

## Contract Summary Form

OC Expediter Requisition# 1646717

Idemia Identity & Security USA LLC

### SUMMARY OF SIGNIFICANT CHANGES

N/A

### SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

### CONTRACT OPERATING EXPENSES

See attached excerpt from Amendment Number Eight, which details the current pricing of \$394,610, for a cumulative contract total of \$2,607,850 for the term of August 22, 2024, through August 21, 2025. Increase in price is due to the adding Preventative Maintenance to the LiveScan Units as noted below.

1. ARTICLES

- a. Additional Terms and Conditions, Section 1, Term of 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 8/22/17 through and including 8/21/25, unless otherwise terminated by COUNTY. This Contract may be renewed for two (2) additional one (1) year terms upon mutual agreement of both Parties. The County is not under any obligation to provide Contractor with a reason should it elect not to renew this Contract, nor is the County obligated to provide any prior notice to Contractor of its intent not to renew the Contract.

- c. ATTACHMENT C, PROPOSAL FEE SUMMARY, Section I. Compensation, of the ORIGINAL CONTRACT is amended in its entirety as follows:

**ATTACHMENT C  
PROPOSAL FEE SUMMARY**

**I. COMPENSATION**

**PAYMENT MILESTONES (Completed)**

The Livescan / Biometric Capture Stations Contract price will consist of a System Design Review (SDR) Phase Price through successful completion of System Acceptance Review (SAR)]

Orange County Sheriff-Coroner Department (OCSD) has identified five (5) Payment Milestones for the Development and Deployment Phases. Upon successful completion of Milestone 1, the Contractor will be paid 15 percent of the Development and Deployment price. Upon successful completion of Milestone 2, the Contractor will be paid 15 percent of the Development and Deployment price. Upon successful completion of each of Milestones 3 and 4, the Contractor will be paid 20 percent of the Development and Deployment price. Upon successful completion of Milestone 5, the Contractor will be paid the remaining amount of the Development and Deployment price. Successful completion of a Payment Milestone requires acceptance by the OCCL of all Contract deliverables associated with the milestone review and deliverables that are due at any time prior to that review. The Payment Milestones are defined as follows:

|   |                     |
|---|---------------------|
| <b>Payment Milestone 1 (15%) – Successful completion of the System Design Review</b>        | <b>\$162,593.10</b> |
| <b>Payment Milestone 2 (15%) – Successful completion of the Pre-Ship Review</b>             | <b>\$162,593.10</b> |
| <b>Payment Milestone 3 (20%) – Successful completion of User Acceptance Test</b>            | <b>\$216,790.80</b> |
| <b>1/3 of the fleet</b>   |                     |
| <b>Payment Milestone 4 (20%) – Successful completion of UAT for two-thirds of the fleet</b> | <b>\$216,790.80</b> |
| <b>Payment Milestone 5 (30%) – Successful completion of the System Acceptance Review</b>    | <b>\$325,186.20</b> |

Contractor shall provide a warranty period of one (1) year, which shall commence after System Acceptance. Thereafter, service and maintenance will be provided as a sustainment phase. All sustainment terms, conditions, and pricing is included in this Contract. At the end of the initial Contract term, OCSD may renew the Contract limiting the scope to the appropriate terms of a Sustainment phase (e.g. performance requirements, sustainment terms).

Annual Sustainment \$244,153/year

|                     | Cost per Unit | Units | Total            |
|---------------------|---------------|-------|------------------|
| Cabinet Systems     | \$4,657.47    | 47    | \$218,901        |
| Management Server   | \$2,742.00    | 1     | \$2,742          |
| Desktop Systems     | \$4,502.40    | 5     | \$22,510         |
| <b>Annual Total</b> |               |       | <b>\$244,153</b> |

The following are the Bill of Materials for existing Cabinet and Desktop Systems. Additional equipment may be ordered through the life of the contract per the following pricing:

**TouchPrint Enterprise 1000C High Definition (TPE-1000C-HD-OC) Livescan System Bill of Materials (Cabinet System)**

| <b>Material Number</b> | <b>Description</b>  |
|------------------------|---|
| TPE-1000C-HD-OC        | TouchPrint 1000C 1000 ppi high definition palm, slap, and roll live scan booking system. Includes: CROSSMATCH LSCAN 1000PX USB 3.0 Scanner, TouchPrint Enterprise Application Software with slap to roll matching, and pc running windows in a ruggedized stand-alone cabinet with 24" deck<br>(includes 24/7 on-site warranty)                           |
| TPE-COMX-SMTPE         | Electronic Fingerprint Records Transmission via SMTP over TCP/I   |
| TPE-COMX-RMPOP3        | TouchPrint Enterprise POP3 Service provides POP3 services for the Enterprise platform. This functionality is needed when devices need to retrieve mail messages from the Enterprise system using POP3.  |
| TPE-CSTX-CAORG         | Orange County, CA Customization Software  |
| TPE-CSTX-CAORGPALM     | Orange County, CA Palm Capture Customization Software   |
| TPE-PRT-DUP            | FBI Certified Duplex Printer<br>(includes 24/7 on-site warranty)  |
| TPE-SWOX-DIXML         | Demographic Interface (DI) that allows XML files to be imported into the Livescan   |
| TPE-HWOX-DIGCAP        | Digital photo capture - digital capture components for TouchPrint Enterprise Software. Digital camera will be the Canon EOS Rebel T5 digital camera, USB extension cable Canon EOS Rebel T5 digital camera AC adapter<br>(includes 24/7 on-site warranty)   |
| TP-HWOX-DIGCAPC        | Monopod Mounting System for 5600 cabinets with tripodhead and backdrop for use with the digital capture   |
| TPE-HWOX-IDRDR         | Driver's license and other ID magnetic stripe reader  |
| TP-IAT-2DAY            | Installation and Training; Two Day: Standard two day on-site installation and training services. Includes one day of installation and one day of training. Training includes Configuration Management Software tools.<br>Training day is for Operators (up to 6 people per session) and for Supervisors and Administrators (up to 15 people per session). |
| Freight                | Packaging, Shipping and Handling  |

First year of 24/7 Warranty is included.

Price per system is: \$26,566

*Preventative Maintenance*

- Preventative Maintenance per System per Visit: \$262

*Annual Maintenance after 1<sup>st</sup> Warranty Expires:*

- 24/7 Maintenance Coverage per System: \$4,657.47

### TouchPrint Enterprise 1000D High Definition (TPE-1000D-HD-OC) Livescan System Bill of Materials (Desktop System)

| Material           | Description   |
|--------------------|---|
| TPE-1000D-HD-OC    | TouchPrint 1000D 1000 ppi high definition desktop palm, slap, and roll live scan system w/ flat panel monitor. Includes: CROSSMATCH LSCAN 1000PX USB 3.0 Scanner, TouchPrint Enterprise Application Software with slap to roll matching & desktop PC running Windows. (includes 24/7 on-site warranty)  |
| TPE-COMX-SMTPE     | Electronic Fingerprint Records Transmission via SMTP over TCP/I   |
| TPE-COMX-RMPOP3    | Touch Print Enterprise POP3 Service provides POP3 services for the Enterprise platform. This functionality is needed when devices need to retrieve mail messages from the Enterprise system using POP3.   |
| TPE-CSTX-CAORG     | Orange County, CA Customization Software  |
| TPE-CSTX-CAORGPALM | Orange County, CA Palm Capture Customization Software   |
| TPE-PRT-DUP        | FBI Certified Duplex Printer<br>(includes 24/7 on-site warranty)  |
| TPE-SWOX-DIXML     | Demographic Interface (DI) that allows XML files to be imported into the Livescan   |
| TPE-HWOX-DIGCAP    | Digital photo capture - digital capture components for TouchPrint Enterprise Software. Digital camera will be the Canon EOS Rebel T5 digital camera digital camera, USB extension cable Canon EOS Rebel T5 digital camera AC adapter<br>(includes 24/7 on-site warranty)  |
| TP-HWOX-DIGCAPC    | Tripod and backdrop for desktop digital capture system. A Bogen or equivalent tripod will be supplied that will allow the camera to be at least 5 feet above the floor or when legs are collapsed and standing on a table the camera will be 2 feet above the surface of the table; also supplied 18% gray backdrop 4' x 4' in size                       |
| TPE-HWOX-IDRDR     | Driver's license and other ID magnetic stripe reader  |
| TP-IAT-2DAY        | Installation and Training; Two Day: Standard two day on-site installation and training services. Includes one day of installation and one day of training. Training includes Configuration Management Software tools.<br>Training day is for Operators (up to 6 people per session) and for Supervisors and Administrators (up to 15 people per session). |
| Freight            | Packaging, Shipping and Handling  |

First year of 24/7 Warranty is included.

Price per system is: \$20,983

*Preventative Maintenance*

Preventative Maintenance per System per Visit: \$253

*Annual Maintenance after 1st year Warranty Expires*

- 24/7 Maintenance Coverage per System: \$4,502.40

The County shall not be charged for site surveys and drawings.

During the Warranty and Maintenance periods, Contractor shall provide replacement silicone membranes for fifty scanner blocks, as well as provide new metal shrouds for housing the CrossMatch scanner blocks at no additional cost to the County. Replacement of the silicone membranes on each device will occur roughly once every 7,500 enrollments. County is to follow best practices for platen and silicone membrane cleaning and maintenance as specified by CrossMatch.

**Contract total shall not exceed \$394,610 for term Contract term of 08/22/24 through 08/21/25**

**2. Payment Terms**

Invoices are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of commodity/services in accordance with Paragraph F, Acceptance/Payment.

Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to County and verified and approved by the Sheriff-Coroner Department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the Contract requirements. Payments made by County shall not preclude the right of 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.

**3. Invoicing Instructions:**

Payments and/or invoices are to be sent to:

County of Orange  
 Sheriff-Coroner/Crime Lab Department  
 320 N. Flower St., 5<sup>th</sup> Floor  
 Santa Ana, CA 92703  
 Attn: Maria Manriquez  
 Email: [occlpurchasing@ocsheriff.gov](mailto:occlpurchasing@ocsheriff.gov)  
 Ph: 714-834-6301

Contractor will provide an invoice for services rendered, not more frequently than monthly. Each invoice will have a number and shall include the following information:

1. Contractor's name and address
2. Contractor's remittance address
3. County Contract number
4. Contractor's Tax I.D. number
5. Date of Order
6. Product description, quantity, prices
7. Sales tax, if applicable
8. Brief description of services

**4. Year End and Final Invoices**

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30<sup>th</sup>, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90<sup>th</sup>) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

**Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.**