

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

193



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
June 28, 2011

SUBJECT: Agreement with Crossmatch Technologies for the maintenance of Live Scan fingerprinting equipment, without seeking competitive bids

RECOMMENDED MOTION:

1. That the Board of Supervisors receives and files notice of the proposed purchase of Live Scan Digital Fingerprinting Equipment, Support, and Maintenance, without securing competitive bids, in accordance with Ordinance No. 459.4, in the amount of \$30,780, from Crossmatch Technologies, pursuant to the Purchasing Agent approving this purchase on behalf of the County
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed 10%.
3. Authorize the Director of DPSS to administer the terms of the Agreement.

Susan Loew

Susan Loew, Director

(CONTINUED – 2 PAGES IN TOTAL)

| | | | | | |
|-----------------------|-------------------------------|----|--------|-------------------------|-----------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ | 30,780 | In Current Year Budget: | Yes |
| | Current F.Y. Net County Cost: | \$ | 1,478 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ | 0 | For Fiscal Year: | 2011/2012 |

| | | |
|--|---|--------------------------|
| SOURCE OF FUNDS: Federal Funding: 56.4% State Funding: 32.9%; County Funding: 4.8%; Realignment Funding: 5.9%; Other Funding: 0% | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

APPROVE

BY: *Michael R. Shetler*
Michael R. Shetler
For *Debbie Cournoyer*

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

Departmental Concurrence

Purchasing: *Mark S. ...* Assistant Director

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref: 3.20 (1/24/2006); 3.71 (7/14/2009)

District: All

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.88

TO: BOARD OF SUPERVISORS

DATE: June 24, 2011

Page: 2

SUBJECT: Agreement with Crossmatch Technologies for the maintenance of Live Scan fingerprinting equipment.

BACKGROUND (Continued):

The Department of Public Social Services (DPSS) is required to access state and federal level criminal history information for new hires, volunteers having contact with children receiving Child Welfare Services, licensing, or certification purposes. To accomplish this, DPSS has digital fingerprinting equipment located in its offices, along with portable units, to fingerprint individuals.

DPSS needs to complete background checks to be in compliance with Penal Code sections 11105 (b)10 and 13300(b)10 which requires exclusions from employment, licensing or certification based on specific criminal contact. Fingerprinting is necessary to complete these checks.

County Purchasing released RFP PUARC-644 on DPSS' behalf on March 23, 2005 for Live Scan Digital Fingerprinting Equipment, Support, and Maintenance. Four bids were received; Crossmatch Technologies was determined to be the most responsive bidder.

Crossmatch Technologies is a California Department of Justice approved Live Scan vendor, manufacturing and supporting the ID 500 and Guardian digital fingerprinting equipment DPSS has purchased. They are the sole provider of support and maintenance for this equipment.

DPSS has exercised all the renewals options in its agreement with Crossmatch Technologies. However, the equipment has one year left before reaching the end of its life cycle at which point it will no longer be supported by the manufacturer. DPSS plans to renew the maintenance for an additional year and then replace it through a new RFP.

PRICE REASONABLENESS: The price for maintenance per fingerprinting unit is \$1,620.00. This represents approximately an annual increase of less than 2% over the original maintenance price per unit of \$1,500.

In researching the availability of third party maintenance, DPSS confirmed \$1,620 per unit for maintenance is the same price as Crossmatch charges other public agencies.

ATTACHMENT(S): Crossmatch Technologies Maintenance Contract Quotation #010610 and Maintenance Plan
Crossmatch Technologies Maintenance Contract Quotation #017593 and Maintenance Plan
Sole Source Justification

CONCUR/EXECUTE – County Purchasing

SL:bt

Date: May 12, 2011
From: Susan Loew
To: Purchasing Agent
Subject: Sole Source Procurement; Request for Maintenance agreement for Live Scan digital fingerprinting equipment

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested: Maintenance for Live Scan digital fingerprinting equipment

Supplier being requested: Crossmatch Technologies

Alternative suppliers that can or might be able to provide supply/service: None

Extent of market search conducted: Internet search

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: Crossmatch Technologies is a California Department of Justice approved Live Scan vendor, manufacturing and supporting the ID 500 and Guardian digital fingerprinting equipment. They are the sole provider of support and maintenance for this equipment.

DPSS first contracted with Crossmatch as a result of RFP PUARC-644, released on March 23, 2005 for Live Scan Digital Fingerprinting Equipment, Support, and Maintenance. Four bids were received; Crossmatch Technologies was determined to be the most responsive bidder.

Reasons why my department requires these unique features and what benefit will accrue to the county: DPSS needs to complete background checks to be in compliance with Penal Code sections 11105 (b)10 and 13300(b)10 which requires exclusions from employment, licensing or certification based on specific criminal contact. Fingerprinting is necessary to complete these checks. Maintaining our Crossmatch equipment in functioning order insures we can stay in compliance with State regulations.

The majority of our equipment are ID 500s. Crossmatch Technologies will only support the ID500s through 6/30/12. Extending support for an additional year will allow DPSS to utilize this equipment through the end of its life cycle.

Price Reasonableness:

Support totals \$30,780, or \$1,620 per unit.

In researching the availability of third party maintenance, we confirmed \$1,620 per unit for maintenance is the same price as Crossmatch charges other public agencies. For reference, the State of Florida's price sheet is available at:

<http://dms.myflorida.com/content/download/41954/179278/file/Live>

The price for maintenance per fingerprinting unit is \$1,620.00. This represents approximately an annual increase of less than 2% over the original maintenance price per unit of \$1,500.

In researching the availability of third party maintenance, DPSS confirmed \$1,620 per unit for maintenance is the same price as Crossmatch charges other public agencies.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements? No.

Period of Performance: Contract #017953 May 1, 2011 through April 30, 2012
Contract #010610 July 1, 2011 through June 30, 2012

Susan Loew

6-4-11

Department Head Signature

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

[Signature]
Purchasing Agent

6-15-11

Date



Dear Cross Match Customer:

***This is your quotation for maintenance contract renewal.
It is important that you verify your serial number for accuracy.***

Cross Match quotations for live scan system maintenance contract renewals are sent based on the serial number of the fingerprint or palm print scanner at the time of expiration. Customers with multiple scanners may receive several notices from our automated system throughout the year. For questions, or for a customized, comprehensive quotation, please contact us at: maintenancecontracts@crossmatch.com. We will need your company name, contact, phone and the serial numbers of all your scanners.

The renewal process is simple: If your company has credit terms, SIGN and DATE the quote page and return it by FAX to (561) 622-9938 prior to the expiration date (or FAX a signed Purchase Order accompanied by quote). The Accounting Office will issue Credit Customers an invoice based on signature or PO. If paying by Credit Card (MasterCard/VISA), attached to this quote find our credit authorize form. Fill out form completely, sign and FAX it to (561) 828-7717. If you do not feel comfortable adding your card number on the form please fill out the form, sign, FAX back then call 561-630-0468 with the credit card number. The Accounting Office will issue Credit Card Customers a paid invoice with the charge receipt.

Maintenance Contract Benefits:

- § **Unlimited repairs, all parts and labor covered by Cross Match for failures occurring under normal use. Avoid \$800 minimum repair charge applicable for units not under maintenance contract.**
- § **24/7 help-desk telephone support. Most Software issues to be resolved via modem connection to customer system. Avoid \$200 hourly rate charge applicable for systems not under maintenance contract.**
- § **Twenty-four hour (next business day) cross ship to replace field unit if failure is hardware related. Avoid delay in shipping unit to Cross Match Headquarters for repair.**
- § **Agency-mandated software updates provided under maintenance. Avoid \$1,000 fee per update.**
- § **Cross Match pays all shipping costs. Avoid freight charges.**

Please return your order for maintenance renewal by the expiration date to avoid a lapse in coverage after which time service calls will be at time/materials. **For lapsed contracts, we require a remote technical audit at a fee of \$300 for ten-print and \$500 for palm-print to confirm your system (s) is operable prior to moving forward with a maintenance contract.** If the audit reveals a need for repairs, they can be purchased at time/materials before the contract goes into effect. If systems are not kept under contract, systems older than three (3) years may require a computer upgrade.

The Customer Care Service Group Desk is toll free: 866-276-7761 or email: cmcc@crossmatch.com.

Cross Match provides on-site or campus training as well as remote training. Please let us know if you are interested in receiving a training quotation.

Special Notes:

GSA Contract: GS 35F-0199R; US Courts BPA USCA-05-C0198

Taxes are different in every state and are added to your invoice, if applicable, unless you fax current tax exempt certificate with your order.

For maintenance contract questions, contact us at: maintenancecontracts@crossmatch.com

Andres Munoz
Maintenance Contracts Administrator
561-624-5279



MAINTENANCE CONTRACT QUOTATION

Party Number : 5914
Customer Name : Department of Public Social Services
Contract Number : 010610

Date: May 6, 2011

Quote To:

Barry Tantlinger
Department of Public Social Services
 731 Palmyrita Avenue,
 RIVERSIDE, CA- 92507
 951 - 358-3293
 BTANTLIN@riversidedpss.org

Billing Address:

Customer: Department of Public Social Services
Address 1: Riverside County,
Address 2: 10281 Kidd Street, 1st Floor
City, State, ZIP : RIVERSIDE, CA - 92503

Proposed Contract Information

| Line Number | Description | Start Date | End Date | Tax | Amount |
|-------------|--|-------------|--------------|------|-----------|
| 1 | MAINTENANCE, 12 MONTH, 10-PRINT SYSTEM | Jul 1, 2011 | Jun 30, 2012 | 0.00 | 27,540.00 |

Type of Equipment

| Line Number | Description |
|-------------|---|
| 2 | BUNDLED ASSEMBLY, DESKTOP SYSTEM W/WIN XP - ID500 |
| 3 | BUNDLED ASSEMBLY, DESKTOP SYSTEM W/WIN XP - ID500 |
| 4 | BUNDLED ASSEMBLY, DESKTOP SYSTEM W/WIN XP - ID500 |
| 5 | BUNDLED ASSEMBLY, DESKTOP SYSTEM W/WIN XP - ID500 |
| 6 | BUNDLED ASSEMBLY, DESKTOP SYSTEM W/WIN XP - ID500 |
| 7 | BUNDLED ASSEMBLY, LAPTOP SYSTEM W/WIN XP - ID500 |
| 8 | BUNDLED ASSEMBLY, DESKTOP SYSTEM W/WIN XP - ID500 |
| 9 | BUNDLED ASSEMBLY, LAPTOP SYSTEM W/WIN XP - ID500 |
| 10 | BUNDLED ASSEMBLY, DESKTOP SYSTEM W/WIN XP - ID500 |
| 11 | BUNDLED ASSEMBLY, DESKTOP SYSTEM W/WIN XP - ID500 |
| 12 | BUNDLED ASSEMBLY, DESKTOP SYSTEM W/WIN XP - ID500 |
| 13 | BUNDLED ASSEMBLY, DESKTOP SYSTEM W/WIN XP - ID500 |
| 14 | BUNDLED ASSEMBLY, DESKTOP SYSTEM W/WIN XP - ID500 |
| 15 | BUNDLED ASSEMBLY, DESKTOP SYSTEM W/WIN XP - ID500 |
| 16 | BUNDLED ASSEMBLY, DESKTOP SYSTEM W/WIN XP - ID500 |
| 17 | BUNDLED ASSEMBLY, DESKTOP SYSTEM W/WIN XP - ID500 |
| 18 | FINAL ASSEMBLY - ID500 |

| | |
|------------------------|-------------|
| Contract Amount | \$27,540.00 |
| | |
| | |

If tax exempt, please supply copy of current tax exempt certificate. Cross Match will automatically charge tax on your invoice unless you supply copy of current tax exempt certificate with your order.

To renew your maintenance contract, fax signed copy of Quote or Purchase Order by date of expiration to Fax Number (561) 828-7717.

If not renewing, check this box and return by fax.

Contract Renewal Offered by:

Contract Accepted by: _____
Print Name: _____
Date: _____



Andres Munoz
Maintenance Contracts Administrator
Phone: 561-624-5279
Email: maintenancecontracts@crossmatch.com
Date : May 6, 2011

Customer Name : Department of Public Social Services

Scanner Serial Number(s) Confirmation:

Customer Notes /Comments (Please use the space below to update address and contact information.)



EXHIBIT D
MAINTENANCE PLAN

Reference Purchase Order: _____

The undersigned hereby elects to purchase from Cross Match Technologies, Inc. ("Cross Match") the Maintenance Plan as described herein for the period of time specified on the applicable Purchase Order.

Product Eligibility: The contract period for the Maintenance Plan commences after the warranty ends. Products are eligible for a Maintenance Plan provided that the warranty has not expired. Any such Product deemed ineligible by reason of not being covered by a current warranty is subject to a technical audit conducted by Cross Match prior to the product being eligible for a Maintenance Plan. This audit may be conducted on-site or through a remote data connection to the Product. If the result of the audit indicates the Product is ineligible for Maintenance, Cross Match will indicate what changes to the Product are required to make the Product eligible. The audit and any required changes to the Product are a billable service at the hourly and material rates in effect at the time the service is ordered.

This Maintenance Plan shall not apply to any software product or interface customized by Cross Match to meet Purchaser's specific requirements. Purchaser-furnished equipment or software, third party software or End-User-furnished equipment is not eligible.

Fees and Charges: The prices for the Maintenance Plan can be found in the Cross Match Price List in effect at the time the plan is purchased. Services requested by Purchaser and delivered by Cross Match that are outside the scope of the Maintenance Plan are billable to Purchaser at Cross Match's hourly and material prices in effect at the time of service.

Technical Support: This Maintenance Plan provides Purchaser with post-warranty remedies for Product defects. To obtain service under this Maintenance Plan, Purchaser must contact the Cross Match Customer Care Center. **The deliverables as described herein do not flow through Purchaser to Purchaser's End Users.**

Hardware: Purchasers may report any defects in the hardware Products by contacting Cross Match's Customer Care Center twenty-four (24) hours a day, seven days per week, excluding national holidays. Once the defect is verified by Customer Care Center, Cross Match will ship replacement equipment no later than the next business day. CrossMatch will also facilitate the return of the defective equipment. With certain equipment, the Purchaser may be required to transmit to Cross Match certain electronic files so that the replacement unit can be preconfigured prior to shipment. The Purchaser must pack the defective unit and make it available to Cross Match's common carrier agent at the time of scheduled pickup. Not doing so may result in extra charges to the Purchaser.

Software: In the event of the discovery of any software non-conformance, the Purchaser may report such alleged non-conformance to the Cross Match Customer Care Center. The Customer Care Center will work with the Cross Match-trained on-site caller to verify and resolve the problem. If unable to resolve the problem through telephone consultation, the Customer Care Center will remotely connect to the Purchaser's system through a Purchaser-provided data connection to perform advanced diagnosis and analysis. During the time of the remote data connection, the Purchaser must provide a voice telephone line for the on-site caller. If Cross Match is unable to resolve the problem through the remote data connection, then Cross Match, at its sole discretion, may dispatch a Cross Match technician for on-site diagnosis and analysis. If the problem is determined to be a defect in the Cross Match-supplied software, then the on-site work shall be provided free of charge and at no additional cost to the Purchaser. Cross Match will deliver a software correction to remedy the nonconformance. If the problem is determined not to be a defect covered for any reason under this Maintenance, then the on-site work may be billable.

THE FOREGOING CONSTITUTES YOUR SOLE AND EXCLUSIVE REMEDY AND CROSS MATCH'S SOLE AND EXCLUSIVE LIABILITY IN CONNECTION WITH YOUR CROSS MATCH PRODUCT, AND IS IN LIEU OF ANY AND ALL OTHER REMEDIES WHICH MAY BE AVAILABLE TO YOU.

Exclusions: Cross Match shall incur no liability under this Maintenance Plan and is voidable by Cross Match if in Cross Match's sole reasonable opinion: (a) the Product is used other than under normal use and under proper environmental and/or electrical conditions, as specified in the Product manual; (b) the Product is not maintained as specified in the product manual; (c) the Product is subject to abuse, misuse, neglect, accident, flooding, storm, lightning, power surges, dirty power, third-party errors or omissions, or acts of God; (d) the Product is modified or altered (unless expressly authorized in writing by Cross Match); (e) the Product is installed or used in combination or in assembly with products not supplied or authorized by Cross Match; (f) there is a failure to follow specific restrictions or operating instructions; or (g) payment for the Product has not been timely made.

This Maintenance Plan does not provide additional hardware or computing platform software or its installation when required by



Cross Match software supplied hereunder. If required, these may be obtained from Cross Match at the published prices in effect at such time.

The Maintenance Plan does not cover nondurable consumable items including, but not limited to, batteries, paper, silicone membranes, cleaning solution, towels, printer cartridges and cables. Replacement supplies of these items may be ordered by contacting Cross Match Sales at 866-725-3926. The Maintenance Plan does not cover third party peripheral equipment (such as laptops and printers) that is connected or otherwise used in conjunction with the Cross Match Product. Customers should contact the manufacturer of such third party equipment regarding suspected defects in such equipment.

Cross Match's obligations hereunder are contingent upon your providing the Product serial number as proof-of-purchase, and upon Cross Match's determination that the suspected malfunction is actually due to defects in material or workmanship.

THIS MAINTENANCE PLAN IS NOT TRANSFERABLE OR ASSIGNABLE TO ANY THIRD PARTY AND SHALL BE FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ORIGINAL PURCHASER OF THE PRODUCT COVERED HEREUNDER; ANY ATTEMPTED TRANSFER OR ASSIGNMENT HEREOF SHALL BE VOID AB INITIO.

Cross Match reserves the right to improve/modify products at any time, at its sole discretion, as it deems necessary.

The ID 2500 system is not eligible for the Maintenance Plan.

The purchase of this Maintenance Plan is a final sale; it is neither returnable nor refundable.

By signing this Agreement, Purchaser agrees to pay for the Maintenance Plan covering the Products set forth in the above referenced Purchase Order.

CROSS MATCH TECHNOLOGIES, INC.

PURCHASER:

By: _____

Name of Purchaser

Name: _____

By: _____

Title: _____

Name: _____

Title: _____



Cross Match Technologies Credit Card Form

Credit Card Authorization Section

Visa, MasterCard or American Express Only

By initialing this section _____, you are giving Cross Match Technologies, Inc. authorization to charge your company's credit card.

Credit Card Number _____

Expiration Date _____

SEC Code _____

Amount Authorized \$ _____

Credit Card Bill to Address _____

Credit Card State & Zip Code _____

Please note: Prices may vary depending on applicable sales tax. If sales tax is over \$500.00, you will receive a revised CCard Authorization form to approve.