



MARCUS DAWAL  
Chief Probation Officer

## ALAMEDA COUNTY PROBATION DEPARTMENT

P.O. Box 2059  
1111 Jackson Street  
Oakland, CA 94604-2059

July 18, 2024

Honorable Board of Supervisors  
County of Alameda  
1221 Oak Street, Suite 536  
Oakland, California 94612

Dear Board Members:

**SUBJECT: APPROVE A STANDARD SERVICES AGREEMENT WITH THALES DIS USA, INC. TO PROVIDE LIVE SCAN SYSTEM UPGRADE AND PROFESSIONAL SERVICES; PROCUREMENT CONTRACT NO. 27122; AMOUNT: \$67,622**

### **RECOMMENDATION:**

Approve a Standard Service Agreement (Procurement Contract No. 27122) with Thales DIS USA, Inc. (Principal: Antonio Lo Brutto; Location: Austin, Texas) to provide biometric fingerprint and palm print identification hardware, software live scan system upgrade and professional services for the period of 8/1/2024 – 7/31/2025 in the amount of \$67,622.

### **DISCUSSION/SUMMARY:**

The importance of maintaining workplace safety and integrity is continuously recognized and demonstrated by Alameda County Probation Department (ACPD). ACPD ensures that all individuals hired for employment are fingerprinted for the inquiry into the applicant's full criminal history. Criminal background checks are necessary for the assurance of a safe and secure work environment for all employees, clients, and contractors.

The statutory authority for fingerprinting is through Civil Service Commission Rule, Section 1324, which states that the Commission may require candidates in an examination be fingerprinted at any stage of the examination process. Moreover, in pursuant to the Prison Rape Elimination Act, section 115.317, ACPD must perform criminal background records check and Child Abuse Central Index (CACI) check on all applicants, contractors, interns, and volunteers, who may have contact with residents at juvenile facilities, prior to their employment or recruitment for services.

Thales DIS USA, Inc.'s. (Thales) proprietary Cogent LiveScan system has proven to be effective and has been widely used within the county for fingerprinting needs. Since 2006, ACPD has been utilizing the Cogent LiveScan system to capture fingerprints electronically for transmitting data and related applicant information to the State's Department of Justice (DOJ) for fingerprint-based

background checks, which include state and federal level criminal background checks, CACI check, and Firearm Records checks for sworn employees. Over the years, the Thales system has strongly aided ACPD's fingerprinting process by delivering high-quality fingerprint images and efficient data transmission to avoid possible delays in the background check process.

In 2016, ACPD replaced the outdated model of the LiveScan software and equipment with the LiveScan 4 system for upgraded functionalities to meet DOJ requirements. As of date, the current live scan machines have reached the end of useful life, and therefore ACPD intends to purchase two FBI-certified LiveScan Desktop Civil/Applicant systems with print scanner, corresponding LiveScan 5 software, and professional services provided by Thales. The latest LiveScan system and software offer intuitive capture process, multi-modal image capture of finger and palm prints, and optimized interfaces and usability.

This contract will assist ACPD in maintaining uninterrupted fingerprinting processing for necessary criminal background record checks and will further optimize the current live scan workflow to achieve best fingerprint acquisition and process live scan transactions to DOJ efficiently.

**SELECTION CRITERIA/PROCESS:**

*ACPD has determined that Alameda County does not currently have the resources to provide fingerprinting systems and maintenance services. Thales is the proprietor of the Cogent LiveScan System. No other vendor can provide upgrades, maintenance, and support services for Thales's systems and hardware.*

*On June 7, 2024, General Services Agency (GSA) – Procurement approved Sole Source No. 10083 and issued a Finding Memo of Non-Competition for Thales with an expiration of 6/30/2027. Subsequently, the SLEB requirements have been waived by the GSA – Office of Acquisition Policy (SLEB Waiver No. 9601, expiration: 6/30/2027).*

**FINANCING:**

Funding for this contract is included in ACPD's FY 2024–25 approved budget. No additional appropriation is required and there will be no increase in net County costs.

**VISION 2026 GOAL:**

The upgraded live scan systems for background checks meets the County's 10X goal pathways of a **Crime Free County** in support of the County's shared visions of a **Safe & Livable Communities**.

Respectfully submitted,



Brian K. Ford  
Acting Chief Probation Officer

BF:ns:yc



**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of August 6, 2024, is by and between the County of Alameda, hereinafter referred to as the "County", and Thales DIS USA, Inc., hereinafter referred to as the "Contractor".

**WITNESSETH**

Whereas, County desires to obtain biometric fingerprint and palm print identification hardware, software (LiveScan 5), and related professional services which are more fully described in Exhibit A hereto ("Definition of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide biometric fingerprint and palm print identification hardware, software (LiveScan 5), and related professional services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Statement of Work
- Exhibit A-1 Attachment
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from August 1, 2024 through July 31, 2025.

The compensation payable to Contractor hereunder shall not exceed Sixty-Seven Thousand, Six Hundred and Twenty-Two dollars (\$67,622) for the term of this Agreement. The County neither warrants nor guarantees any minimum compensation to the Contractor under this Agreement. Payment to Contractor shall be based on actual services performed on behalf of the County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

THALES DIS USA, INC.

By: *Nate Miley*  
Signature

By: *Antonio Lo Brutto*  
Signature

Name: **NATE MILEY**  
(Printed)

Name: Antonio Lo Brutto  
(Printed)

Title: President of the Board of Supervisors

Title: Vice President

Date: 8/13/2024

Date: 7/23/2024

Approved as to Form:  
Donna R. Ziegler, County Counsel

By: *K. Joon Oh* 7/23/2024  
K. Joon Oh, Deputy County Counsel

By signing above, the signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement



## GENERAL TERMS AND CONDITIONS

- 1. INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

- 2. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively

“Liabilities”) except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits. **[SEE ADDITIONAL PROVISIONS]**

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees’ Retirement Association (ACERA) or California Public Employees’ Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor’s available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor’s insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor’s excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County’s own insurance policy or self-insurance shall be called upon to protect it as a named insured. **[SEE ADDITIONAL PROVISIONS]**
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS’ COMPENSATION:** Contractor shall provide Workers’ Compensation insurance, as applicable, at Contractor’s own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers’ Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, or penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

**7. DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

**8. PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials. **[SEE ADDITIONAL PROVISIONS]**

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any



other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

- 13. NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day. Addresses for purpose of giving notice are as follows:

To County: **ALAMEDA COUNTY PROBATION DEPARTMENT**  
1111 Jackson Street, 7th floor  
Oakland, CA 94607  
Attn: Yingmin Chen

To Contractor: **THALES DIS USA, INC.**  
9442 Capital of Texas Highway  
Plaza II, Suite 400  
Austin, TX 78759  
Attn: Brian Yeager

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
  - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
  - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
  - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
  - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's

employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

- 17. AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later. **[SEE ADDITIONAL PROVISIONS]**

- 18. DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
- 19. TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

**20. TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Live Scan System Upgrade and Applicant Processing Services shall not exceed \$67,622 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

**21. SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:**

SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Contractor is approved by County to participate in contract without SLEB participation. As a result, there is no requirement to be certified or subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. The approval is based on: *SLEB Waiver No. 9601, which expires on 6/30/2027.*

**However, if circumstances or the terms of the contract should change,** Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance & Reporting (OCCR).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation web-based compliance system (see Exhibit E).

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCCR via e-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

- 29. ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
- 30. SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph shall confer no rights on any party and shall be null and void.
  - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
  - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
  - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
- 31. SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
- 32. SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
- 33. PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively,

“Losses”) arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

- a. If Contractor is obligated to defend County pursuant to this Paragraph 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding. **[SEE ADDITIONAL PROVISIONS]**
- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
- c. Notwithstanding this Paragraph 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

**34. OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency. **[SEE ADDITIONAL PROVISIONS]**

**35. EXTENSION:** This agreement may be extended for an additional two year by mutual agreement of the County and the Contractor. **[SEE ADDITIONAL PROVISIONS]**

**36. SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]



## ADDITIONAL PROVISIONS

Revisions to the General Terms and Conditions of this Agreement are hereby noted below.

**Section 2, INDEMNIFICATION**, is modified and replaced by the following:

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, and employees from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to reasonable attorneys' fees, to the extent directly arising out of or directly resulting from the Contractor's performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, death, or injury to or destruction of tangible property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which directly arises out of Contractor's performance of this Agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

**Section 3, INSURANCE AND BOND**, is modified and replaced by the following:

Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured on Contractor's General Liability and Automobile Liability policies, but not on its Cyber, Professional Liability or Workers Compensation policies. Any insurance limitations are independent of and shall not limit the Section 2 Indemnification provision of this Agreement, which cover bodily injury, death, and injury to or destruction of tangible property. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

**Section 11, OWNERSHIP OF DOCUMENTS**, is modified and replaced by the following:



Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit A, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection.

**Section 17, AUDITS; ACCESS TO RECORDS**, is modified and replaced by the following:

During the term of the Agreement and for one year after the Agreement's termination or expiration, the Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any documents directly supporting charges invoiced to the County by Contractor under the Agreement.

**Section 33, PATENT AND COPYRIGHT INDEMNITY**, subsection (a) is deleted in its entirety.

**Section 34, OTHER AGENCIES**, is deleted in its entirety.

**Section 35, EXTENSION**, is deleted in its entirety.

The following additional items will be added to the end of the General Terms and Conditions:

**37. WARRANTIES:**

- a. Contractor hereby represents and warrants to County that:
  - i. Each piece of new Hardware will be free from defects in materials and workmanship under normal use for a period of one (1) year, from the Acceptance Date; and
  - ii. the Licensed Software will substantially operate in accordance with the specifications set forth in this Agreement and Documentation for a period of one (1) year from the Acceptance Date.
- b. Start date
  - i. The warranty period starts the first date of system productive use. System productive use is defined as the date the system is first being used by County for operational purposes.
- c. Disclaimer

THE WARRANTIES IN THIS SECTION ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, AND THALES 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, TITLE, AND NONINFRINGEMENT AND ALL WARRANTIES THAT MAY

ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Thales does not warrant that the Thales system will operate in combination with hardware, software, systems or data not provided by Thales or that the operation of Thales systems, devices, or software, or third-party software will be uninterrupted or error-free. ALL EVALUATION, "BETA," AND PRE-PRODUCTION RELEASES OF EQUIPMENT OR SOFTWARE PROVIDED BY THALES 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.

d. Exclusive Remedies

County must report to Thales, pursuant to the notice provision of this Agreement, any breach of the warranties contained in this Section during the relevant warranty period. County's sole and exclusive remedies, and Thales's entire liability, will be:

- i. for a breach of the warranty in Section 37(a)(i), the repair of the defect that caused the breach of warranty or, if Thales is unable to repair the hardware so that it will operate as warranted, the replacement of the defective hardware; and
- ii. for a breach of the warranty in Section 37(a)(ii), provision of an error correction to remedy the error that caused the breach of warranty or, if Thales is unable to provide an error correction that will allow the software to operate as warranted, County will be entitled to terminate the license of the software and recover the fees paid to Thales for such license.

e. Warranty Claim Process

All requests for warranty services hereunder must be submitted by County's technical contact. 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 Thales. If County requests warranty services hereunder and Thales reasonably determines that there is no failure or that the services are outside the scope of the warranty, County shall pay for Thales's travel expenses and labor for such services at Thales's applicable per call and per man-hour rates then in effect. County shall maintain one or more detailed logs of all system, device, or software 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 Thales to inspect such logs at any time during normal business hours.

## f. Limitations

Thales will have no liability or obligations under this Section if a breach of warranty is attributable in whole or in part to (a)(i) abuse, misuse (including use of a system, device, or software for purposes other than those for which it was designed), alteration, relocation, neglect, accidental damage, or unauthorized repair, modification or installation of a system, device, or software, (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 Thales or (b) County fails to comply with above Warranty Claim Process. Replacement or repair of a system, device, or software does not extend its warranty period beyond the original warranty expiration date.

**38. SOFTWARE LIMITED LICENSE:**

- a. Subject to County's compliance with the terms and conditions of this Agreement, Thales agrees to grant and hereby grants to County a non-exclusive, non-transferable license (without the right to sublicense):
- i. to use the software provided by Contractor solely for County's own business operations, solely at the installation site and on the hardware on which the 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, the Quotation, the Change Request, and the documentation; and
  - ii. to use the documentation provided with the software in support of County's authorized use of the software; and
  - iii. to make one copy of the software solely for archival or backup purposes, provided that all titles and trademark, copyright and restricted rights notices are reproduced on all such copies.
- b. Restrictions

County will not copy or use the software (including the documentation) except as expressly permitted by this Agreement. County will not modify the software, except to the extent expressly approved in advance by Thales in writing. County may not relicense, sublicense, sell, lend, give, transfer, assign, rent or lease the software or use the software for third-party training, commercial time-sharing or service bureau use. County will not, and will not permit any third party to, reverse engineer, disassemble or decompile any software, except to the extent expressly permitted by applicable law, and then only after (i) County has notified Thales in writing of its intended activities and the information sought and (ii)

Thales fails to provide County with such information within a reasonable period of time following such notice. County will not remove, obscure, or alter any notice of patent, copyright, restricted rights, trade secret, trademark, or other proprietary right related to the software. County hereby acknowledges and agrees that all software is licensed and not sold to County.

c. Transfer

If the hardware purchased hereunder is sold or assigned to a third party, County will remove all Thales software and third party software from such hardware prior to delivery to the third party. Thales may grant the new owner or assignee a license to the relevant software, provided that the new owner or assignee agrees to Thales's then-current software license terms and conditions (including Thales's then-current fees) and such other terms as Thales may reasonably require.

d. Verification

At Thales's written request, and not more frequently than is reasonable under the circumstances, (a) County will verify in writing that the Thales software and third-party software are being used pursuant to the provisions of this Agreement, and (b) Thales may audit County's use of the Thales software and third party software electronically or at County's facilities. Any such audit at County's facilities will be conducted during regular business hours and no audit will unreasonably interfere with County's business activities.

39. **OWNERSHIP:** Thales will retain all rights, title and interest in and to the intellectual property rights in the Thales systems, devices, and software and any derivative works thereof, subject only to the limited license granted as set forth herein. Third party software and any derivative works thereof will remain the property of the respective third party vendor, subject to the limited license such vendor may grant to County in conjunction with County's license of third party software pursuant to the quotation and this Agreement. County does not acquire any other rights, express or implied, in the Thales systems, devices, or software, or third-party software.
40. **LIMITATION ON LIABILITY:** Except to the extent prohibited by applicable law, in no event will Thales 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 Thales has been advised of the possibility of such damages or if such damages are foreseeable. Further, except to the extent prohibited by applicable law, or as otherwise set forth in the Indemnification section of this Agreement, in no event will Thales's cumulative liability for damages arising under or related to the Agreement exceed the amounts paid by Customer to Thales under this Agreement in the twelve (12) month period immediately preceding the claim arising. Thales's pricing reflects this allocation of risk and the limitation of liability specified herein.

41. **ANTICORRUPTION AND INFLUENCE PEDDLING.** County shall comply with applicable national and foreign laws and regulations related to the prevention of risks of corruption and influence peddling. Whether directly or through third parties, County shall not offer or promise any gift or advantage to a person, for himself or for others, with the purpose that this person abuses or because this person would have made illegitimate use of its real or supposed influence in order to obtain distinctions, jobs, contracts or any other favorable decision. County shall not solicit or accept for itself any offer, promise, gift or advantage of any kind, to make illegitimate use of its influence for the purpose of making or obtaining any favorable decision. County declares it has implemented a compliance program that meets the requirements of applicable laws insofar as County is subject to this requirement. Thales reserves the right to perform an integrity assessment of all third parties with whom County intends to enter into or to continue a business relationship with.

Approved as to Form:

DocuSigned by:  
By: *K. Joon Oh* 7/23/2024  
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K. Joon Oh, Deputy County Counsel



## EXHIBIT A

### STATEMENT OF WORK

Contractor shall provide County with two (2) biometric fingerprint LiveScan 5 upgrades (including all related hardware, software, and services) as described in Contractor's Change Request O1 and Quotation Number Q-0002764 and as further described below.

#### 1. LiveScan Hardware and Software Upgrade and Implementation

- A. Contractor must coordinate and collaborate with Alameda County Probation Department (ACPD) to perform LiveScan hardware and software upgrade and implementation. Contractor must assist ACPD in upgrading the department's two LiveScan 4 workstations to LiveScan 5 workstations.
- B. Under ACPD's direction, Contractor must install and configure two LiveScan 5 workstations respectively at ACPD's designated locations: Juvenile Justice Center and Professional Standards Unit.
- C. Contractor must ensure that each LiveScan 5 workstation consists of the following components:
  - (1) Cogent LiveScan 5 Software with Applicant (APP) Type of Transaction (TOT)
  - (2) Desktop HP Engage Flex Pro-C with Windows 10 Operating System (OS)
  - (3) 24" Monitor
  - (4) Thales Multifinger Scanner CS500f
  - (5) Thales Double-Sided ID Card Reader CR5400
  - (6) Antivirus software provided by ACPD
- D. Contractor must continue to provide applicant processing functionality involving APP TOT at two designated locations. Contractor must maintain APP TOT workflow on both LiveScan systems for assurance of smooth processing. ACPD must be able to use the scanner intake method to scan fingerprint images and electronically transmit captured data and corresponding applicant information using the LiveScan system to Department of Justice (DOJ) for full criminal history background check. In addition, the LiveScan systems will submit transactions to the Alameda County Automated Fingerprint Identification System (AFIS).
- E. At the completion of installation, the County will have the opportunity to complete Contractor's acceptance sign-off form.

- F. Should there be any downtime of the LiveScan system during installation, configuration, or testing, Contractor will use commercially reasonable efforts to prevent the system from being inactive for a duration longer than eight (8) hours.

**2. Deployment and Delivery**

- A. Contractor shall assist ACPD with the installation and configuration process for the upgrade of the LiveScan 5 workstations.
- B. Prior to deployment and delivery of equipment, Contractor shall coordinate with ACPD to schedule a mutually agreed date and time. In the event that more than one (1) visit is required for the installation and configuration process, Contractor shall notify ACPD in advance to make further coordination.
- C. Contractor's designated engineers will be escorted to the worksites and will be supervised at all times during the process.

**3. Professional Services and Deliverables**

- A. Contractor must host one (1) four (4)-hour LiveScan 5 training to ACPD for up to eight (8) participants at a location determined by ACPD. Contractor shall coordinate with ACPD to schedule a mutually agreed date and time for the training. Upon confirmation of a schedule, Contractor shall provide ACPD with an agenda for the training.
- B. Contractor will provide ACPD with one year of warranty for the hardware and software. Contractor offers a helpline that is available to ACPD 24 hours a day, seven days a week, 365 days per year.
- C. Contractor must provide LiveScan 5 User Guide and necessary documents as required to guide ACPD operating the system.



EXHIBIT A-1
ATTACHMENT

A. Quotation Number Q-0002764

THALES

THALES DIS USA, Inc.
Identity & Biometric Solutions
North America

Thales DIS USA Inc.
9442 Capital of Texas Highway
Plaza II, Suite 400
Austin, Texas 78759

Quote Number Q-0002764
Quote Name 2024 Civil LS Upgrade
Contact Name
Created Date 5/21/2024
Expiration Date 11/11/2024
Bill To Name Alameda County Probation
Bill To 1111 JACKSON STREET SUITE 805,
Accounts Payable
OAKLAND, California, 94607
United States
Ship To Name Alameda County Juvenile Justice Center
Ship To 2500 Fairmont Drive,
San Leandro, California, Alameda 94578
United States

QUOTATION (USD)

Table with 6 columns: Product Code, Product, Quantity, Line Item Description, Sales Price, Total Price. Rows include LiveScan Desktop w/ 500ppi, LiveScan Software v5.x BO, and Professional Services.

Summary table with 4 columns: Notes to the Customer, Description, Amount, Total. Rows include Subtotal, Tax, Shipping and Handling, and Grand Total.

- Payment Terms: All payments for equipment and services will be made within 30 days following invoice submission.
Accepted forms of payment are (1) Company Check, (2) ACH Electronic Check / Wire Transfer. Please remit to:

(1) Company Check
Thales DIS USA, Inc.
P. O. Box 737580
Dallas, TX 75373-7580

(2) ACH Electronic Check / Wire Transfer
Thales DIS USA, Inc. JPMorgan Chase
New York, NY 10017
ABA #: 021000021
Acct #: 928722369

Prepared By Raffi DIRMANDZHIAN
Email raffi.dirmandzhyan@thalesgroup.com

GENERAL TERMS AND CONDITIONS OF SALE Thales DIS USA, INC.

GENERAL TERMS AND CONDITIONS OF SALE

All information is to be held CONFIDENTIAL between CUSTOMER and Thales DIS USA

THALES GROUP LIMITED DISTRIBUTION - SCOPE



B. Change Request 01

<b>THALES</b>	<b>Reference: LiveScan 5 Upgrade</b>	<b>Release : A01</b>	
	<b>Project: Alameda Juvenile Justice Center</b>	<b>Project code:</b>	<b>Pages : 2</b>

**Change Request 01**

REQUEST DESCRIPTION	
Requester: Raffi Dirmanizhyan	Date of Request: 3/15/2024
Title: LiveScan 5 Upgrade	
Description: (use cases, requirements, defects to be fixed in case of maintenance, deliverables)	
The customer has requested to upgrade two LiveScan 4 workstations and the corresponding peripherals.	
Reference Documents:	

REQUEST ANALYSIS	
Project Leader name: Christopher Hoadley	Date of analysis: 3/30/2024
Analysis / Proposed solution / Impact (Technical performance, usage limitations, turnaround times, tests) :	
<p><b>LiveScan Hardware / Software Upgrade:</b></p> <p>Thales will install and configure the following:</p> <ul style="list-style-type: none"> <li>• Two LiveScan workstations with the following components:                             <ul style="list-style-type: none"> <li>○ LiveScan 5 Software with APP TOT</li> <li>○ Desktop HP Flex Pro-C – Windows 10</li> <li>○ 24" Monitor</li> <li>○ CS500F Scanner</li> <li>○ CR5400 ID reader</li> <li>○ Antivirus software provided by Alameda Juvenile Justice Center</li> </ul> </li> <li>• LiveScan workstations will submit transactions to Alameda County AFIS.</li> </ul> <p><b>Professional Services</b></p> <ul style="list-style-type: none"> <li>• LiveScan 5 User guide</li> <li>• The LiveScan 5 training will be hosted once (4 hours) and at a single designated location by Alameda Juvenile Justice Center for up to 8 participants.</li> <li>• LiveScan 5 Support and Maintenance -1 year included.</li> </ul> <p><b>Please note:</b></p> <ul style="list-style-type: none"> <li>• The customer agrees to provide local or secure remote access to Thales designated engineers for installation, configuration, testing, and training.</li> <li>• Topics not directly discussed in this change request are subject to the standard Thales change order management process</li> </ul> <p><b>Risk analysis (potential risks and impact on the provision, if any):</b>                      LiveScan workstations could go offline for up to 8 hours. The schedule of delivery and the testing phases have dependencies on Alameda Juvenile Justice Center subject matter experts being available during deployment.</p> <p><b>Estimated Workload / Complete Cost:</b>                      Due to current resource availability, the expected duration to implement the changes, test, and promote to production, is seven to eight weeks.</p> <p><b>Impact on the delivery date (or delivery date for product maintenance):</b>                      The delivery date depends on the receipt of the signed CRF with respect to Thales' resources available at that time. Thales will update the change request implementation schedule once we have received the approved and signed CRF. This CRF is valid for one hundred (180) days after being received by the customer.</p>	



**EXHIBIT B**

**PAYMENT TERMS**

1. County will make payment to Contractor within thirty (30) days of County's receipt of the Contractor's invoice, provided that County has signed off on Contractor's acceptance document.

Type	Product Code	Description	Quantity	Unit Price	Total Cost
Equipment	A2852999	LiveScan Desktop with Thales CS500f 10 Print Scan	2	\$4,995	\$9,990
Software	A2852962	LiveScan Software v5	2	\$2,500	\$5,000
Professional Services	A2972796	Development, Configuration, Testing, Deployment, and Installation	1	\$51,608	\$51,608
Subtotal					\$66,598
Sales Tax (10.25%)					\$1,024
<b>Grand Total</b>					<b>\$67,622</b>

2. Invoices will be reviewed for approval by the Alameda County Probation Department.
3. Invoices and supporting documentations must be sent electronically to [probfiscalinvoice@acgov.org](mailto:probfiscalinvoice@acgov.org) and a physical copy to the following address:  
  
**Alameda County Probation Department**  
**1111 Jackson Street, Suite 805**  
**Oakland, CA 94607**  
**Attn: Accounts Payable**
4. Total payment under the terms of this Agreement will not exceed the total amount of \$67,622. This cost includes all taxes and all other charges.



**EXHIBIT C**

**INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements with respect to Contractor's performance of Contractor's obligations under this Agreement. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<b>Professional Liability including Technology Professional Liability (Errors and Omissions) and Cyber Liability</b> Insurance appropriate to the Consultant's profession. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant under this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.  <ul style="list-style-type: none"> <li>a. The Policy shall include, or be endorsed to include, <b>property damage liability coverage</b> for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property" coverage of the Consultant may be endorsed onto the Consultant's Cyber Liability Policy as covered property as follows:</li> <li>b. <b>Cyber Liability coverage</b> in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County that will be in the care, custody, or control of Consultant.</li> </ul> <p>Except for Indemnity obligations under this Agreement for bodily injury, death, and damage to or destruction of tangible property, the Insurance obligations under this agreement shall be —the minimum Insurance requirements shown in this agreement. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.</p>	\$2,000,000 per occurrence \$2,000,000 project aggregate

**E Endorsements and Conditions:**

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement page to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Proof of workers' compensation insurance coverage is not required if contractor provides a signed Workers Compensation Written Declaration of Compliance.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
  - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.
  - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



**EXHIBIT D**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

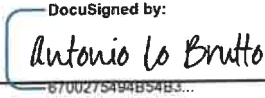
- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.

**Notes:** Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

**CONTRACTOR (COMPANY):** THALES DIS USA, INC.

**NAME/TITLE OF AUTHORIZED SIGNER:** Antonio Lo Brutto, Vice President

**SIGNATURE:**  **DATE:** 7/23/2024



**REQUEST FOR AUTHORIZATION TO WAIVE SLEB PROGRAM REQUIREMENTS**

**For Federal grant funds:**

Procurements using Federal grant funds which prohibit geographical preferences require the Federal Grant Funds SLEB Waiver Request form to be completed and submitted for approval to the Auditor-Controller Office of Contract Compliance & Reporting (OCCR) prior to soliciting bids/proposals and awarding contracts. For further information contact OCCR at ACSLEBcompliance@acgov.org.

**For ALL Requests over \$3,000 and for Non-Federal SLEB waivers:**

Requests must be completed and submitted online. The automated SLEB waiver requests can be found under the "For Work" section. See "Online SLEB Waiver Request". Complete #1-#9 below, complete #10 if over \$100,000 (First Source applies). Attach supporting documentation including 2 quotes or approved Sole Source/Piggybacks (must have both the Questionnaire and Finding Memo).

For questions, or if you are unable to access/log in to the automated system, you can contact OAP at gsa-oapslebwaivers@acgov.org.

**SLEB Waivers:**

Procurement Policy and Procedures Overview (<https://alcoweb.acgov.org/gsaapps/slebwaiver/ppp.htm>)

PO Checklist (<https://alcoweb.acgov.org/gsaapps/slebwaiver/po.htm>)

SLEB Waiver Numbers will be issued as required to enter a Procurement Contract in ALCOLINK. Processed SLEB waivers will receive an automated email from OAP.

**NOTE: All questions require a complete response. Enter "N/A" or "None", etc., as applicable. Do not leave blank lines.**

**1. Please check appropriate box and complete department/contact information below.**

Requesting Department       GSA Procurement managing the competitive process

Department       Primary       Email       Telephone

(Optional)      Secondary       Email       Telephone

GSA Procurement/Auditor:      Contact Name:       Email       Telephone

**2. Recommended Vendor**            PO#:       REQ#:

**Country**

**3.**      **Street**       **City**       **State:**       **Zip:**

**Procurement Type (check all appropriate boxes below):**      Othe

**4**       New Contract       Renewal       Contract Amendment-Term       Contract Amendment-     

**Total PO/Contract Value (including increase,**            **); Increase Value (if**

**5. Goods/Services Procurement Description:**

Two LiveScan Desktop Civil/Applicant systems with 500ppi fingerprint scanner, corresponding Cogent LiveScan 5 software, and Thales's professional services, which include development, configuration, testing, deployment, and installation.

**6. Brief explanation of why goods/services are**

Alameda County Probation Department (ACPD) needs to replace two end-of-useful-life Cogent LiveScan systems in the department. The live scan systems are used for capturing fingerprints of all employees, contractors, interns, and volunteers for full criminal background record checks prior to their employment and recruitment for services.

**7. Date Goods/Services Needed:**

07/01/2024

**a. What are the consequences if the date goods/services needed is**

ACPD will not be able to capture and submit civil fingerprints and related applicant information electronically to Department of Justice for comprehensive criminal background record checks.

**8. Explanation of why the non-SLEB contractor/subcontractor (in #2 above) is being recommended and, if procurement over \$25,000, why they are unable to subcontract with a SLEB(s) for a minimum of 20%:**

Thales is the proprietor of the Cogent LiveScan system.

**9. IF APPLICABLE: New Sole Source submitted to Procurement**

**OR Existing Approved Exception on**

**OR Not**

**10. Explain what attempts were made to locate a SLEB prime or, if procurement over \$25,000, SLEB subcontractor(s),**

Copies of bids received and/or detailed statement of efforts made to contact and negotiate with certified businesses, including list of SLEBs contacted, names of individuals, addresses, phone numbers, dates contacted and bid prices attached. In the section

a. N/A

b. N/A

c. N/A

**Supporting Documents:**

SSFM 10083\_Thales.pdf

Thales\_BL\_Draft.pdf

**11 If the contract is over \$100,000, is the recommended vendor able to comply with the First Source**

Yes:

No:

If No,

Expedite

*(Check this box to expedite processing)*

12. Department Certification: I certify to the accuracy of the preceding statements,

NASAEPHA

Signature of Agency/Department Head  
or Designee or GSA Procurement Manager (if GSA Procurement managed the

Nai Saephanh

Print Name

06/07/2024

Date

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OAP to complete below:

A. Request Approved:  Waiver Valid Through:  SLEB Waiver Number:   
Reason:

B. Request Denied:

Reason:

C. Disregard:

Reason:

D. Other:

Reason:

ARROYOL

Signed by GSA-Office of Acquisition Policy (Required)

06/10/2024

Date

\*Primary Requestor - Main Contact \*\*Secondary Requestor - Backup Contact