



# County of Santa Clara

Office of the County Executive

Procurement Department

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San Jose, CA 95134

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## **THIRD AMENDMENT TO AGREEMENT NO. CW2233126 BY AND BETWEEN THE COUNTY OF SANTA CLARA AND IDEMIA IDENTITY & SECURITY USA LLC.**

This is the Third Amendment to the Agreement between the County of Santa Clara (County) and Idemia Identity & Security USA LLC (Contractor) originally entered into on October 1, 2019 to provide Automated Fingerprint Identification System (AFIS) including AFIS Disaster Recovery and Live Scan maintenance and support for the County.

This Agreement is amended as follows effective January 20, 2022:

1. Key Provision, **TOTAL VALUE** on page 1 of this Agreement is revised to read: "The total not to exceed value of this Agreement is \$2,526,523 which represents an increase of \$3,523 from the prior not to exceed value of \$2,523,000.

Contractor understands that this not to exceed value does not represent a commitment by County to Contractor.

2. Add **EXHIBIT B-3, SUPPLEMENTAL MAINTENANCE FEES SCHEDULE**; attached hereto and incorporated herein by this reference.
3. **EXHIBIT A, COUNTY OF SANTA CLARA TERMS AND CONDITIONS**, is revised to add the following provision:

### **68. COVID-19 REQUIREMENTS**

Contractor shall comply with all County requirements relating to COVID-19 for persons performing work onsite at a County facility, including but not limited to vaccination requirements. Contractor shall also comply with all local, state, and federal laws relating to COVID-19.

Upon entering this Agreement, Contractor certifies that it and its subcontractors are compliant with all current County requirements relating to COVID-19. Contractor and its subcontractors must stay up to date with any new or revised County requirements and timely comply with them. Contractor further certifies that it and its subcontractors are compliant, and will remain compliant, with all local, state, and federal laws, regulations, and health officer orders relating to COVID-19.

Contractor shall comply with all reasonable requests by County for documentation demonstrating compliance with County requirements relating to COVID-19. Failure by Contractor and any subcontractors to comply with any such requirements (including but not limited to vaccination and masking requirements) is a material breach of this Agreement, and the County may, in its sole discretion terminate this Agreement immediately or take other action as the County may determine to be appropriate

4. Replace all references to "o365-isoteam@sccconnect.onmicrosoft.com" with "cybersecurityteam@iso.sccgov.org" in Section 63(4) of **EXHIBIT A, COUNTY OF SANTA CLARA STANDARD TERMS AND CONDITIONS**.
5. Replace all references to "TLC@isd.sccgov.org" with "support@tss.sccgov.org" in Section 4(d) of **EXHIBIT E, COUNTY INFORMATION TECHNOLOGY USER RESPONSIBILITY STATEMENT FOR THIRD PARTIES** and Sections 8(d), 8(g) and 9(c)(ii)(i) of **EXHIBIT F, VENDOR REMOTE ACCESS STATEMENT**.
6. Replace all references to "(408) 918-7000" with "(408) 970-2222" in Section 4(d) of **EXHIBIT E, COUNTY INFORMATION TECHNOLOGY USER RESPONSIBILITY STATEMENT FOR THIRD PARTIES** and Sections 8(d), 8(g) and 9(c)(ii)(i) of **EXHIBIT F, VENDOR REMOTE ACCESS AGREEMENT**.

All other terms and conditions of the Agreement, as amended, remain in full force and effect. In the event of a conflict between the original Agreement, as amended, and this Amendment, this Amendment controls.


Contract Administered by: David Strausser, Strategic Sourcing Officer, at (408) 491-7447 or [david.strausser@prc.sccgov.org](mailto:david.strausser@prc.sccgov.org)


Prepared by: Sabrina Teixeira, Buyer III at (408) 491-7467 or [Sabrina.Teixeira@prc.sccgov.org](mailto:Sabrina.Teixeira@prc.sccgov.org)

The Agreement No. CW2233126 as amended, constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.


By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

COUNTY OF SANTA CLARA

DocuSigned by:  
 1/19/2022  
 Scott Zimmer  
 Strategic Sourcing Manager  
 Date

DocuSigned by:  
 1/20/2022  
 Gene Clark, CPM  
 Chief Procurement Officer  
 Date

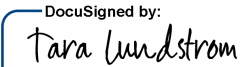
CONTRACTOR:

DocuSigned by:  
 1F6939510E4947C  
 Casey Mayfield  
 Print: Casey Mayfield

Title: VP State & Local Enrollment Services

Date: 1/19/2022

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:  
 1/19/2022  
 Tara Lundstrom  
 Deputy County Counsel  
 Date

Attachment:  
EXHIBIT B-3, SUPPLEMENTAL MAINTENANCE FEES SCHEDULE

**EXHIBIT B-3**  
**SUPPLEMENTAL MAINTENANCE FEES SCHEDULE**

The table below applies to the maintenance and services fee schedule for the Idemia Applicants LiveScans machines that are currently in place at the County of Santa Clara Sheriff's Office.

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
EQUIPMENT LOCATION: 5500-TPE-ED-M95 TPE-5535-ED	SANTA CLARA COUNTY SHERIFF - 1601 SOUTH DEANZA BOULEVARD CUPERTINO, CA 95014  ANNUAL 9X5 MAINTENANCE January 1, 2022 to March 31, 2022	AFD176001063	1	\$542.50
EQUIPMENT LOCATION: 5500-TPE-EO-M95 TPE-5535-ED	SANTA CLARA COUNTY SHERIFF - 55 W YOUNGER AVE SAN JOSE, CA 95110-1721  ANNUAL 9X5 MAINTENANCE January 1, 2022 to March 31, 2022	AFD176001064	1	\$542.50
5500-TPE-ED-M95 TPE-5535-ED	ANNUAL 9X5 MAINTENANCE January 1, 2022 to March 31, 2022	AFD176001065	1	\$542.50
EQUIPMENT LOCATION: 5500-TPE-ED-M95 TPE-5535-ED	SANTA CLARA COUNTY SHERIFF - 711 SERRA STREET PALO ALTO, CA 94305  ANNUAL 9X5 MAINTENANCE January 1, 2022 to March 31, 2022	AFD176001066	1	\$542.50
EQUIPMENT LOCATION: 5500-TPE-ED-M95 TPE-5535-ED	SANTA CLARA COUNTY SHERIFF - 80 HIGHLAND AVENUE SAN MARTIN, CA 95046  ANNUAL 9X5 MAINTENANCE January 1, 2022 to March 31, 2022	AFD176001067	1	\$542.50
EQUIPMENT LOCATION: 5600-TPE-ED-M95 TPE-5648-ED	SANTA CLARA COUNTY SHERIFF - 150 W HEDDING SAN JOSE, CA 95110  ANNUAL 9X5 MAINTENANCE January 1, 2022 to March 31, 2022	AFG186001012	1	\$810.00
			<b>Total:</b>	<b>\$3,522.50</b>