

AMENDMENT NUMBER ~~FIVE~~ SIX
TO
CONTRACT MA-060-13010457
BETWEEN THE
COUNTY OF ORANGE
AND
IDEMIA IDENTITY & SECURITY USA LLC (FORMERLY KNOWN AS MORPHOTRAK LLC)

This AMENDMENT NUMBER ~~FIVE~~ SIX to Contract number MA-060-13010457 (hereinafter "AMENDMENT NUMBER ~~FIVE~~ SIX") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Idemia Identity & Security USA LLC (formerly known as MorphoTrak LLC) (hereinafter "CONTRACTOR"), with a place of business at 5515 E. La Palma Ave., Suite 100, Anaheim, CA 92807, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract on December 18, 2012 for an Automated Biometric Identification System (ABIS), Contract Number MA-060-13010457 (hereinafter "ORIGINAL CONTRACT"), for a four (4) year term of December 18, 2012 through and including December 17, 2016, renewable for three (3) additional one-year terms; and

WHEREAS, COUNTY and CONTRACTOR administratively on December 8, 2015 inserted approximately 5,400 file numbers into the ABIS and increased the Contract dollar amount of the initial four (4) year term of December 18, 2012 through and including December 17, 2016 in the amount of \$7,077,184.00 by \$7,200.00 for a new not to exceed amount of \$7,084,384.00 (hereinafter "AMENDMENT NUMBER ONE"); and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT for one (1) year, forty (40) days for a term of December 18, 2016 through and including January 26, 2018 as Contract Number MA-060-17010297 due to the Sustainment Period under the ORIGINAL CONTRACT beginning with the expiration of the warranty on January 26, 2016, reduced the Contract dollar amount of \$7,084,384 to \$250,000, and modified the Scope of Work Sustainment Sections to include additional services (hereinafter "AMENDMENT NUMBER TWO"); and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT as Contract Number MA-060-18010022 on October 31, 2017 (hereinafter "AMENDMENT NUMBER THREE"), for a one (1) year term of January 27, 2018 through and including January 26, 2019 in the not to exceed amount of \$250,000;

WHEREAS, CONTRACTOR informed COUNTY that on July 1, 2018, MorphoTrak LLC merged with and into its affiliate, Idemia Identity & Security USA LLC, and that as a result of the merger, CONTRACTOR is the surviving company under the name "Idemia Identity & Security USA LLC"; and

WHEREAS, CONTRACTOR agreed to be bound by all of the terms and conditions of the ORIGINAL CONTRACT, as amended, just as if it had been an original signatory to the Contract, and COUNTY consents to the assignment of the ORIGINAL CONTRACT from MorphoTrak LLC to CONTRACTOR; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT as Contract Number MA-060-19010727 on January 14, 2019 (hereinafter "AMENDMENT NUMBER FOUR"), for a one-year term of January 27, 2019 through and including January 26, 2020; added a one-time increase of \$650,000 for an upgrade of the OC ABI System for SAP 40/51 Mugshot images, for an annual not to exceed amount of \$900,000; and amended Paragraph S. Change of Ownership;

WHEREAS, COUNTY and CONTRACTOR ~~desire to~~ amended the ORIGINAL CONTRACT on May 23, 2019 (hereinafter "AMENDMENT NUMBER FIVE") ~~to~~ and added Attachment A.2, Scope of Work, to include the specifications of the one-time upgrade of the OC ABI System for SAP 40/51 Mugshot images, which was approved by the Board of Supervisors on January 14, 2019; reduced the cost of the one-time increase for the upgrade of the OC ABI System for SAP 40/50 Mugshot images from \$650,000 to \$595,000, for a revised annual not to exceed amount of \$795,000; ~~and the CONTRACTOR has agreed to provide these goods/services at the rates set forth in the ORIGINAL CONTRACT, AMENDMENT NUMBER TWO and AMENDMENT NUMBER FOUR;~~

WHEREAS, COUNTY desires to extend Contract Number MA-060-19010727, for a one-year term of January 27, 2020 through and including January 26, 2021, in an annual not to exceed amount of \$795,000 and the CONTRACTOR has agreed to provide these goods/services at the rates set forth in the ORIGINAL CONTRACT, AMENDMENT NUMBER TWO, AMENDMENT NUMBER FOUR and AMENDMENT NUMBER FIVE;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, and in the ORIGINAL CONTRACT, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

a. Additional Terms and Conditions, Section 2. Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

1. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 12/18/2012 through and including 1/26/21, unless otherwise terminated by County. The period of 12/18/12 through and including 12/17/16 shall be known as Contract number MA-060- 13010457. The period of 12/18/16 through and including 1/26/18 shall be known as Contract number MA-060-17010297. The period of 1/27/18 through and including 1/26/19 shall be known as Contract number MA- 060-18010022. The period of 1/27/19 through and including 1/26/21 shall be known as Contract number MA-060-19010727. Contract is non- renewable.

~~General Terms and Conditions, Paragraph F, Acceptance/Payment, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:~~

~~F. — Acceptance/Payment: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, or tested to the satisfaction of County in accordance with the applicable provisions of this Contract (including all Attachments); 2) during the Development Phase, payments(s) may only be made in accordance with the four Payment Milestones specified in Attachment C; 3) payments during Sustainment (immediately following the end of the Warranty period) during the term of this~~

~~Contract, including all renewals, shall be made monthly as specified in Attachment C; 4) payments for the ABI System Upgrade for SAP 40 and 51 Compliant Mugshots shall be made pursuant to the schedule specified in Attachment C; and 5) all payments shall be made in arrears after and within 30 calendar days upon the Auditor-Controller's receipt of an approved invoice submitted in accordance with the terms set forth herein, unless otherwise stated. The invoice must be verified and approved by the County's Project Manager and is subject to routine processing requirements of the County.~~

~~Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.~~

- ~~b. ATTACHMENT A, Scope of Work for the Orange County Automated Biometric Identification System (OC ABI System) of the ORIGINAL CONTRACT is amended in part to add the following:~~

~~ATTACHMENT A.2~~

~~Scope of Work for~~

~~ABI System Upgrade for SAP 40 and 51 Compliant Mugshots~~

~~Contractor shall upgrade the Orange County Sheriff's Department, Crime Lab (OCCL) MBIS 3.1 System to support LiveScans that submit SAP 40 / 51 mugshot images, which are significantly larger than standard mugshots. The OCCL also requires the systems to support scars, marks, and tattoo (SMT) images.~~

~~The upgrade solution includes the following:~~

- ~~❖ Expand the Data Processing Services (DPS) random access memory (RAM) so that the MBIS can handle the SAP 40 / 51 mugshot images. The expansion consists of adding a single standalone server to the existing rack. This server will expand memory by 48 GB and will be a logical extension of the current system that will not require operational changes.~~
- ~~❖ Develop, install, and test the MBIS updates required to handle the larger mugshot images. The software changes include:

 - ~~● Enable the Record Archive Server (RAS) to accept NIST files that are larger than 50 MB; the size is configurable with an upper limit of 200 MB.~~
 - ~~● Enable storage of SAP 30 (current), SAP 40, and SAP 51 Images in the database. SAP 40 and 51 images will only be viewable from the RAS.~~
 - ~~● Provide the ability for DPS to generate a face template and quality value for facial images (QVU) for the SAP 40 frontal image for each submission; store the face template and QVU value in the ADS, but not the matcher.~~
 - ~~● Enable the RAS to display the JPEG 2000 compressed mugshot Images for both SAP 40 and SAP 51 mugshot images.~~~~

- ~~Determine which screens are unable to display the JPEG 2000 compressed mugshot images and fix those screens.~~
- ~~Enable the Card Print Service (CPS) to print SAP 40 mugshot images on mugshot print formats.~~
- ~~**Quality Control (QC) / Tenprint Database Maintenance (TOM):** Fetch / display only the SAP 30 mugshot images, unless otherwise requested by County, even though both the SAP 40 and SAP 51 mugshot Images will be stored.~~
- ~~**Tenprint Verification:** Fetch / display only the SAP 30 mugshot Images, even though both the SAP 40 and SAP 51 mugshot images will be stored, unless otherwise requested by County. SAP 40 and 51 images will be accessible from the RAS.~~
- ~~**Latent Verification:** Fetch / display only the SAP 30 mugshot images, even though both the SAP 40 and SAP 51 mugshot images will be stored, unless otherwise requested by County.~~
- ~~**Mobile ID:** Provide the ability to handle SAP 40 mugshots or SAP 30 mugshots (converted from SAP 40 to SAP 30).~~
- ~~**Cal DOJ Submissions:** Images included for submission to Cal DOJ will be sized (SAP 30) to ensure file sizes will be smaller than the 4 MB limit required by Cal DOJ.~~

e. ~~Attachment C, Section I, Compensation, of the ORIGINAL CONTRACT has been amended in part to add the following:~~

~~For the ABI System Upgrade for SAP40 and 51 Compliant Mugshots, compensation shall be as follows:~~

Qty.	Description	Price
1	 <ul style="list-style-type: none"> • Expand the DPS RAM so that the MBIS can handle the SAP 40/51 mugshot images. The expansion consists of adding a single standalone server to the existing rack. • Develop the MBIS updates required to handle the larger mugshot images. 	\$595,000
	 IDEMIA Professional Services, including: <ul style="list-style-type: none"> • Program Management • Installation and Acceptance Testing • Updated Documentation • One Year Advantage warranty 	Included
	 Logistical Services, including: <ul style="list-style-type: none"> • Shipping Carriage Paid (CPT) Santa Ana • Delivery scheduled upon receipt of order 	Included
	Total Price	\$595,000

~~The payment milestones for the ABI System Upgrade for SAP 40 and 51 Compliant Mugshots are as follows:~~

~~Twenty five percent (25%) is due at the time of Contract signing~~

- ~~Thirty five percent (35%) is due at hardware purchase~~
- ~~Thirty five percent (35%) is due upon equipment shipment~~
- ~~Five percent (5%) is due at System Acceptance~~

~~d. Attachment C, Section I, Compensation, of the ORIGINAL CONTRACT has been amended in part as follows:~~

~~One time upgrade of the OC ABIS System for SAP 40/51 Mugshot images in an amount not to exceed \$595,000.~~

~~Contract shall not exceed \$795,000 for the term of January 27, 2019 through and including January 26, 2020.~~

~~e. Attachment C, Section II, Payment, of the ORIGINAL CONTRACT has been amended in part as follows:~~

~~I. PAYMENT:~~

~~a. Invoicing Instructions:~~

~~Invoices are to be submitted per the payment instructions and milestones in Attachment C, Section I. Compensation, to the user agency/department to the ship to address, unless otherwise directed in this Contract. Vendor shall reference Contract number, Federal Tax ID number, Services performed, date of service, and amount being billed on invoice.~~

~~Billing shall cover services and/or goods not previously invoiced.~~

~~Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.~~

~~b. Terms:~~

~~The Auditor Controller will make payments in accordance with Attachment C. All invoices must be verified and approved by the County Project Manager.~~

~~The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when good or services do not meet the Contract requirements.~~

~~Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.~~

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-13010457)

is attached hereto as Exhibit A and incorporated by this reference.

3. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number MA-060-13010457) is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of AMENDMENT NUMBER TWO (Contract Number MA-060-17010297) is attached hereto as Exhibit C and incorporated by this reference.
5. A true and correct copy of AMENDMENT NUMBER THREE (Contract Number MA-060-18010022) is attached hereto as Exhibit D and incorporated by this reference.
6. A true and correct copy of AMENDMENT NUMBER FOUR (Contract Number MA-060-19010727) is attached hereto as Exhibit E and incorporated by this reference.
7. A true and correct copy of AMENDMENT NUMBER FIVE (Contract Number MA-060-19010727) is attached hereto as Exhibit F and incorporated by this reference.
8. All other provisions of the ORIGINAL CONTRACT and AMENDMENTS NUMBERS ONE through ~~FOUR~~ FIVE, except as amended herein and to the extent are not inconsistent with this AMENDMENT NUMBER ~~FIVE~~ SIX, remain in full force and effect.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~FIVE~~ SIX to Contract Number MA-060-13010457.

*Contractor: Idemia Identity & Security USA LLC

By: _____ Title: _____

Print Name: _____ Date: _____

*Contractor: Idemia Identity & Security USA LLC

By: _____ Title: _____

Print Name: _____ Date: _____

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-1301457)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-13010457)

EXHIBIT C

AMENDMENT NUMBER TWO (Contract Number MA-060-17010297)

EXHIBIT D

AMENDMENT NUMBER THREE (Contract Number MA-060-18010022)

EXHIBIT E

AMENDMENT NUMBER FOUR (Contract Number MA-060-19010727)

EXHIBIT F

AMENDMENT NUMBER FIVE (Contract Number MA-060-19010727)