

AGREEMENT FOR FINGERPRINT IDENTIFICATION EQUIPMENT AND SOFTWARE
UPGRADE

This Agreement for Fingerprint Identification Equipment and Software Upgrade ("Agreement"), dated as of _____, 2020 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Gemalto Cogent, Inc., a Delaware Corporation authorized to do business in California (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified provider of fingerprint identification hardware, software and related systems, and experienced in the maintenance and support of automated fingerprint systems and related services; and

WHEREAS, in the judgment of the Sheriff, it is necessary and desirable to employ the services of Contractor for upgrading of the Sheriff's Office existing Contractor fingerprint systems.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Definitions

As used in this Agreement, the following capitalized terms shall have the meanings ascribed to such terms set forth below:

"Equipment" means the Contractor hardware provided to County hereunder as part of a System.

"Installation Date" means: (a) for a System that Contractor is responsible pursuant to the Statement of Work, the business day that Contractor installs such System in accordance with the relevant Documentation; (b) for all other Systems, the date that Contractor ships such System to County, or (c) if no delivery is necessary, the effective date of Statement of Work.

"Installation Site" means the installation location for a System, as specified in the applicable Statement of Work

"Intellectual Property Rights" means on a world-wide basis, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship including, without limitation, copyrights, moral rights and mask-works, (b) rights associated with trademarks, service marks, trade names and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) rights in domain names; (f) all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license or otherwise, and (g) all registrations,

applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter existing, made or in force (including any rights in any of the foregoing).

“Statement of Work” means a document that specifies the System and Services to be provided hereunder and that is executed by both parties and attached hereto as an Exhibit. The initial Statement of Work that specifies the initial System and Services to be provided hereunder is attached as Exhibit A (Statement of Work).

“Services” means, collectively, installation services, support, training and other services provided to County as set forth in attached Exhibit A (Statement of Work). Other maintenance and support services would only be provided if set forth in that certain separate Agreement for Maintenance of Fingerprint Identification Equipment by and between the parties.

“System” means the Equipment and Software referenced in Exhibit A for delivery to County.

2. Orders

a. Orders and Order Acceptance. During the term of this Agreement, County may request Systems by signing and submitting to Contractor a purchase order or other County purchasing document (an “Order”). Such requests shall be subject to System availability, Contractor’s fees and policies in effect when such proposed Order is submitted, and acceptance by Contractor. The terms and conditions set forth in this Agreement will control in the event that there are different or additional terms set forth in any Order document submitted by County.

b. Order Changes. Unless otherwise specified in this Agreement a change to an Order must be mutually agreed upon by the parties in writing, and may require a change in fees (including changes to reflect the inclusion, deletion or substitution of Systems or Services and Contractor’s costs for processing such change).

3. Delivery

a. Delivery. Contractor will make commercially reasonable efforts to meet any delivery date specified in County’s Order. All Systems provided hereunder will be shipped to the County address designated in the Order. In the absence of specific routing instructions, Contractor reserves the right to select the common carrier and method of shipment for the Systems.

b. Title and Risk of Loss. Title and risk of loss to Equipment and media will pass to County upon delivery to the County at County’s destination location.

c. Acceptance. Acceptance of the System will occur upon the date (the “Acceptance Date”) which is the earlier of (i) County’s execution of a written certificate of acceptance, (ii) the date that Contractor demonstrates to County, by the successful completion of acceptance testing or otherwise, that the System substantially conforms to the specifications set forth in the applicable Statement of Work, and (iii) the date County uses any part of the System for any purpose other than performing acceptance tests (“First Productive Use”). In the event that the System fails to conform substantially to the acceptance criteria set forth in the applicable specifications, Contractor will have a reasonable time to remedy such non-conformance following Contractor’s receipt of written notice from County specifying in reasonable detail the

nature of such non-conformance. In the event that Contractor is unable to remedy such non-conformance, (i) County may accept the System on an "AS IS" basis, subject to a reasonable price adjustment, or (ii) County may return the System to Contractor and receive a full refund of amounts paid to Contractor for the System. Acceptance will not be delayed for any minor non-conformance with the specification, as determined by County. Following acceptance, Contractor will use reasonable efforts to correct any minor non-conformance that appeared during acceptance testing.

4. Scope of Work.

a. Contractor Deliverables. Contractor shall provide County with the deliverables described in Exhibit A (Statement of Work), attached hereto and incorporated herein by this reference, and within the times or the dates provided for in Exhibit A. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

b. Contractor Cooperation with County. Contractor shall cooperate with County and County staff in the provision of deliverables hereunder.

5. Payment.

a. For all deliverables provided hereunder, Contractor shall be paid in accordance with Exhibit B, (Pricing Schedule). Exhibit B includes a breakdown of costs used to derive the payment amount. Payments made under this Agreement shall not exceed \$1,002,853 (One million two thousand, eight hundred fifty-three dollars).

b. Upon provision of the deliverables hereunder, Contractor shall submit its bill(s) for payment in a form approved by County's Auditor and the Sheriff-Coroner. The bill(s) shall identify the deliverables provided and the amount charged.

c. Unless otherwise noted in this agreement, payments shall be made within the normal course of County business after presentation of an accurate invoice in a form approved by the County for deliverables provided by Contractor.

d. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

e. If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

f. Currency. County will pay all amounts due to Contractor in the currency of the relevant Exhibit B (Pricing Schedule), unless otherwise mutually agreed in writing. Contractor and County will arrange for such payment to be made in a mutually convenient manner as agreed between them from time to time.

g. Security Interest. County hereby grants Contractor a purchase money security interest in the Systems, and in any proceeds thereof, including insurance proceeds, to secure payment of any amounts due until they are paid in full. Contractor will retain the rights and remedies of a secured creditor until payment in full is received for the purchased Systems. County agrees to execute and deliver all documents reasonably requested by Contractor to protect and maintain Contractor's security interest.

6. Term of Agreement. The term of this Agreement shall be from July 1, 2020 to June 30, 2022, unless terminated earlier in accordance with the provisions of Article 7 below.

7. Termination.

a. Termination without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days written notice to Contractor.

b. Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may terminate this Agreement by giving Contractor at least thirty (30) days written notice of such termination, stating the reason for termination, and Contractor shall have a commercially reasonable period of time, but no less than thirty (30) days, to cure any breach capable of cure.

c. Delivery of Work Product and Final Payment upon Termination.

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Article 19 (Ownership and Disclosure of County Documents) and shall submit to County an invoice showing the deliverables provided up to the date of termination.

d. Payment upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all deliverables provided hereunder and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the deliverables provided hereunder by Contractor bear to the total deliverables otherwise required to be provided for such total payment; further provided, however, that if County terminates the Agreement for cause pursuant to Section 7(b) above, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

e. Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Sheriff-Coroner, in

consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

8. Software License.

a. Licensed Contractor Software.

Limited License. Subject to the County's compliance with the terms and conditions of this Agreement, Contractor hereby grants to the County a non-exclusive, non-transferable license (without the right to sublicense): to use the Gemalto Cogent, Inc. software, in object code format, and the related software documentation provided under this Agreement (collectively, the "Contractor Software") for the life of the system provided by Contractor hereunder, solely for the County's own business operations, and solely at the installation site and on the equipment on which the Contractor Software is first installed (or, on a temporary basis, on a backup system at the installation location if such equipment is inoperative), consistent with the limitations specified or referenced in this Agreement, Exhibit A (Statement of Work) and the user guides provided by Contractor under this Agreement. The above license shall continue for the life of the system notwithstanding any termination or expiration of the Agreement, provided however that the Agreement's termination is not due to the County's material breach of the terms and conditions of the Agreement.

b. Third Party Software. Software owned or licensed by persons and entities other than Contractor ("Third Party Software") may be provided to the County by Contractor under this Agreement. The terms of use for and the restrictions upon use of Third Party Software by the County shall be as indicated in the license agreements provided with the Third Party Software by the respective owner(s) or licensor(s) of the Third Party Software.

c. Verification. At Contractor's written request, and not more frequently than is reasonable under the circumstances, (a) the County will verify in writing that the Contractor Software and Third Party Software (collectively, the "Software") are being used pursuant to the provisions of this Agreement and the Statement of Work, and (b) Contractor may audit the County's use of the Software electronically or at the County's facilities. Any such audit at the County's facilities will be conducted during regular business hours and no audit will unreasonably interfere with the County's business activities.

d. Transfer of Equipment. If the equipment purchased hereunder is sold or assigned to a third party, the County will remove all Software from such equipment prior to delivery to the third party, and the County shall either promptly (i) return all Software to Contractor, or (ii) destroy it and certify such destruction to Contractor in writing.

9. Ownership. Contractor will retain all rights, title and interest in and to the Intellectual Property Rights in the Systems and any derivative works thereof, subject only to the limited license set forth herein. County does not acquire any other rights, express or implied, in the Systems. The data produced by the software during County's use, however, shall belong to County.

10. Warranties and Remedies

a. Warranties. Contractor hereby represents and warrants to County that: (i) each piece of Equipment as delivered by Contractor hereunder, will under normal use, be free from defects in materials and workmanship that affect functionality for a period of one (1) year from the County's First Productive Use of servers provided hereunder; and (ii) the Contractor Software will substantially operate as delivered hereunder by Contractor to County free from material defects that affect functionality for a period of one (1) year from the County's First Productive Use of servers provided by Contractor under this Agreement. First Productive Use is defined in Section 3(c)(iv) above).

b. Disclaimer. The warranties in this Article 10 are exclusive and are in lieu of all other warranties and Contractor expressly disclaims all other warranties, whether express or implied, arising from or relating to this Agreement, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose and all warranties that may arise from a course of dealing, course of performance or usage of trade. Contractor does not warrant that the Systems will operate in combination with hardware, software, systems or data not provided by Contractor or that the operation of the Systems will be uninterrupted or error-free. All evaluation, "BETA," and pre-production releases of equipment or software provided by Contractor to County will be provided under the terms of a separate BETA agreement, but in any case are provided "as is" without warranty of any kind and use of any such release in a production environment is at County's sole risk.

c. Exclusive Remedies. County must report to Contractor pursuant to the notice provision of this Agreement, any breach of the warranties contained in Section 10(a) during the relevant warranty period. County's sole and exclusive remedies and Contractors' entire liability will be:

(i) for a breach of the warranty in 10(a)(i), the prompt correction of the error or defect that caused the breach of warranty or if Contractor is unable to make the Equipment operate as warranted, the replacement of the defective Equipment; and

(ii) for a breach of the warranty in 10(a) (ii), to correct or provide a reasonable workaround for Contractor Software errors that caused the breach of warranty or if Contractor is unable to make the Contractor Software operate as warranted, County will be entitled to terminate the license of the Contractor Software and recover the fees paid to Contractor for such license.

d. County is solely responsible for: (i) the accuracy and completeness of information and data furnished for processing with the Software, and (ii) for backing up information and data used in connection with the Software.

e. Warranty Claim Process. All requests for warranty services hereunder must be submitted by County personnel. Before requesting warranty services hereunder, County shall exercise commercially reasonable efforts to determine the cause of the problem using documentation, problem analysis procedures, and service request procedures provided by Contractor. If County requests warranty services hereunder and there was no objectively reasonable basis for the service call, County shall pay for Contractor's travel expenses and labor for such services at Contractor's applicable per call and per man-hour rates then in effect. County shall maintain one or more detailed logs of all System failures, malfunctions, defects and other problems. Upon the completion of any warranty service hereunder, County shall update the logs to describe and reflect

the warranty service performed. County shall allow Contractor to inspect such logs at any time during normal business hours.

f. Limitations. Contractor will have no liability or obligations under this Article 10 if (a) a breach of warranty is due to (i) abuse, misuse (including use of a System for purposes other than that for which it was designed), alteration, relocation, neglect, accidental damage or unauthorized repair, modification or installation of a System, (ii) County's failure to continually provide and maintain a suitable installation and operation environment (including, without limitation, proper electrical power, air conditioning, and humidity control), or (iii) the use or attempted use of software, hardware, supplies or services other than that supplied and supported by Contractor or (b) County fails to comply with Section 10 (d). Replacement or repair of a System does not extend its warranty period beyond the original warranty expiration date.

11. Confidentiality. County shall treat and hold the Licensed Software (the "Confidential Information") in strict confidence and shall not make the Confidential Information available in any form to any third party for any purpose except to the extent necessary to perform an obligation hereunder. County shall treat and protect the Confidential Information with the same degree of care with which it would treat its own confidential information of a like nature, and in no case with less than a reasonable degree of care. County shall not use the Confidential Information for any purpose other than as expressly authorized under this Agreement and shall limit the disclosure of Confidential Information to those of its employees who have a need to know such Confidential Information and shall take all reasonable steps to ensure that the Confidential Information is not disclosed or distributed by its employees in violation of the terms of this Agreement. It will not be a breach of this Article 11 if the Confidential Information is disclosed pursuant to subpoena or other compulsory judicial or administrative process, provided that County promptly notifies the Contractor and provides reasonable assistance to Contractor so that Contractor may seek a protective order against disclosure. Additionally and notwithstanding the above, Contractor is informed and aware that County is a public entity, subject to various laws regarding open government, including, by way of example and without limitation, requiring that County place this Agreement for consideration upon the agenda of its governing board, and, further, requiring that any proceeds as well as any expenditures by County related to this Agreement may, from time to time, appear in County's agenda items and budgets. Therefore, in any such cases County is not required to notify Contractor prior thereto and Contractor shall not prevent such disclosure(s). Also notwithstanding the foregoing, Contractor is informed and aware that this Agreement and any related documentation not subject to protection as a trade secret is a public record reviewable and obtainable pursuant to the California Public Records Act, California Government Code, sec. 6250, et seq., and therefore County may be compelled by law (or by order of any court or governmental agency of competent jurisdiction) to allow inspection and/or copying which will perforce disclose this Agreement and its terms, in which case County will notify Contractor prior to disclosure.

12. Indemnification.

a. Contractor agrees to defend, indemnify, hold harmless, reimburse and release County, its officers, and employees, from and against any and all third party actions, claims, damages, disabilities, liabilities and expense including, but not limited to attorneys' fees and the cost of

litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal injury or property damage, that may be asserted by any person or entity, including Contractor, arising out of and to the extent of Contractor's or its agents', employees', subcontractors' negligent or intentional misconduct, acts, errors or omissions, or any claim that software or hardware provided by Contractor to County hereunder infringe upon any copyright, patent, trademark or other intellectual property right, or otherwise misappropriates the trade secrets of any third party. Contractor shall have no obligations under this provision to the extent of contributory negligence by County, its officers or employees. Contractor shall have no obligations as to claims for alleged intellectual property infringement to the extent such claims are due to (i) use outside of the scope of the license, (ii) use in combination with products not supplied by Contractor, (iii) and (iv) modifications by any party other than Contractor or Contractor's authorized representative. County shall have the right to select its own legal counsel.

b. County shall promptly make Contractor aware of any infringement claim by a third party against County or other authorized users. If such a claim is made and Contractor cannot reasonably either procure the right to have County and other authorized users of the Contractor Software continue to use the Contractor Software or replace or modify Contractor Software with a non-infringing product of equivalent functionality, then either party may terminate the related licenses granted herein and Contractor shall refund to County related fees paid by County to Contractor for such Contractor Software on a pro rata basis for County's use under this Agreement during the then-current term.

c. The indemnification under Article 12 is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the Contractor or its agents under workers' compensation acts, disability benefits acts or other employee benefit acts.

d. This Article 12 indemnity provision survives the termination of this Agreement.

13. Limitation of Liability. Except as agreed in Article 12 (Indemnification) above, to the extent permitted by applicable law, in no event will Contractor be liable for any indirect, incidental, special, consequential or punitive damages, or damages for loss of profits, revenue, business, savings, data, incurred by County or any third party, whether in an action in contract or tort, even if County has been advised of the possibility of such damages or if such damages are foreseeable. Except for Contractor's indemnity obligations for personal injury, property damage, and intellectual property infringement under Article 12 (Indemnification), Contractor's cumulative liability for damages arising under or related to this Agreement shall not exceed a sum equal to the amounts billed by Contractor under the Agreement. County acknowledges that the limitations of liability in this Agreement and the allocation of risk herein are an essential element of the bargain between the parties, without which Contractor would not have entered into this Agreement. Contractor's pricing reflects this allocation of risk and the limitation of liability specified herein.

14. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain,

insurance as described in Exhibit C (Insurance Requirements), which is attached hereto and incorporated herein by this reference.

15. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Provision of deliverables hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by a Force Majeure event or situation (see Section 24(d) (Force Majeure) below), the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

16. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head and Contractor in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

17. Services and County Cooperation.

a. Installation. Contractor will provide System installation and customization services at the Installation Site to the extent specified in the Exhibits to this Agreement. Installation Services will be provided under Contractor's standard installation and customization procedures for Systems in effect on the date of this Agreement. Any installation or customization services requested by County beyond those specified in an exhibit shall be subject to the negotiation and execution of a separate Agreement.

b. Training. Any training services shall be as specified in Exhibit A (Statement of Work).

c. Support and Maintenance. Subject to the payment of applicable support and maintenance fees, Contractor shall provide the support and maintenance services specified in the Agreement for Maintenance of Fingerprint Identification Equipment executed by and between the parties. Contractor may use consultants or other contractors in connection with the performance of its obligations under this Agreement.

d. County Cooperation.

(i) County acknowledges that County's timely provision of (and Contractor's access to) County facilities, equipment, assistance, cooperation, and complete and accurate information and data from County's officers, agents and employees ("Cooperation") is essential to Contractor's performance under this Agreement, and that Contractor shall not be liable for any deficiency in

performing hereunder if such deficiency results any delay or failure in County's provision of Cooperation or County's failure to perform an obligation hereunder.

(ii) County personnel shall be available at all reasonable times to provide and coordinate the provision of Cooperation and to make decisions on behalf of County.

(iii) County shall provide Contractor and its suppliers and contractors with free and safe access to the Installation Site and the Systems as reasonably necessary for Contractor to perform its obligations under this Agreement except as limited by safety and security needs of County because of its public agency and law enforcement provider status with regard to confidentiality and security requirements pursuant to local, state and federal law and policy. If County is aware of, or becomes aware of, the existence of any unsafe condition or hazardous material at the Installation Site, County shall promptly notify Contractor of such condition in writing. The Installation Site shall be located in a secure area of County's facilities and, except as expressly provided in the Statement of Work and Pricing Schedule, County shall be responsible for all site improvements, equipment, and services necessary to operate the Systems at the Installation Site (including, without limitation, air conditioning, electrical equipment/service and communication services (phone and network)). Notwithstanding anything to the contrary in this Agreement, County shall abate and remove any asbestos, hazardous material or other known unsafe conditions at the Installation Site prior to the provision of any Services by Contractor. Contractor's employees and contractors shall not be required to sign any waivers or releases to gain access to County's premises in connection with the performance under this Agreement except that employees and contractors may be required to "sign in," and provide identification as required for security purposes for access to County's secure areas.

18. Representations of Contractor.

a. Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

b. Status of Contractor. The parties intend that Contractor, in providing deliverables hereunder, shall act as an independent contractor. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 7 above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

c. Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance

regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

d. Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

e. Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its obligations hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

f. Statutory Compliance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies (collectively "Laws") applicable to the deliverables provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Product compliance shall be as set forth in the Statement of Work. Future changes to Laws may result in Change Orders to the Statement of Work, and the possibility of additional charges.

g. Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

h. AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

19. Ownership and Disclosure of County Documents. All project-related design and planning documents and data (including original drawings, and graphics), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors exclusively for the County for the County's use in connection with this Agreement ("County Documents") shall be the property of County. County shall be entitled to immediate possession of such County Documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such County Documents which have not already been provided to County in such form or format as County

reasonably deems appropriate. Such County Documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described County Documents but agrees not to disclose County Documents to third parties, except for Contractor's subcontractors performing work under this Agreement, without the express written permission of County.

20. Contractor Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

21. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed assurance has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 7 (Termination).

22. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented, such consent not to be unreasonably withheld.

23. Method and Place of Giving Notice. All notices shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices shall be addressed as follows:

TO: COUNTY:	Sonoma County Sheriff's Office Administration Division 2796 Ventura Avenue Santa Rosa, CA 95403
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TO: CONTRACTOR:	Gemalto Cogent, Inc. 2964 Bradley Street Pasadena, CA 91107 Attn.: Corey Kennedy
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Cc:	Gemalto Cogent, Inc. 3510 Hopkins Place North Building 4 Oakdale, MN 55128 Attn.: Senior Counsel
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When a notice is given by a generally recognized overnight courier service, the notice shall be deemed received on the next business day. When a copy of a notice is sent by facsimile or email, the notice shall be deemed received upon transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email, (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

24. Miscellaneous Provisions.

a. No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

b. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement 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. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

c. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

d. Force Majeure. Neither party will be liable under this Agreement because of any failure or delay in the performance of its obligations (except for payment of money) on account of strikes, shortages, riots, fire, flood, storm, earthquake, acts of God, hostilities, pandemics, government restrictions, or any other cause beyond its reasonable control. Contractor's inability to supply Equipment, Software, materials, products, technical data or services due to the inability to obtain or maintain required export authorization shall not constitute a breach of this Agreement and County hereby acknowledges this risk.

e. Export Administration. County agrees to comply fully with all relevant export laws and regulations (collectively, "Export Controls"). Without limiting the generality of the foregoing, County expressly agrees not to, and will require its representatives to agree not to, export, direct, or transfer Systems, or any direct product thereof, to any destination, person, or entity restricted or prohibited by the Export Controls.

Equipment, Software, materials, products, technical data or services due to the inability to obtain or maintain required export authorization shall not constitute a breach of this Agreement and County hereby acknowledges this risk.

e. Export Administration. County agrees to comply fully with all relevant export laws and regulations (collectively, "Export Controls"). Without limiting the generality of the foregoing, County expressly agrees not to, and will require its representatives to agree not to, export, direct, or transfer Systems, or any direct product thereof, to any destination, person, or entity restricted or prohibited by the Export Controls.

f. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

g. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

h. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

i. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.


j. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

k. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR

COUNTY OF SONOMA

By: 
Name:

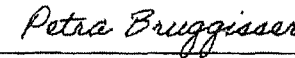
By: _____
Sheriff-Coroner

Gemalto Cogent, Inc.

Date: 6/2/2020

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: 
Deputy County Counsel

Date: May 26, 2020

CERTIFICATES OF INSURANCE ON
FILE WITH SHERIFF'S OFFICE

By: 
Department Analyst

Date: 6/3/2020



Sonoma County

LiveScan Upgrade & HW Refresh

CABIS HW Refresh & Virtualization

MobileID Solution

Statement of Work (SOW)

Disclaimer

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Version	Date	Author	Description
1.0	10/011/2019	Ray Arasteh	Initial Draft
2.0	01/07/2020	Ray Arasteh	Bill of Materials VM
2.8	02/13/2020	Ray Arasteh	General updates and Bill of Materials
2.9	02/14/2020	Ray Arasteh	Phase 1 and Phase 2 description updated
3.0	03/02/2020	Ray Arasteh	BOM and General Updates

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1. Introduction

Sonoma County currently uses a Gemalto Cogent Automated Biometrics Identification System (CABIS) 5.5 system configured as standalone hardware with Programmable Matcher Accelerator (PMA), a hardware matching solution. CABIS Workstations and PMA deployed at the same time as the initial deployment. Sonoma County has requested CABIS 5.5 server hardware refresh, implement virtualization, and upgrade hardware matcher to PMA version 7. This project to be delivered in 2 phases, Phase 1: LiveScan, Web ID, Child ID, and Phase 2: CABIS Hardware Refresh & Virtualization, Mobile Biometric Identification (MBI) solution, and Mobile Device Management (MDM).

1.1. Purpose

The purpose of this Statement of Work (SOW) document is to achieve an agreement between Sonoma County and Gemalto Cogent on the desired solution (hardware refresh) and overall project direction by defining high-level needs and features of the proposed solution. This statement document focuses on the capabilities needed by the stakeholders and target users as well as the reason these needs exist. Also, the purpose of this document is to specify and clarify the roles and responsibilities of both parties. Gemalto Cogent will provide Sonoma County with a CABIS server hardware refresh and virtualization, as outlined in this SOW.

1.2. Project Deliverables

Gemalto Cogent will perform the following tasks and deliverables in two phases. The first phase is to deploy new LiveScan5 workstations. The second phase focuses on CABIS server hardware refresh and virtualization.

Phase 1:

1. LiveScan Upgrades

- a. Deploy new LiveScan5 Workstations with Windows 10 Long Term Serving Channel (LTSC)
 - i. **Note:** Windows 10 LTSC may require volume licensing – subject to verification, change order and additional time and material.
- b. Integrate existing JMS: "IJS", a jail management system with LiveScan5 workstation(s)
 - i. JMS integration using Web-service for the purposes of transferring LiveScan Data to Sonoma County local JMS: IJS.
 - ii. Gemalto Cogent and Sonoma County JMS vendor (IJS) will jointly develop a customized solution to integrate JMS: IJS with LiveScan for ingesting demographics into the LiveScan, giving the operator input additional data/add mugshot. Subject to a **change order**/subject to additional engineering costs.
 - iii. LiveScan locations require JMS integration
 1. MADF Booking* LSID R88
 2. MADF Secondary Booking* LSID NF4
 3. MADF BPR* LSID R76
 4. NCDF* LSID R77
 5. Juvenile Probation* LSID R79
 6. Probation Court* LSID R80

2. Windows Extended Support: Windows 7 security updates applies to all Gemalto Cogent related solution, including:

- a. LiveScan workstations
- b. WebID workstations
- c. Child ID/Portable LiveScan stations
- d. **Note:** Windows 7 security updates to be implemented **outside of this Statement of Work(SOW)** and it is not part of or dependent on this SOW.

3. Decedent Scan Solution

A FAP50 FBI approved scanner attached to a laptop running LS5 at Coroner's Office.

- a. Decedent search method: Search local and then DOJ
- b. DOJ certified - The solution consists of FAP50 scanner and mobile laptop computer (Mobile LiveScan)
- c. LS Workflow - DCD
 - i. Use exiting DCD workflow
 1. Deceased Known (DEK)
 2. Deceased Unknown (DEU)
 - ii. If the workflow needs to change it is subject to change order

4. CMS Field customization

- a. Add a LiveScan ToT field to the CMS interface (see which ToT was used for which transaction number)
 - i. SMTD to add TOT to CMS_basic, as it is defined in tdf2cms.cfg

5. Add the Transaction Number' to the 'Detailed' LiveScan Reports in the CAPFIS Management Reporting System

- a. Exhibit 1 - Tenprint – Unsolved Latent' report within the 'CAPFIS Management Reporting System' software. Circled in RED is the AFIS Transaction Number. This column is what needs to be included within the results generated from running a 'Details Report' under the 'LiveScan Reports' tab, included in LiveScan Reports, Details Report , please see Exhibit 2.

Exhibit 1. Transactions, Tenprint – Unsolved Latent

Transactions | LiveScan Reports | Mobile Reports | Latent Hit Percentage | Prints Enrolled

Number of Transactions

Inquiry Type

- ☐ Summary
- ☐ Tenprint - Tenprint
- ☒ Tenprint - Unsolved Latent
- ☐ Latent - Tenprint
- ☐ Latent - Unsolved Latent
- ☐ Palm Latent - Palm Print
- ☐ Palm Latent - Unsolved Palm Latent

Criteria

Search By:

☐ TOT =

☐ ORI =

☐ Operator =

☐ Device ID =

☒ Search Period Between And

Set By:

☐ TOT

☐ ORI

☐ Operator

☐ Device ID

Total 52 Record(s) Found

	ORI	Doc No.	D No.	Last Name	First Name	TOT	Operator	Capture Date	Device ID	Trans No.
1	CA0490001	10208530	D0241918			CRM	1102592	1/28/2020	R88	SNCTT00205529
2	CA0490001	10208566	D0236899			CRM	acacho	1/29/2020	R88	SNCTT00205609

Exhibit 2. LiveScan Reports, Details Report

Transactions | LiveScan Reports | Mobile Reports | Latent HR Percentage | Prints Enrolled

LiveScan Reports

Inquiry Type

☐ Summary Report

☒ Details Report

Search Criteria

☐ LSID =

☐ TOT =

☐ FP Officer =

☒ Date/Time

From:

To:

Sort Criteria

☐ Date/Time

☐ LSID

☐ TOT

☐ FP Officer

Total 11 Record(s) Found

	Date/Time	Location	LSID	TOT	FP Officer	Subject Name	DOB	SCN	ITN
1	2020-01-29 01:30:15	MADF	R88	CRM	AURIBE			R88N01	1020
2	2020-01-29 01:37:52	MADF	R88	CRM	AURIBE			R88N02	1020

Gemalto Cogent will install/configure/deliver LiveScan, WebID, and Child ID solutions and the listed locations below:

Location	System	Model	Monitor	Scanner	Camera	Printer	Interface
MADF Booking New	LiveScan	HP Desktop	HP 27q	LScan 1000	IP-PTZ	MS821dn	IJS-JMS
MADF Booking	LiveScan	HP Desktop	HP 27q	LScan 1000	IP-PTZ	MS821dn	IJS-JMS
MADF BPR	LiveScan w/DNA	HP Desktop	HP 27q	LScan 1000	IP-PTZ	MS821dn	IJS-JMS
MADF Release	LiveScan	HP Desktop	HP 27q	LScan 1000			
NCDF	LiveScan	HP Desktop	HP 27q	LScan 1000	IP-PTZ	MS821dn	IJS-JMS
Main Office	LiveScan	HP Desktop	HP 27q	LScan 1000	IP-PTZ		
Sonoma PD	LiveScan	HP Desktop	HP 27q	LScan 1000	IP-PTZ	MS821dn	
Juvenile Probation	LiveScan w/DNA	HP Desktop	HP 27q	LScan 1000	IP-PTZ	MS821dn	IJS-JMS
Probation Court	LiveScan	HP Desktop	HP 27q	LScan 1000	IP-PTZ	MS821dn	IJS-JMS
Santa Rosa PD	LiveScan	HP Desktop	HP 27q	LScan 1000		MS821dn	
Rohnert Park	LiveScan	HP Desktop	HP 27q	LScan 1000		MS821dn	
Petaluma PD	LiveScan	HP Desktop	HP 27q	LScan 1000	IP-PTZ		
Cotati PD	LiveScan	HP Desktop	HP 27q	LScan 1000		MS821dn	
Cloverdale PD	LiveScan	HP Desktop	HP 27q	LScan 1000		MS821dn	
Healdsburg PD	LiveScan	HP Desktop	HP 27q	LScan 1000	IP-PTZ	MS821dn	
Sebastopol PD	LiveScan	HP Desktop	HP 27q	LScan 1000	IP-PTZ	MS821dn	
Sonoma State PD	LiveScan	HP Desktop	HP 27q	LScan 1000			
MADF Training Area	LiveScan	Cabinet w/HP Desktop	Cabinet Monitor	LScan 1000	IP-PTZ	MS821dn	
Sheriff Main	LiveScan, Child ID	HP Notebook		CS500e	Webcam		
Petaluma PD	Child ID	HP Notebook		CS500e	Webcam		
Santa Rosa JC	LiveScan	HP Notebook		CS500e			
Coroner's Office	LiveScan w/DCD	HP Notebook		FAP 50		MS821dn	

Location	System	Model	Monitor	Scanner	Camera	Printer	Interface
MADF Intake	Web ID	HP Notebook		CSD 450			
MADF Release	Web ID	HP Notebook		CSD 450			
NCDF Booking	Web ID	HP Notebook		CSD 450			
Juvenile Probation	Web ID	HP Notebook		CSD 450			

Note: The Coroner's office will use a portable LiveScan5 with FAP 50 scanner for decedent identification. This solution will be used at the Coroner's office only, not for field use.

Phase 2:

- Gemalto Cogent CABIS server hardware refresh:
 - All Server internal storage utilize RAID6 (per customer request)
 - **CABIS server hardware software refresh**
 - Virtualize CABIS
 - Virtualize Web Server Mobile Latent
 - Virtualize CMS – Facial Matching
 - Virtualize Workflow Server
 - Virtualize MBI Server (MobileID Backend Services)
 - Create VM(CentOS6/RedHat6 64bit for Mobile Device Management Solution)
 - 3rd party: Mobile Iron will perform remote install
 - **PMA Hardware Matcher Refresh**
 - Upgrade to PMA7 x 2
 - PMA 1: Matcher
 - PMA 2: Redundant Matcher
 - Upgrade Existing HPE SAN MSA 2040 Storage
 - Add 14 x 900G disks
 - SAN and Networking related hardware/infrastructure provided by Sonoma County
 - Shutdown and remove Hitachi SAN from the ISD Datacenter, as it is no longer in use.
 - **Mobile Biometric Identification (MBI)**
 - Install and configure MBI Server - VM
 - MBI Server Security Certificate to be provided by Sonoma County
 - Install and configure 15 MobileID Devices: CredenceTWO-R (Verizon Wireless) & Carrying Case
 - ◆ Integrate MBI with CABIS
 - ◆ Integrate MBI with MobileID Devices
 - **Mobile Device Management (MDM) – Premise-Based**
 - 3rd party MDM vendor will perform the following:
 - Install, configure MDM solution on allocated VM
 - Secure remote access is required
 - Sonoma County to provide temporary remote access

1.3. System Goals

- Upgrade LiveScan hardware-software, and JMS Web Services Integration (phase1)
- Integrate LiveScan5 with FAP50 scanner for decedent solution (Coroner's Office)
- Upgrade server hardware(phase2)
- Server Virtualization(phase2)
- Upgrade hardware matcher PMA5 to PMA7(phase2)
- Deploy MobileID devices(phase2)
- Deploy Mobile Device Monument (Vendor) (phase2)

2. Scope of Work

The project scope's purpose is to define the concept and range of the proposed solution. Clarifying the scope and limitations establishes project boundaries and a point of reference.

Phase 1: LiveScan5 upgrade and hardware/software

Gemalto Cogent will:

1. Install/configure LiveScan
 - a. Workstations x 17
 - b. Portable x 2
 - c. Cabinet x 1
2. Install/configure
 - a. WebID Laptop x 4
 - b. Child ID Laptop 1
 - c. Portable LiveScan, Child ID Laptop x 1

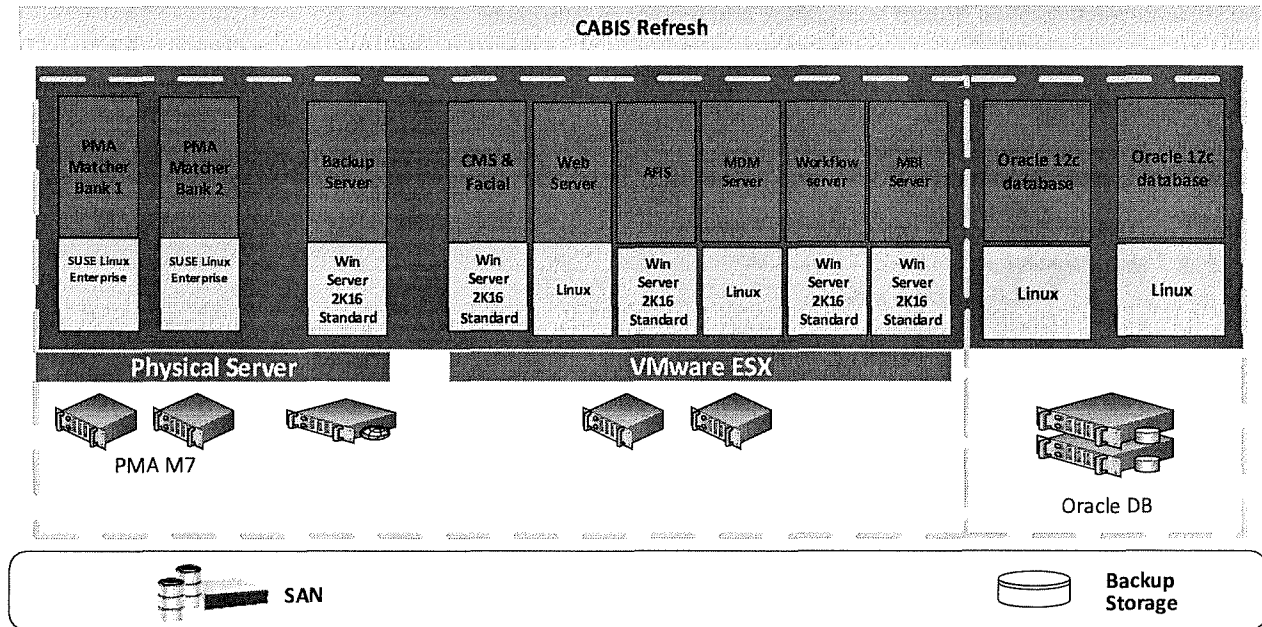
Phase 2: CABIS Server Hardware Refresh and Virtualization:

Gemalto Cogent will:

1. Install/configure CABIS production server hardware and create a virtualization environment
 - a. Server OS: Windows Server 2016 – extended security updates costs covered by Gemalto Cogent as needed and until 1/11/2027.
 - i. Note: Windows Server 2019 is in a testing phase and not ready to support CABIS.
 - b. Solution Location: Sheriff's Server Room
2. Install/configure PMA7 production hardware matcher server
 - a. Solution Location: Sheriff's Server Room
3. Install/configure Backup(VTL) Solution
 - a. Solution Location: County ISD Data Center or as directed by Sonoma County
4. Run old and new systems in parallel
 - a. Move existing/running system located in County ISD Data Center to Sheriff's Server Room
 - b. Install the new CABIS system at the Sheriff's Server Room
5. Any hardware currently housed in the County ISD Data Center that is set to be retired can be left in place until such time that the hardware can be remove for surplus.
 - a. Gemalto Cogent to decommission transport retired hardware to Sonoma County Sheriff IT Unit, where the drives will be wiped by Sheriff's IT Personnel. Sheriff's personnel will then surplus the equipment through County ISD.
6. Migrate data from old server to the new Virtualized environment
7. Retired all old CABIS hardware/SAN
 - a. Confirm the Hitachi SAN is not in use, degauss and decommission internal disks
8. Return 2 x PMA5 Matchers to Gemalto Cogent
9. Install/configure Mobile Biometric Identification (MBI) Sever
10. Install/configure MobileID devices / integrate with MBI Server
11. Install/configure Mobile Device Management(3rd party vendor install)
12. Install/configure anti-virus software on all LS workstations

2.1. Solution Diagram (CABIS)

Preliminary design this is subject to change*.



2.2. Bill of Materials – Server

Figure 2 – Bill of Materials – Server, it includes all solution related IT hardware/software. Gemalto Cogent will provide the components as specified or a newer version that meets or exceeds the specifications of the listed components. It is subject to change, additional time and material may apply.

PMA Hardware Matcher - 2 Nodes	
Description	Qty
HPE ProLiant DL360 Gen10 8SFF	2
SINGLE CPU intel Xeon-Gold 5217 (3.0GHz/8-core/115W)	
64GB RAM RDIMM (balanced)	
1x NIC 4x1Gbps	
4x SAS 300GB 15K (Raid 6)	
2x Power Supply	
1x SATA DVD-ROM Optical Drive	
HPE iLO Advance 5years Support	
Minimum required items for Rack mount	
HP Installation Service HW/SW	
Operating System SUSE SLES 5 years Standard subscription	
HPE 5Y Foundation Care 24x7 Service	



Production - Hypervisor 2 Nodes	
Description	Qty
HPE ProLiant DL360 Gen10 8SFF	2
Dual CPU Intel Xeon-Gold 6242 (2.8GHz/16-core/150W)	
160GB RAM RDIMM (balanced)	
2x NIC 4x1Gbps	
2x 16GB Dual port FC HBA	
4x SAS 600 GB 10K (Raid 6)	
2x Power Supply	
HPE iLO Advance 5years Support	
Minimum required items for Rack mount	
HP Installation Service HW/SW	
HPE 5Y Foundation Care 24x7 Service	

Software Licenses	
Description	Qty
Operating system Windows W2K16 Standard Edition	As needed
VMware vSphere Essentials Plus Kit 6 Processor 5years support	1
Microsoft Windows Server 2016 User CAL (10-user)	1
McAfee Anti-virus with 5-years subscription	21
Veeam Backup and Replication Universal 5yr Subscription 24x7 (Bundle 10 instances licenses)	2
Linux	As needed
Oracle Database - 2 Node Failsafe Cluster	
Description	Qty
HPE ProLiant DL360 Gen10 8SFF	2
Single CPU Intel Xeon-Gold 5115 (2.4GHz/10-core/85W)	
32GB RAM (balanced)	
1x NIC 4x1Gbps	
2x 16GB Dual port FC HBA	

4x SAS 300 10K (Raid 6)

2x Power Supply

HPE iLO Advance

Minimum required items for Rack mount

Operating system Windows W2K16 STD

HP Installation Service **HW/SW**

HPE 5Y Foundation Care 24x7 Service

Oracle Database - 2 Nodes Failsafe Cluster Licenses

Description

Qty

Oracle Standard Edition 2 - **ASFU** (Application Specific Full Use) - per Processor

2

Oracle DB Prod support 5 years

Backup Server /Antivirus Mgmt Server

Description

Qty

HPE ProLiant DL380 Gen10 12LFF

1x 2 SFF rear drive bay

Single CPU Intel Xeon-Silver 4210 (10 Cores;2.2Ghz)

16GB RAM (balanced)

1x NIC 4x1Gbps

Smart Array Controller

2x SAS 600GB SFF 10K (RAID 1)

6x SAS 8TB LFF 7.2K (RAID 6) 32TB

2x Power Supply

HPE iLO Advance

Minimum required items for Rack mount

Operating system Windows W2K16 STD

Veeam Backup and Replication Universal 5yr Subscription 24x7

HP Installation Service **HW/SW**

HPE 5Y Foundation Care 24x7 Service

SAN Storage (Optional) – The plan is to add more drives in existing HPE MSA 2040

Description

Qty

MSA 2050 SAN Dual Controller

0

LiveScan Upgrade & HW Refresh CABIS HW Refresh & Virtualization MobileID Solution	
---	--

16TB Usable Storage @ 10k SAS Drives with RAID6 Configuration	
16Gb FC SW SFP+ Transceivers	
Minimum required items for Rack mount	
HP Installation Service HW/SW	
HPE 5Y Foundation Care 24x7 Service	

Existing MSA2040 Storage space Upgrade	
Description	Qty
900GB 10K SAS SFF Drives	14
HP Installation Service HW/SW	
HPE 5Y Foundation Care 24x7 Service - Extension for an existing MSA 2040	1

Figure 2 – Server Bill of Material

2.3. Bill of Materials – Client

Figure 3 – Bill of Materials – Client

Client BOM	
LiveScan Workstation with CrossMatch LScan 1000 Scanner, Printer, and Mugshot	Qty
HP Elite Desktop 800 G5 6 core i5 16G RAM 512SSD	9
HP Pavilion 27q Monitor QHD (2560 x 1440 @ 60 Hz)	
CrossMatch LScan 1000 USB 3.0 (US)	
Cross Match Foot Pedal Adapter	
CAT-5e Networking Patch Cable, Molded, 350mhz, 24AWG, 50u, 10ft Grey	
Livescan Foot Switch Dual Cable	
Livescan Foot Switch	
Livescan Foot Pedal	
Livescan to foot pedal - adapter cable	
Lexmark MS821dn Duplex Laser Printer-B/W	
Mugshot Camera	
Anti-Virus McAfee	
LiveScan Workstation with CrossMatch LScan 1000 Scanner, and Mugshot	Qty
HP Elite Desktop 800 G5 6 core i5 16G RAM 512SSD	2
HP Pavilion 27q Monitor QHD (2560 x 1440 @ 60 Hz)	
CrossMatch LScan 1000 USB 3.0 (US)	
Cross Match Foot Pedal Adapter	
CAT-5e Networking Patch Cable, Molded, 350mhz, 24AWG, 50u, 10ft Grey	
Livescan Foot Switch Dual Cable	
Livescan Foot Switch	
Livescan Foot Pedal	

Livescan to foot pedal - adapter cable Mugshot Camera Anti-Virus McAfee	
LiveScan Workstation with CrossMatch LScan 1000 Scanner, and Printer	Qty
HP Elite Desktop 800 G5 6 core i5 16G RAM 512SSD HP Pavilion 27q Monitor QHD (2560 x 1440 @ 60 Hz) CrossMatch LScan 1000 USB 3.0 (US) Cross Match Foot Pedal Adapter CAT-5e Networking Patch Cable, Molded, 350mhz, 24AWG, 50u, 10ft Grey Livescan Foot Switch Dual Cable Livescan Foot Switch Livescan Foot Pedal Livescan to foot pedal - adapter cable Lexmark MS821dn Duplex Laser Printer-B/W Anti-Virus McAfee	4
LiveScan Workstation with CrossMatch LScan 1000 Scanner	Qty
HP Elite Desktop 800 G5 6 core i5 16G RAM 512SSD HP Pavilion 27q Monitor QHD (2560 x 1440 @ 60 Hz) CrossMatch LScan 1000 USB 3.0 (US) Cross Match Foot Pedal Adapter CAT-5e Networking Patch Cable, Molded, 350mhz, 24AWG, 50u, 10ft Grey Livescan Foot Switch Dual Cable Livescan Foot Switch Livescan Foot Pedal Livescan to foot pedal - adapter cable Anti-Virus McAfee	2

LiveScan Laptop with CS500e scanner	Qty
HP EliteBook 850 G5 Notebook PC Intel® Core™ i5-8250U with Intel® HD Graphics 620 (1.6 GHz base frequency, up to 3.4 GHz with Intel® Turbo Boost Technology, 6 MB cache, 4 cores) 16 GB DDR4-2400 SDRAM 500 GB Opal2 Self Encrypting (SED) SSD CS-500e - Livescan Fingerprint Device CAT-5e Networking Patch Cable, Molded, 350mhz, 24AWG, 50u, 10ft Grey Foot Pedal Livescan Foot Switch Dual Cable Livescan Foot Switch\ Anti-Virus McAfee	1
LiveScan Workstation with CrossMatch LScan 1000 Scanner, Mugshot, Printer (Fixed Cabinet)	Qty
HP Elite Desktop 800 G5 6 core i5 16G RAM 512SSD	1

CrossMatch LScan 1000 USB 3.0 (US) 3M MP3541/42 Dual Lock Strips - 1 x 15', Black Cross Match Foot Pedal Adapter CAT-5e Networking Patch Cable, Molded, 350mhz, 24AWG, 50u, 10ft Grey Standard Cogent Livescan Cabinet 19" Touch Screen Cabinet Monitor APC Back-UPS BE850M2 - UPS - 450 Watt - 850 VA Mugshot Camera Lexmark MS821dn Duplex Laser Printer-B/W Anti-Virus McAfee	
LiveScan (Decedent scan) Laptop with FAP 50 Scanner FBI Certified, Printer	Qty
HP EliteBook 850 G5 Notebook PC Intel® Core™ i5-8250U with Intel® HD Graphics 620 (1.6 GHz base frequency, up to 3.4 GHz with Intel® Turbo Boost Technology, 6 MB cache, 4 cores) 16 GB DDR4-2400 SDRAM 500G SSD CAT-5e Networking Patch Cable, Molded, 350mhz, 24AWG, 50u, 10ft Grey FAP 50 scanner (portable) Lexmark MS821dn Duplex Laser Printer-B/W Anti-Virus McAfee	1
LiveScan/Child ID Laptop with CS500e scanner	Qty
HP EliteBook 850 G5 Notebook PC Intel® Core™ i5-8250U with Intel® HD Graphics 620 (1.6 GHz base frequency, up to 3.4 GHz with Intel® Turbo Boost Technology, 6 MB cache, 4 cores) 16 GB DDR4-2400 SDRAM 500 GB Opal2 Self Encrypting (SED) SSD CS-500e - Livescan Fingerprint Device CAT-5e Networking Patch Cable, Molded, 350mhz, 24AWG, 50u, 10ft Grey Foot Pedal Livescan Foot Switch Dual Cable Livescan Foot Switch\ Anti-Virus McAfee Logitech C920S Webcam	1
Child ID Laptop with CS500e scanner & Webcam	Qty
HP EliteBook 850 G5 Notebook PC Intel® Core™ i5-8250U with Intel® HD Graphics 620 (1.6 GHz base frequency, up to 3.4 GHz with Intel® Turbo Boost Technology, 6 MB cache, 4 cores) 16 GB DDR4-2400 SDRAM 500 GB Opal2 Self Encrypting (SED) SSD CS-500e - Livescan Fingerprint Device CAT-5e Networking Patch Cable, Molded, 350mhz, 24AWG, 50u, 10ft Grey	1

Foot Pedal	
Livescan Foot Switch Dual Cable	
Livescan Foot Switch\	
Anti-Virus McAfee	
Logitech C920S Webcam	
Web ID Laptop CSD scanner & Webcam	Qty
HP EliteBook 850 G5 Notebook PC Intel® Core™ i5-8250U with Intel® HD Graphics 620 (1.6 GHz base frequency, up to 3.4 GHz with Intel® Turbo Boost Technology, 6 MB cache, 4 cores) 16 GB DDR4-2400 SDRAM 500 GB Opal2 Self Encrypting (SED) SSD CSD 450 Scanner or equivalent	4

Figure 3: Bill of Materials – Client

2.4. Bill of Materials – MobileID Solution

Figure 4 – MobileID Device and Mobile Device Management Solution

MobileID Solution & Mobile Device Management	Qty
CredenceTWO-R Mobile Device and Software CredenceTWO-R Carrying Case Mobile Device Management Client License	15

Figure 4: Bill of Materials – MobileID Solution

2.5. Exclusion

This project does not include new hardware/software features and functionalities unless described in this SOW.

Exclusions:

- New SAN Appliance
- 4 CABIS Client Workstations
- CABIS 7.x Software

2.6. System Performance Requirements

2.6.1. Response Times

Figure 5 - Represents the Sonoma County CABIS response time performance levels for the transaction types listed, meeting Sonoma County's requirements. Response time is calculated from receipt of the request at the Software Matching Subsystem to Matching Subsystem response generation.

Search Type	Sonoma County's Required Maximum Response Time
Tenprint to Tenprint (TP:TP)	6 seconds
Tenprint to Unsolved Finger Latent (TP:UL)	60 seconds
Palm Print to Unsolved Palm Latent (PP:PL)	120 seconds

Search Type	Sonoma County's Required Maximum Response Time
Finger Latent to Tenprint (LT:TP)	40 seconds
Finger Latent to Unsolved Finger Latent (LT:UL)	30 seconds
Palm Latent to Palm Print (PL:PP)	360 seconds
Palm Latent to Unsolved Palm Latent (PL:PL)	60 seconds

Figure 5: Sonoma County CABIS Response Times

Figure 6 - Represents the Sonoma County MobileID response time performance level.

Search Type	Sonoma County's Required Maximum Response Time
MobileID	60 seconds

Figure 6: MobileID Response Times

2.6.2. Throughput

Figure 6 - Presents the Sonoma County current CABIS throughput workload performance levels for the transaction types listed, meeting or exceeding Sonoma County's requirements.

Search Type	Sonoma County's Daily Throughput
2 Finger to Tenprint (2F:TP)	50/hour
Tenprint to Tenprint (TP:TP)	25/hour
Tenprint to Unsolved Finger Latent (TP:UL)	25/hour
Palm Print to Unsolved Palm Latent (PP:PL)	25/hour
Finger Latent to Tenprint (LT:TP)	4/hour
Finger Latent to Unsolved Finger Latent (LT:UL)	4/hour
Palm Latent to Palm Print (PL:PP)	4/hour
Facial	25/hour
Palm Latent to Palm Palm Latent (PL:PL)	4/hour

Figure 6: Sonoma County CABIS Throughput

2.6.3. Database Capacity

The Sonoma County CABIS solution will include a highly-reliable configuration to store and maintain Tenprint, Palmprint, Finger Latent, and Palm Latent databases. The new solution will support the required Year-5 capacity as extrapolated from the previous 5-year growth. And is expandable over the life of the system to grow with Sonoma County's evolving needs.

The new system will store a total of N+1 records for each subject in the database (as per the current system). The number N represents the number of individual records per unique subject in addition to the composite record (1 record containing the best fingerprint images from the N records).

Figure 7 - Database Capacity maybe sized to support current and future business requirements

Record Type	Number of Records – Current/5 year
Tenprint	96,961/200,000
Palm Prints	96,947/600,00
Finger Latent	254/4000
Palm Latent	44/1000
Facial Images	400,000/800,000
Finger Rolled and Flats	1,500,000

Figure 7: Sonoma County CABIS Database Capacity

The delivered baseline system has been sized to handle the projected Year-5 Workload Volume of each type of identification transaction as specified in Figure 5 (below), capable of handling peak workload volumes for up to 4 consecutive hours in any 24-hour period without degradation of performance ('Peak' hourly workload is defined as three times the average workload).

2.6.4. Availability

Figure 8 - The Sonoma County CABIS solution availability.

	Definition
	<p>Gemalto Cogent CABIS system availability is supported by:</p> <ul style="list-style-type: none"> • Up to 24 x 7 x 365 tech support (refer to your active maintenance agreement) • Dual power supplies • Redundant Disk: RAID 1 or RAID 5 internal disks or SAN solution • Reliability of trusted enterprise level hardware. Some downtime is expected for maintenance and upgrades.

Figure 8: CABIS System Availability

2.7. Type of Transactions (TOT)

Sonoma County TOT(s): REG+Photo, CRM, IDN, MUG (custom), APP, DCD (DEK, DEU), and DNS (July 2020).

2.8. Interfaces

Gemalto Cogent CABIS solution is capable of integrating with external systems that follow the industry standards. Each interface will be individually evaluated, and quoted through Gemalto Cogent change order process. The CABIS system implementation provides the capability of formatting and communicating (transmitting and receiving) fingerprint/palm print records and latent image and minutia records in accordance with the latest version of the following industry standards:

- Generic Interfaces
 - ANSI/NIST-ITL-2011 standards
 - FBI Electronic Biometric Transmission Specification (EBTS), including Appendix F Image Quality Specifications
- Pre-defined Interfaces
 - FBI NGI
- Custom Interface RMS/JMS
 - Jail Management - IJS

2.8.1. Interfaces with External System

Gemalto Cogent will continue to support and maintain the following interfaces (assuming no ICD changes): *In the event of an ICD change, a change order may be required. ICD (Interface Control Document).*

The following interface will be supported:

- LS integration with Sonoma County JMS: IJS via Web Services.
 - Subject to co-development as agreed by Gemalto Cogent and Sonoma County

3. Roles and Responsibilities

3.1. Gemalto Cogent Roles and Responsibilities

Figure 9 - Describes Gemalto Cogent responsibilities.

Role	Responsibility
Service Contract Project Manager	<ul style="list-style-type: none"> • Plans, budgets, oversees and records execution of the specific project • Development and maintenance of a detailed project plan • Ensures adequacy of resources and conformance to the project schedule • Single point of contact for all assigned Gemalto Cogent team members • Management of all project activities • Coordination and communication with CUSTOMER staff and CUSTOMER's Project Manager
Integration Lead	<ul style="list-style-type: none"> • Leads development and delivery of ABIS technical solution

Role	Responsibility
	<ul style="list-style-type: none"> Communicate as liaison between technical and non-technical stakeholders
Developer / Engineer	<ul style="list-style-type: none"> Software Development and Feature Implementation
Validation Engineer	<ul style="list-style-type: none"> Verifies/validates how well the work products conform to project requirements Assesses how well the project conforms to organizational standards and procedures
Trainer	<ul style="list-style-type: none"> End-user training and Train-The-Trainers
Technical Writer	<ul style="list-style-type: none"> Creates custom user guides

Figure 9: Gemalto Cogent Roles and Responsibilities

3.2. Customer Roles and Responsibilities

Figure 10 - This section describes Sonoma County's roles and responsibilities.

Role	Responsibility
Project Manager	<ul style="list-style-type: none"> Plans, budgets, oversees and records all aspects of the specific project Assures adequacy of resources and conformance to the project schedule Acts as a single source of obtaining approvals on behalf of Sonoma County
IT Lead	<ul style="list-style-type: none"> Manages, implements, and maintains the customer's technology infrastructure
User	<ul style="list-style-type: none"> Uses the product

Figure 10: Sonoma County Roles and Responsibilities

3.3. Security and Administrative Responsibilities

CABIS security compliance is ultimately the responsibility of Sonoma County. Up on request, Gemalto Cogent can offer its industry expertise to review and implement security best practices aligned with Gemalto Cogent and Criminal Justice Information Services (CJIS).

Figure 11 - Sonoma County and Gemalto Cogent Responsibilities.

Task	Responsible Party
Authentication /Central System Policies (Kerberos Realm and Active Directory	<ul style="list-style-type: none"> Sonoma County
PKI (Secure Communication)	<ul style="list-style-type: none"> Sonoma County

Task	Responsible Party
Antivirus	<ul style="list-style-type: none"> Gemalto Cogent
SIEM	<ul style="list-style-type: none"> Sonoma County - Network Security Information and Event Management
Vulnerability Scanner	<ul style="list-style-type: none"> Sonoma County will perform on an annual basis
Key Management System	<ul style="list-style-type: none"> Gemalto Cogent
Email Alert Relay	<ul style="list-style-type: none"> Provided by Sonoma County
Backup Solution	<ul style="list-style-type: none"> Gemalto Cogent will maintain and perform backup remotely (remote access) Sonoma County will maintain and safe keep backup media.
Patch Management	<ul style="list-style-type: none"> Sonoma County – performed periodically as shared responsibility – must be coordinated with Gemalto Cogent Support and Maintenance
Network Security / Unified Threat Management	<ul style="list-style-type: none"> Sonoma County
UPS Power Backup	<ul style="list-style-type: none"> Sonoma County
Physical Security	<ul style="list-style-type: none"> Sonoma County
CJIS Security Policy https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center	<ul style="list-style-type: none"> Sonoma County is responsible for maintaining CJIS compliance. Gemalto Cogent will provide security guidance as needed basis.

Figure 11: Sonoma County and Gemalto Cogent Responsibilities

4. Location of Work

The production system will be prepared, staged and tested at the Gemalto Cogent office located in Pasadena, CA. All solutions will be delivered and deployed at Sonoma County's respective locations.

5. Period of Performance

The period of performance can be impacted by network and infrastructure resources. Upon receipt of a PO, and signed a contract based SOW, we will schedule the project execution during the next available timeslot. This is our best estimate given our existing resource availability, which may change depending on when the contract is signed or other customer commitments.

Start Date: To be discussed and finalized at contract signing

End Date: To be discussed and finalized at contract signing

6. Deliverables Schedule

The schedule below is the intended schedule based on similar past projects and estimated resource availability. This schedule is subject to change based on the final Statement of work and actual resources available at the time of contract signing.

Preliminary estimate based on existing resource availability and customer commitments and is subject to **change** prior to project planning.

Figure 12 - Phase 1 Deliverable Schedule LiveScan5 **(estimated)**

Task	Due Date (Business Days) ~
Date of executed contract & purchase order received (R)	R+0 Days
Gemalto Cogent (Gemalto) provides estimated start date (T)	R+10 Days
Official start date	T+00 Days
Provide requirements traceability matrix (RTM)	T+21 Days
Client approved requirements traceability matrix (RTM)	T+25 Days
Provide a design document	T+30 Days
Hardware purchase	T+40 Days
Hardware integration	T+60 Days
Provide Acceptance Test Procedure(ATP) to Client	T+45 Days
Hardware shipped to customer site	T+100 Days
Start installation, configuration	T+110 Days
Quality Assurance (QA)	T+120 Days
Acceptance Test Commencement	T+130 Days
Acceptance Test Completed	T+140 Days

Figure 12: High-Level Implementation Schedule Phase 1

Figure 13 - Phase 2 Deliverable Schedule – CABIS Hardware Refresh **(estimated)**

Task	Due Date (Business Days) ~
Date of executed contract & purchase order received (R)	R+0 Days
Gemalto Cogent (Gemalto) provides estimated start date (T)	R+10 Days
Official start date	T+00 Days

Task	Due Date (Business Days) ~
Provide requirements traceability matrix (RTM)	T+21 Days
Client approved requirements traceability matrix (RTM)	T+25 Days
Provide a design document	T+30 Days
Client approves design document	T+40 Days
Hardware purchase	T+50 Days
Hardware integration	T+55 Days
Provide Acceptance Test Procedure(ATP) to Client	T+60 Days
Client approves Acceptance Test Procedure (ATP)	T+65 days
Software development and configuration	T+35 Days
Software validation	T+160 Days
Hardware shipped to customer site	T+165 Days
Start installation, configuration	T+170 Days
Data migration	T+190 Days
Quality Assurance (QA)	T+200 Days
Acceptance Test Commencement	T+220 Days
Acceptance Test Completed	T+230 Days

Figure 13: High-Level Implementation Schedule Phase 2

6.1 System Training

- LiveScan5 Training
 - Sonoma County is responsible for providing the training location/facility.
 - Additional training will be based on time, travel and material cost basis.

7. Scheduling Process

Once all required pre-project documentation is completed (i.e., executed agreement, statement of work, purchase order, etc.), the project material will be shared with the appropriate staff as applicable to their job functions within 7 days of completed pre-project documentation. Following an internal project review, an internal kickoff meeting will be scheduled to discuss project resourcing, planning and implementation timeline.

Once the internal resourcing and planning process has been completed, Gemalto Cogent assigned Project Manager will reach out to the Sonoma County prior to the start date to schedule the initial kick-off meeting. Following the kickoff meeting with Sonoma County, and incorporating any additional information from the customer kickoff meeting. The scheduled project completion date will be finalized.

8. Additional Requirements

There are no additional requirements at this time.

8.1.1. Support Personnel

Please refer to your latest maintenance agreement with Gemalto Cogent.

8.2. Payment Milestone Schedule

Phase 1: LiveScan5/Web ID/Child ID

The payment milestones and criteria are listed here.

20% Start Date

40% Hardware Delivery / Installation

40% Training, go Live, Acceptance

Phase 2: CABIS Hardware Refresh, Virtualization, MobileID, Mobile Device Management

20% Start Date

40% Hardware Delivery

40% Training, go Live, Acceptance

9. Customer Responsibilities and Expectations

This section provides a clear understanding of the responsibilities of the Sonoma County as well as Gemalto Cogent expectations for the Sonoma County.

- Sonoma IT staff is responsible for wiping disks and decommission any media that contains PII.

9.1. Customer-Provided Hardware and Software

CUSTOMER will be responsible for the network, security, physical security and access, and any and all infrastructure components, not specifically mentioned in this document or Gemalto Cogent provided BOM such as the following (but not limited to):

- Infrastructure:
 - Rack space
 - Available power outlets
 - A/C
 - Physical facility access
 - Cable management
- Network:
 - Network switches/routers/firewall
 - Remote access and support

- Data encryption for data at rest and data in motion
 - If Sonoma County is CJIS complaint, then it may be exempt from this requirement
- Password protection consideration and best practices
 - Sonoma County will manage password administration via a tool similar to UGM
 - User Account Manager (UAM) will be used instead of User Group Manager UGM
 - Sonoma County techs may administer changes and enforce password complexity for CABIS related applications governed by UAM.
- Server Security Certificates
 - Sonoma County to provided Server Security Certificate as needed basis
 - The certificate owner in which case Sonoma County needs to source the security certificate

10. Terms and Acceptance

This Statement of Work, "the SOW", is made and entered into as of the date on the SOW Signature page by and between Gemalto Cogent and Sonoma County, the "Customer" and will be signed contemporaneously with the Agreement to which it is attached.

Services and Deliverables

Gemalto Cogent shall provide to Customer, on a non-exclusive basis, such services and deliverables as are set forth in this SOW signed by all parties.

Change Orders

All Change Orders to the SOW and acceptance or rejection of such Change Orders, shall be in writing pursuant to the following procedure.

Upon Sonoma County submission of a Change Order, Gemalto Cogent will promptly review and advise the Customer of the impact on cost and delivery schedule and will provide such additional information as will permit Customer to determine the reasonableness of the cost and delivery schedule impact. Customer and Gemalto Cogent will, in good faith, negotiate reasonable cost and delivery terms. Gemalto Cogent will promptly proceed with the Change Order upon written agreement of such terms in the Change Order.

11. Total Cost

Figure 14 – Total Cost.

Item	Cost (\$)
CABIS Hardware Refresh and Virtualization, and PMA7 upgrade cost	TBD
Sonoma County Pre-Payment	TBD
MobileID and Mobile Device Management	TBD
Balance Due	TBD

Figure 14: Total Cost

SIGNATURES ON THE FOLLOWING PAGE

12. Signatures

IN WITNESS THEREOF, the parties hereto have executed or approved this SOW on the dates below their signatures.

Gemalto Cogent



Signature

Robert Cimperman

Printed Name

VP Sales NORAM

Title

6/3/2020

Date

Sonoma County

Signature

Printed Name

Title

Date

EXHIBIT B
Pricing Schedule

Sonoma County Refresh Pricing 4/15/2020	
<u>Livescan Systems and Web ID Refresh (Phase 1)</u>	
Livescan & Workstation Hardware Specified in SOW/BOM	\$357,756.25
Strategic Discount	-\$66,548.50
Livescan Software CA DOJ Baseline	\$48,606.25
Labor and Services	\$109,486.25
Software Engineering - Sonoma Specific	
QA Testing	
Installation & Training	
Project Management	
Shipping	
Sub-total	\$449,300.25
Tax on Hardware 9%	\$26,208.70
Total with Tax	\$475,508.95
<u>AFIS Server Refresh and Virtualization (Phase 2)</u>	
AFIS Server Hardware - Specified in SOW/BOM	\$56,839.66
PMAs, Production, DB, Backup	
AFIS Related Software	\$46,522.78
Oracle, VMware, Veam, McAfee	
Labor and Services	\$353,027.26
Software Engineering	
QA Testing	
Installation & Training	
Project Management	
Shipping	
Mobile ID	
CredenceTwo-R Mobile Fingerprint Units (15)	\$ 24,750.00
Software (MDM)	\$ 19,890.00
Labor and Services	\$ 29,580.00
Mobile System Configuration, Testing & Training	
Strategic Discount	-\$10,609.69
Sub-total	\$520,000.01
Tax on Hardware 9%	\$7,343.07
Total with Tax	\$527,343.08
Total of Two Phases	\$1,002,852.03

Exhibit C
Insurance Requirements
(Template #7-Modified)

Contractor shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by County. Any requirement for Contractor to maintain insurance after completion of the Work shall survive this Agreement.

County reserves the right to review any and all of the required insurance endorsements, but has no obligation to do so. County's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or County's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be satisfied by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. Contractor is responsible for any deductible or self-insured retention.
- c. Insurance shall be continued for one (1) year after completion of the Work.

- d. County of Sonoma shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. The foregoing shall continue to be additional insureds for one (1) year after completion of the Work under this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall be endorsed to include a written waiver of the insurer’s right to subrogate against County.
- h. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.
- i. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Contractor is responsible for any deductible or self-insured retention.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

4. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M.

Best's rating of at least A:VII.

6. Documentation

- a. The Certificate of Insurance must include the following reference: Fingerprint Identification Equipment and Software Upgrade.
- b. Contractor shall submit all required Evidence of Insurance prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County as specified in Sections 1 – 3 above.

The name and address for Additional Insured endorsements and Certificates of Insurance is:

**Sonoma County Sheriff's Office
2796 Ventura Avenue
Santa Rosa, CA 95403**

- c. Contractor shall submit required Evidence of Insurance for any renewal or replacement of a policy that already exists, within ten (10) days of renewal or replacement of the existing policy.

7. Contractor shall provide written notice if any of the required insurance policies are terminated and not replaced with another policy within ten (10) days of termination of the original policy.

8. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

9. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

