

REQUEST FOR QUOTATIONS

(GOODS OR GOODS AND SERVICES - THIS IS NOT AN ORDER)

RETURN QUOTATIONS TO: COUNTY OF MENDOCINO 841 Low Gap Road Ukiah CA 95482 (707) 234 6050; (707) 463 4673 (fax)	QUOTE NUMBER: 05-17
	Job/Project Description: N/A
	ISSUE DATE: 1-18-17
	THIS BID/QUOTE MUST BE DELIVERED TO THE COUNTY PURCHASING AGENT BEFORE 2:00 P.M. OF THE DATE BELOW: DUE DATE: 2-1-17

QUOTATIONS MUST BE RECEIVED BY CENTRAL SERVICES NO LATER THAN THE DATE AND TIME LISTED ABOVE

TO: Cross Match Technologies, Inc.
 3950 RCA Blvd., Suite 5001
 Palm Beach Gardens, FL 33410

Email: andrea.thompson@crossmatch.com

BIDDERS INSTRUCTIONS

- Please quote hereon your lowest price for the articles or services specified below. No charge for packing, drayage or for any other purpose will be allowed over and above the prices quoted.
- The right is reserved to accept or reject quotations on each item separately or as a whole.
- Fill in complete information before returning.
- If substitutes are offered give full explanation.
- Do not quote on articles you cannot supply.
- Please Read General Provisions (Attachment A), and General Conditions for Purchase Orders (Attachment B).
- All products delivered must conform to current specifications of Title 8, California Safety code - OSHA.
- Vendor agrees to be enrolled in the County of Mendocino ePayables program as the preferred payment method: ☒ Yes* ☐ No
 If yes, please see attached "Mendocino County ePayables Information"

FOR DELIVERY TO: Central Services 841 Low Gap Road, Ukiah, CA 95482 FOB DESTINATION

ITEM NO.	AMT.	UNIT	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
			The Mendocino County Sheriff Department would like to solicit Bids for a New Live Scan System. The Sheriff Department is replacing a Crossmatch, Scan 500P in a Cabinet, please quote if your company can reuse this Cabinet or not.		\$13,772.30*	\$13,772.30
			EMAIL OR FAX BIDS WILL BE ALLOWED FOR THIS BID			
			PLEASE REFER TO ATTACHED BID/QUOTE SPECIFICATIONS			
			PLEASE SPECIFY DELIVERY SCHEDULE			
			PLEASE INCLUDE ALL GSA CONTRACT PRICING OR ANY OTHER CONTRACT PRICING YOUR COMPANY MAY BE ON.			
			CONTACT WILL BE DAVE MENDEZ Ph: (707) 234-6053, Fax: (707) 463-4673, Email: mendezd@co.mendocino.ca.us			

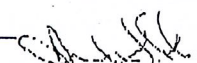
*This pricing is for a livescan system that meets with the technical requirements as outlined in the RFQ, and does not include the price of a cabinet. The customer's existing Crossmatch cabinet can be re-used, however we have included separate optional pricing in case the customer wishes to purchase a new cabinet and other replacement peripherals (monitor, keyboard & mouse, printer, drivers license reader, mugshot camera).

Delivery would be 30 to 45 days ARO

GSA contract #: GS-35F-0199R

THIS FORM MUST BE COMPLETED, SIGNED AND DATED FOR YOUR QUOTE TO BE VALID.

THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE ABOVE ARTICLES AND/OR SERVICES, AT THE PRICES AND TERMS STATED SUBJECT OF THE TERMS AND CONDITIONS OF THIS INVITATION FOR BID/QUOTE INCLUDING, WITHOUT LIMITATION, THE TERMS ON THE REVERSE SIDE HEREOF AND ATTACHED.

Signature: 	Date 1/30/2017	Phone: (561) 622 - 1650
Printed name: Andrea L. Thompson		SUBJECT TO CASH DISCOUNT
		OF 0 % in 0 DAYS

ATTACHMENT A GENERAL PROVISIONS

1. BRANDS

Unless otherwise stated, the use of the name or a manufacturer, or of any special brand or make in describing any item contained in these specifications and proposals does not restrict quoters to that manufacturer's specific article. This means is used simply to indicate the character or quality of the article desired. The equipment on which proposals are submitted must be acceptable as equal in character, quality, and utility to brand and/or make indicated herein. The make or grade of the article on which a quotation is submitted should be stated in the quotation in every instance. Unless otherwise stated, it will be understood to be the specific article named in the proposal.

2. QUOTATIONS:

If quotation is on an "All or Nothing" basis, bidder must so state.

Cash discount must be shown on quotation; otherwise prices will be considered net.

Time of delivery is a part of the quotation and must be adhered to. If it is impossible to meet delivery specified in Request for Quotations, quoter shall state best delivery possible in the column provided opposite an individual item or in the space provided for all items. Time, if stated as a number of days, shall mean calendar days.

3. TAXES:

Quoters must not include Federal Excise Taxes in quotation. Exemption certificate will be furnished to the successful quoter.

4. SAMPLES:

Samples of items, when required, must be furnished free of expense to the County of Mendocino and if not destroyed by tests will, upon request, be returned at the quoter's expense. Samples of selected items may be retained for comparison.

5. SUBMISSION OF BIDS:

Quotations and modifications or corrections thereof received after the closing time specified will not be considered.

Quotations will not be accepted via telephone or facsimile unless specifically approved by the Purchasing Office in advance.

6. AWARDS:

The County of Mendocino reserves the right to accept quotations on individual items listed, on groups of items, or on the proposal as a whole, to reject any and all quotations, to waive any informality in the quotations, and to accept the responsive quotation that appears to be for the best interest of the County of Mendocino.

In determining the successful quoter, the quoted prices will be given prime consideration. However, quality, delivery, warranty, suitability, compatibility with existing equipment and manufacturer's and/or vendor's reputation will be considered along with any other relevant facts.

7. PAYMENT:

Payments shall be made upon submission of itemized invoices in duplicate, at the prices stipulated on the purchase order, for supplies or equipment delivered and accepted or services rendered and accepted, less deductions, if any, as provided on the purchase order.

8. DISTRICT PARTICIPATION BY PUBLIC ENTITIES WITHIN MENDOCINO COUNTY:

Any or all Mendocino County tax-supported agencies such as schools and cities within the jurisdiction of Mendocino County who wish to participate shall be included in this quote. However, a separate contract or purchase order originating with such an agency and based on the net prices herein shall be arranged by the vendor.

9. PRICES AND TERMS:

Unless stipulated otherwise, prices and terms quoted herein shall be made available to other public agencies.

10. SUSTAINABLE PRACTICES AND PROCUREMENT OF RECYCLED PRODUCTS

The Board of Supervisors has committed the County of Mendocino to the purchase and use of recycled products which will contribute to the conservation and protection of the resources referenced within this bid/quote. Further, it is the policy of Mendocino County to:

- Institute practices that reduce waste by increasing efficiency and effectiveness; and
- Purchase products that minimize environmental impacts, toxics, pollution, and hazards to worker and community safety to the greatest extent practicable, and purchase products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, and use unbleached or chlorine free manufacturing processes, are lead-free and mercury-free.

11. LOCAL VENDOR PREFERENCE:

The County of Mendocino has established a local vendor preference. All informal and formal Invitations to Bid or Quote are evaluated with a 5% preference for local vendors. The vendor must claim local vendor preference to be considered. Please note the following exceptions:

- a. Those contracts which State Law or, other law or regulation precludes this local preference.
 - b. Public Works construction projects.
- "Local" vendor will be approved as such when, 1) it conducts business in an office with a physical location within the County of Mendocino; 2) it holds a valid business license issued by the County, and will be asked the name of the Local Agency which issued the license; and 3) business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference, said vendor will be asked the business address and how many years the business has been at that location.

ATTACHMENT B
MENDOCINO COUNTY
GENERAL CONDITIONS FOR PURCHASE ORDERS

The following provisions are hereby made a part of the Purchase Order contract and Vendor, by the acceptance of this order, the signer agrees thereto:

1. All products delivered must conform to the current specifications of Title 8, California Safety Code (CAL-OSHA).
2. No alteration in any of the terms, delivery, price, quality, quantities, or specifications of this order will be effective without prior consent of the Purchasing Agent of the County of Mendocino.
3. No charges will be allowed for packing, wrapping bags, containers, reels, etc., unless otherwise specified.
4. Time of delivery is part of the essence of this contract and the order is subject to cancellation for failure to deliver on time.
5. Materials purchased are subject to the approval of the County of Mendocino and, if rejected, are held subject to Vendor's risk and expenses incurred for their return.
6. PURCHASE ORDER NUMBER MUST appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence.
7. ITEMIZED PACKING LIST shall be enclosed in each box or package.
8. All specifications and plans referred to in this order shall form a part of the contract.
9. Vendor warrants articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free from defect.
10. Purchase Orders will be paid only after all items on the order have been shipped and received and all invoices have been received by the Purchasing Agent.
11. Cash discount period on all invoices shall commence on the date correctly completed invoice(s) or shipment is received by the County of Mendocino, whichever is later. If an adjustment or damage occurs on a shipment subject to cash discount, discount will be taken effective on the date final approval for payment is authorized. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.
12. The County of Mendocino must pay California state and local sales tax, unless Purchase Order specifically indicates exemption.
13. The County of Mendocino is exempt from Federal Excise and Transportation taxes. Exemption certificate will be furnished upon request.
14. Liens: Vendor, by accepting this Purchase Order, warrants and represents that the goods, wares, or merchandise ordered herein are free and clear from all claims and liens of any nature.
15. Vendor shall hold the County of Mendocino, its officers, agents, servants, and employees harmless from liability of any nature or kind because of use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all action brought against the County of Mendocino or Vendor because of the unauthorized use of such articles.
16. By Board Resolution, any claim over six months old must be presented to the Board of Supervisors for payment approval.
17. Upon Vendor request, the County of Mendocino will pay up to 50% down prior to receiving the items and the remaining 50% will be paid after the items are delivered to the destination. In no instance shall the County of Mendocino pay more than 50% prior to receiving the items.

MENDOCINO COUNTY ePAYABLES INFORMATION

The County of Mendocino is currently making electronic payments to all of our vendors and suppliers who qualify. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please contact Dennis Dow dowd@co.mendocino.ca.us or 707-234-6864.

Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sq01vn000r_epayablesvendors_-na

If vendor agrees to be enrolled as an ePayables vendor, the Auditor's office will email them a welcome letter with instructions on how to sign-up.

RFP 05-17 SPECIFICATIONS

- 1000 ppi (higher resolution to accommodate future standards)
- Criminal Reports Only
- Compatible with Tyler Technologies Interface
- DOJ Approved
- Installation
- On-Site Training
- Maintenance Coverage after Installation (defined)
- Price with Cabinet (Current Cabinet, Crossmatch Scan 500P)
- Price without Cabinet

-
- ❖ *All add-on options listed out separately so we can order with or without them.*
 - ❖ *The DOJ Requirements are that Vendors must adhere to when developing their Live Scan software. The type of transactions (TOT) setup for this Live Scan System will be CRM (Criminal) only.*
 - ❖ *All customization that will tie into existing Record Management System (RMS) or Store and Forward will be discussed directly between Vendor and Sheriff Department IT.*



Crossmatch
3930 RCA Blvd Suite 3001
Palm Beach Gardens, FL 33410
US Headquarters 561 622 1650
<http://www.crossmatch.com>

Quote Number: 01910998
Quote Created: January 27, 2017
Quote Expiration: April 27, 2017

Account Manager: Julie Feigl

Phone: 773-233-4148

Mobile: 312-318-6649

Fax:

Email: Julie.Feigl@crossmatch.com

Sales Channel

Status: Prep

Type: Simple

Bill To Name:

Ship To Name

Contact:

Contact:

Phone:

Phone:

Email:

Email:

Bill To:

Ship To:

Item	Product	Part Number	Quantity	Sales Price	Total Price	Price Basis
1	SHIPPING ASSEMBLY, L SCAN 1000, LSE RUNTIME LICENSE, SILICONE PAD, US POWER CABLE	920190-01US	1	\$11,099.64	\$11,099.64	GSA Contract GS-35F-0199R
4	WORKSTATION DESKTOP FOR USB 10 PRINT LIVESCAN	925244-003	1	\$2,250.00	\$2,250.00	Open Market
7	DEMOGRAPHIC INTERFACE, RELOAD	850448	1	\$0.00	\$0.00	Open Market
8	SOFTWARE, LSMS CONFIGURATION, CALIFORNIA - CALDOJ	850391-004	1	\$0.00	\$0.00	Open Market



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9	SOFTWARE, RELOAD, CALIFORNIA	850181-204	1	\$0.00	\$0.00	Open Market
13	IMPLEMENTATION, FIRST DAY ON-SITE	930100-01	1	\$2,266.88	\$2,266.88	GSA Contract GS-35F-0199R
15	CMT ADVANTAGE MAINT, YR 1, HW, ALL SYSTEM PERIPHERALS INTEGRATED AND PROVIDED BY CMT, DOMESTIC	930158	1	\$272.03	\$272.03	GSA Contract GS-35F-0199R
16	CMT ADVANTAGE MAINT, YR 1, HW, 1000PX, DEVICE ONLY DOMESTIC	930161	1	\$1,268.54	\$1,268.54	GSA Contract GS-35F-0199R
17	CMT ADVANTAGE MAINT, YR 1, STANDARD CMT SW, LSMS	950083	1	\$272.03	\$272.03	GSA Contract GS-35F-0199R
18	CMT ADVANTAGE MAINT, YR 1, STANDARD CMT SW, LSMS SUBMISSION SOFTWARE	950084	1	\$90.68	\$90.68	GSA Contract GS-35F-0199R
22	BUNDLED ASSEMBLY, U. ARE U. 4500 READER WITH ALTUS LE, ADD-ON	925249	1	\$0.00	\$0.00	Open Market
23	HARDWARE- TRADE-UP DISCOUNT, L SCAN 1000 W/PAD AND DESKTOP	960047-D01US	1	\$3,747.50	\$3,747.50	Open Market

Grand Total: \$13,772.30

Optional Items

Item	Product	Part Number	Quantity	Sales Price	Total Price	Price Basis
2	SHIPPING ASSEMBLY, CABINET, HEIGHT ADJUSTABLE, WITH MONITOR MOUNT AND PALM SCANNER ADAPTER	920193-001	1	\$5,325.00	\$5,325.00	Open Market
3	MONITOR, 17" TOUCH LCD DESKTOP	420030	1	\$825.00	\$825.00	Open Market
5	SHIPPING ASSEMBLY, 500P/1000PX, NO MONITOR - UNIV. CABINET (RoHS) - INTEGRATOR ONLY	920107-205	1	\$3,154.00	\$3,154.00	Open Market
6	MONITOR, 19" BLACK, FLAT, LCD	420334	1	\$300.00	\$300.00	Open Market
10	KEYBOARD AND MOUSE	420649	1	\$25.00	\$25.00	Open Market



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11	KIT, FBI CERTIFIED NETWORK PRINTER, DOUBLE SIDED PRINTING	900439	1	\$1,400.00	\$1,400.00	Open Market
12	PRINTER TRAY, LOWER, 550 SHEET FEEDER, LEXMARK MS810	420737	1	\$400.00	\$400.00	Open Market
14	IMPLEMENTATION AND TRAINING, SUBSEQUENT DAY ON-SITE	930000-5	1	\$918.08	\$918.08	GSA Contract GS-35F-0199R
19	READER, DRIVERS LICENSE BARCODE & MAGSTRIPE W/USB CABLE	420252	1	\$1,000.00	\$1,000.00	Open Market
20	CAMERA, EOS REBEL T5 - BLACK, CANON, W/PWR ADPTR	420733-10	1	\$1,050.00	\$1,050.00	Open Market
21	KIT, CAMERA MOUNTING WITH QUICK RELEASE, FLEXIBLE	900371-002	1	\$150.00	\$150.00	Open Market

Notes:



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US Headquarter 861 611 1620
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STANDARD SALES TERMS AND CONDITIONS

Purchase Order # _____

1) **Terms of Order.** The terms contained herein shall govern unless Purchaser orders under Crossmatch's GSA Schedule Number GS-35F-0199R or if there is an existing signed agreement between Purchaser and Crossmatch with respect to the products to be purchased. Notwithstanding any term or provision to the contrary contained in any Purchase Order, upon Purchaser's written acknowledgement below, the terms of this Agreement shall apply to Purchaser's Purchase Orders for the quoted products. In no event shall the pre-printed terms and conditions of any Purchase Order alter, amend or supersede any provision of this Agreement. In the case of any conflict between the terms of a Purchase Order and the terms of this Agreement, the terms of this Agreement shall prevail. An omission of reference to this Agreement in a Purchase Order shall not affect the application of this Agreement to such Purchase Order.

2) **Prices.** Unless otherwise indicated, prices for products and associated support services are firm fixed price (FFP). Pricing remains valid for 90 calendar days from the date of quotation, unless otherwise specified by Quote Expiration above. All sales are final; no refunds, credits or exchanges will be accepted. The price for the products does not include sales, use, excise or similar taxes assessed at any time. All applicable taxes shall be paid by Purchaser including applicable sales tax unless a valid sales tax exemption certificate is provided.

3) **Shipment:** Shipment date(s) provided in the quotation or in confirmation of the Purchase Order is/are approximate and subject to change. Crossmatch shall not be liable for any delays in shipment which are caused by events beyond the control of Crossmatch including, but not limited to, delays caused by inaccurate or incomplete data, changes or revisions in the work to be performed, Purchaser's insufficient credit or financing, acts of Purchaser or Purchaser's agent, Force Majeure, accidents, strikes, inability to obtain labor or materials, or delay in transportation.

4) **Storage:** Once Purchaser has been notified that its order is ready for shipment, if Purchaser requests that the order (in whole or in part) not be shipped until a later date, the equipment will be segregated from other inventory. Purchaser will be required to execute Crossmatch's Transfer of Title form evidencing transfer of title and transfer of risk of loss from Crossmatch to Purchaser. Purchaser is responsible for all costs associated with shipping the equipment to a storage facility or from said storage facility to the destination point in addition to all costs associated with insurance and storage fees.

5) **Title & Risk of Loss:** Crossmatch's prices are F.O.B. Crossmatch's Factory and are exclusive of taxes, shipping, handling and insurance. Title to all equipment and risk of loss, deterioration or damage shall pass to Purchaser upon delivery to a carrier; except that a security interest in the equipment or any replacement shall remain in Crossmatch's name until the full purchase price has been received by Crossmatch. Any claim by Purchaser against Crossmatch for shortage or damage occurring prior to delivery must be made in writing within ten (10) calendar days after receipt of shipment and accompanied by an original transportation bill signed by the carrier noting that carrier received goods from Crossmatch in the condition claimed. Crossmatch shall have the right to ship all goods at one time or in portions, within the time for shipping provided in such order, unless specifically requested in writing by the Purchaser that these shipments be made in total by a date certain. Any shipments returned to Crossmatch as a result of Purchaser's unexcused delay or failure to accept delivery will require Purchaser to pay all additional costs incurred by Crossmatch, including any storage costs as discussed above.

6) **Excusable Delays:** Crossmatch shall not be liable for any failure to continue to perform as required or meet the delivery date if such failure is due to the non-performance of the Purchaser or third party and/or due to a reason beyond its reasonable control. Such events also include without limitation, acts or omissions of carriers, labor difficulties, shortages, Force Majeure, lack of, incomplete or inaccurate information provided by the Purchaser, or any other cause that is outside of Crossmatch's control. In any such event the Parties will mutually develop a critical path in which performance and/or schedule is re-defined and any equitable adjustment in price is finalized.

7) **Changes:** Purchaser may make changes to the specific products/services being ordered, quantity, schedule and/or, the customization requirements of a product or service or any other provision of the Purchase Order or quotation providing such change is communicated in advance and in writing to Crossmatch. If any such change causes a change in the price, schedule or other provision of the quote or Purchase Order, Crossmatch shall notify Purchaser in writing no later than five (5) days from the date of receipt by Crossmatch of such request from Purchaser. Crossmatch will submit a Request for Equitable Adjustment or Change Order proposal which the Parties shall mutually negotiate and such will be incorporated into the Purchase Order or quotation by written bi-lateral Amendment or Change Order ("Change Order").

8) **Installation and Training.** If installation and training services are purchased, Purchaser shall appoint a contact person to coordinate the installation to be performed by Crossmatch, its agent or contractor. The number of days allocated, and charges for installation and training are stated herein. If Crossmatch cannot complete the installation or extensions into additional days or additional trips are caused by Purchaser's failure to complete its assigned tasks, or issues beyond the reasonable control of Crossmatch such as, but not limited to, Purchaser network problems, Purchaser firewall problems or delays of schedule due to unavailability of Purchaser resources, Purchaser shall be responsible for additional charges required to complete the installation. Such charges shall be billable at Crossmatch's rates in effect at the time of the service extension or additional trip. A minimum charge of \$500 will be assessed if Purchaser cancels or re-schedules on-site installation and/or training within 14 days of the originally scheduled installation. Upon completion of installation and training (including delivery of the training materials), Purchaser agrees to sign Crossmatch's Professional Services Acceptance Form acknowledging receipt of installation and training services within fifteen (15) days from the completion date. If Purchaser fails to respond within fifteen (15) days from the completion date, installation and training will be deemed accepted.



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9) **Limited Warranty:** Crossmatch warrants that the hardware products purchased will be free from defects in material and workmanship in normal service and under normal conditions for a period of one (1) year from the date of shipment. Normal service and normal conditions are defined within the product documentation. The Limited Warranty is subject to the specific terms and conditions set forth in the warranty documentation, which is hereby made part of and incorporated into the quotation.

10) **Silicon Product Use Restrictions:** TouchChip Silicon Fingerprint Sensor Products, including but not limited to touch and swipe products, related software, developer kits and tools ("TouchChip Product Line") are subject to field of use restrictions ("Field of Use Restrictions") attached hereto as Supplemental Terms and Conditions of Sale for Silicon Products ("Supplemental T&Cs") and incorporated by reference herein. When applicable products are purchased, Purchaser shall adhere to the Field of Use Restrictions set forth in the Supplemental T&Cs and shall require any of its distributors, resellers, developers or sales representatives to comply with such Field of Use Restrictions. Any material or repetitive breach of the restrictions contained in the Supplemental T&Cs by Purchaser or Purchaser's direct or indirect distributors, resellers or sales representatives shall constitute a material breach.

11) **Software License.** The term "Software" refers to the Software installed on the equipment or hardware product. any custom software or interfaces developed by Crossmatch for Purchaser and if applicable, Crossmatch's Software Development Kit (SDK) software. Purchaser will be required to accept Crossmatch's standard license agreement prior to using any Software. The terms and conditions which govern the right and usage of the software are set forth in the license documentation, which is hereby made part of and incorporated into the quotation.

12) **Equipment Upgrade:** Equipment upgrades are not covered under the limited warranty and are subject to independent pricing and terms and conditions, as deemed applicable by the nature of the upgrade activity.

13) **Equipment Maintenance Plan:** Purchaser may purchase a Crossmatch Advantage Maintenance Plan for the hardware products. The Maintenance Plan is contracted for annually at the then prevailing price and can be renewed for a period of years mutually agreed to by the Parties. The Maintenance Plan is subject to the specific terms and conditions set forth in the Maintenance Plan documentation, which is hereby made part of and incorporated into the quotation.

14) **Software Maintenance Plan:** Purchaser must buy the Crossmatch Advantage Software Maintenance plan for all applicable Crossmatch software products. Crossmatch will provide maintenance services for the current and future Major Release of the Software for a period of twelve (12) months for each term of the Software Maintenance plan. As used herein, a "Major Release" is any version of the Software that in Crossmatch's sole determination provides substantial new features, additional functionality, or makes use of different architecture. Crossmatch will receive Company reported defects or issues 24 hours a day, 7 days a week and acknowledge any such reported defect or issue within two (2) hours and use best efforts to address and remedy such defect or issue. At no additional cost to Company, Cross Match will deliver to Company, as made commercially available by Cross Match, bug fixes, Maintenance updates, state-mandated updates and Major Releases for the Software ("Updates")

15) **Invoicing and Payment.** Crossmatch will invoice Purchaser for all Products, (including services), and Maintenance Plans. All Maintenance Plans are invoiced annually in advance are non-refundable. All Crossmatch Invoices for Products must be paid in full by Purchaser prior to shipment. Any other payment arrangement must be pre-approved by Crossmatch in writing. All sales are final; no refund, credits or exchanges will be accepted Crossmatch. A late charge of the lesser of 1.5% per month or the maximum amount permitted by law, will be added to past due accounts. All reasonable costs and expenses, including but not limited to attorneys' fees, court costs and service charges incurred by Crossmatch in collecting payment will be an expense of and charged to Purchaser

Purchaser may be required to complete a credit application. Crossmatch reserves the right to extend credit to the Purchaser based upon credit determination. Specific financing arrangements will be considered on a case by case basis and the terms and conditions for such will be defined by Crossmatch and binding upon the Purchaser.

Crossmatch shall have the right to suspend performance, including the non-shipment of product, under a specific Purchase Order and/or any other Purchase Order(s) where Purchaser has failed to maintain its account within agreed to credit terms. Crossmatch shall resume performance under said Order(s) upon verified receipt of the required funds, as determined by Crossmatch. Purchaser hereby agrees to waive all rights to seek damages and/or other remedies against Crossmatch if Crossmatch's actions taken under this provision have an adverse impact upon Purchaser and/or its ability to perform and/or meet business obligations. In addition, Crossmatch shall have the right to cancel or hold any and/or all orders placed by Purchaser and any and/or all shipments of the Product, regardless of any prior confirmation or acceptance by Crossmatch, if: (a) Purchaser is or becomes insolvent, (b) Purchaser makes an assignment for the benefit of creditors, or a receiver or trustee is appointed to take charge of any of Purchaser's assets; or (c) Purchaser is the subject of a bankruptcy or reorganization proceeding, whether voluntary or involuntary.

16) **Indemnification.** By Purchaser. Purchaser shall indemnify, defend and hold Crossmatch and its respective directors, officers, employees and agents harmless against any and all losses, claims, damages or expenses (including reasonable attorneys' fees) arising out of or related to: (i) any personal injury to or death of any person or persons, any loss or damage of any property or any interruption of services which are caused or claimed to have been caused directly or indirectly from Purchaser's (including its employees or independent contractors) negligent operation and/or related use or misuse of the Product; (ii) use of any equipment not provided or approved for use with the Product by Crossmatch.

By Crossmatch. Crossmatch hereby agrees to indemnify, defend and hold Purchaser harmless from and against any and all claims, demands, actions, costs, liabilities and losses resulting from the Software or other Product infringing a United States patent, copyright or trademark or misappropriating the trade secret of a third party provided that: (i) Purchaser promptly notifies Crossmatch in writing of the claim; (ii) Crossmatch has control of the defense and all related settlement negotiations, provided however that Purchaser



Crossmatch
3930 KCA Blvd Suite 3001
Palm Beach Gardens, FL 33410
US Head Quarters 561 621 1630
<http://www.crossmatch.com>

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Quote Created: January 27, 2017
Quote Expiration: April 27, 2017

must approve in writing any settlements before they are executed (provided, however, that Purchase shall not unreasonably withhold its approval thereof); and (iii) Purchaser fully cooperates with Crossmatch, at Crossmatch's cost, in the defense or settlement of such actions. Crossmatch's obligation under this Article is conditioned on Purchaser's agreement that if the Software, or the use or operation thereof, becomes, or in Crossmatch's opinion is likely to become, the subject of such a claim, Purchaser will permit Crossmatch at Crossmatch's option and expense, either to procure the right for Purchaser to continue using the Software or to replace or modify the same so that it becomes non infringing. If neither of the foregoing alternatives is available on terms which are reasonable in Crossmatch's reasonable judgment, then (1) Purchaser will return or destroy the Software on written request of Crossmatch; and (2) Crossmatch shall pay Purchaser an amount equal to the amount paid for the Software less an amount equal to the current depreciation of such Software (such depreciation amount calculated on a straight line basis over four years commencing on the Effective Date). The foregoing indemnity extends to Purchaser only and states the sole and exclusive liability and remedy of the parties hereto for patent infringement, and is in lieu of all warranties, express, implied, or statutory, in regard thereto.

17) **Limitation of Liability.** IN NO EVENT SHALL Crossmatch BE LIABLE TO PURCHASER FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION OR OTHER INCIDENTAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE, OR THE DELIVERY OF, OR FAILURE TO DELIVER, THE PRODUCT, EVEN IF Crossmatch HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE ENTIRE LIABILITY OF Crossmatch FOR ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT IS THE SUBJECT OF SUCH CLAIM OR CAUSE OF ACTION. Except as to title, all such liability shall terminate upon the expiration of the original applicable warranty period.

18) **Intellectual Property and Use Limitations.** The sale of the Product to Purchaser does not convey to Purchaser any intellectual property rights in the Product or Software, including but not limited to any copyright, patent or trademark rights (except for any license rights granted hereunder). Further, the sale of the Products confers on Purchaser no license, express or implied, by estoppel or otherwise, under any patents of Crossmatch or others covering or relating to any other product or invention or any combination, machine, or process in which such Product might be used. All intellectual property rights in the Products and Software, any documentation therefore, and other materials supplied by Crossmatch, are owned by Crossmatch and are protected by United States copyright laws, other applicable copyright laws, and international treaty provisions.

19) **Choice of Law and Forum.** This Agreement shall be governed by and construed under the laws of the State of Florida, without reference to its conflict of laws provisions. All disputes arising hereunder shall be heard only by a Florida State court or U.S. District Court with competent jurisdiction in Palm Beach County, Florida.

20) **Compliance with Laws.** Each party to the Agreement shall comply with all applicable laws and regulations. Purchaser will not directly or indirectly export or re-export any Products or "technical data" furnished to Purchaser under this Agreement without obtaining appropriate authorizations from the U.S. Department of Commerce or other U.S. government agency and will otherwise comply with all U.S. export control laws applicable thereto.

21) **Entire Agreement.** These terms and conditions constitute the entire agreement between Crossmatch and Purchaser with respect to the sale and purchase of the Products and license of the Software and shall supersede all prior agreements, understandings and representations between Purchaser and Crossmatch, both written and oral, with respect to the subject matter hereof. No additions or modifications of this Agreement or any Exhibit hereto shall be effective unless made in writing and signed by the authorized representatives of Crossmatch and Purchaser. Crossmatch's delay or failure to enforce at any time any provision of this Agreement shall not constitute a waiver of Crossmatch's right thereafter to enforce each and every provision of the Agreement. If any of the provision(s) of this Agreement is determined to be invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

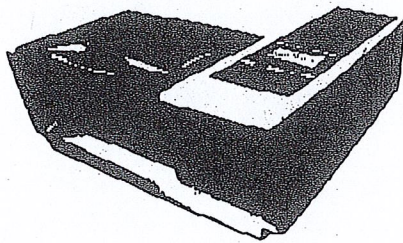
PURCHASER ACKNOWLEDGEMENT:

By: _____
Name: _____
Title: _____
Date: _____



L Scan® 500 / 1000

Compact 500 ppi and 1000 ppi Ten print and Palm Print Livescan



BENEFITS

- Superior image quality and reliability
- Auto Capture ensures rapid, high quality image capture
- FlexFlat and FlexRoll functionality for free positioning of fingers on platen
- Real time image preview reduces manual capture errors
- Heated platen for consistent image quality regardless of ambient temperatures
- L Scan 500 upgradable to 1000 ppi

PRODUCT DESCRIPTION

The Crossmatch® L Scan palm scanner line addresses the need for compact, high resolution, rapid capture livescan systems for criminal identification, forensic analysis and enrollment. L Scan palm scanners are fully compliant with the FBI NFI standards and easily acquire upper, lower and writer's palms, flats and rolls. Incorporating proprietary FlexFlat and FlexRoll features, fingerprint images are captured regardless of positioning on the platen. Patented Auto Capture functionality ensures rapid capture of high quality images for error-free biometric data collection — eliminating the guesswork and range of possible reprint issues.

Available in 500 ppi or 1000 ppi resolution, both L Scan models deliver superior image quality and offer real-time image preview when using our SDK or enrollment software. The scanners are designed for ease of use and provide an intuitive, integrated display and programmable buttons to easily guide users through the biometric capture process.

Used in conjunction with FBI certified Crossmatch enrollment software, L Scan palm scanners are an ideal choice for law enforcement agencies handling criminal bookings and forensic applications. In addition, regulated industry users can benefit from the reliable performance of the L Scan line for high quality palm and/or rolled fingerprint image capture for background check submissions or compliant biometric enrollments.

ABOUT CROSSMATCH

Crossmatch helps organizations solve their identity management challenges through biometrics. Our enrollment and authentication solutions are trusted to create, validate and manage identities for a wide range of government, law enforcement, financial institution, retail and commercial applications. Our solutions are designed using proven biometric technologies, flexible enrollment and strong multi-factor authentication software, and deep industry expertise. We offer an experienced professional services capability to assess, design, implement and optimize our identity management solutions for a customer's individual challenges. Our products and solutions are utilized by over 200 million people in more than 80 countries.

Learn more at www.crossmatch.com

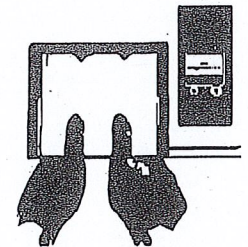
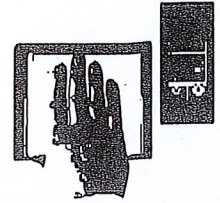
L Scan®

Compact 500 ppi and 1000 ppi Ten-print and Palm Print Livescan

CROSSMATCH™

SPECIFICATIONS

On-device Display	Color LCD screen and smart buttons
Capture Modes	Auto Capture, FlexFlat, FlexRoll
Image Quality Certification	Livescan and ID Flats (with or without membrane); upper, lower and writer's palm
Image Resolution	L Scan 500 - 500 ppi L Scan 1000 - 1000 ppi
Image Dimensions	Palm - 5.0" x 5.1" (127 mm x 130 mm) Rolled fingers - 1.5" x 1.6" (38 mm x 41 mm) ID Flats - 3.0" x 3.2" (76 mm x 81 mm)
Capture Grayscale	12 bit, 4096
Image Grayscale	8 bit, 256
Scanner Dimensions	12.0" x 12.1" x 5.2" (306 mm x 308 mm x 133 mm)
Capture Platen	5.9" x 5.51" (150 mm x 140 mm)
Scanner Weight	16.72 lbs (7.6 kg)
Device Interface	USB 3.0*
Power Supply	100-240 V AC auto-adjusting; 50-60 Hz, 40 W maximum
Heated Platen	Consistent image quality regardless of ambient temperatures
Operating Temperatures	32°F - 122°F (0°C - 50°C)
Humidity Range	Maximum 10% - 90% relative humidity, non-condensing
Certifications	FBI Appendix F, CE, FCC, UL, GS, REACH, RoHS
Minimum Hardware Requirements	Intel i3 Quad-Core Processor with 1.8 GHz, >= 4 GB RAM
Operating Systems	Windows® 7, 8.1 and 10 (32 and 64 bit)
SDK	L Scan Essentials 7.5 or later; L Scan Master
Optional Components	Adapter for Universal Cabinet, adapter for Adjustable Height Cabinet, foot pedal with USB interface, cleaning kit, silicone pad



Data subject to change without notice.

Corporate Headquarters

Crossmatch

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www.crossmatch.com

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Crossmatch Technologies

Phone: (312) 310-6649
Fax: 7737512977

Fax

To: Response-Cty of Mendocino

From: Julie Feigl

Fax: 707-463-4673

Pages: 14

Re: Response to RFQ 05-17

Date: January 31, 2017

Good Afternoon,
Please accept Crossmatch Technologies response to the County of Mendocino's request for quotations. Can I ask you to please send me confirmation of receipt of this fax communication? You can send confirmation to me either via this fax number or via Julie.Feigl@crossmatch.com. I look forward to hearing from you soon.

Thank you,
Julie

RECEIVED

JAN 31 2017

MENDOCINO COUNTY
EXECUTIVE OFFICE
CENTRAL SERVICES DIVISION

12:11 pm
mm

..., Chicago, IL 60655

MENDOCINO COUNTY RAN BOARD MEETING

SHERIFF'S VOCATIONAL/TRAINING CENTER

951 LOW GAP RD

UKIAH CA 95482-3797 *Rural Area Network (RAN)*

MINUTES

JANUARY 12, 2017

Call to Order:

10:04 am

Present:

Mendocino County Sheriff's Office:

..... UnderSheriff Randy Johnson, *Chair Agency Rep*

..... Kyra Studer, *Financial Manager*

Ukiah Police Department..... Chief Chris Dewey, *Vice-Chairperson*

Member-at-Large..... Vern Barber, *Member-at-Large/MCSO IT Head*

City Selection Committee Member.... Mayor Jim Brown, *Member-at-Large*

Fort Bragg Police Department..... Chief Fabian Lizarraga, *Member*

Absent:

Mendocino County Sheriff's Office:

District Attorney C. David Eyster, *Member*

Board of Supervisors Supervisor Representative (vacant), *Member*

Willits Police Department..... Chief Scott Warnock, *Member*

Mendocino County Sheriff's Office... Sheriff Thomas Allman, *Chairperson*

Mendocino County Probation..... Chief Pamela Markam, *Member*

AGENDA ITEM NO. 1 — CALL TO ORDER:

UnderSheriff Johnson called the meeting to order at 10:04 a.m.

REVIEW OF THE OF THE PREVIOUS MEETINGS MINUTES

Minutes approval continued until next meeting due to lack of members present from the last meeting.

AGENDA ITEM NO. 2 — FINANCIAL REPORT:

Kyra Studer, Financial Manager, presented a budget report illustrated in a handout (Attachment-1); summary with light discussion followed. There are two accounts for the RAN Board functions; they are FPID DMV Account and the Automated Fingerprint ID Account. The DMV account receives quarterly deposits to the Sheriff's Office totaling approximately \$100,000.00 per year; current balance is \$111,110.46. The Automated Fingerprint ID account receives weekly transfers collected from fines which equates to .50 cents for every \$10.00 collected. Kyra

shared concern the current rate may need to be renegotiated and increased. The current balance in this account is \$53,058.21 which appears to be decreasing on a yearly average.

Kyra reviewed the purchase process for later reimbursement. Discussion followed regarding Livescan costs and the history of machines and orders.

AGENDA ITEM NO. 3— OLD BUSINESS

A. Livescan Machine Purchase for Fort Bragg – Chief Lizaragga

Chief Lizaragga proposed the purchase of a Livescan machine for Fort Bragg Police Department. A quote (Attachment – 2) was submitted from **3M Cogent Inc** for the total amount of \$7790.60; the quote includes 1 Tenprint Livescan with printer. The final costs will be emailed out to the Board after purchase and receipt.

- **MOTION** by Chief Lizarraga to approve quoted amount of Livescan machine plus one year of maintenance not to exceed \$13,000.00; seconded by Chief Dewey. Motion passed. (4 – F, 0 – A, 0 – A)

AGENDA ITEM NO. 4 — NEW BUSINESS

A. MCSO Booking/Jail Livescan Machine – Vern Barber

Vern Barber proposed and discussed reasons for purchase of Booking Livescan Machine. Discussion followed and consensus was to approve when all information is available in the next month. Vern will be collecting quotes and they will be emailed out to the Board for future Poll Vote via email.

Discussion followed regarding future purchase of a secondary machine for Community Services for Ukiah Police Department and City of Ukiah. Chief Dewey said they are still in the authorization stage with Department of Justice and will give an update as it is available.

B. Replacement of Member at Large – Vern Barber

Vern Barber discussed plans to retire in the next year and proposed his replacement be, Information Services Supervisor, Richard Fesler, from the Sheriff's Office.

- **MOTION** by Chief Dewey to approve Member appointment for Richard Fesler, IS Supervisor; seconded by Mayor Brown. Motion passed. (4 – F, 0 – A, 0 – A)

Follow Up: Poll vote will be sent out after receiving appropriate quotes.

Next Meeting: No discussion on next meeting

Adjourn – 10:27

Respectfully submitted,

/s/

Rose Britton

Executive Coordinator

Mendocino County Sheriff's Office