



Monterey County Board of Supervisors

Attachment C

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-14029

Upon motion of Supervisor Adams, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

- a. Approved and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign a two (2) year agreement, containing non-standard language, with Idemia Identity and Security USA, LLC in the amount of \$139,808.83 for the period of June 1, 2018 to May 31, 2020 and;
- b. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign up to three (3) future amendments to the agreement where the amendments does not significantly change the scope of work, and where the amendments does not increase the contract value more than ten percent (10%) or \$13,980.00, for a maximum not to exceed amount of \$153,788.83

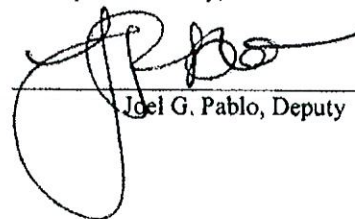
PASSED AND ADOPTED on this 26th day of June 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams
 NOES: None
 ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting June 26, 2018.

Dated: June 28, 2018
File ID: 18-634

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California



Joel G. Pablo, Deputy

**IDEMIA IDENTITY & SECURITY USA LLC
SYSTEM MAINTENANCE TERMS AND CONDITIONS**

for use with

U.S. End User Customers

covering

Idemia® TouchPrint™ Live Scan Product Line

I. GENERAL SCOPE OF COVERAGE

Subject to payment in full of the applicable maintenance fees for the system ("System") described in Idemia Identity & Security USA LLC's ("Idemia") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), Idemia, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

II. MAINTENANCE SERVICES

The Services provided by Idemia are those services selected by Customer from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services. *Included With All Remedial Maintenance Services* are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the Idemia TouchCare Support Center via Idemia toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Idemia's technical support staff to resolve unique problems.
- Idemia shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become Idemia's property. Idemia shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Idemia, replacement parts and components needed at international destinations shall be shipped by Idemia to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event Idemia ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties, tariffs, taxes, and all other delivery related charges.

- Idemia shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by Idemia and for which Idemia, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Idemia Maintenance Agreement Addendum. Customer shall provide Idemia with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Idemia shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then Idemia shall install the Update during any subsequently scheduled on-site visit by Idemia for service of the System. An "Update" means a new release of such System software components that are developed by Idemia which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. *Idemia's 24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Idemia's Help Desk.
- Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. Idemia shall use its best efforts to have a Idemia's field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by Idemia's Help Desk for customers located within a 100 mile radius of an authorized Idemia's service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of Idemia's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than [5] Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than [250] miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. Idemia's 9/5 Maintenance Services are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with Idemia's Help Desk.
- Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. Idemia shall use its best efforts to have an Idemia's field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Idemia's Help Desk if Customer's facility is located within a 100 mile radius of an authorized Idemia's service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Idemia's acceptance of Customer's request for after hours service, Customer shall

pay for such after hours service on a time and materials basis at Idemia's then current rates.

- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of Idemia's Development Management Team, require a significant development or deployment effort.** Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than [5] Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than [250] miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. Idemia's Help Desk Maintenance Services are as follows:

- The Services do not include any Idemia on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Idemia Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Idemia trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with Idemia's periodic requirements. Unless otherwise agreed in writing by Idemia, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Idemia's Help Desk.

- Idemia shall furnish all parts and components necessary for the maintenance of the System. Idemia's shipment of a replacement part to Customer will be initiated promptly after the Idemia's Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by Idemia to be returned to Idemia, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to Idemia within two (2) weeks after receipt of the replacement part. Idemia is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]
- Upon Customer's request for Idemia on-site service, Idemia shall use its best efforts to have a Idemia field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Idemia's Help Desk. Customer shall pay for such on-site service on a time and travel basis at Idemia's then current rates and travel policies, respectively. Prior to dispatch of a Idemia engineer, Customer shall provide Idemia with a purchase order ("P.O."), complete Idemia's P.O. Waiver form, or provide Idemia with a valid credit card number.

E. Preventive Maintenance Services. Idemia's *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with Idemia's specifications for such System. Idemia and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with Idemia's 24/7 Maintenance Services and Idemia's 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per

call basis in accordance with Idemia's then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

III. **EXCLUSIONS FROM SERVICES**

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Idemia's control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Idemia's authorized service representatives, or if parts, accessories, or components not authorized by Idemia are fitted to the System.
- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by Idemia to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in Idemia's System documentation.

B. Availability of Additional Services. At Customer's request, Idemia may agree to perform the excluded services described immediately above in accordance with Idemia's then current rates. Other excluded services that may be agreed to be performed by Idemia shall require Idemia's receipt of a Customer P.O., Customer's completion of Idemia's P.O. Waiver form, or Customer providing Idemia with a valid credit card number before work by Idemia is commenced.

**IDEMIA IDENTITY AND SECURITY
 CONTRACT 6/1/2018 TO 5/31/2020**

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by Idemia before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. Idemia's inspection will be billed at Idemia's current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from Idemia or an Idemia authorized or identified vendor, at Customer's sole expense: (i) all Idemia and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. Idemia will specify the hardware and third party software requirements for any Updates.

IV. SERVICE CALLS

Customer may contact Idemia's TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

V. TERM AND TERMINATION

This term of this Agreement shall commence upon Idemia's receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and Idemia's receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be Idemia's current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of Idemia's invoice for such charges. Customer understands that alterations,

attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of Idemia, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay Idemia's fees for Services or parts as provided hereunder when due: (i) Idemia may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Idemia may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay Idemia's costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

Idemia shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDEMIA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDEMIA BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND IDEMIA'S REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

VIII. LIMITED LICENSE TO UPDATES

Idemia may deliver Idemia-developed Updates to Customer. The terms of Idemia's end user license for the Idemia's software delivered as part of the System shall govern Customer's use of the Updates.

IDEMIA IDENTITY AND SECURITY
CONTRACT 6/1/2018 TO 5/31/2020

IX. MISCELLANEOUS

If under Agreement, Idemia provides Customer with Idemia developed software in furtherance of Customer's contract with any U.S. federal, state or local government entity, then unless agreed in advance and in writing by Idemia's Chief Security Officer or Chief Compliance Officer, Customer shall not provide, share, allow access to, or otherwise disclose any such Idemia developed software to anyone not employed by Idemia or the U.S. federal, state or local government entity customer of Customer.

This Agreement shall be governed by and construed according to the laws of the Commonwealth of California, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of Idemia and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of Idemia.

EXHIBIT-A

EXHIBIT-A

MONTEREY COUNTY SHERIFF'S OFFICE, hereinafter referred to as "County"
AND
Idemia Identity and Security USA, LLC, 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 below. This contract is a Cal ID funded contract, and encompasses equipment located in law enforcement departments within Monterey County. The disbursement of the funds is under the purview of the Remote Access Network Board. Monterey County serves as the lead agency for the grant and recipient of all funds, and therefore, performs all contracting services required by the grant. This agreement covers stationary equipment only, and not handheld units. Additional units added will increase this price and will be added via Amendment to this AGREEMENT.

<i>Quote 15547 and 15553 Annual Maintenance – Machines as listed</i>	
Total for FY 2018-19	\$60,281.63
Total for FY 2019-20	<u>\$69,527.20</u>
Total Two Year Maintenance Agreement Cost	\$129,808.83

Equipment Relocation Allowance-Additional Training allowance
Allowance to allow for relocation of any machine within any department and for additional trainings as may be needed, and any type of repairs not covered in maintenance contract, therefore this is added as an additional item.

NTE \$10,000.00

Total Contract for 6-1-2018 to 5-31-2020 **\$139,808.83**

All paperwork and any reports required under this Agreement must be delivered to Jennifer Claudel, Monterey County Sheriff's Office Information Technology Department, the County's Contract Manager, in accordance with the schedule above.

B. PAYMENT PROVISIONS

IDEMIA IDENTITY AND SECURITY USA, LLC
TERM: 06/01/2018 TO 05/31/2020
AMOUNT: \$139,808.83

EXHIBIT-A

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$139,808.83 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Please refer to detailed quote for machines serviced under this contract. Any additions to the contract must be approved by both the Remote Access Network Board and through Monterey County's contracting and accounts payable approval processes.

MONTEREY COUNTY SHERIFF'S OFFICE
IDEMIA IDENTITY AND SECURITY USA LLC
LIST OF MAINTENANCE COSTS BY AGENCY -STATIONARY MACHINERY

AGENCY NAME	FY 18-19 COST	FY 19-20 COST
Gonzales Police Dept.	\$6,705.00	\$6,705.00
Greenfield Police Dept.	\$2,938.00	\$2,938.00
King City Police Dept.	\$2,938.00	\$2,938.00
Marina Police Dept.	\$6,647.00	\$6,647.00
MCSO Records Dept.	\$5,467.00	\$5,467.00
MCSO Jail	\$2,938.00	\$2,938.00
MCSO Rec 2	\$5,168.00	\$5,168.00
MCSO Jail 24/7 contract	\$4,171.00	\$4,171.00
Monterey Police Dept.	\$2,938.00	\$2,938.00
Pacific Grove Police Dept.	\$5,467.00	\$5,467.00
Salinas PD - 2 machines	\$5,631.00	\$5,631.00
Sand City Police Dept.	\$6,705.00	\$6,705.00
Probation Dept. 3-14-19 on	\$631.83	\$2,938.00
Soledad Police Dept. 2-28-19 on	\$681.04	\$3,000.20
Seaside Police Dept. 3-16-19 on	\$616.03	\$2,938.00
Seaside Police Dept. 3-13-19 on	\$639.73	\$2,938.00
Totals by Year	\$60,281.63	\$69,527.20
Grand Total Both Quotations		\$129,808.83

IDEMIA IDENTITY AND SECURITY USA, LLC
TERM: 06/01/2018 TO 05/31/2020
AMOUNT: \$139,808.83

EXHIBIT-A

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 may occur at any time of the month or year, but service contracts cannot be paid for more than one (1) year at a time, so invoicing must be presented by fiscal year. 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

All invoices for services provided in June of any year should be submitted by July 15th of that year to facilitate the County's year end close.

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 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.

IDEMIA IDENTITY AND SECURITY USA, LLC
TERM: 06/01/2018 TO 05/31/2020
AMOUNT: \$139,808.83

EXHIBIT-A

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

Please refer to the following vendor generated quotations for service for details on each machine and its level of coverage. The quotations follow on Pages Four through Eight, and are part of Exhibit A.

-----This area left blank deliberately-----

IDEMIA IDENTITY AND SECURITY USA, LLC
TERM: 06/01/2018 TO 05/31/2020
AMOUNT: \$139,808.83



IDEMIA
augmented Identity

MorphoTrust USA
5705 W. Old Shakopee Road
Suite 100
Bloomington, MN 55437-3107
USA
Phone (800) 932-0890
FAX (952) 932-7181

**MAINTENANCE AGREEMENT ADDENDUM
QUOTATION**

EXHIBIT A PAGE 5
IDEMIA IDENTITY AND SECURITY
TERM: 06/01/2018 TO 05/30/2020

QUOTE ID: 15547
QUOTE DATE: 02/16/18
CUSTOMER ID: BD-2487
PRICE LIST: CMAS-IT-70

COVERAGE
START DATE: 06/01/18
END DATE: 05/31/20

BILL TO: MONTEREY COUNTY SHERIFF
1414 NATIVIDAD RD

SALINAS, CA 93906
United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
EQUIPMENT LOCATION:	GONZALES POLICE DEPARTMENT - 109 FOURTH ST GONZALES, CA 93926			
5900-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TPE-5938-ED		MAD097001483	1	\$10,336.00
HWOX- FOTOSYS- M95	ANNUAL 9/5/ MAINTENANCE			
TP-HWOX-FOTOSYS		3706-00512AA	1	\$2,476.00
PRT- DUP- M95	ANNUAL 9/5 MAINTENANCE			
TP-PRT-DUP		NP-51	1	\$598.00
EQUIPMENT LOCATION:	GREENFIELD POLICE DEPARTMENT - 599 EL CAMINO REAL GREENFIELD, CA 93927			
5600-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TPE-5600-ED		AEY261001023	1	\$5,876.00
EQUIPMENT LOCATION:	KING CITY POLICE DEPARTMENT - 415 BASSETT ST KING CITY, CA 93930			
5600-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TPE-5600-ED		AEY351001028	1	\$5,876.00
EQUIPMENT LOCATION:	MARINA POLICE DEPARTMENT - 211 HILLCREST AVE MARINA, CA 93933			
5900-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TPE-5938-ED		MAD107001486	1	\$10,336.00
4100XDFS- M95	ANNUAL MAINTENANCE 9/5			
TPE-4100XDFS-ED		51051-001	1	\$2,958.00

Quote ID: 15547

EXHIBIT A PAGE 5
IDEMIA IDENTITY AND SECURITY
TERM: 06/01/2018 TO 05/30/2020

Page: 1 of 4

EXHIBIT A		PAGE 6	
IDEMIA IDENTITY AND SECURITY			
TERM: 06/01/2018 TO 05/30/2020			
MAD087001481	1		\$10,336.00
NP-914	1		\$598.00
AEY134001197	1		\$5,876.00
MAD087001482	1		\$10,336.00
AEY491001037	1		\$5,876.00
MAD127001487	1		\$10,336.00
NP-1636	1		\$598.00
AEY381001035	1		\$5,876.00
52041-001	1		\$5,386.00

EQUIPMENT LOCATION: MONTEREY COUNTY SHERIFF - 1414 NATIVIDAD RD - RECORDS SALINAS, CA 93906
5900-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5938-ED

PRT- DUP- M95 ANNUAL 9/5 MAINTENANCE
 TP-PRT-DUP

EQUIPMENT LOCATION: MONTEREY COUNTY SHERIFF - 1410 NATIVIDAD RD - JAIL SALINAS, CA 93906
5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5600-ED

EQUIPMENT LOCATION: MONTEREY COUNTY SHERIFF - 1410 NATIVIDAD RD- REC AREA #2 SALINAS, CA 93906
5900-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5938-ED

EQUIPMENT LOCATION: MONTEREY POLICE DEPARTMENT - 351 MADISON ST MONTEREY, CA 93940
5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5600-ED

EQUIPMENT LOCATION: PACIFIC GROVE POLICE DEPARTMENT - 580 PINE AVE PACIFIC GROVE, CA 93950
5900-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5938-ED

PRT- DUP- M95 ANNUAL 9/5 MAINTENANCE
 TP-PRT-DUP

EQUIPMENT LOCATION: SALINAS POLICE DEPARTMENT - 222 LINCOLN AVE SALINAS, CA 93901
5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5600-ED

5300D-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5300D-ED

EXHIBIT A PAGE 6
 IDEMIA IDENTITY AND SECURITY
 TERM: 06/01/2018 TO 05/30/2020

EQUIPMENT LOCATION:	SAND CITY POLICE DEPARTMENT - 1 SYLVAN PARK SAND CITY, CA 93955			
5900-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TPE-5938-ED		MAD097001485	1	\$10,336.00
HWOX- FOTOSYS- M95	ANNUAL 9/5/ MAINTENANCE			
TP-HWOX-FOTOSYS		AAV496000142	1	\$2,476.00
PRT- DUP- M95	ANNUAL 9/5 MAINTENANCE			
TP-PRT-DUP		NP-52	1	\$598.00
EQUIPMENT LOCATION:	MONTEREY COUNTY PROBATION - 1420 NATIVIDAD RD SALINAS, CA 93906			
5600-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TPE-5600-ED	Coverage starts 3/14/19	AEY107001058	1	\$3,569.83
EQUIPMENT LOCATION:	SOLEDAD POLICE DEPARTMENT - 238 MAIN ST SOLEDAD, CA 93960			
5600-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TPE-5600-ED	Coverage starts 2/28/19	AEY117001054	1	\$3,681.24
EQUIPMENT LOCATION:	SEASIDE POLICE DEPARTMENT - 440 HARCOURT AVE SEASIDE, CA 93955			
5600-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TPE-5600-ED	Coverage starts 3/16/19	AEY107001059	1	\$3,554.03
EQUIPMENT LOCATION:	SEASIDE POLICE DEPARTMENT - 440 HARCOURT AVE SEASIDE, CA 93955			
5600-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TPE-5600-ED	Coverage starts 3/13/19	AEY097001057	1	\$3,577.73
		TOTAL:		\$121,486.83

Quote ID: 15547

PLEASE CHECK PREFERRED BILLING:		<input type="checkbox"/> ANNUAL INVOICE	OR	<input type="checkbox"/> QUARTERLY INVOICE	OR	<input checked="" type="checkbox"/> MK	EXHIBIT A	PAGE 8
							IDEMIA IDENTITY AND SECURITY	
NAME: DIANE HAUSER	<i>Diane Hauser</i>				PO NUMBER:	TERM: 06/01/2018 TO 05/30/2020		
TITLE: Maintenance Contract Admin					SIGNATURE BY:			
PHONE: (952) 979-8479					NAME(Print) / DATE			
FAX: (952) 852-8747					TITLE:			
EMAIL: DHauser@morphotrust.com					PHONE / FAX:			
					EMAIL:			

The terms and conditions of CMAS IT-70 #3-11-70-1090B maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM

[Signature] 6/1/2018
 For County Counsel Date

[Signature] 6-1-18
 For Auditor-Controller Date

[Signature] 1/9/18
 For Contracts-Purchasing Date



MorphoTrust USA
 5705 W. Old Shakopee Road
 Suite 100
 Bloomington, MN 55437-3107
 USA
 Phone (800) 932-0890
 FAX (952) 932-7181

**MAINTENANCE AGREEMENT ADDENDUM
 QUOTATION**

EXHIBIT A PAGE 9
 IDEMIA IDENTITY AND SECURITY
 TERM: 06/01/2018 TO 05/30/2020

QUOTE ID:
 QUOTE DATE:
 CUSTOMER ID: BD-2487
 PRICE LIST: CMAS-IT-70

BILL TO: MONTEREY COUNTY SHERIFF
 1414 NATIVIDAD RD

 SALINAS, CA 93906
 United States

COVERAGE
 START DATE: 06/01/18
 END DATE: 05/31/20

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
EQUIPMENT LOCATION: MONTEREY COUNTY SHERIFF - 1410 NATIVIDAD RD - JAIL SALINAS, CA 93906				
5600-TPE-ED-M24	ANNUAL 24/7 MAINTENANCE			
TPE-5600-ED		AEY134001188	1	\$7,544.00
PRT-DUP-M24	ANNUAL 24/7 MAINTENANCE			
TPE-PRT-DUP		52116-002	1	\$798.00
TOTAL:				\$8,342.00

PLEASE CHECK PREFERRED BILLING: ANNUAL INVOICE OR QUARTERLY INVOICE OR MONTHLY INVOICE

NAME: DIANE HAUSER *Diane Hauser*
 TITLE: Maintenance Contract Admin
 PHONE: (952) 979-8479
 FAX: (952) 852-8747
 EMAIL: DHauser@morphotrust.com

PO NUMBER: _____
 SIGNATURE BY: _____
 NAME(Print) / DATE: _____
 TITLE: _____
 PHONE / FAX: _____
 EMAIL: _____

The terms and conditions of CMAS IT-70 #3-11-70-10903 maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM

[Signature]
 For County Counsel Date 6/1/2018

[Signature]
 For Auditor-Controller Date 6-1-18

EXHIBIT A PAGE 9
 IDEMIA IDENTITY AND SECURITY
 TERM: 06/01/2018 TO 05/30/2020

For Contracts-Purchasing



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Jane Parker, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-14029

- a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment #1, with Idemia Identity and Security USA, LLC in the amount of \$248,767.22 for the period of June 1, 2018 through June 30, 2021, for a new contract amount of \$388,576.05, and;
- b. Authorize the Monterey County Sheriff's Office Information Systems Manager to sign the Idemia Identity and Security proposal, Reference No. IDCA-L100419-02A for 11 existing LiveScan Systems to Windows 10 Operating System and the purchase of six (6) LiveScan Systems.

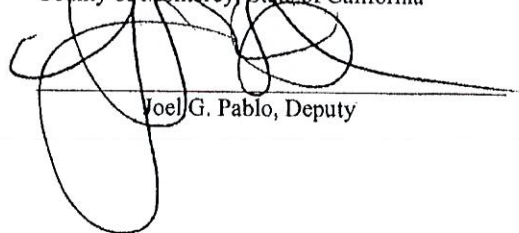
PASSED AND ADOPTED on this 28th day of January 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting January 28, 2020.

Dated: January 29, 2020
File ID: 19-1916
Agenda Item No.: 38

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Joel G. Pablo, Deputy

**AMENDMENT #1 TO AGREEMENT A-14029 BETWEEN MONTEREY COUNTY
SHERIFF'S OFFICE AND IDEMIA IDENTITY AND SECURITY USA, LLC**

THIS AMENDMENT is made to the AGREEMENT for the provision of providing LiveScan Systems by and between **IDEMIA IDENTITY AND SECURITY USA, LLC**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR originally entered into this Agreement with a Not to Exceed amount of \$139,808.83 and a term date ending on May 31, 2020; and

WHEREAS, the County and CONTRACTOR wish to increase the AGREEMENT by \$248,767.22 and extended the term of the AGREEMENT with a new term date ending June 30, 2021.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. "Payment Provisions" shall be amended, The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$139,808.83 and replacing it with, "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$388,576.05."
2. "TERM OF AGREEMENT" shall be amended, "*The term of this Agreement is from 6/1/2018 to 5/31/2020*" and replacing it with, "*The term of this Agreement is from 6/1/2018 to 6/30/2021*".
3. Exhibit A – Scope of Services shall be amended by adding Exhibit A-1 per Amendment #1 attached hereto.
4. The following attached documents are incorporated herein by reference and constitute a part of this Agreement:
 - a. Exhibit A-1 pages 3 - 9
 - b. Maintenance Agreement Addendum 2 pages (1 of 2 and 2 of 2)
 - c. Idemia Proposal Reference No. IDCA-L100419-02A 4 pages (1 of 4 to 4 of 4)
5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
6. A copy of the AMENDMENT shall be attached to the original AGREEMENT.

AMENDMENT #1 TO AGREEMENT A-14029 BETWEEN MONTEREY COUNTY SHERIFF'S OFFICE AND IDEMIA IDENTITY AND SECURITY USA, LLC

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY


Contracts/Purchasing Officer

Dated: 13 Feb 2020

Approved as to Fiscal Provisions:


Deputy Auditor/Controller

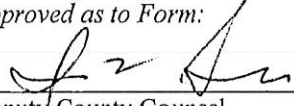
Dated: 12/19/2019

Approved as to Liability Provisions:

Risk Management

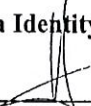
Dated: _____

Approved as to Form:


Deputy County Counsel


Dated: 12/05/2019

Idemia Identity and Security USA, LLC

By: 
Vice-President, Public Security, Law Enforcement

Michael Kato, Vice President
Printed Name and Title

Dated: 11/25/2019

By: 
(Signature of Secretary, Asst.-Secretary)*

Eliezer Strassfeld, Senior Counsel (signing only for the purposes of confirming authority of
Michael Kato, as Vice President, to execute this Amendment)
Printed Name and Title

Dated: 11/25/2019

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT A-1

EXHIBIT A-1**Scope of Services / Payment Provisions****A. SCOPE OF SERVICES**

Exhibit A-1 supplements Exhibit A (with Exhibit A being applicable through May 31, 2020)

- A.1** CONTRACTOR shall provide services and staff for the performance of work, as set forth below.

This contract is a Cal ID funded contract, and encompasses equipment located in law enforcement departments within Monterey County. The disbursement of the funds is under the purview of the Remote Access Network Board. Monterey County serves as the lead agency for the grant and recipient of all funds, and therefore, performs all contracting services required by the grant. This agreement covers the cost of 11 upgrades and 6 replacements, stationary equipment, not handheld units. Additional equipment can increase this price and will be added via Amendment to this AGREEMENT.

Equipment Relocation Allowance-Additional Training allowance – Allowance to allow for relocation of any machine within any department and for additional trainings as may be needed, and any type of repairs not covered in the maintenance contract up to the amount of the Allowance, based on CONTRACTOR'S then-prevailing rates and prices.

Service	Qty	Price	Total
LiveScan Desktop System Upgrade to Windows 10 OS	11	\$2,875.00	\$31,625.00
LiveScan Cabinet System – Tenprint/Palmprint	6	\$25,895.00	\$155,370.00
Table 1 - Maintenance Total June 1, 2020 – June 30,2021			\$35,649.22
Table 2 - Maintenance Credit for Decommission equipment			\$5,550.00
Table 3 / 4 - Maintenance Total New Equipment			\$16,123.00
Equipment Relocation Allowance			\$10,000.00

All Paperwork and any reports required under this Agreement must be delivered to the Monterey County Sheriff's Office, Department Information Systems Manager.

EXHIBIT A-1

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

The original agreement had a not to exceed amount of \$139,808.83, this amendment adds \$248,767.22 for a new not to exceed total amount of \$388,576.05. The County shall pay an amount not to exceed \$388,576.05 for the performance of the Scope of Work. CONTRACTOR's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A-1

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.

No travel, meals, incidentals, tolls, parking or other expense shall be reimbursed under 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 comparable client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

Invoicing may occur at any time of the month or year, following completion of an examination and receipt of a report. 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

All invoices for services provided in June of any year should be submitted by July 15th of that year to facilitate the County's year end close; however, invoices for annual maintenance services shall be submitted and paid as provided in Section VI of the Agreement.

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 or supplies to be provided under this Agreement shall be made by County; however, invoices for annual maintenance services shall be submitted and paid as provided in Section VI of the Agreement.

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.

EXHIBIT A-1

Maintenance June 1, 2020 – June 30, 2021

Table 1

	Equipment	LSID	Serial#	Maintenance	Monthly Cost	Yearly Cost
1	Greenfield PD					
	5600-TPE-ED-M95	H80	AEY261001023	9/5	\$244.83	\$3,182.83
2	King City PD					
	5600-TPE-ED-M95	H70	AEY351001028	9/5	\$244.83	\$3,182.83
3	MCSO - Jail					
	5600-TPE-ED-M95	068	AEY134001197	9/5	\$244.83	\$3,182.83
4	MCSO - Jail 24/7					
	5600-TPE-ED-M24	069	AEY134001198	24/7	\$314.33	\$4,086.33
5	Monterey PD					
	5600-TPE-ED-M95	J30	AEY491001037	9/5	\$244.83	\$3,182.83
6	Salinas PD					
	5600-TPE-ED-M95	K29	AEY381001035	9/5	\$244.83	\$3,182.83
7	Salinas PD					
	5300-TPE-ED-M95	KC1	52041-001	9/5	\$224.42	\$2,917.42
8	Monterey County Probation					
	5600-TPE-ED-M95	070	AEY107001058	9/5	\$244.83	\$3,182.83
9	Soledad PD					
	5600-TPE-ED-M95	D60	AEY117001054	9/5	\$244.83	\$3,182.83
10	Seaside PD					
	5600-TPE-ED-M95	877	AEY107001059	9/5	\$244.83	\$3,182.83
11	Carmel PD					
	5600-TPE-ED-M95	T92	AEY097001057	9/5	\$244.83	\$3,182.83

EXHIBIT A-1

Equipment Being Decommissioned

Table 2

	Equipment	LSID	Serial#	Maintenance	Monthly Cost	Yearly Cost
1	Gonzales PD					
	HWOX-Fotosys-M95		3706-00512AA	9/5	\$103.17	\$1,238.00
	PRT-DUP-M95		NP-51	9/5	\$24.92	\$299.00
2	Marina PD					
	4100XDFS-M95	VY4	51051-001	9/5	\$123.25	\$1,479.00
3	MCSO - Records					
	PRT-DUP-M95		NP-914	9/5	\$24.92	\$299.00
4	MCSO - Jail 24/7					
	PT-DUP-M24		52116-002	24/7	\$33.25	\$399.00
5	Pacific Grove PD					
	PRT-DUP-M95		NP-1636		\$24.92	\$299.00
6	Sand City PD					
	HWOX-Fotosys-M95		AAV496000142	9/5	\$103.17	\$1,238.00
	PRT-DUP-M95		NP-52		\$24.92	\$299.00

EXHIBIT A-1

Maintenance Cost of Equipment Being Replaced

Table 3

	Equipment	LSID	Serial#	Maintenance	Monthly Cost
1	Gonzales PD				
	5900-TPE-Ed-M95	880	MAD097001483	9/5	\$430.67
2	Marina PD				
	5900-TPE-ED-M95	879	MAD107001486	9/5	\$430.67
4	MCSO - Records				
	5900-TPE-ED-M95	071	MAD087001481	9/5	\$430.67
5	MCSO - WAP				
	5900-TPE-ED-M95	073	MAD087001482	9/5	\$430.67
6	Pacific Grove PD				
	5900-TPE-ED-M95	878	MAD127001487	9/5	\$430.67
7	Sand City PD				
	5900-TPE-Ed0M95	V98	MAD097001485	9/5	\$533.83

EXHIBIT A-1

New Equipment Replacing Equipment From Table 3 Table 4

	Equipment	LSID	Serial#	Maintenance	Monthly Cost
1	Gonzales PD				
		880		9/5	\$430.67
2	Marina PD				
		879		9/5	\$430.67
4	MCSO - Records				
		071		9/5	\$430.67
5	MCSO - WAP				
		073		9/5	\$430.67
6	Pacific Grove PD				
		878		9/5	\$430.67
7	Sand City PD				
		V98		9/5	\$533.83



Idemia Identity & Security
 5705 W. Old Shakopee Road
 Suite 100
 Bloomington, MN 55437-3107
 USA
 Phone (800) 932-0890
 FAX (952) 932-7181

**MAINTENANCE AGREEMENT ADDENDUM
 QUOTATION**

QUOTE ID: 23653
 QUOTE DATE: 10/23/19
 CUSTOMER ID: BD-2487
 PRICE LIST: CMAS-IT-70

BILL TO: MONTEREY COUNTY SHERIFF
 1414 NATIVIDAD RD

START DATE: 06/01/20
 END DATE: 06/30/21

SALINAS, CA 93906
 United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
---------------	-------------	---------------	-----	-------

EQUIPMENT LOCATION: 5300D-TPE-ED-M95 TPE-5300D-ED	SALINAS POLICE DEPARTMENT - 222 LINCOLN AVE SALINAS, CA 93901 ANNUAL 9/5 MAINTENANCE	52041-001	1	\$2,917.42
EQUIPMENT LOCATION: 5600-TPE-ED-M95 TPE-5600-ED	GREENFIELD POLICE DEPARTMENT - 599 EL CAMINO REAL GREENFIELD, CA 93927 ANNUAL 9/5 MAINTENANCE	AEY381001035	1	\$3,182.83

EQUIPMENT LOCATION: 5600-TPE-ED-M95 TPE-5600-ED	KING CITY POLICE DEPARTMENT - 415 BASSETT ST KING CITY, CA 93930 ANNUAL 9/5 MAINTENANCE	AEY261001023	1	\$3,182.83
EQUIPMENT LOCATION: 5600-TPE-ED-M24 TPE-5600-ED	MONTEREY COUNTY SHERIFF - 1410 NATIVIDAD RD - JAIL SALINAS, CA 93906 ANNUAL 24/7 MAINTENANCE	AEY134001198	1	\$4,086.33

EQUIPMENT LOCATION: MONTEREY POLICE DEPARTMENT - 351 MADISON ST MONTEREY, CA 93940
 5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5600-ED

AEY491001037 1 \$3,182.83

EQUIPMENT LOCATION: MONTEREY COUNTY PROBATION - 1420 NATIVIDAD RD SALINAS, CA 93906
 5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5600-ED

AEY107001058 1 \$3,182.83

EQUIPMENT LOCATION: SOLEDAD POLICE DEPARTMENT - 236 MAIN ST SOLEDAD, CA 93960
 5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5600-ED

AEY117001054 1 \$3,182.83

EQUIPMENT LOCATION: SEASIDE POLICE DEPARTMENT - 440 HARCOURT AVE SEASIDE, CA 93955
 5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5600-ED

AEY107001059 1 \$3,182.83

EQUIPMENT LOCATION: CARMEL POLICE DEPARTMENT - SE JUNIPERO & 4TH AVE CARMEL, CA 93921
 5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5600-ED

AEY097001057 1 \$3,182.83

TOTAL: \$35,649.22

PLEASE CHECK PREFERRED BILLING: ANNUAL INVOICE OR QUARTERLY INVOICE OR MONTHLY INVOICE

NAME: DIANE HAUSER
 TITLE: Maintenance Contract Admin
 PHONE: (952) 979-8479
 FAX: (952) 852-8747
 EMAIL: DHauser@morphotrust.com

PO NUMBER: _____
 SIGNATURE BY: _____
 NAME(Print) / DATE: _____
 TITLE: _____
 PHONE / FAX: _____
 EMAIL: _____

The terms and conditions of CMAA's IT-70 #3-11-70-1090B maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM



5515 East La Palma Avenue, Suite 100
Anaheim CA 92807

October 24, 2019

Jennifer Claudel
Monterey County Sheriff's Office
IT & Records Manager II
Monterey County CLETS Administrator
1414 Natividad Rd
Salinas, CA 93906
Email: ClaudelJ@co.monterey.ca.us
Tel: (831) 755-3710

Reference No. IDCA-L100419-02A

(This proposal replaces previous version IDCA-L100419-02)

IDEMIA is pleased to provide Monterey County Sheriff's Office with the following proposal. This proposal includes the upgrade of 11 existing LiveScan Systems to Windows 10 Operating System (OS) and the purchase of 6 LiveScan Systems.

IDEMIA's fully integrated LiveScan solution provides Monterey County Sheriff's Office the following features and benefits:

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface for records submission to the State.
- Certification to the FBI's Electronic Fingerprint Transmission Specifications
- ◆ "Hit/No Hit" Response from the State AFIS Search
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ All livescan configurations include on-site installation, training, and 1 year on-site warranty

Solution Description and Pricing

IDEMIA proposes the equipment and services described in Tables 1-3.

Windows 10 Upgrade

Table 1. Pricing

Description		Qty	Unit Price	Total
TPE-WIN10-DESKTOP TP-IAT-CUSTOM 47FRT	IDEMIA LiveScan System Upgrade to Windows 10 OS: <ul style="list-style-type: none"> ◆ Upgrade of LiveScan System Software ◆ NEW Computer with Windows 10 OS ◆ On-site Installation, Reconfiguration ◆ Freight 	11	\$2,875	\$31,625

Tenprint/Palmprint, Photo Capture - Cabinet

Table 2. Pricing

Price source: SL-LAWENF

Description		Qty	Unit Price	Total
TPE-5600-ED 5600-TPE-ED-W95 TPE-CSTX-CA001 TPE-COMX-NECFTP TPE-CSTX-CAPALM TPE-SWOX-DIEXAD TP-HWOX-ADLNIC2 TP-IAT-2DAY 47FRT	IDEMIA LiveScan Station Cabinet Tenprint/Palmprint, including: <ul style="list-style-type: none"> ◆ IDEMIA LiveScan Station Software ◆ FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology ◆ Computer, Monitor, keyboard ◆ Ruggedized Cabinet ◆ Demographic Interface ◆ PCI based 10/100 Ethernet LAN adapter ◆ Standard Cal-DOJ defined Workflows and profiles ◆ Installation / On-site Training ◆ Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement ◆ Freight 	6	\$25,895	\$155,370

Pricing Summary

Table 3. Pricing

Table	Description	Price
1	LiveScan Desktop System Upgrade to Windows 10 OS	\$31,625
2	LiveScan Cabinet System – Tenprint/Palmprint	\$155,370
Grand Total		\$186,995

Current shipping is 90 days after receipt of completed installation documentation, or as otherwise scheduled.

IDEMIA LiveScan Station – Details

Table 4. Details

Item	Description
California Department of Justice Enterprise Customization	<ul style="list-style-type: none"> ◆ TOTS: APP CRM IDN ◆ Cards: FD258-C/T FD249-C/T CA Hand-C/T ◆ Other: Transmits to CADOJ NATMS ◆ Return msg: No ◆ California Touch Print Enterprise customization for palm capture
TPE-COMX-NECFTP	<ul style="list-style-type: none"> ◆ NATMS AFIS Protocol Support w/ FTP: Compression Support Package with FTP provides support for NEC NATMS Protocol Communications over TCP/IP/FTP Wide Area Network Connections w/ WSQ compression.

Customer Responsibilities

Monterey County Sheriff's Office is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ◆ To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- ◆ Providing the necessary local area and wide area networking (LAN and WAN) including service and backend connectivity as well as any required VPN authorizations
- ◆ Obtaining all required authorizations for connectivity.

Assumptions

In developing this proposal, IDEMIA has made the following assumptions:

- ◆ The proposed IDEMIA LiveScan Systems shall conform to the existing IDEMIA LiveScan configuration. Any additional functional requirements may be treated as change orders.
- ◆ The existing LiveScan Systems are currently under an active Maintenance Agreement (Table 1).
- ◆ The Upgrade Services in Proposal Table 1 are limited to the upgrade of the existing LiveScan System to Windows 10 OS.
- ◆ An inter-agency agreement between Monterey County Sheriff's Office and applicable receiving agencies will be in place.
- ◆ Monterey County Sheriff's Office will provide all necessary communication for connectivity. This includes, but is not limited to hubs, routers, modems, etc.

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Monterey County Sheriff's Office database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 30 days after the date of the invoice. Product purchase will be governed by the IDEMIA Agreement, a copy of which can be furnished upon request. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, IDEMIA will makes its best effort to provide a suitable replacement.

Proposal Expiration: March 31, 2020

Purchase orders should be sent to IDEMIA by electronic mail, facsimile or U.S. mail. Please direct all order correspondence, including Purchase Order, to:

Terry Spalding
IDEMIA
5515 East La Palma Avenue, Suite 100
Anaheim, CA 92807
Email: terry.spalding@idemia.com | Tel (714) 238-2033

We look forward to working with you.

Sincerely,



Michael Kato
Vice President of Public Security, State & Local Government - IDEMIA

By signing this signature block below, Monterey County Sheriff's Office agrees to the terms and pricing stated in this proposal for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes IDEMIA, LLC to ship and provide these product and services:

Signature Authorization for Order:

Signature _____
Name _____
Date _____

Total Purchase Price (including any Options): \$ _____

Please provide Billing Address:

Check if Billing Address is same as Shipping Address:

Please provide Shipping Address (if different from Billing Address):

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable).