 of the \$1,550 is taxable	\$141,050	\$15,925
91	RapID X1 Mobile Devices *Per unit price is \$2,410 *\$1,050 of the \$2,410 is taxable	\$219,310	\$43,043
1	Direct Capture License (Annual Fee)	\$365	N/A
1	MorphoWave Unit *\$2,700 of the \$7,000 is taxable	\$7,000	\$87.50 per month, \$1,050 annually
	Logistical Services, including: <ul style="list-style-type: none"> • Shipping Carriage Paid To (CPT) Salinas, CA • Delivery scheduled upon receipt of order 	Included	Included

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ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

Invoicing shall occur upon milestone achievement during the project implementation; invoicing for Cloud service maintenance should occur at the beginning of each state fiscal year July 1st through June 30th if possible or monthly for Cloud service maintenance. All invoices shall reference the purchase order (which will be provided by budgets). It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, CA 93906

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services (with the exception of fiscal/monthly payments for Cloud maintenance service fees) or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.