500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: September 27, 2021

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Lisa Burnham, Controller
Chief Frank Nastasi, Police Department
Captain Andrew Satterfield, Police Department
Lt. Michael Giorgi, Police Department
Sgt. Daniel Langbeen, Police Department
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: Oakland County Cooperative Purchase LiveScan System Upgrade – Police Department

History

The Troy PD Lockup facility operates and maintains a LiveScan fingerprinting system in conjunction with Oakland County CLEMIS (Courts and Law Enforcement Management Information Systems). Oakland County has determined that this system has reached end of life, and therefore Troy needs to replace it.

This system allows lockup staff to perform the required fingerprints for individuals who have been arrested, to fingerprint perspective employees and others as part of background investigations, and to complete fingerprints required by 52-4 District Court. Oakland County has advised that the hardware and software of our current LiveScan devices will not be supported after December 31, 2021. This will affect all agencies that use CLEMIS.

This project has identified the replacement cost through Oakland County CLEMIS and has opted to replace the current equipment with like kind and quality. This project will replace all necessary equipment. System maintenance and preventative services for the LiveScan equipment will continue to be provided by Oakland County (Resolution #2008-03-106-F4c).

IDEMIA's fully integrated LiveScan solution provides Troy Police Department with the following features and benefits:

- Single-source vendor for all components of the LiveScan solution, including the AFIS interface for records submission to the State
- Certification to the FBI's Electronic Fingerprint Transmission Specifications
- "Hit/No Hit" Response from the State AFIS Search
- Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- Quick check, review, and edit can be performed on each print

Purchasing

- Pricing for the TPE-5600-ED-TS LiveScan Cabinet fingerprinting equipment, installation and training has been secured from *IDEMIA Identity & Security USA LLC of Anaheim, CA* through the Oakland County Cooperative Purchasing Contract #006142 as detailed in the attached quote IDMI-L082421-02.
- City Council authorized participation in the Cooperative Purchasing Program on November 9, 2020 (Resolution #2020-11-165-J-8)

Financial

Funds are budgeted and available in the Police Department General Equipment Capital Fund under Project Number 2022C0013 for the 2022 fiscal year. Expenditures will be charged to account number 401.301.11.325.7978.010

Recommendation

City Management recommends waiving the bid process and awarding a contract to *IDEMIA Identity & Security USA LLC of Anaheim, CA* for the purchase and installation of the LiveScan Fingerprinting System at the Troy Police Department for an estimated total cost of $16,712 as detailed in the attached quote and as per the Oakland County Cooperative Purchasing Contract #006142. It is also recommended that City Council approve ongoing annual maintenance and preventative services with Oakland County for an estimated cost of $2,880 per year.

5515 East La Palma Avenue, Suite 100
Anaheim CA 92807

August 24, 2021

Sgt. Dan Langbeen
Sergeant – Lockup and Communications
Troy Police Department
500 W Big Beaver Rd
Troy, MI 48084

Email: Langbeend@troymi.gov
Tel: 248.524.3556

Reference No. IDMI-L082421-02

IDEMIA is pleased to provide Troy Police Department with the following price quote for the IDEMIA LiveScan System equipped with the accepted State of Michigan-Oakland County/CLEMIS software and workflows.

IDEMIA's fully integrated LiveScan solution provides Troy Police Department the following features and benefits:

- Single-source vendor for all components of the LiveScan solution, including the AFIS interface for records submission to the State
- Certification to the FBI's Electronic Fingerprint Transmission Specifications
- "Hit/No Hit" Response from the State AFIS Search
- Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- Quick check, review, and edit can be performed on each print
- All LiveScan configurations include on-site installation, training, and 1 Year on-site warranty

Solution Description and Pricing

IDEMIA proposes the equipment and services described in Table 1.

Tenprint/Palmprint – Cabinet Adjustable Height**

Table 1. Pricing **Price source: SL-LAWENF**

	Description	Unit Price
TPE-5600-ED-TS *TPE-CSTX-MI001* *TPE-CSTX-MIPALM* *TPE-COMX-FTP-SSH* *TP-IAT-CUSTOM* *47FRT*	**IDEMIA LiveScan System Cabinet AH Tenprint/Palmprint, including:** ◆ IDEMIA LiveScan System Software ◆ FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology ◆ Computer, Touch Screen Monitor, keyboard ◆ Ruggedized Cabinet – Adjustable Height ◆ Standard Michigan/Oakland-CLEMIS defined Workflows and profiles ◆ On-site Installation / On-site Training ◆ **Warranty**: 1 Year **On-site *Advantage*** Solution warranty, 9X5, Next day on-site response and parts replacement ◆ Freight	**$16,712**
5600-TPE-ED-M95	**Annual Maintenance (to start after 1st year Warranty)** 1 Year **On-site *Advantage*** Solution, 9X5, Next day on-site response and parts replacement	**$2,380**

Current shipping is 30+ days after receipt by IDEMIA of Troy Police Department completed pre-installation documentation, or as otherwise scheduled.

***Current shipping of Adjustable Height Cabinet is 60+ days.*

Options and Pricing

IDEMIA equipment options and pricing described in Table 2. **Options Pricing**

	Description	Unit Price
TPE-PRT-DUP	Printer Black & White Tenprint Card, Duplexer	**$1,100**
PRT- DUP- M95	Printer: Annual Maintenance (to start after the 1st Year Warranty)	**$199**

IDEMIA LiveScan System – Details

Table 3. Details

Item	Description
Michigan Enterprise Customization	♦ Supported TOT'S: CRMBLD=CAR, CRIMCOURT=CAR, MAP ♦ Transmission method: NATMS and NIST file output to local drive ♦ Return messages: NATMS Return Messages (if in use) ♦ Michigan Touch Print Enterprise customization (*for Palm capture*)
TPE-COMX-FTP-SSH	♦ Touch Print Enterprise Fingerprint Record Transmission via FTP over SSH (SFTP)--secure FTP Communication using SSH (Secure SHell)

Customer Responsibilities

Troy Police Department is responsible for the following:

- ♦ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ♦ Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- ♦ To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- ♦ Providing the necessary local area and wide area networking (LAN and WAN) including service and backend connectivity as well as any required VPN authorizations
- ♦ Obtaining all required authorizations for connectivity.

NOTE: Troy Police Department is encouraged to contact Larry Adams, CLEMIS Application Support, Email: adamsl@oakgov.com for establishing connectivity to the Oakland County/CLEMIS server prior to purchasing an IDEMIA LiveScan System.

Assumptions
In developing this proposal, IDEMIA has made the following assumptions:

- The proposed IDEMIA LiveScan System shall conform to the existing IDEMIA LiveScan configuration. Any additional functional requirements may be treated as change orders.
- An inter-agency agreement between Troy Police Department and applicable receiving agencies will be in place.
- Troy Police Department will provide all necessary communication for connectivity. This includes, but is not limited to hubs, routers, modems, etc.

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Troy Police Department database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 30 days after the date of the invoice.

Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached. Pricing is based on ***Event ID 004850***. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, IDEMIA will makes its best effort to provide a suitable replacement.

Proposal Expiration: December 30, 2021

Purchase orders should be sent to IDEMIA by electronic mail, facsimile or U.S. mail. Please direct all order correspondence, including Purchase Order, to:

Noemi Islas
IDEMIA
5515 East La Palma Avenue, Suite 100
Anaheim, CA 92807
Email: noemi.islas@us.idemia.com | **Office: (714) 238-2082**

We look forward to working with you.

Sincerely,



Michael Hash
Vice President Justice and Public Safety
IDEMIA Identity & Security USA LLC

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
Software Support 9X5*	**Included in Warranty**	**Available for purchase**
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support – On-site 9X5*	**Included in Warranty**	**Available for purchase**
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	**Included in Warranty**	**Available for purchase**
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
Hardware Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

**Customer local time*

Idemia Identity & Security USA LLC ● 5515 East La Palma Avenue, Suite 100, Anaheim, CA 92807 ● www.na.idemia.com

By signing this signature block below, Troy Police Department agrees to the terms and pricing stated in this price quote for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes IDEMIA, LLC to ship and provide these product and services:

Signature Authorization for Order:

Signature _____

Name _____

Date _____

Total Purchase Price (including any Options): $_____

PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

Please provide Billing Address:

_____

_____

_____

Billing Contact name

Telephone number ( )

Email

Check if Billing Address is same as Shipping Address: ☐

Please provide Shipping Address (if different from Billing Address):

_____

_____

_____

Technical Contact name

Telephone number ( )

Email

Idemia Identity & Security USA LLC Short Form Sales Agreement

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, California 92807 and _____, ("Customer"), having a place of business at _____, enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated _____. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. $_____, excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. **LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement**.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights,. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Idemia Identity & Security USA LLC ("SELLER"):

Signed_____

Name_____

Title_____

Date_____

NAME ("CUSTOMER")

Signed_____

Name_____

Title_____

Date_____

EXHIBIT A – SOFTWARE LICENSE AGREEMENT
In this Exhibit A, the term "Licensor" means Idemia Identity & Security USA LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

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1.5 "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

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6.2 IDEMIA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to

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6.3. Warranty claims are described in the Primary Agreement.

6.4. **The express warranties set forth in this Section 6 are in lieu of, and IDEMIA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not IDEMIA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, IDEMIA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.**

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8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that IDEMIA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to IDEMIA for which monetary damages would be inadequate. If Licensee breaches this Agreement, IDEMIA may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

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SECTION 10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are IDEMIA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

SECTION 11. GENERAL

11.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of IDEMIA and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. PREVAILING PARTY. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6 SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.