

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

This AMENDMENT NUMBER FOUR to Contract Number MA-060-18010732 (formerly MA-060-17011259) (hereinafter "AMENDMENT NUMBER FOUR") 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 296 Concord Road, Suite 300, Billerica, MA 018201, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and MorphTrust 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 desires to renew the ORIGINAL CONTRACT for a one-year term of August 22, 2021 through and including August 21, 2022 in an amount not to exceed \$275,000 and the CONTRACTOR has agreed to provide those services at the rates and pursuant to the terms set forth in the ORIGINAL CONTRACT; and

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 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 8/21/22, unless otherwise terminated by COUNTY. This Contract may be renewed for five (5) 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.
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. All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBERS ONE THROUGH THREE, except as amended herein and to the extent are not inconsistent with this AMENDMENT NUMBER FOUR, remain in full force and effect.

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

*Contractor: Idemia Identity & Security USA LLC

By: [Signature] Title: Vice President

Print Name: Michael Hash Date: March 30, 2021

*Contractor: Idemia Identity & Security USA LLC

By: [Signature] Title: Treasurer

Print Name: Rafael Hernandez Date: April 5, 2021

**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 by the Board of Supervisors: _____

Approved as to Form

Office of the County Counsel
Orange County, California

By: [Signature]
Deputy

**Contract # MA-060-17011259
Livescan / Biometric Capture Stations**

This Contract # MA-060-17011259 (the "Contract") for the procurement of Livescan / Biometric Capture Stations, as further described herein is made and entered into as of the date of the final signature below, and is by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County" and MorphoTrust USA, LLC DBA MT USA LLC, with a place of business at 296 Concord Road, Suite 300, Billerica, MA 01821 hereinafter referred to as ("Contractor"), which are sometimes individually referred to as "Party," or collectively referred to as "Parties."

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (RFP) to provide Livescan / Biometric Capture Stations, for law enforcement agencies throughout Orange County, which will be coordinated and administered by Orange County Crime Lab (OCCL) serving as the Cal-ID Bureau pursuant to "Joint Agreement for the Implementation and Operation of the Orange County Automated Fingerprint Identification System" approved by the Board of Supervisors on June 18, 1996 (Agenda Item 39) as further set forth herein; and

WHEREAS, Contractor responded to a solicitation and represented that its proposed services shall meet or exceed the requirements and specifications of the Request for Proposals for Livescan / Biometric Capture Stations; and

WHEREAS, County's Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a contract with Contractor for Livescan / Biometric Capture Stations.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. **Entire Contract:** This Contract, including all Attachments and Exhibits, which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.
- 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, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance by the County and in accordance to Attachment C, Compensation and Pricing.
- G. Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "HH" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by the Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract,

any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation(s).

- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent contractor and neither the Contractor, its employees, nor anyone working for Contractor under this Contract shall be considered an agent or an employee of County. Neither the Contractor, its employees, nor anyone working for the Contractor under this Contract shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or

- subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
 - 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Technology Errors & Omissions	\$1,000,000 per claims made \$1,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and*

*employees as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.***

- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the *County of Orange, its elected and appointed officials, officers, agents and employees* as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 3) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability, Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract. (Only include this provision when Professional Liability, Technology Errors & Omissions and/or Network Security & Privacy Liability Insurance are required. Only reference the type(s) of insurance required in the contract.)

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" below, indemnify, defend, and hold County and County Indemnities harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.
- S. Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. Force Majeure:** Contractor shall not be deemed in breach for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- U. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. Pricing:** The Contract price, as more fully set forth in Attachment C, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. Intentionally left blank.**
- Z. Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

- BB. Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. Attorney's Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
- EE. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- FF. Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- HH. Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees"), harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.
- GG. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and

other papers or property of contractor for the purpose of auditing or inspecting any aspect of performance under this contract. The inspection and/or audit will be confined to those matters connected with the performance of the contract including, but no limited to, the costs of administering the contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this contract.

Should the contractor cease to exist as a legal entity, the contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

- II. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of contractor for the purpose of auditing or inspecting any aspect of performance under this contract. The inspection and/or audit will be confined to those matters connected with the performance of the contract including, but no limited to, the costs of administering the contract. The County will provide reasonable notice of such an audit or inspection.

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Should the contractor cease to exist as a legal entity, the contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

Additional Terms and Conditions

1. **Term of Contract:** This Contract shall commence on the date of the last to sign of all necessary signatures below or upon approval of the County Board of Supervisors, whichever occurs later, and shall continue for three (3) years renewable for seven (7) additional one (1) year terms from that date, upon mutual agreement of both parties unless otherwise terminated by County. The County does not have to give reason if it decides not to renew.
2. **Scope of Services:** This Contract, including any Attachments and Exhibits, specifies the contractual terms and conditions by which Contractor shall provide Livescan / Biometric Capture Stations, as described in Attachment A (Scope of Work), under a fixed price contract, as set forth herein.
3. **Fiscal Appropriation:** This Contract is subject to and contingent upon applicable budgetary appropriations being made by the County of Orange Board of Supervisors for each year during the term of this Contract. If such appropriations are not forthcoming, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

In addition, Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the

state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

4. **Project Manager:** County and Contractor shall each appoint a Project Manager to act as liaison between each Party during the term of this Contract. County's Project Manager shall coordinate the activities of County staff assigned to work with Contractor. County may assign an additional Project Manager to coordinate the installation of the physical plant equipment.

County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager and key personnel. County's Project Manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within fourteen (14) calendar days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld.

5. **Precedence** The Contract documents herein consist of this Contract and its attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
6. **Conflict of Interest:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor's employees, agents, and relatives; sub-tier consultants; and third parties associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of County.
7. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of County. Failure of Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from County shall constitute grounds for termination of the Contract.

8. **Publication/News/Information Release:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by County, except as necessary for the performance of the services of this Contract. All press releases with either the award of this Contract or any subsequent amendment of, or effort under this Contract shall not be released without first obtaining review and written approval of said news releases from County through County's Project Manager.

9. **Reports/Meetings:** Upon County's request, Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. County's Project Manager and Contractor's Project Manager will meet on reasonable notice to discuss Contractor's performance and progress under this Contract. If requested, Contractor's Project Manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by County for the purpose of monitoring progress under this Contract.

10. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - b. Discontinue payment to Contractor for and during the period in which Contractor is in breach and offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.
 - c. Terminate the Contract immediately without penalty.
- 11. Stop Work:** County may, at any time, by written stop work order to Contractor, require Contractor to stop all or any part of the work called for by this Contract for a period of ninety (90) working days after the stop work order is delivered to Contractor and for any further period to which the Parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of ninety (90) days after a stop work order is delivered to Contractor or within any extension of that period to which the Parties shall have agreed, County shall either: 1) Cancel the stop work order or 2) Terminate the Contract in whole or in part in writing as soon as feasible. County is not required to provide thirty (30) days' notice of the termination of the Contract to Contractor if a stop work has been issued by County.
- 12. Termination ~ Orderly:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
- 13. Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to County. Contractor agrees that County review is discretionary and Contractor shall not assume that County will discover errors and/or omissions. If County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
- 14. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, 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 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.

County:

Sheriff-Coroner/Crime Lab Department
 320 N. Flower St., 5th Floor
 Santa Ana, CA 92703
 Attn: Lisa Zinn

cc: Sheriff-Coroner /Purchasing Services Bureau
Attn: Lorena Quirarte, DPA
320 N. Flower Street
Santa Ana, CA 92703
714-834-64690

Contractor: MorphoTrust USA, LLC DBA MT USA, LLC
296 Concord Rd., Suite 300
Billerica, MA 01821
Ph: 978-215-2400

- 15. Ownership of Documents:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become, and remain, the sole property of County and may be used by County as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express written consent of County.
- 16. Title to Data:** All materials, documents, data or information obtained from County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
- 17. Contractor's Records:** Contractor shall keep an accurate record of time expended by Contractor in the performance of this Contract. Such record shall be available for periodic inspection by County at reasonable times. Such records will be retained for three (3) years after the expiration or termination of this Contract.
- 18. Conditions Affecting Work:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract, and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract.
- 19. Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any goods or services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- 20. Contractor Safety Standards and Work Hours:** Contractor will ensure compliance with all safety and hourly requirements for employees in accordance with Federal, State, and County safety and health regulations and laws.
- 21. Audit:** County's duly authorized representative shall have access, at reasonable times, to all reports, Contract records, documents, files and personnel necessary to audit and verify Contractor's charges to

County hereunder. Contractor agrees to retain reports, records, documents, and files related to charges hereunder for a period of three (3) years following the date of final payment for the Contractor's services hereunder. County reserves the right to audit and verify Contractor's records before final payment is made. County's representatives shall have the right to reproduce any of the aforesaid documents.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to County's Project Manager.

22. **Authorization Warranty:** Contractor represents and warrants that the person executing the Contract on behalf of and for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.
23. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. Contractor agrees to supply services and/or commodities requested, as needed by County, at prices listed in the Contract, regardless of quantity requested.
24. **Licenses and Standards:** Contractor represents and warrants that it and all Contractor personnel providing services under this Contract have all necessary licenses, certifications and permits required by the laws of the United States, State of California, County of Orange and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Further Contractor represents and warrants that its employees, agents, interns, paid or unpaid volunteers and consultants or agents shall conduct themselves in compliance with the laws applicable to sexual harassment and ethical behavior. County may terminate this Contract immediately without penalty in the event that any of Contractor personnel are found not to have any applicable or represented license.
25. **Contractor Personnel – Reference Checks:** The contractor warrants that all persons employed to provide service under this contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this contract.

26. Security Requirements:

- A. Contractor shall, with respect to all employees of Contractor performing services hereunder:
 1. Perform background checks as to past employment history.
 2. Inquire as to past criminal felony convictions.
 3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
 4. Perform drug screening to determine that such employees are not users of illegal drugs or other substances.
- B. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:
 1. Inability or unwillingness to perform in a competent manner.

2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
 3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
 4. Usage of illegal drugs or other substances.
- C. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.
- D. Nothing herein shall render any employee of Contractor an employee of County.

THE CONTRACTOR'S PERSONNEL REQUIREMENTS:

All employees must pass the County's background check and meet all requirements as set forth below:

1. All personnel to be employed in performance of the work under this Contract shall be subject to background checks. Clearance must be updated and renewed every twelve (12) months from original date of clearance.
2. No person shall be employed on this work that has not received prior clearance from the Sheriff-Coroner Department.
3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee(s) who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this Contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this Contract.
4. Contractor shall be responsible for ensuring to submit updated Security Clearance forms for renewal, in order to renew Security Clearance. Update forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for twelve (12) months from the date of issuance.
5. Contractor Security Clearance information forms must be submitted on the original Sheriff-Coroner's printed form. Facsimile or photocopy forms will not be accepted.
6. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
7. Contract Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.

8. County will not give Contactor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

E. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. All work areas shall be secured prior to the end of each workday.
2. Workmen shall have no contact, either verbal or physical, with inmates in the facility. Specifically:
 - a. Do not give names or addresses to inmates.
 - b. Do not receive any names or addresses from inmates.
 - c. Do not disclose the identity of any inmate to anyone outside the facility.
 - d. Do not give any materials to inmates.
 - e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).
3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.
4. Contractor's personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.
8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.
10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

F. POTENTIAL DELAYS/INTERRUPTIONS:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.
 2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.
 3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.
 4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
 5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.
 6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use the list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.
27. **Cooperative Agreement – Price Agreement (PA)** the provisions and pricing of this Contract will be extended to other political sub-divisions and County of Orange agencies/departments. Political subdivisions and County of Orange agencies/departments wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. These entities will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract. The County of Orange may authorize the loading of this agreement into an electronic commerce system.

Signature Page

The Parties hereto have executed this Contract # MA-060-17011259 for the purchase of Livescan / Biometric Capture Stations on the dates shown opposite their respective signatures below

Contractor*: MorphoTrust USA, LLC DBA MT USA LLC

By: [Signature] Title: Senior Vice President
 Print Name: Scott Boylan Date: 5/23/17

Contractor*: MorphoTrust USA, LLC DBA MT 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: [Signature] Title: PURCHASING MANAGER
 Print Name: DWIGHT TOPPING Date: 8/22/17

Approved by the Board of Supervisors: 8-22-17

Approved as to Form
 Office of the County Counsel
 Orange County, California

by [Signature]
 Deputy

**ATTACHMENT A
SCOPE OF WORK
LIVESCAN / BIOMETRIC CAPTURE STATIONS**

1. Introduction

1.1. Scope

This Scope of Work (SOW) defines the work to be performed by the Contractor responsible for developing, deploying and sustaining a new Orange County criminal livescan fleet (which includes multiple law enforcement agencies that are not part of the County of Orange but within the County of Orange) administered by Orange County Crime Lab ("OCCL") Cal-ID Bureau. For this project, the Contractor shall be responsible for furnishing all personnel, facilities, equipment, material, supplies, support, and management and shall perform all functions necessary to design, develop, document, integrate, test, and deploy all livescan devices as set forth in this SOW.

1.2. Payment Milestones

Orange County Sheriff's Department (OCSd) has identified five (5) Payment Milestones for the Development and Deployment phases of the project. 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. Deliverables are described in the body of this scope of work and listed in Appendix A by OC-#. The Payment Milestones are defined as follows:

1. **Payment Milestone 1 (15%)** – Successful completion of the System Design Review (SDR) more fully set forth in Section 6 below.
2. **Payment Milestone 2 (15%)** – Successful completion of the Pre-Ship Review (PSR). more fully set forth in Section 4.3.13.
3. **Payment Milestone 3 (20%)** – Successful completion of User Acceptance Test (UAT) for one-third of the fleet more fully set forth in Section 4.3.3
4. **Payment Milestone 4 (20%)** – Successful completion of UAT for two-thirds of the fleet
5. **Payment Milestone 5 (30%)** – Successful completion of the System Acceptance Review (SAR) more fully set forth in Section 4.3.3

Contractor shall provide a no-cost warranty period of one (1) year to begin after System Acceptance. After the warrant expires Contractor will provide maintenance and support of the systems, referred to as a "sustainment phase" priced as reflected in Attachment C. . The warranty period may begin earlier for portions of the fleet that pass UAT in accordance with Payment Milestones 3 and 4, but Contractor shall provide coterminous warranties regardless of when the warranty may begin such that the sustainment phase will commence for all machines/systems at the same time. All sustainment terms, conditions, and pricing are included in this Contract. At the end of the initial Contract term, OCSd expects to renew the Contract limiting the scope to the appropriate terms of a Sustainment phase (e.g. performance requirements, sustainment terms).

2. Applicable Standards

The Contractor shall comply with the requirements set forth in the current applicable local, state, and federal specifications for biometric transmissions, including but not limited to the "Reference Documents" listed below. Throughout this Contract, the Contractor or County's OCCL may propose following newer standards and their associated data items that replace or supersede those below. To substitute newer standards and their associated data items the Contractor shall: 1) identify existing standards and data items to be replaced; 2) identify new standards and associated data items proposed for use; 3) provide a rationale for using the new items including cost, schedule, performance, and supportability impact; and 4) receive OCCL approval. Once the parties agree that newer standards should be used, this contract may be amended to identify the new standards. Such technical amendments may occur administratively and will not require additional authorization from the County Board of Supervisors unless the cost associated with the changes exceeds 10% of the annual cost of the Contract.

2.1. Reference Documents

- California DOJ Live Scan Data Submission Requirements:
 - LS-1-Table of Contents
 - LS-2-Introduction
 - LS-3-General Information
 - LS-4-Logical Data Record
 - LS-5-Part1 FP Cards
 - LS-5-Part2 FP Cards
 - LS-5-Print Specifications
 - LS-6-Data Transmission Requirements_V9
 - LS-7-Data Element Tables
 - LS-8-Code Tables
 - LS-9 Palm-Hand Requirements
 - LS-10 Photo Requirements
- FBI Electronic Biometric Transmission Specification (EBTS) V9.3 and V10
- FBI CJIS Security Policy (latest version)
- Federal Information Processing Standard (FIPS) 140-2
- NIST Best Practice Recommendation For Capture of Mugshots V 2.0
- NIST ANSI/NIST-ITL 1-2011: UPDATE 2013
- DNA Live Scan Automation Project – Technical Specification
- Orange County ABI System Design Specification
- Orange County ABI System Interface Control Document
- California Department of Justice Guidelines for Submitting Applicant Live Scan Transactions
- California Department of Justice Guidelines for Submitting Criminal Live Scan Transactions
- California Department of Justice Guidelines for Submitting Live Scan Sex and Arson Offender Registration Transactions
- California Department of Justice *APP/CRM/REG* Test Transaction Procedures when Live Scan Device is currently in GTC Production

3. Project Management

The Contractor is responsible for providing appropriate and sufficient project management services to plan, monitor, report, track, and manage the successful execution of the Contract.

All work shall be performed within the territory of the United States and shall be performed by United States citizens or Lawful Permanent Residents of the United States. Data and information provided by the OCCL shall not be communicated to anyone who is not a United States citizen or Lawful Permanent Resident of the United States.

3.1. Project Organization

The Contractor shall assign a dedicated team of staff responsible for executing the requirements of the Contract. A clear line of project authority shall exist among all organizational elements (including subcontractors). Roles, responsibilities, authority, and reporting requirements shall be established for each organizational element. Once the team has been developed with staff identified and their individual roles relating to the project, Contractor shall notify the County's project manager. Contractor shall also notify County's project manager of any changes to the team of staff.

The Contractor shall appoint a Contractor Project Manager (CPM) who is a full time paid employee of the Contractor. The CPM shall serve for the duration of the development and deployment phases of the Contract effort and shall have responsibility for the accomplishment of all tasks to be performed under the Contract. The CPM shall be responsible for the Contractor's technical, cost, and schedule performance. The CPM shall have full authority over all Contractor project activities and resources. The CPM shall be the principal interface between the project and the Contractor's corporate organization, between the project and its associated Contractors, and between the Contractor and OCCL project management for all matters relating to the Contract. In the event the assigned CPM terminates employment with Contractor, Contractor shall notify County as soon as possible, and also notify the County upon assignment of a new CPM.

3.2. Project Planning

The Contractor shall prepare and submit detailed plans governing all activities to be performed under the Contract.

3.2.1. Project Management Plan

The Contractor shall develop and maintain the Project Management Plan (PMP, Deliverable OC-01). The PMP shall provide details on activities that will be completed in each phase of the Contract. The PMP will:

- Establish the project organization, structure, authority, roles, responsibilities, and internal reporting relationships;
- Define the interfaces between the Contractor and OCCL project management;
- Establish reporting mechanisms and documentation;
- Identify Contractor resources (requirements and assignment);
- Establish project management procedures and policies;
- Incorporate the project Integrated Master Schedule;
- Identify any constraints or assumptions.

3.2.2. Integrated Master Schedule

The Contractor shall develop an Integrated Master Schedule (IMS, Deliverable OC-02), defined as an integrated and resource loaded schedule containing the detailed tasks necessary to ensure successful program execution, including all dependencies and inter-task relationships. The IMS shall be traceable to the SOW, the Program Management Plan, and all development, test, and transition plans required by the Contract. The IMS shall be used to verify achievability of Contract objectives, to evaluate progress toward meeting program objectives, and to integrate the program schedule activities with all program components.

The IMS shall contain the Contract milestones, accomplishments, and discrete tasks/activities from Contract award to the completion of the Deployment Phase of the Contract. It shall display summary, intermediate, and detailed schedules, and shall accommodate periodic analysis of progress to date.

The IMS shall be updated, at a minimum, on a monthly basis and reflect project status according to the Contractor's management control system. The IMS shall be formatted as a Microsoft Office Project 2007 schedule. This plan will form the basis for discussions at each status meeting.

Contractor shall participate in meetings and reviews during the term of the contract. Meeting shall occur at the locations in the following table, unless otherwise agreed to by OCCL Project Manager. Contractor shall be responsible for the OCCL project team travel costs to the Contractor Facility, limited to airfare, ground transportation, and lodging for (4) team members at a hotel with a reasonable government rate.

Meetings/Reviews	Location
Project Kickoff	OCCL facility
System Requirements Review	OCCL Facility
System Design Review	OCCL Facility
Factory Acceptance Test Readiness Review	Contractor Facility
Factory Acceptance Test	Contractor Facility
Pre-Ship Review	Contractor Facility
System Acceptance Test Readiness Review	OCCL Facility
System Acceptance Test	OCCL Facility / OC Police Agencies
System Acceptance Review	OCCL Facility
Training	OCCL Facility

Table 1: Preliminary Project Schedule and Payment Milestone Correlation

Task Description	Estimated Finish-Start Delivery Timeframe (Weeks)	Progress Payment %
Milestone #1		
Successful completion of the System Design Review (SDR)	14	15%
Milestone #2		
Successful completion of the Pre-Ship Review (PSR)	28	15%
Milestone #3		
Successful completion of User Acceptance Test (UAT) for one-third of the fleet	38	20%
Milestone #4		
Successful completion of UAT for two-thirds of the fleet	40	20%
Milestone #5		
Successful completion of the System Acceptance	47	30%

Review (SAR)**Project Totals:****47 weeks****100%****3.3. Project Reporting and Reviews**

The Contractor shall provide Management and Technical Reports (Deliverable OC-03), conduct Management and Technical Reviews and additional meetings not otherwise referenced in section 3.2.2 above, as may be required for proper execution and implementation of the Contract. Attendees at management and technical reviews and meetings will include OCCL project personnel, OCCL support contractors, the Contractor, and subcontractors as necessary to meet the objectives of the meeting or review. Contractor shall produce meeting agendas, presentations materials, and detailed minutes for each meeting (Deliverable OC-04).

The Contractor shall participate in a project kickoff meeting at the OCCL facility within 10 working days after execution of Contract to introduce key OCCL and Contractor personnel, to discuss plans, to discuss the status of any risks or issues, to discuss proposals for further tailoring (if any) of the Contract, and to address any other issues OCCL project management or the Contractor wish to discuss.

3.4. Security

The Contractor shall implement a security program in compliance with the CJIS Security Policy. All Contractor supplied personnel, facilities or systems shall provide protection and control of all OCCL provided information, equipment, documentation, and network access.

3.5. Configuration Management

The Contractor shall develop a Configuration Management Plan (Deliverable OC-05) and implement a Configuration Management (CM) program in accordance with that plan. The CMP shall identify the organization responsible for the CM function. The CMP shall establish Configuration Management responsibilities and authority, identify Configuration Management resources and tools, establish Configuration Management policies, and define Configuration Management phasing and milestones. The CMP shall establish procedures for Configuration Identification, Configuration Control, Configuration Status Accounting, and Configuration Audits and Reviews. The CPM shall implement controls to ensure that only authorized changes are made to the CMP.

The Contractor shall develop and maintain control of deliverables until accepted by OCCL. The Contractor shall recommend configuration control tools for use on the project. Subject to OCCL approval, the Contractor shall procure and use the approved tools to perform their configuration control functions. The Contractor shall procure the approved tools and provide them to OCCL (Deliverable OC-22). The Contractor shall turn change control of deliverables over to OCCL when the deliverables are accepted.

3.6. Quality Assurance

The Contractor shall develop a Quality Assurance Plan (Deliverable OC-06) and implement a Quality Assurance (QA) program in accordance with that plan. The Contractor's QA program shall provide for a Contractor QA organization that is independent of the Contractor's Program Manager. The Contractor's QA program shall assure that all supplies and services submitted to the OCCL for acceptance conform to Contract requirements. The Contractor shall ensure product quality by inspection, controlling nonconforming material, controlling subcontractor quality assurance, and by having effective control of calibrated equipment. The Contractor shall perform and document inspections prior to requesting acceptance of the work by the OCCL.

OCCL reserves the right to perform audits and inspections of Contractor (and subcontractor) conformance to any or all contractual requirements at any time during the performance of the Contract. Due notice will be provided to the Contractor prior to conducting audits or inspections. Subcontract requirements shall permit participation in audits and inspections by OCCL and OCCL support contractors.

4. Implementation, Delivery, and Acceptance

4.1. Implementation

Contractor shall provide system implementation services, including but not limited to system setup, installation, testing, training, baseline customizations and/or baseline interfaces, and other services through Final Acceptance of the System, as required for the successful implementation of the system, as specified in this Scope of Work and elsewhere in the Contract.

Contractor shall provide the licenses for all system software, system hardware, and associated system implementation services (Deliverable OC-18). Contractor shall install and configure at each site with all related components of the system. Contractor shall provide all equipment and software necessary to satisfy the system requirements at all operational sites. Contractor shall develop the OC Livescan Bill of Materials (Deliverable OC-07).

Contractor shall provide County with a comprehensive set of user, system and management documentation (Deliverable OC-19). Contractor shall provide the documentation in both electronic and hard-copy formats.

Staff will be on site to assist the Contractor during system deployment, software installation, and user training. Contractor must coordinate with staff for all onsite work.

4.2. Delivery

All deliverables shall be subject to County approval and acceptance in order to satisfy the terms and conditions of the Contract. Unless otherwise noted, all electronic documents shall be delivered as a Microsoft Word 97-2003 Document 2007.

During installation and deployment of new systems, Contractor shall make different support personnel other than the primary installers available to troubleshoot residual issues following each station install to help prevent delays to the installation schedule. The following table contains the locations for device delivery and installation:

Agency	Device Location	Booking Systems	Table Top Systems	Central Mgmt Server
Brea Police Department	1 Civic Center Circle, Brea CA 95821	1		
Buena Park Police Department	6650 Beach Blvd., Buena Park CA 90620	1		
Costa Mesa Police Department	99 Fair Dr., Costa Mesa CA 92626	1		
Cal State University Fullerton	800 N. State College Blvd., Fullerton CA 92834	1		
Cypress Police Department	5275 Orange Ave., Cypress CA 90630	1		
Fountain Valley Police Department	10200 Slater Ave., Fountain Valley CA 92708	1		
Fullerton Police Department	237 W. Commonwealth, Fullerton CA 92832	2		
Garden Grove Police Department	11301 Acacia Parkway, Garden Grove CA 92840	2		

Huntington Beach Police Department	2000 Main St., Huntington Beach CA 92648	1		
Irvine Police Department	1 Civic Center Plaza, Irvine CA 92606	1		
Orange County Juvenile Hall	331 the City Drive, Orange CA 92677	1		
Laguna Beach Police Department	505 Forest Ave., Laguna Beach CA 92651	1		
La Habra Police Department	150 N. Euclid, La Habra CA 90631	1		
La Palma Police Department	7792 Walker St., La Palma CA 90623	1		
Los Alamitos Police Department	3201 Katella Ave., Los Alamitos CA 90720	1		
Newport Beach Police Department	870 Santa Barbara Dr., Newport Beach CA 92660	1		
Orange Police Department	1107 N. Batavia Ave., Orange CA 92668	2		
Orange County Sheriff-Coroner				
Aliso Viejo	11 Journey, Aliso Viejo CA 92656	1		
OC Crime Lab, Cal-ID Bureau	320 N Flower Street, 5 th Floor, Santa Ana CA 92703	1	3	1
Support Services Division, Civil Prints Counter	320 N Flower Street, 1st Floor, Santa Ana CA 92703	3		
Central Jail Complex	550 N Flower Street, Santa Ana CA 92703	5		
Coroner Division	1071 West Santa Ana Blvd, Santa Ana CA 92703		2	
Saddleback	20202 Windrow Drive, Lake Forest CA 92630	1		
Theo Lacy Jail	501 The City Dr. S., Orange CA 92668	3		
Placentia Police Department	401 E. Chapman Ave., Placentia CA 92870	1		
Orange County Probation	301 The City Drive South 5 th Floor, Orange CA 92868	1		
Santa Ana Police Department	62 Civic Center Plaza, Santa Ana CA 92701	2		
Seal Beach Police Department	911 Seal Beach Blvd., Seal Beach CA 90740	1		
Tustin Police Department	300 Centennial Way, Tustin CA 92780	1		
University of California Irvine	150 Public Services Building, Irvine Ca 92697	1		
Westminster Police Department	8200 Westminster Ave., Westminster CA 92683	1		

4.3. Acceptance

The Contractor shall develop Test Plans and Test Procedures (Deliverable OC-08 though Deliverable OC-11) in cooperation with the County for the Factory Acceptance Test (FAT) and System Acceptance Test (SAT). The Contractor shall conduct Test Readiness Reviews to demonstrate to OCCL their readiness to conduct the tests. At the culmination of the Contractor presentations during the reviews, and after approval of the corresponding test procedures, the OCCL Project Manager will authorize – or not authorize – the Contractor to conduct the tests. OCCL will observe the tests, using the approved test

procedures. The Contractor shall document the results of the tests and deliver a FAT Report and a SAT Report (Deliverable OC-12, Deliverable OC-13).

4.3.1. Factory Acceptance Test

The Contractor shall conduct a Factory Acceptance Test at the Contractor's facility. The purpose of the Factory Acceptance Test is to ensure that the Contract requirements have been met, that the system works in a factory setting, and that the documentation associated with the system reflects the design and is usable.

The Contractor shall conduct a Test Readiness Review (TRR) to demonstrate their and the OC ABI System's readiness to conduct FAT. The Contractor shall:

- Provide an overview/walk-through of the FAT activity to OCCL, which is to occur.
- Describe the test environment (equipment, software, databases, and interfaces) and how it differs from the operational environment (e.g., the use of simulators to represent external interfaces).
- Identify and discuss the rationale for and implications of any proposed redlines to documents (i.e., test plans, test procedures, user documentation, installation documentation).
- Report on the status of all action items, risks, and issues that are currently open or have been closed since the previous PMR. Plans and/or options for their resolution will be addressed.
- Identify any test procedures that the Contractor expects will fail or be incomplete during FAT execution, address the implications of those failures/incompletes for operations, and discuss plans/options for correcting the cause(s) of those failures

Contractor shall conduct FAT with the fully assembled to-be-delivered system(s).

Contractor shall not expect any live connections to the County network or any end user networks during the FAT.

After successful passage of the FAT at Contractor's facility, Contractor shall present the results at a Pre-Ship Review (PSR) to OCCL. Upon successful completion of the PSR, OCCL will authorize the Contractor to ship the system(s) to the operational site(s).

4.3.2. System Acceptance Test

The Contractor shall conduct the System Acceptance Test. The SAT shall include thorough testing of unique configurations among all sites. The purpose of the SAT is to demonstrate that the equipment was installed correctly and operates at the functional and performance levels verified at FAT; to verify the requirements that could not be verified at the factory; to verify the performance requirements; to verify that the integrated sum is at least as functional as the sum of the individual parts and to verify that end-to-end work flows execute as anticipated.

Contractor will ensure the connection between the fingerprint system and the state is functioning properly and in accordance with all policies, procedures, and protocols of the state.

SAT shall include systematic end to end testing for each TOT, including all return message types, rejects/resends, record updates, central administration server, reports, RMS/JMS push/pull, facial images, scars, marks, and tattoo, and iris.

4.3.3. User Acceptance Test

The OCCL will conduct User Acceptance Testing (UAT). The purpose of UAT is to demonstrate that the system, the supporting documentation, and the user training are adequate for their intended purpose. The

equipment must function properly for all workflows, must be successfully interfaced with computerized records/jail management systems and the OC ABI System. All functions required by the County, or additional functions included in the vendor's proposal, must be demonstrated prior to device acceptance. The OCCL will conduct a Test Readiness Review to assess OCCL's readiness to conduct UAT. If the OCCL Project Manager determines that OCCL is ready to conduct UAT, OCCL will direct that the UAT period begin. UAT will be conducted for a period of at least thirty (30) days for each device in production. Completion of UAT will be determined only after all systems have been installed and operating in a production environment for 30 days. Upon completion of UAT, the OCCL will conduct a System Acceptance Review (SAR) to assess whether the systems, documentation, and training are adequate to allow OCCL to declare the systems fully operational and accepted.

The Contractor shall provide support throughout the period of UAT. The support personnel shall be able to assist users in the performance of user functions and shall document problems encountered in the course of UAT. The level of support shall be provided for all shifts.

5. Transition

Contractor shall conduct, with OCCL, pre-install site visits to determine network, power, interfaces, device location, accessibility, delivery options, and training options. Contractor *shall* develop Installation Drawings (Deliverable OC-14) for all sites and make recommendations for site enhancements to make the facial image capture comply with ANSI/NIST-ITL 1-2011: UPDATE 2013.

The Contractor shall develop a comprehensive Transition Plan (Deliverable OC-15) that guides the process of migrating the County's livescan operators from the current Identix devices to the new multi-biometric capture systems. The plan shall address operations (parallel or not), timing of training relative to going operational, the sequence of switching services, transition objectives, activities, required resources, schedule (may be included in the IMS), tools, assumptions, OCCL furnished items (e.g., equipment, information, data, facilities, secure network connectivity, or personnel), and external dependencies.

The Contractor shall provide on-site engineering and IT support for interfaces and network connectivity at each site.

6. System Design

The Contractor shall design, develop, and document the new OC Livescans to satisfy the requirements of this SOW. The Contractor shall design, develop, and fabricate or procure all hardware, software, and data components of the system(s), with the exception of the operational data to be provided by OCCL.

The Contractor shall, to the maximum extent feasible, use non-proprietary hardware and software in developing and implementing the system. To the maximum extent feasible, the equipment shall be available commercially from third party vendors as well as through the Contractor.

The Contractor shall develop and maintain the Requirements Verification Traceability Matrix (Deliverable OC-23) to map the requirements in this Scope of Work to the OC Livescan System Design Specification and the FAT and SAT Test Procedures. The Contractor shall develop the OC Livescan System Design Specification (Deliverable OC-17). The Contractor shall conduct a System Design Review (SDR) and present their design for OCCL approval. The SDR shall be a comprehensive and in-depth review of the design as documented in the OC Livescan System Design Specification and the Bill of Materials.

6.1. Requirements Review

The Contractor shall review the OC Livescan requirements and conduct the analyses and modeling necessary to validate the requirements. The Contractor shall identify errors, ambiguities, conflicts, incompletes, and other defects in the requirements. The Contractor shall recommend changes to the requirements where those changes would correct defects or result in benefit to the OCCL (e.g., enhance

the overall functionality, performance, or reliability of the OC ABI System, reduce life cycle costs, increase maintainability, shorten the schedule, or reduce program risk).

The Contractor shall conduct the analyses necessary to develop the interface requirements between the OC Livescans and agency records/jail management systems. The Contractor shall document those requirements in an Interface Definitions Document (Deliverable OC-16).

The Contractor shall conduct a System Requirements Review (SRR). At SRR, the Contractor *shall* present the results of the verification effort and the supporting data. The Contractor shall document recommended changes to the OC Livescan requirements and shall support these recommendations (e.g., with trade study results and cost benefit analyses).

Upon successful completion of the SRR, the OC Program Manager will authorize the Contractor to proceed with system design. OCCL will incorporate any approved changes in a revision to the OC Livescan requirements.

6.2. Functional and Technical Requirements

Contractor's Livescan system shall meet the following requirements:

6.2.1. General Requirements

Requirement ID	General Requirements
G01	Contractor shall have a criminal livescan certified by Cal-DOJ for all desired Types of Transactions (TOTs) in use in California
G02	System shall comply with ANSI/NIST-ITL 1-2011 with Update 2013 or more current published version
G03	System shall comply with FBI EBTS V10 (including updates) or more current published version and be backward compatible (OC ABI System is FBI EBTS 9.3 compliant)
G04	System shall comply with current California Department of Justice Live Scan transmission specifications
G05	System shall have appropriate FBI Appendix F and California DOJ certifications. A copy of each letter of certification must be provided with proposal
G06	System shall comply with OC ABI System - System Design Specification
G07	System shall comply with OC ABI System - Interface Control Document
G08	System shall comply with OC ABI System - Data Dictionary
G09	<p>System shall include a Central Administration Server with a user friendly interface and features that allow the OCCL System Administrator to:</p> <ul style="list-style-type: none"> a) Manage the operating system and application user account credentials as single sign on environments b) Remotely access and view the activity on any device in the fleet, in real time c) Generate dynamic reports for: <ul style="list-style-type: none"> • Operator performance • Sequence override • Image quality override • Number of transactions with filter capability by TOT, Livescan ID (LSID), date range, time of day range, etc. • Rejection rates d) Manage user credentials and privileges, to include: <ul style="list-style-type: none"> • Adding, deleting, and modifying user credentials

Requirement ID	General Requirements
	<ul style="list-style-type: none"> • Assignment of multiple levels of privileges • Authorizing a single operator on multiple devices • Restricting the deletion of transactions to privileged operators <p>e) Remotely deploy software updates</p> <p>f) Receive automatic error/network notifications</p> <p>g) Review configuration and network status of each device on a single screen - an overview of each of the devices current application/configuration, last software update, last table update, network connectivity and functionality</p> <p>h) Push custom broadcast messages to a particular device, a configurable subset of devices, or all devices to inform or instruct operators</p>
G10	System shall perform data validation against current active tables prior to transmitting to the OC ABI System
G11	System shall notify the operator within 3 seconds of data entry errors, not at the completion of all data entry
G12	System shall use predictive text input technology in all demographic fields supported by Cal-DOJ tables
G13	System shall automatically populate the corresponding values when one value is selected from a table entry with multiple components, such as a charge code and a literal description
G14	System shall automatically tab to the next field once a field is complete
G15	System shall allow an OCCL System Administrator to hide/unhide fields available to the operator, configurable by TOT
G16	System shall allow individual data field default values to be assigned and modified by an OCCL System Administrator
G17	System shall automatically populate values logically when other record components exist or do not exist (e.g. "palmprints available" shall be marked "Yes" by the system when Type-15 images are captured)
G18	System shall allow an operator to capture screen shots which will be auto-saved and accessible by that operator as well as System Administrators
G19	System shall allow operator to open a saved record, modify and add demographics and biometrics without creating a new record
G20	System shall utilize meaningful on-screen guides, labels, and help options to enhance usability
G21	System shall have unique screen backgrounds for each TOT so the operator may differentiate the TOTs at a glance
G22	<p>System <i>shall</i> be capable of transmitting the following standard Types of Transactions (TOTs):</p> <ul style="list-style-type: none"> a) CRM b) CUS c) REG d) DCD e) IDN f) APP
G23	<p>System <i>shall</i> receive the following standard response TOTs:</p> <ul style="list-style-type: none"> a) Local SRE b) Local ERRT c) DOJ SRE d) DOJ ERRT e) FBI SRE f) FBI ERRT g) DHS response

Requirement ID	General Requirements
G24	System shall allow "transforming" completed and transmitted IDN transactions to CRM and DCD transactions with a unique TCN and OCA number (NIST Type 2 Field 2.112)
G25	System shall incorporate foot pedals on left and right sides of the cabinet for easy access from either side
G26	System shall offer "Hot Keys" for frequently used on-screen buttons
G27	System shall include a barcode reader for reading DNA swab barcodes produced by Cal-DOJ
G28	System shall include readers for Driver Licenses (magstripe and 2D barcodes)
G29	System shall have an adjustable keyboard tray to support ergonomic use
G30	System shall include a standalone mouse, not integrated into the keyboard
G31	<p>Cabinets or cases <i>shall</i> be:</p> <ul style="list-style-type: none"> a) Ruggedized b) Space-saving c) Able to withstand harsh chemical cleaners d) Height adjustable (scanner height) e) Movable with lockable wheels f) Easy access to CPU for maintenance, rebooting etc.
G32	All components shall be secured to the cabinet or, with extension cables, be secured to another portion of the facility
G33	Systems shall be flexibly designed, as "all-in-one" stations or be flexible enough to accommodate various existing assets located in various areas of a facility, as appropriate per site (e.g. livescan with a fixed mounted photo capture camera or livescan interfaced with a photo capture camera or livescan interfaced with a wired or wireless connected photo capture camera located in an adjacent room due to booking area size limitations)
G34	System shall provide the capability for a biometric log on for the operator. The log on shall enable operator to access any device in the fleet. Operators will likely be wearing gloves, making a fingerprint log on the least desirable.
G35	<p>System shall allow System Administrator to configure the following settings per device:</p> <ul style="list-style-type: none"> a) Auto capture of finger/palm images (On or OFF) b) Selectively auto advance to next image capture once an image meets minimum quality settings (On or OFF per image position) c) Setting the default TOT for new records d) Enable or disable various modules (i.e. TOTs, finger capture, palm capture, photo capture, etc.) e) Minimum number of re-rolls by finger position f) Automatically tab to the next mandatory demographic field
G36	<p>System shall include duplex printers that:</p> <ul style="list-style-type: none"> a) Have additional tray options b) Print standard FBI and Cal-DOJ formatted fingerprint and palmprint cards, as appropriate per TOT c) Print to hard card or plain paper d) Allow printing of all the captured data, without cutting images, preventing loss of critical fingerprint detail e) Print all images plus the appropriate template to plain paper, print all images plus the appropriate template to blank hard cards, or print all images and text data (e.g., demographic data) on pre-formatted hard cards f) Print all messages to plain paper g) Print screen captures of the desktop/screen via single Print Screen key h) Accommodate custom default settings to allow operators to set individual devices to printing on, off, or print manually transaction by transaction

Requirement ID	General Requirements
	<ul style="list-style-type: none"> i) Are configurable as network printers for numerous devices within the same location j) Connects to the livescan wirelessly or via USB k) Are configurable for printing various booking forms with populated demographics, photos, and images l) Allow an operator to modify how many print cards, disposition forms, and photos are printed for a specific transaction m) OCCL System Administrator shall have the ability to modify the default values for printing of print cards, disposition forms, and photos
G37	<p>System shall have a color coded Home Screen that clearly identifies the transactions in various states, such as:</p> <ul style="list-style-type: none"> a) New b) Complete and successful <ul style="list-style-type: none"> o Finger capture o Palm capture o Demographics o Printing o Transmitting c) Error(s) <ul style="list-style-type: none"> o Finger capture – finger number o Palm capture – position and hand o Demographics o Printing o Transmitting d) SRE message(s) received e) Error message(s) received
G38	System shall have a training or practice mode for each TOT to facilitate hands-on learning
G39	System shall be capable of auto generating a unique OCA Field 2.112, in sync with all devices in the fleet, as determined by customer per TOT
G40	System shall collect all available biometrics and send a single transaction to the local identification system and be capable of sending a subset of data and or images to an external system as determined by each agency (e.g. a facial image sent in the booking record as well as to an agency facial image archive)
G41	System shall allow the deletion of records and/or jobs to be completed manually or automatically based on specific record retention time frame, record counts, or command sent via RMS/JMS
G42	System shall have the ability to send submission information to various systems (e.g. "prints submitted to ABI" message to the OCS Data Exchange Service)
G43	System shall allow transmit or print jobs to be stopped manually by Operators or System Administrators while queued and/or in process, i.e. stop previously transmitted records trying to resend while resolving a network error
G44	System shall be able to complete the DNA, DNS and DNR transactions automatically in the background and display "Collect" or "Don't Collect" results in a demographic screen while the operator is completing a criminal booking or other appropriate TOT
G45	System shall have a single screen to show all jobs in process and the status, e.g. "retrying"
G46	System shall prompt for next item to capture or enter data for with clear onscreen visual queues
G47	System shall display a real time preview of all captured biometrics images
G48	System shall perform a real time image quality check and display the appropriate quality metric onscreen (e.g. NFIQ score for fingerprint images)

Requirement ID	General Requirements
G49	System shall be able to queue up demographic records waiting for image capture on the Home Screen, i.e. demographics sent to the livescan via a JMS; allow the operator to choose the record from the Home Screen which has the complete demographics and complete the transaction by capturing biometric images
G50	System shall have the option to identify and open the subject's record via a single biometric capture. For example, a subject's iris or thumb is captured during a pre-booking intake/enrollment process into the jail facility, prior to the full criminal booking. That biometric is then included in the record pushed to the livescan from a JMS and can be utilized to open the subject's record on the livescan, ensuring the correct subject is livescanned under the correct demographic record
G51	System shall allow System Administrators to set and change criteria for acceptable image quality
G52	All transaction data shall be automatically saved throughout the process (scanning images and/or entering demographics) to minimize data loss in the event of interruption, system freezing, unintentional system shutdown, or power loss
G53	System shall allow an operator to open a previously transmitted transaction, edit individual data elements and biometric images, and re-transmit
G54	System shall allow the operator to perform the following types of submissions: <ul style="list-style-type: none"> a) Submit a transaction and then immediately logout b) Submit a transaction and then start another transaction of the same TOT c) Submit a transaction and then return to the TOT selection screen to perform a different type of transaction d) Save and exit the transaction to allow the operator to continue the transaction at a later time
G55	System shall be compliant with the Americans with Disabilities Act

6.2.2. Finger and Palm Capture

Requirement ID	Finger and Palm Capture System Requirements
FP01	System shall provide clear real time feedback and direction for correcting sequence, quality, and rolled finger capture vs flat finger capture to avoid image inconsistencies, e.g. right index is in the 4-finger flats but missing from the rolled images, inconsistent annotations, etc.
FP02	If designed for upper and lower palm capture in two segments, System shall compare the interdigital area between upper and lower palm to ensure the palm segments are from the same hand
FP03	System shall scan the image portions of the fingerprint and/or palmprint forms at 1,000 ppi using FBI certified EBTS Appendix-F scanner systems and FBI compression guidelines, automatically assigning the image(s) to Type-14/15 records, as appropriate (FBI/CJIS guideline for 1000 ppi scanned Type-14 and Type-15 images is compression using the JP2L algorithm)
FP04	System shall allow the System Administrator to configure fingerprint and palmprint image capture in any specific logical order for each individual TOT
FP05	System shall have moisture discriminating optics
FP06	System shall have anti-fog technology
FP07	System shall have anti-smear technology

Requirement ID	Finger and Palm Capture System Requirements
FP08	System shall have technology that mitigates geometric distortion, blurriness, soft focus, etc. e.g. distortion caused by non-uniform finger pressure on platen
FP09	System shall have auto calibration
FP10	System shall have no moving parts
FP11	System shall have glass sealed platens
FP12	System shall not require use of excessive water or application of other products to capture highest quality images
FP13	System shall have no wearable coating to reduce surface scratches
FP14	System shall be free of any metal, plastic or other types of guides
FP15	System shall be capable of capturing rolls, flat slaps, flat single fingers, flat single thumbs, and two thumbs flat simultaneously
FP16	System shall be capable of capturing all palm detail, including upper palm, lower palm, and writer's palm
FP17	System shall perform roll to slap comparison and also verify the fingers match the palm set
FP18	System shall allow operator to select best print from multiple roll attempts of same finger
FP19	System shall auto center the scanned image, regardless of the position of the hand on the platen, without losing/cutting any image detail
FP20	System shall have an auto contrast adjustment
FP21	System shall allow annotations on individual images and full hand
FP22	If annotations are placed on the palm image, the system shall logically apply those annotations to the corresponding finger scans (e.g. if the right palm is AMP and fingers are captured after the palm, the system shall annotate the right fingers and not require action by the operator)
FP23	System shall allow the operator to annotate fingerprints/palmprints efficiently and with the least number of steps
FP24	System shall give a descriptive warning message when a captured image is determined to be out of sequence and the operator shall be given the option to move the image to its correct position
FP25	System shall perform a real time sequence check and alert the operator that the wrong image is being captured
FP26	System shall allow the System Administrator to configure the minimum number of re-rolls by finger position, configurable by TOT
FP27	System shall allow the System Administrator to configure the minimum quality for each finger position (e.g. set higher quality requirement for thumbs and index fingers)
FP28	System shall generate and display to the operator the NFIQ quality rating for each finger image
FP 29	System shall auto extract flat fingers from the upper palm capture and allow the operator to override the auto capture and manually extract for better quality.

6.2.3.Facial Images, Scars, Marks and Tattoo Capture

Requirement ID	Mug Photo/Scars, Marks, and Tattoo Capture
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Requirement ID	Mug Photo/Scars, Marks, and Tattoo Capture
M01	System shall use Digital SLR cameras that meet or exceed the ANSI/NIST Annex E requirements with SAP Level 50/51 standard
M02	System shall be able to capture and transmit facial images and scars, marks, and tattoos as ANSI/NIST and FBI EBTS compliant Type-10 records
M03	System shall include a camera that can be removed, serviced, exchanged, or upgraded as a separate unit, while the livescan remains in operation (i.e. it should not be built into the livescan)
M04	System shall capture front, left profile, and right profile face poses
M05	System shall have face finding technology, automatically finding the subject's face and crop to comply with ANSI/NIST-ITL 1-2011 Update:2013 – Annex E
M06	System shall allow the operator to capture a single photo from which to crop several SMT images from
M07	System shall provide a live view of the subject prior to freezing/capturing an image
M08	Once captured, System shall display the front photo on all subsequent screens of the transaction
M09	System's camera shall have the ability to be mounted in a predetermined position in order to replace existing cameras
M10	System shall have the ability to capture photos from one common location for environments with multiple livescans

6.2.4. Iris Images

Requirement ID	Iris Capture
I01	System shall be capable of selectively capturing or ingesting images of irises, processing, and transmitting the images as ANSI/NIST and FBI EBTS compliant Type-17 records in support of future Iris Capture and Iris Recognition projects

6.2.5. Performance Requirements

Requirement ID	Performance
P01	System shall perform with high reliability and availability. Overall equipment availability <i>shall</i> be 99%
P02	System shall capture Tenprints (10 rolls + 4 flats) and palmprints (2 lower palms and 2 writer's palms) in less than two (2) minutes

6.2.6. Interface Requirements

Requirement ID	Interfaces
IN01	System shall send transactions to the OC ABI System and receive and display messages from the ABI System in accordance with the ABI System ICD
IN02	System shall accommodate demographic interfaces with Records Management and Jail Management Systems (RMS/JMS) currently interfaced to livescans in Orange County, including but not limited to:

Requirement ID	Interfaces
	<ul style="list-style-type: none"> • Computer Deductions, Inc. (CDI) – OCSD's jail management vendor • Spillman • Sungard • Versatarm • Intergraph • Computerized Arrest and Booking System (CABS) • Public Safety Systems, Inc. (PSSI) • Advanced Technology Information Management System (ATIMS)
IN03	System shall accommodate image file interfaces with various end user facial image database systems
IN04	System shall accommodate push or pull transfer mechanisms from RMS/JMS vendors to livescan stations

6.2.7. System and Security Requirements

Requirement ID	Network and Environment
S01	System shall send all transactions as ANSI/NIST standard packages as a MIME encoded attachment to the OC ABI system via Simple Mail Transfer Protocol (SMTP) protocol
S02	System shall retrieve mail from the OC ABI System mail server by using Post Office Protocol 3 (POP3) or Internet Message Access Protocol 4 (IMAP4) protocol. The OC ABI System will host a mail server for which each submitting Livescan device will be assigned an account
S03	System shall pull the current Cal-DOJ Livescan tables via File Transfer Protocol (FTP) or Secure File Transfer Protocol (SFTP) protocol from the ABI System and automatically deploy/implement on the devices no less frequently than once every 24 hours
S04	System shall simultaneously handle multi-platform data interchanges (e.g. web service, email, FTP, direct database query, file copy, etc.)
S05	When there is no network connectivity, System shall: <ul style="list-style-type: none"> a) Allow the operator to use the system with full functionality b) Queue all transactions c) Automatically transmit queued transactions without operator intervention when network connectivity is re-established
S06	System shall prohibit access to the operating system commands and Windows environment and prohibit changes by non-administrative users to maximize security protection and the application, i.e. non-administrative users shall not be able to use Ctl-Alt-Delete to access the desktop
S07	System shall allow the System Administrator to access the Windows environment for administration
S08	The System shall meet the following requirements, at a minimum: <ul style="list-style-type: none"> a) Microsoft Windows 7 (64 bit) and above b) Intel Core i5 CPU c) 8 GB of RAM d) 256 GB Solid State Drives (SSD) e) USB 3.0 f) Touch screen LCD or LED-LCD monitor, 17 inch
S09	System shall have the ability to receive Microsoft Windows updates from a County server and on a schedule determined by the County
S10	System login information shall have the ability to be managed from a central location using Lightweight Directory Access Protocol (LDAP)

S11	System shall be allowed to join the County's Active Directory Domain
S12	System shall have the latest version of Symantec Endpoint Protection software installed on each system. The Endpoint Central Management Console shall be installed on County's Antivirus Server, which will update and manage the Endpoint client software for each device
S13	System shall allow an OCCL System Administrator to execute and update the anti-virus software without impacting the operational use of the system
S14	The Antivirus annual subscription licenses cost shall be included in the sustainment cost
S15	System shall keep audit logs and send a copy to a centralized syslog server automatically on a schedule set by the County
S16	System shall incorporate localized monitoring agents to send event traps to a centralized management server
S17	System and system components shall not be declared end-of-life or end-of-support within five (5) years of System Acceptance
S18	System shall be capable of operating offline in the event of a communication failure or unavailability of the target system. The offline mode shall store the data and regularly and frequently attempt to restore the failed communication
S19	System shall queue all transactions in the event of network interruption and automatically transmit queued transactions without operator intervention when network connectivity is re-established
S20	Each system shall include an Uninterruptable Power Supply (UPS) that will safely shut down the system during black-outs. The UPS shall have an LED display providing battery life information
S21	System shall provide complete data protection in the event of security breach or system loss (i.e. stolen)

7. Sustainment

The Contractor shall provide all software upgrades to their deliverables whenever new Contractor product releases are introduced during the life of the Contract, at no additional cost to the County. The Contractor shall provide corrective maintenance for any error, malfunction, or defect in Contractor supplied equipment, software, or documentation which, when used as delivered, fails to perform in accordance with Contractor's officially announced, written or published, technical specifications through the life of the Contract.

Patches and Security Pushes

Software upgrades, patches and security pushes shall be managed remotely by Contractor's experienced Operations Support team using an integrated management server at County's host location. When software changes or table updates are required, Contractor's service lead shall push the change to the individual systems throughout the County. All maintenance activity, whether remote or on-site, shall be CJIS compliant.

Contractor shall provide one (1) copy (in electronic or other standard form) of each Update for the system components that are developed by Contractor and for which Contractor, in its sole discretion, elects to develop and generally make available to County systems under warranty or under a current Maintenance Agreement.

County shall provide Contractor with as-needed network or dialup access to the system (whether stand alone or connected to a central site) for Contractor to deliver updates via this remote means of delivery. In the event network or dial-up access is not available for 24/7

Maintenance Services and 9/5 Maintenance Services Customers, then Contractor shall install the update during any subsequently scheduled on-site visit by Contractor for service of the System.

An "Update" means a new release of system software components that are developed by Contractor, 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.

7.1. Preventative Maintenance

The Contractor shall perform inspection, cleaning, calibration, and adjustment of the equipment and replacement of defective parts thereof by dispatching maintenance personnel at the minimum frequency recommended by the manufacturer or the custom frequency as determined by OCCL, in order to keep the equipment in good operating condition. OCCL will identify twenty-seven high volume systems to be inspected quarterly and seventeen low volume systems to be inspected approximately twice per year. The Contractor shall provide OCCL a checklist of tasks completed, tasks not completed and reason why not completed, parts replaced (serial numbers included if available), and repairs for each device at each Preventative Maintenance inspection.

The machine time required to perform preventative maintenance shall be scheduled in advanced based upon on the established schedule and shall occur during working hours agreed to by OCCL or each facility end user. Scheduled down time for performing preventative maintenance on any single device shall not exceed two (2) hours unless agreed to in advance by OCCL.

Contractor shall perform all preventative maintenance scheduling for high volume systems quarterly and for low volume systems annually, executing all preventative maintenance as required. Contractor will execute a proactive Preventive Maintenance plan incorporating forethought into both personnel and parts required to ensure that all required preventive maintenance activities are completed within the all month. All preventive maintenance will be planned and tracked through the same process to meet the completion requirements.

Preventative maintenance service calls shall consist of inspection, system cleaning, verification of calibration, and verification of proper system configuration and operation in accordance with Contractor's specifications. Contractor shall provide trained employees who will perform all on-site preventative and remedial maintenance activities to ensure that Livescan systems and components are not out of service for more than two (2) continuous hours, unless agreed to by County. Software deployments completed outside of the agency's standard office hours of operation shall be performed at no additional cost to County.

For those issues that do not require an on-site Field Service Engineer ("FSE") visit, Contractor targets issue resolution within twenty-four (24) hours or within seventy-two (72) hours if a part is determined defective and replacement is required. Replacement part orders initiated prior to 3:00 P.M. Central Time shall be shipped the same business day. Orders initiated after 3:00 P.M. Central Time will be shipped the next business day. All shipments are made via next day priority air. Contractor will includes a return shipping label to expedite the return of parts to Contractor's production facility. All new parts that require a Property Control Number (PCN) will have the PCN sticker, also called asset tag, affixed prior to shipment.

Upon completion of preventive maintenance, Contractor shall have all field service reports and preventive maintenance documentation including checklist signed by the FSE and County's on-site contact. All associated paperwork shall be submitted to Contractor's Technical Call Center. The forms shall include all pertinent information regarding the preventative maintenance action, including but not limited to, work order number, a description of the maintenance action performed, a list of replaced parts by part/serial number, name and phone number of County's official that signed for completion, and completion date and time.

7.2. Troubleshooting

The maintenance coverage for all sites shall be 24 hours a day, seven days a week.

The Contractor shall provide to all sites user troubleshooting support personnel on call, 24 hours a day, seven days a week via a Help Desk and shall accept such requests telephonically or via email and document them in trouble tickets. The Help Desk personnel shall perform triage on the trouble tickets and provide responses on those that are known problems with workarounds or systems. The others are to be forwarded to Contractor support personnel.

The Contractor shall provide to all sites hardware and software support personnel on call, 24 hours a day, seven days a week in response to Trouble Tickets and shall acknowledge them telephonically or by email within fifteen (15) minutes and respond remotely via a secure link or on site within thirty (30) minutes, after notification of a problem which requires their presence. In the event maintenance personnel cannot be reached, a Contractor representative shall return the call based upon an established escalation policy.

Contractor will resolve all support calls reported to the Contractor as soon as possible from the time they are reported, but no later than forty-eight (48) hours. If the Contractor cannot re-establish successful end to end processing within forty-eight hours, devices shall be replaced with similar device at no cost.

Contractor may have remote connectivity to the County's network to troubleshoot reported issues with advanced coordination with OCCL. Contractor should not expect instant access to the County's network. Remote access will be limited to an as-needed basis. Contractor will not be granted direct Virtual Private Network (VPN) connectivity to the County's network and shall not connect non-county owned equipment to the County's network.

Contractor shall provide monthly reports of all Help Desk/service calls with full description of the issue and resolution.

Contractor shall send an auto-generated e-mail to assigned agency contacts when a Help Desk ticket is generated or closed with full description of the issue and resolution.

Contractor repair shall be covered for a full twelve (12) months under the warranty for purchased systems. For coverage after the warranty period, Contractor offers three levels of maintenance support:

Tiers of Support for Escalating Issues to Resolution

A dedicated Contractor Project Manager shall be assigned to County to oversee the project in the long-term. If there are any reports of failures, bugs, updates, or other issues, Contractor Support Department will maintain direct communication with the Project Manager and the agency's point of contact throughout the duration of an open service request.

If the Contractor Help Desk is unable to quickly resolve the issue, Contractor support team shall escalate the issue to Tier-III Support as well as the dedicated Project Manager, who will provide County contact with progress updates until the service request is closed.

Problem identification and issue resolution starts at the Help Desk level and from there is dispatched to the Field Service team, as illustrated in Figure 1. All maintenance activity, whether remote or on-site, shall be CJIS compliant.

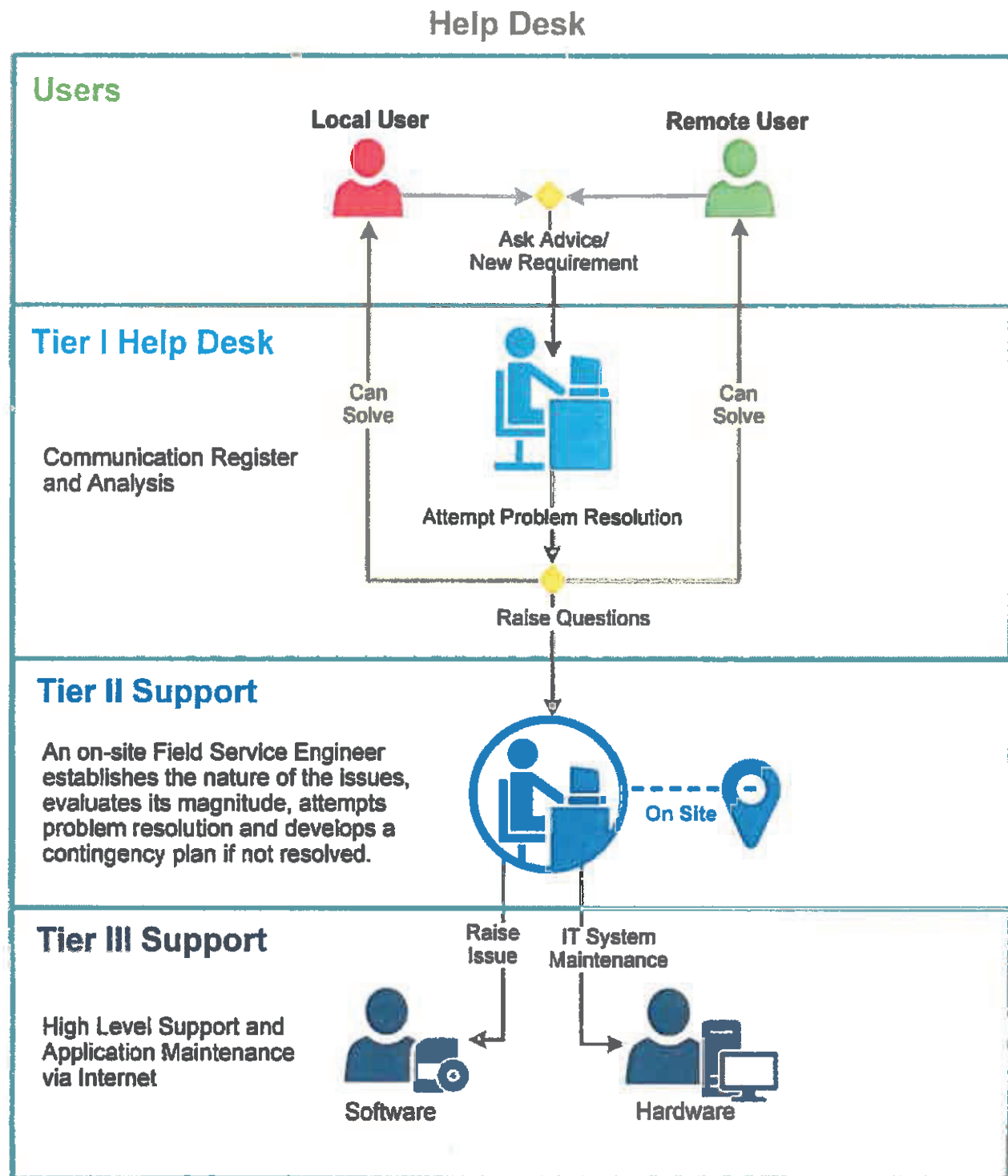


Figure 1: Contractor's Tiers of Support for Escalating Issues to Resolution

Tier I Support - Help Desk

Contractor's 24 x 7 x 365 Help Desk shall assist County's personnel concerning any problems with the daily use of hardware or the software applications and to solve questions about the function and operating the system. When Contractor's Help Desk receives an email notification or telephone call of a support issue, a Technical Support Engineer (TSE) logs a Service Request (SR) in Contractor's Microsoft CRM

system. An SR shall contain a record of all contact with the end-user, all TSE and FSE actions, and the replacement parts ordered. After creation of an email SR, a TSE shall call County to verify, troubleshoot, and resolve the issue.

Tier II Support

Contractor's Help Desk personnel shall escalate calls to Tier II Support when additional technical expertise is required.

Tier II Support technicians shall be trained and certified in the integrated biometric tools, shall be knowledgeable of the whole system functioning, and be capable of testing the performance, establish the nature of the issues and evaluate the magnitude of problem. Tier II escalates complex problems to Tier III Support if additional technical expertise is required. Contractor's typical response time is less than four (4) hours and on-site assistance is dispatched, when necessary, in less than twenty-four (24) hours.

Tier III Support

This level of support shall be provided by the factory experts for both the hardware and software.

Hardware Support – Field Service Engineer (FSE)

During the twelve (12) month warranty period on-site hardware maintenance shall be provided by a qualified local factory-trained representative. On-site hardware maintenance is offered after the warranty period ends. For County's on-site maintenance, Contractor shall have Field Service Engineers located in Orange County who are trained on the Live-Scan product line. Contractor shall also use GPS tracking in vehicles to assign the service ticket to the closest available engineer.

Software Support – Tier-III Engineer

If a problem requires advanced technical assistance, Contractor shall engage Tier III group, which shall specialize in resolving complex problems. All hardware issues shall be addressed by an FSE through an on-site visit; resolution methods for escalated software issues shall be determined on a case-by-case basis. As a part of Contractor's standard 24x7 maintenance offering, Contractor shall maintain a four (4) hour on-site SLA, and, if necessary, include the delivery and installation of replacement parts to ensure continuity of operations. Due to the size of Orange County, on-site visits are not feasible within a thirty (30) minute SLA time frame. However, remote access via secure link shall be provided within thirty (30) minutes by Contractor's support team located in Bloomington, Minnesota.

Contractor's Technical Support Engineers and County

Contractor's Tier III shall produce and distribute monthly reports containing the service request description and problem resolutions.

Contractor shall setup a dedicated email distribution list and shall notify and provide details to specific individuals a service request was opened, of when a technician is dispatched, and when/how the service request shall be resolved.

8. Training

The Contractor shall develop User Manuals addressing all user functions for all user types. User documentation shall describe the components, functions, and operations of each system type. Operations descriptions shall include a list and description of all error conditions, as well as the associated error messages displayed and the action required of the operator for each error condition. Each system shall be provided with online user documentation that is resident on the workstation or accessible via the agency's internal networks.

The Contractor shall prepare a Training Plan (Deliverable OC-20) and Training Materials (Deliverable OC-21) covering hands-on training for all Operators, Supervisors, and Administrators, computer based training, videos, guides, and manuals. Contractor shall conduct the course training as described below as well as provide for ad hoc user training to support testing. Training courses shall be conducted at the OCCL central site.

There are approximately four hundred (400) operators to receive basic training. Of those, approximately sixty-five (65) are local supervisory or senior level operators and shall receive supervisor level training. There are two to five individuals that will have responsibilities for overall system administration and shall receive administrator training. The training is to take place in Orange County no earlier than two weeks prior to the start of UAT. The frequency and hours of the training classes shall be adequate to cover availability of personnel on day and evening shifts.

The Contractor shall conduct three types of courses:

- 1) *Livescan Operators* – This course shall cover all basic system functionality. The course shall provide hands-on instruction on the livescan station, to include fingerprint, palmprint, photo, and iris workflows.
- 2) *Livescan Supervisor Training* – This course shall cover advanced system functionality through a hands-on, one-on-one or one-to-few formatted course. The course shall provide instruction on basic troubleshooting of problem records, adding users, and deleting records.
- 3) *Livescan Administration Training* – This course shall cover administrative functions, second tier troubleshooting, tools to resolve problem records, the Central Administration Server, reports, user management, and security administration.

Appendix A – List of Deliverables

(All deliverable due dates are in number of business days)

	Deliverables	Format	Due
OC-01	Project Management Plan	Electronic	Draft within 30 days after contract award Final within 30 days after OCCL comments
OC-02	Integrated Master Schedule	Electronic	Draft within 30 days after contract award Final within 30 days after OCCL comments Updates as risks and issue status changes
OC-03	Management and Technical Reports	Electronic	Draft 5 days prior to meeting, updates at meeting, final 5 days after OCCL comments
OC-04	Meeting Agendas, Presentation Materials, Minutes	Electronic	Draft 5 days prior to meeting, updates at meeting, final 5 days after OCCL comments

	Deliverables	Format	Due
OC-05	Configuration Management Plan (CMP)	Electronic	Draft within 30 days after contract award Final within 30 days after OCCL comments
OC-06	Quality Assurance Plan (QAP)	Electronic	Draft within 30 days after contract award Final within 30 days after OCCL comments
OC-07	Bill of Materials	Electronic	Preliminary draft with bid proposal Update 10 days prior to SDR Update at PSR Final at SAR
OC-08	Factory Acceptance Test Plan	Electronic	Draft 10 days prior to SDR Updates at SDR Final attached to SDR meeting minutes as deliverable OC-04
OC-09	Factory Acceptance Test Procedures	Five hard copies and electronic	Draft 30 days prior to FAT TRR Final 10 days prior to FAT TRR Updates 10 days after FAT
OC-10	System Acceptance Test Plan	Electronic	Draft 10 days prior to SDR Updates at SDR Final attached to SDR meeting minutes as deliverable OC-04 Updates 10 days after FAT based on lessons learned in execution of FAT
OC-11	System Acceptance Test Procedures	Five hard copies and electronic	Draft 30 days prior to SAT TRR Final 10 days after SAT
OC-12	Factory Acceptance Test Report	Electronic	At PSR
OC-13	System Acceptance Test Report	Electronic	10 days after SAT
OC-14	Installation Drawings	One hard copy and electronic	Draft 10 days prior to SDR Updates attached to SDR meeting minutes as deliverable OC-04 Final at PSR
OC-15	Transition Plan	Electronic	Draft 30 days prior to SDR Updates at SDR, attached to SDR minutes as OC-04 Final 30 days after SDR
OC-16	Interface Definitions Document	Electronic	Draft 10 days prior to SDR Final attached to SDR meeting minutes as deliverable OC-04
OC-17	System Design Specification	Electronic	Draft 20 days prior to SDR Updates at SDR Final attached to SDR meeting minutes as deliverable OC-04
OC-18	Licenses	Hard copies	At SAR
OC-19	User Guides/Manuals	One hard copy per operator and electronic to OCCL	Draft 40 days prior to FAT TRR Updates 5 days prior to FAT TRR Final as attachment to PSR meeting minutes as OC-04
OC-20	Training Plan	Electronic	Draft 60 days prior to PSR Final attached to SDR meeting minutes as deliverable OC-04

	Deliverables	Format	Due
OC-21	Training Materials	One hard copy per operator and electronic to OCCL	Draft 40 days prior to FAT TRR Updates 5 days prior to FAT TRR Final as attachment to PSR meeting minutes as OC-04
OC-22	Configuration Control Tools	Electronic, hard copy, license as appropriate	Draft at SAT TRR Final as attachment to PSR meeting minutes as OC-04
OC-23	Requirements Verification Traceability Matrix (RVTM)	Electronic	Draft with proposal Updates 20 days prior to SDR Final attached to SDR meeting minutes as deliverable OC-04

**ATTACHMENT B
COUNTY SUPPLIED ITEMS AND ASSISTANCE**

At County's sole discretion, County may furnish Contractor the following items and resources. County may also consider other needs requested in the Contractor's proposal:

1. Project Manager to provide approval of all deliverables, Final Acceptance and any Change Orders
2. Project Leads to coordinate site visits, product shipment, installation, and other activities with end user agencies and to coordinate testing and transaction troubleshooting activities with Cal-DOJ and FBI.
3. Network and power connections within each site. Customer will consider recommendations from Contractor for enhancements to existing network and power supplies.
4. To facilitate the training sessions required under the Contract, County shall provide:
 - A training facility that will accommodate up to 16 personnel (one instructor, up to 15 students) for Supervisor and Administrative training, and be equipped with adequate power, heating/AC, and internet access, an
 - LCD projector and screen.
5. Contractor shall supply all other equipment pertinent to training, including a laptop and training materials.

ATTACHMENT C PROPOSAL FEE SUMMARY

Complete and submit as response to Section II, Part F, Proposal Fees.

I. COMPENSATION

PAYMENT MILESTONES

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 (OCSO) 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 OCSO 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, OCSO may renew the Contract limiting the scope to the appropriate terms of a Sustainment phase (e.g. performance requirements, sustainment terms).

Annual Sustainment \$ 247,954/year

Additional equipment may be ordered through the life of the contract per the following pricing:

TouchPrint Enterprise 5600 High Definition (TPE-5600-HD) Livescan System Bill of Materials

Material Number	Description
TPE-5600-HD	TouchPrint 5600 1000 ppi high definition palm, slap, and roll live scan booking system. Includes: TouchPrint-5300 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

This includes the first year of 24/7 Warranty.

Price per system is: \$22,325

48 Systems X \$22,325: \$1,071,600

Preventative Maintenance

- Preventative Maintenance per System per Visit: \$262
- 27 Sites with Quarterly Visits (108 visits): \$28,296
- 17 Sites with Bi-Annual Visits (34 Visits): \$8,908

Annual Maintenance after 1st Warranty Expires:

- 24/7 Maintenance Coverage per System: \$4,500

File Folder C008754

MorphoTrust USA, LLC DBA MT USA, LLC

Contractor's Initial: _____

Contract # MA-060-17011259

- 48 Systems X \$4,500: \$216,000

Contractor shall provide TouchPrint Enterprise Management Server (TPE-CEN-MGMTSVR2): \$10,125/each.

Contractor shall provide five (5) TouchPrint Enterprise 5300 High Definition (TPE-5300D-HD) Livescan fingerprint desktop systems which shall collect subject's demographics either by manual entry, scanning of the subjects ID or with an interface with a Records Management / Jail Management System (RMS/JMS), Fingerprint, Palm Prints, Photos in a record on the Livescan system. That record shall be sent to County.

Each Livescan consists of the Bill of Materials listed below:

TouchPrint Enterprise 5300 High Definition (TPE-5300D-HD) Livescan System Bill of Materials

Material	Description
TPE-5300D-HD	TouchPrint 5300 1000 ppi high definition desktop palm, slap, and roll live scan system w/ flat panel monitor. Includes: TouchPrint-5300 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
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This shall include the first year of 24/7 Warranty.

Price per system is: \$19,795

5 Systems X \$19,795: \$98,975

Annual Maintenance after 1st year Warranty Expires

- 24/7 Maintenance Coverage per System: \$4,350
- 5 Systems X \$4,350: \$21,750

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

	Cost	Units	Total
Initial Contract	\$1,083,954	1	\$1,083,954
1 year sustainment after 1st year warranty expires	\$247,954	1	\$247,954
Add (6) booking stations (RAN approved 2/16/17)	\$22,325	6	\$133,950
Add up to 6 more booking stations in 3 years	\$22,325	6	\$133,950
24x7 support for added booking station	\$4,500	12	\$54,000
Preventative Maintenance for added booking stations	\$262	36	\$9432
3 year Contract Total			\$1,663,240

Contract total value shall not exceed \$1,663,240 for the initial three-year term.

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
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.

AMENDMENT NUMBER ONE
TO
CONTRACT MA-060-17011259
BETWEEN THE
COUNTY OF ORANGE
AND
IDEMIA IDENTITY & SECURITY USA LLC (FORMERLY KNOWN AS MORPHOTRUST
USA, LLC DBA MT USA LLC)

This AMENDMENT NUMBER ONE to Contract number MA-060-17011259 (hereinafter "AMENDMENT NUMBER ONE") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Idemia Identity & Security USA LLC (formerly known as MorphoTrust USA, LLC DBA MT USA LLC) (hereinafter "CONTRACTOR"), with a place of business at 296 Concord Road, Suite 300, Billerica, MA 018201, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and MorphTrust USA, LLC DBA MT USA LLC executed a Contract on August 22, 2017 for Livescan/Biometric Capture Stations, 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 informs COUNTY that on January 1, 2018, MorphoTrust USA, LLC DBA MT USA LLC changed its name to Idemia Identity & Security USA LLC, but there has been no change in ownership or tax ID; and

WHEREAS, CONTRACTOR agrees 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 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;

WHEREAS, COUNTY desires to amend the ORIGINAL CONTRACT to revise Term S. Change of Ownership, and the CONTRACTOR has confirmed in writing that CONTRACTOR understands and is in compliance with the COUNTY's Conflict of Interest Policy as stated in Paragraph S herein;

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

1. CONTRACTOR NAME CHANGE

Effective January 1, 2018:

- a. COUNTY hereby recognizes that MorphoTrust USA, LLC DBA MT USA LLC changed

its name to Idemia Identity & Security USA LLC, and that there was no change in ownership or tax ID.

- b. COUNTY hereby approves the assignment of the ORIGINAL CONTRACT, as amended, from MorphoTrust USA, LLC DBA MT USA LLC to CONTRACTOR.
- c. CONTRACTOR accepts the assignment of the ORIGINAL CONTRACT, as amended, agrees to provide all items covered thereunder; assumes the rights, duties and obligations of MorphoTrust USA, LLC DBA MT USA LLC under the ORIGINAL CONTRACT, as amended; and accepts and agrees to all terms and conditions of the ORIGINAL CONTRACT as amended.
- d. Wherever "MorphoTrust USA, LLC DBA MT USA LLC" appears in the ORIGINAL CONTRACT, as amended, it is hereby replaced with "Idemia Identity & Security USA LLC."

2. ARTICLES

- a. General Terms and Conditions, Term S. Change of Ownership, of the ORIGINAL CONTRACT is amended to read as follows:

S. Change of Ownership/Name, Litigation Status, Conflicts with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing

or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

3. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-17011259) is attached hereto as Exhibit A and incorporated by this reference.
4. All other provisions of the ORIGINAL CONTRACT, except as amended herein and to the extent are not inconsistent with this AMENDMENT NUMBER ONE, remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ONE to Contract Number MA-060-17011259.

*Contractor: Idemia Identity & Security USA LLC

By: Ben Mullen Title: CFO

Print Name: Ben Mullen Date: 2/8/19

*Contractor: Idemia Identity & Security USA LLC

By: [Signature] Title: Vice President

Print Name: Michael Kato Date: 2/12/19

**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: [Signature] Title: PURCHASING MANAGER

Print Name: DWIGHT DAPLIN Date: 2/19/2019

AMENDMENT NUMBER TWO
TO
CONTRACT MA-060-17011259
BETWEEN THE
COUNTY OF ORANGE
AND
IDEMIA IDENTITY & SECURITY USA LLC (FORMERLY KNOWN AS MORPHOTRUST
USA, LLC DBA MT USA LLC)

This AMENDMENT NUMBER TWO to Contract number MA-060-17011259 (hereinafter "AMENDMENT NUMBER TWO") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Idemia Identity & Security USA LLC (formerly known as MorphoTrust USA, LLC DBA MT USA LLC) (hereinafter "CONTRACTOR"), with a place of business at 296 Concord Road, Suite 300, Billerica, MA 018201, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and MorphTrust USA, LLC DBA MT USA LLC executed a Contract on August 22, 2017 for Livescan/Biometric Capture Stations, 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

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 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 desires to replace the Idemia Touchprint-5300 scanner blocks with CrossMatch LSCAN 1000 scanner blocks and have CONTRACTOR provide replacement silicone membranes for fifty scanner blocks through the warranty and maintenance periods of the Contract, as well as provide new metal shrouds for housing the CrossMatch scanner blocks at no additional cost to the COUNTY, and the CONTRACTOR has agreed to provide these goods at the rates set forth in the ORIGINAL CONTRACT and in this AMENDMENT NUMBER TWO;

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. ATTACHMENT A, SCOPE OF WORK, LIVESCAN/BIOMETRIC CAPTURE STATIONS, Section 7.1, Preventative Maintenance, of the ORIGINAL CONTRACT is amended in part to add the following:

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.

- b. ATTACHMENT C, PROPOSAL FEE SUMMARY, Section 1, Compensation, of the ORIGINAL CONTRACT is amended in part to read as follows:

TouchPrint Enterprise 5600 High Definition (TPE-5600-HD) Livescan System Bill of Materials

Material Number	Description
TPE-5600-HD	TouchPrint 5600 1000 ppi high definition palm, slap, and roll live scan booking system. Includes: CrossMatch LSCAN 1000, 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

This includes the first year of 24/7 Warranty.

Price per system is: \$22,325

48 Systems X \$22,325: \$1,071,600

Preventative Maintenance

- Preventative Maintenance per System per Visit: \$262
- 27 Sites with Quarterly Visits (108 visits): \$28,296
- 17 Sites with Bi-Annual Visits (34 Visits): \$8,908

Annual Maintenance after 1st Warranty Expires:

- 24/7 Maintenance Coverage per System: \$4,500
- 48 Systems X \$4,500: \$189,000

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.

Contractor shall provide TouchPrint Enterprise Management Server (TPE-CEN-MGMTSVR2): \$10,125/each.

Contractor shall provide five (5) TouchPrint Enterprise 5300 High Definition (TPE-5300D-HD) Livescan fingerprint desktop systems which shall collect subject's demographics either by manual entry, scanning of the subjects ID or with an interface with a Records Management / Jail Management System (RMS/JMS), Fingerprint, Palm Prints, Photos in a record on the Livescan system. That record shall be sent to County. Each Livescan consists of the Bill of Materials listed below:

TouchPrint Enterprise 5300 High Definition (TPE-5300D-HD) Livescan System Bill of Materials

Material	Description
TPE-5300D-HD	TouchPrint 5300 1000 ppi high definition desktop palm, slap, and roll live scan system w/ flat panel monitor. Includes: CrossMatch LSCAN 1000, 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

This shall include the first year of 24/7 Warranty.

Price per system is: \$19,795

5 Systems X \$19,795: \$98,975

Annual Maintenance after 1st year Warranty Expires

- 24/7 Maintenance Coverage per System: \$4,350
- 5 Systems X \$4,350: \$21,750
- 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.

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

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-17011259) is attached hereto as Exhibit A and incorporated by this reference.

3. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number MA-060-17011259) is attached hereto as Exhibit B and incorporated by this reference.
4. All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBER ONE, except as amended herein and to the extent are not inconsistent with this AMENDMENT NUMBER TWO, remain in full force and effect.

-Signature Page Follows-

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER TWO to Contract Number MA-060-17011259.

*Contractor: Idemia Identity & Security USA LLC

By: James Blue Title: Chief Financial Officer

Print Name: James Blue Date: 10/22/2019

*Contractor: Idemia Identity & Security USA LLC

By: Donnie Scott Title: Senior Vice President

Print Name: Donnie Scott Date: 10/22/2019

**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: Dwight Dapping Title: PURCHASING MANAGER

Print Name: DWIGHT DAPPING Date: 10/22/2019

AMENDMENT NUMBER THREE
TO
CONTRACT MA-060-18010732 (formerly MA-060-17011259)
BETWEEN THE
COUNTY OF ORANGE
AND
IDEMIA IDENTITY & SECURITY USA LLC

This AMENDMENT NUMBER THREE to Contract number 060-18010732 (formerly MA-060-17011259) (hereinafter "AMENDMENT NUMBER THREE") 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 296 Concord Road, Suite 300, Billerica, MA 018201, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and MorphTrust 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 to replace the Idemia Touchprint-5300 scanner blocks with CrossMatch LSCAN 1000 scanner blocks and have CONTRACTOR provide replacement silicone membranes for fifty scanner blocks through the warranty and maintenance periods of the Contract, as well as provide new metal

shrouds for housing the CrossMatch scanner blocks at no additional cost to the COUNTY (hereinafter AMENDMENT NUMBER TWO”);

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one-year term of August 22, 2020 through and including August 21, 2021, to allow CONTRACTOR to complete the project, in that only one (1) of five (5) milestones have been completed, and the CONTRACTOR has agreed to provide those services at the rates and pursuant to the terms set forth in the ORIGINAL CONTRACT; and

WHEREAS, COUNTY desires to change the Contract number of the ORIGINAL CONTRACT and AMENDMENT ONE from MA-060-17011259 to MA-060-18010732 due to an administrative error in the COUNTY software;

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

1. CONTRACT NUMBER

- a. Due to an administrative error, the contract number “MA-060-17011259” assigned to the ORIGINAL CONTRACT and AMENDMENT ONE was deleted and replaced with MA-060-18010732 in COUNTY’S software. COUNTY has no way to track the ORIGINAL CONTRACT, as amended, without changing the contract number.
- b. The Parties agree that wherever “MA-060-17011259” appears in the ORIGINAL CONTRACT and AMENDMENTS ONE and TWO, it is hereby replaced with “MA-060-18010732.”

2. ARTICLES

Additional Terms and Conditions, Section 1, 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 8/22/17 through and including 8/21/21, unless otherwise terminated by COUNTY. The period of 8/22/17 through and including 8/21/21 shall be known as Contract number MA-060-18010732. This Contract may be renewed for six (6) 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.

1. A true and correct copy of the ORIGINAL CONTRACT (Contract Number 060-

18010732, formerly MA-060-17011259) is attached hereto as Exhibit A and incorporated by this reference.

2. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number 060-18010732, formerly MA-060-17011259) is attached hereto as Exhibit B and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER TWO (Contract Number MA-060-18010732) is attached hereto as Exhibit C and incorporated by this reference.
4. All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBER ONE THROUGH AMENDMENT NUMBER TWO except as amended herein and to the extent are not inconsistent with this AMENDMENT NUMBER THREE, remain in full force and effect.

-Signature Page Follows-

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER THREE to Contract Number MA-060-17011259.

*Contractor: Idemia Identity & Security USA LLC

By: James M. Blue Title: Chief Financial Officer
Print Name: James M. Blue Date: 07/08/2020

*Contractor: Idemia Identity & Security USA LLC

By: Donnie Scott Title: Senior Vice President
Print Name: Donnie Scott Date: 07/08/2020

**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: Christina Reyes Title: Admin Mgr / DPA
Print Name: Christina Reyes Date: 7/15/20

Approved by the Board of Supervisors: Board Reso Approved 6/26/20

Approved as to Form
Office of the County Counsel
Orange County, California

By: [Signature]
Deputy