

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

21-131

SAP Number

## Human Services Personnel

**Department Contract Representative**  
**Telephone Number**

David Quiroz  
 (909) 386-3713

**Contractor**  
**Contractor Representative**  
**Telephone Number**  
**Contract Term**

Biometrics4ALL, Inc.  
 Edward Chen  
 (714) 801-2009  
 February 9, 2021 through February 8, 2026

**Original Contract Amount**  
**Amendment Amount**  
**Total Contract Amount**  
**Cost Center**

\$768,000 estimated  
 \$  
 \$768,000 estimated

Biometrics4ALL California Department of Justice Services Agreement with Biometrics4ALL for services to electronically transmit records received from the County fingerprinting system to Cal-DOJ in the amount not to exceed \$64 per transaction with an estimated 12,000 transactions, for an estimated amount of \$768,000 for the period of February 9, 2021 through February 8, 2026.

### FOR COUNTY USE ONLY

Approved as to Legal Form

► *Bonnie Uphold*

Bonnie Uphold, Deputy County Counsel

Date 2-3-21

Reviewed for Contract Compliance

DocuSigned by:

*Jennifer Mulhall Dandel*

Jennifer Mulhall Dandel, HS Contracts Unit

Date February 3, 2021

Reviewed/Approved by Department

DocuSigned by:

*CaSonya Thomas*

CaSonya Thomas, Assistant Executive Officer

Date February 3, 2021

**BIOMETRICS4ALL**  
**CALIFORNIA DEPARTMENT OF JUSTICE**  
**SERVICES AGREEMENT**

1. This is an agreement between Biometrics4ALL, Inc. ("Biometrics4ALL") and the "Client" who subscribes to Biometrics4ALL's products and services related to fingerprint submissions to the California Department of Justice (Cal-DOJ). Biometrics4ALL and the Client may hereon be individually referred to as "Party" or collectively as "Parties".
2. **Description of Services.** Biometrics4ALL operates and maintains a secured connection with the DOJ Applicant Communication Network (ACN) and provides electronic fingerprinting systems for the purpose of transmitting non-criminal justice requests for Criminal Offender Record Information (CORI) to the CalDOJ and other entities. Client operates one or more Fingerprinting Systems in accordance with the requirements set forth by the Applicant Communication Network Terms and Conditions for Private Service Providers in California ("DOJ Terms & Conditions") for Peer Service Providers. Client subscribes to Biometrics4ALL's Cal-DOJ connection service and/or software subscriptions.
3. **Scope of Service.** Biometrics4ALL Server shall electronically transmit records received from the Client Fingerprinting System(s) to Cal-DOJ according to the requirements set forth in the DOJ Terms & Conditions. Biometrics4ALL will use its best efforts to perform and upkeep of its products and services. Biometrics4ALL shall maintain Client's subscribed software in accordance with relevant government specifications.
4. **Commitment to Comply with All Cal-DOJ Requirements.** Parties shall maintain its good standing status with the Cal-DOJ and in compliance with Cal-DOJ Terms & Conditions.
  - Biometrics4ALL shall comply with the demands of Cal-DOJ to suspend or terminate its services to the Client for any reason(s) identified by Cal-DOJ. Biometrics4ALL may at its sole discretion to remove Cal-DOJ picklist tables from the Client's Live Scan system to prevent unauthorized collection amid Cal-DOJ suspension or termination.
  - Should either Party fail to maintain its good standing status with Cal-DOJ, the other Party may immediately terminate this Agreement.
  - Client shall ensure all fingerprint operators are Cal-DOJ certified individual with a Fingerprint Certificate (FPC) number.
5. **Invoices, Payments, and Funds Transfers.** Biometrics4ALL shall be entitled to compensation rate as specified in Exhibit C – Service Fees. Biometrics4ALL shall notify the Client of any Service Fee changes with a 30 days advanced email notice.
  - Biometrics4ALL shall invoice the Client by the 5<sup>th</sup> of each month for services rendered by either Party in the prior month.
  - Client shall remit payments to Biometrics4ALL Net 30 days from receipt of invoice.
  - Biometrics4ALL shall reimburse any net balances owed to the Client by the 20<sup>th</sup> of each month if the Client is setup with Automated Clearing House (ACH) service; otherwise, the net amount owed shall be credited to the Client's in Biometrics4ALL's financial ledger as a credit to be used for future products or services.
6. **Intentionally omitted.**



**7. Intentionally omitted.**

**8. Limited Liability.** Biometrics4ALL's Service Prices reflects the allocation of risk and limitation of liability specified below.

- NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER PARTY'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN AGREEMENT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.
- Biometrics4ALL and Client shall not be responsible for any outages, interruptions, or circumstances beyond its control. This shall include but not be limited to record loss or record rejection.
- Biometrics4ALL's total liability to Client for damages, costs, and expenses shall not exceed the compensation received by Biometrics4ALL under this Agreement.
- Both parties shall take all reasonable precautions to safeguard the privacy and confidentiality of all of the received data, business strategy, pricing, etc. However, Biometrics4ALL shall not be responsible for any loss or dissemination of the Client's data or materials unless it results from Biometrics4ALL willful misconduct or gross negligence.
- Notwithstanding the foregoing, the provisions of this Limited Liability provision shall not limit, reduce or restrict either party's obligations under the Indemnification provisions of this Agreement.

**9. Terms and Agreement Termination.** The Agreement shall be effective for a period of five years from the execution date unless otherwise lawfully terminated in accordance to the termination clause defined in the Agreement.

- Parties may immediately terminate the Agreement if either party failed to maintain good standing status with Cal-DOJ.
- Parties may immediately terminate the Agreement if either party failed to maintain good financial standing with the other Party or Cal-DOJ.
- Either party may terminate this Agreement, for any reason, at any time, by giving at least 60 days written notice of termination.
- Biometrics4ALL and the Client will be entitled to full payment for services rendered prior to the date of termination.

**10. Taxes.** Client shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, national, state, or otherwise, however designated; which are levied or imposed by reason of transactions contemplated by this Agreement, except those which arise as a result of income, including withholding taxes or similar deductions. Without limiting the foregoing, Client shall promptly pay to Biometrics4ALL an amount equal to any such items actually paid, or required to be collected or paid by Biometrics4ALL.

**11. Dispute Resolution.**

- **PREVENTION OF CLAIMS.** Biometrics4ALL acknowledges that differences may arise between Biometrics4ALL and Client, which may become claims against one another. Biometrics4ALL and



Client agree to identify differences in advance and discuss the potential causes of disputes. In good faith, we agree to reach a reasonable resolution and financial settlement.

12. **Entire Agreement.** This is the entire agreement between the parties. This Agreement replaces previously executed Agreement For Cal-DOJ Connection Services. It also replaces and supersedes any previous oral and written agreements between the parties. Any modifications or amendments to this Agreement must be in writing, signed, and dated by Biometrics4ALL and the Client.
13. **Governing Law.** This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of California as applied to transactions to be carried out wholly within California by California residents. Any proceedings relating to the subject matter hereof shall be maintained in the state or federal courts of Orange County, California, which courts shall have exclusive jurisdiction for such purpose. Each of the parties waives any objection to venue or in personal jurisdiction, provided that service is effective.
14. **Indemnification.** Biometrics4ALL shall defend, indemnify and hold harmless Client and its parent, affiliates and subsidiaries, and their officers, agents, and employees from all claims, suits, actions, demands, damages, liabilities, expenses (including reasonable fees and disbursements of counsel), judgments, settlements, and penalties of every kind (hereafter "Claims") made by or payable to a third party and arising from any bodily injury (including death) or physical damage to tangible or real property to the extent set forth below. If a claim is the result of the joint negligence, misconduct, or fault of Biometrics4ALL and Client, the amount of the claim for which the indemnified party is entitled to indemnification shall be limited to that portion of the claim attributable to the negligence, misconduct or other fault of the other party.
  - Each party shall promptly notify the other in writing of any claim covered by this indemnity or the indemnity set forth below. Promptly after receipt of such notice, the indemnifying party shall assume the defense of such claim with counsel reasonably satisfactory to the other party. If the indemnifying party fails, within a reasonable time after receipt of such notice, to assume the defense with counsel reasonably satisfactory to the other party, then such other party shall have the right to undertake the defense, compromise and settlement of such claim for the account and at the expense of the indemnifying party. The indemnified party shall provide reasonable assistance to the indemnifying party, at the indemnifying party's cost and expense, in connection with any claim. Notwithstanding the foregoing, if the indemnified party in its sole discretion so elects, such indemnified party may also participate in the defense of such claims on a noncontrolling basis by employing counsel at its expense, without waiving the indemnifying party's obligations to indemnify or defend. A Party shall neither settle nor compromise any claim or consent to the entry of any judgment without the prior written consent of the other party and without an unconditional release of all liability by each claimant or plaintiff with respect to such other party.
15. **Severability.** If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.
16. **Electronic Signature.** This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the



same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

IN WITNESS WHEREOF, Client hereby explicitly agrees with the terms stated in this Agreement.

**CLIENT**

Company Name

(if applicable): County of San Bernardino

Signed: \_\_\_\_\_

Print Name: Curt Hagman

Title: Chairman of the Board of Supervisors

**FEB 09 2021**

Date: \_\_\_\_\_

**Biometrics4ALL, Inc.**

DocuSigned by:

Signed: \_\_\_\_\_

\_\_\_\_\_

A0C8BBE36F314AF...

Print Name: Edward Chen

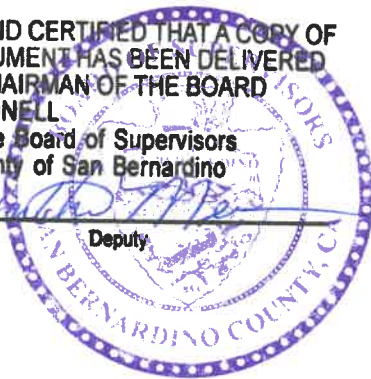
Title: President/CEO

Date: January 12, 2021

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD  
LYNNA MONELL  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By \_\_\_\_\_

Deputy



## EXHIBIT A

**Intentionally Deleted**



## EXHIBIT B

**Intentionally Deleted**



## EXHIBIT C

### SERVICE FEES

Service Fees are subject to change with email notice and clear reflection in the invoice. Unless otherwise agreed to in writing, the following Service Fees shall be applied. Clients exceeding 2,500 transactions per year, please contact [sales@biometrics4all.com](mailto:sales@biometrics4all.com) to check if special pricing is available. Software Subscription requires the base Live Scan software to be covered by one of the Maintenance Plans.

Service	Fee
Tenprint Transaction Relay Fee	\$0.75 per transaction with a monthly fee cap of \$150/system
Cal-DOJ "Flats on Apps" Transaction Relay Fee and Live Scan TOT Software Subscription	\$4.00 per transaction with no monthly cap for profit organization. \$2.80 per transaction with no monthly cap for 501(c) non-3 profit organization.
FINRA Transaction Relay Fee and Live Scan TOT Software Subscription	\$8.00 per transaction with no monthly cap.

