

AMENDMENT NUMBER ~~SEVEN~~EIGHT
 TO
 CONTRACT MA-060-18010732
 BETWEEN THE
 COUNTY OF ORANGE
 AND
 IDEMIA IDENTITY & SECURITY USA LLC

This AMENDMENT NUMBER ~~SEVEN~~EIGHT to Contract Number MA-060-18010732 (formerly MA-060-17011259) (hereinafter "AMENDMENT NUMBER ~~SEVEN~~EIGHT") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Idemia Identity & Security USA LLC (hereinafter "CONTRACTOR"), with a place of business at 160 N. Riverview Drive, Suite 130, Anaheim, CA 92808, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and MorphoTrust USA, LLC DBA MT USA LLC executed a Contract on August 22, 2017 for Livescan/Biometric Capture Stations, as Contract Number MA-060-17011259 (hereinafter "ORIGINAL CONTRACT"), for a three (3) year term of August 22, 2017 through and including August 21, 2020, renewable for seven (7) additional one-year terms; and

WHEREAS, CONTRACTOR informed COUNTY on January 1, 2018, MorphoTrust USA, LLC DBA MT USA LLC changed its name to Idemia Identity & Security USA LLC, but there was no change in ownership or tax ID, and 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 consented to the assignment of the ORIGINAL CONTRACT from MorphoTrust USA, LLC DBA MT USA LLC to CONTRACTOR; and

WHEREAS, the Orange County Board of Supervisor, pursuant to Resolution No. 94-904 adopted August 2, 1994, has authorized the Purchasing Agent of the County of Orange to change the name of vendor in a contract where there is only a name change and not a change of ownership, and accept a vendor's request to assign the contract to the newly named entity; and

WHEREAS, COUNTY and CONTRACTOR amended Paragraph S., Change of Ownership of the ORIGINAL CONTRACT in its entirety and the CONTRACTOR confirmed in writing that they understand and are in compliance with the County's Conflict of Interest Policy as stated in article S herein (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on October 22, 2019 and replaced the Idemia Touchprint-5300 scanner blocks with CrossMatch LSCAN 1000 scanner blocks and CONTRACTOR provided replacement silicone membranes for fifty scanner blocks through the warranty and maintenance periods of the Contract, as well as provided new metal shrouds for housing the CrossMatch scanner blocks at no additional cost to the COUNTY (hereinafter AMENDMENT NUMBER TWO");

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on July 15, 2020 for a one-year term of August 22, 2020 through and including August 21, 2021 and allowed CONTRACTOR to complete the project, in that only one (1) of five (5) milestones had been completed (hereinafter "AMENDMENT NUMBER THREE"); and

WHEREAS, COUNTY and CONTRACTOR changed the Contract Number of the ORIGINAL

CONTRACT and AMENDMENT NUMBER ONE from MA-060-17011259 to MA-060-18010732 due to an administrative error in the COUNTY software; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on June 23, 2021 for a one-year term of August 22, 2021 through and including August 21, 2022 in an amount not to exceed \$275,000 (hereinafter “AMENDMENT NUMBER FOUR”);

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on September 27, 2022 for a one-year term of August 22, 2022 through and including August 21, 2023 in an amount not to exceed \$275,000 as well as revised Attachment A, Scope of Work, Livescan/Biometric Capture Stations and Attachment C, PROPOSAL FEE SUMMARY, Section I, Compensation (hereinafter “AMENDMENT NUMBER FIVE”);

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on August 22, 2023 for a one-year term of August 22, 2023 through and including August 21, 2024 in an amount not to exceed \$386,355 as well as revised Attachment A, Scope of Work, Livescan/Biometric Capture Stations and Attachment C, PROPOSAL FEE SUMMARY, Section I, Compensation (hereinafter “AMENDMENT NUMBER SIX”);

WHEREAS, CONTRACTOR informed COUNTY on January 24, 2024, Idemia, Identity & Security USA LLC changed its place of business address to 160 N. Riverview Drive, Suite 130, Anaheim, CA 92808, with no additional changes ~~and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in~~ (hereinafter “AMENDMENT NUMBER ~~SIX~~SEVEN”);

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one-year term of August 22, 2024 through and including August 21, 2025, in an amount not to exceed \$394,610 as well as revise Attachment C, PROPOSAL FEE SUMMARY, Section I, Compensation; and the CONTRACTOR has agreed to provide those services at the rates set forth in this AMENDMENT NUMBER EIGHT;

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 23. Notices, of the ORIGINAL CONTRACT is amended in its entirety to read as follows:~~

~~23. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties’ project managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.~~

~~Contractor: Idemia Identity & Security USA LLC~~

~~160 N. Riverview Drive., Suite 130
Anaheim, CA 92808
Attn: Steven Brock
Ph: 703-439-7114
Steven.brock@us.idemia.com~~

~~County: County of Orange
Sheriff-Coroner Department/OCCL
320 N. Flower St.
Santa Ana, CA 92703
Attn: Lisa Zinn
Ph: 714-834-4510
Lzinn@ocsheriff.com~~

~~Assigned DPA: County of Orange
Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Erika Lara
Ph: 714-834-4327
Elara@ocsheriff.gov~~

a. Additional Terms and Conditions, Section 1, Term of Contract, is amended to read in its entirety as follows:

i. 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 (OCS) 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:

Payment Milestone 1 (15%) – Successful completion of the System Design Review \$162,593.10

Payment Milestone 2 (15%) – Successful completion of the Pre-Ship Review \$162,593.10

Payment Milestone 3 (20%) – Successful completion of User Acceptance Test \$216,790.80

1/3 of the fleet

Payment Milestone 4 (20%) – Successful completion of UAT for two-thirds of the fleet \$216,790.80

Payment Milestone 5 (30%) – Successful completion of the System Acceptance Review \$325,186.20

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, OCS 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
Annual Total			\$244,153

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)

Material Number	Description
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 (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 (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 (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. 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 1st 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 (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 (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.

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., 5th Floor
 Santa Ana, CA 92703
 Attn: Maria Manriquez
 Email: 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 30th, 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 (90th) 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.

2. A true and correct copy of the ORIGINAL CONTRACT is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of AMENDMENT NUMBER TWO is attached hereto as Exhibit C and incorporated by this reference.
5. A true and correct copy of AMENDMENT NUMBER THREE is attached hereto as Exhibit D and incorporated by this reference.
6. A true and correct copy of AMENDMENT NUMBER FOUR is attached hereto as Exhibit E and incorporated by this reference.
7. A true and correct copy of AMENDMENT NUMBER FIVE is attached hereto as Exhibit F and incorporated by this reference.
8. A true and correct copy of AMENDMENT NUMBER SIX is attached hereto as Exhibit G and incorporated by this reference.
9. All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBERS ONE THROUGH ~~SIX~~SEVEN, except as amended herein and to the extent are not inconsistent with this AMENDMENT NUMBER ~~SEVEN~~EIGHT, remain in full force and effect.

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IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~SEVEN~~EIGHT to Contract Number MA-060-18010732.

*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: _____

Approved as to Form

Office of the County Counsel
Orange County, California

By: _____
Deputy

EXHIBIT A

ORIGINAL CONTRACT (Contract MA-060-18010732 formerly MA-060-17011259)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract MA-060-18010732 formerly MA-060-17011259)

EXHIBIT C

AMENDMENT NUMBER TWO (Contract Number MA-060-18010732 formerly MA-060-17011259)

EXHIBIT D

AMENDMENT NUMBER THREE (Contract Number MA-060-18010732)

EXHIBIT E

AMENDMENT NUMBER FOUR (Contract Number MA-060-18010732)

EXHIBIT F

AMENDMENT NUMBER FIVE (Contract Number MA-060-18010732)

EXHIBIT G

AMENDMENT NUMBER SIX (Contract Number MA-060-18010732)

EXHIBIT H

AMENDMENT NUMBER SEVEN (Contract Number MA-060-18010732)