

Cellebrite Inc.
 7 Campus Drive
 Suite 210
 Parsippany, NJ 07054
 USA

Tel. +1 201 848 8552
 Fax. +1 201 848 9982
 Tax ID#: 22-3770059



Quote

Quote #:
 CB-69017
 Quote Date:
 Mar 14, 2017

Bill To: San Diego County Sheriff's Dept
 9621 RIDGEHAVEN CT
 Vista, California, 92123
 United States

Ship To: San Diego County Sheriff's Dept
 5575 OVERLAND AVE STE. 101
 San Diego, CA, 92123
 United States

Contact: Kevine Ky
Phone #: (858) 974-2306

Contact: Kevine Ky
Phone #: (858) 974-2306

Customer ID	Good Through	Payment Terms	Sales Rep
SF-00039105	Mar 17, 2017	Net 30	Zach Cohen

Item Code	Description	Quantity	Net Price
A-SOW-07-023	UFED Touch Ultimate SW renewal Starting from: Apr 1, 2017 To: Mar 31, 2018SN: 5922332 1135692639 , 5922503 9379737	2	\$6,197.98
A-SOW-11-003	UFED 4PC ultimate SW renewal Starting from: Apr 1, 2017 To: Mar 31, 2018SN: 9602048 2134615067	1	\$3,299

Subtotal:	\$9,496.98
Shipping & Handling:	\$ 0
Sales Tax (0%*):	\$0
Total:	\$9,496.98

Comments:

***SALES TAX DISCLAIMER:** Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.

Please include the following information on your PO for Cellebrite UFED purchase:
 - Please include the ORIGINAL QUOTE NUMBER (For example - M777) on your PO
 - CONTACT NAME & NUMBER of individual purchasing and bill to address

- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

Terms and conditions:

Cellebrite has three different terms of sale.

Any purchase of unlocking services are governed by <http://legal.cellebrite.com/CS-us-us/index.html>.

Any purchase of UFED Premium are governed by <http://legal.cellebrite.com/us/Cellebrite-Unlocking-Services-Terms-and-Conditions.pdf>.

Any other purchases of products or services, including without limitation training services, are governed by <http://legal.cellebrite.com/us/index.html>.

In addition to these terms, software is licensed by Cellebrite in accordance with an end user license agreement available at <http://legal.cellebrite.com/us/Cellebrite-EULA.pdf>.

A promotional purchase, including without limitation a zero dollar purchase, is deemed a purchase.

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.

Line #	Universal Forensic Extraction Device			Cellebrite Inc		FORENSIC STORE INC.		Award	
	Description	Qty	UOM	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
1	KIT UFED TOUCH LOGICAL TO LOGICAL To include the following: UFED Rubberized/Shockproof Housing (Foren-Glove) All Cables & Power Charging Tips (2ALL) Cable & Power Tips Organizer (Organizer-UFED) UFED Padded Carrying Case (Foren-Case) UFED Micro SIM Adapter (Foren-Microsimadaptr) UFED SIM ID Cloning Cards (Foren-SIM) UFED Micro SIM ID Cloning Cards (Foren-MicroSIM) Power Supply 12v 1000ma (8PS1000ma) Car Power Adapter (Foren-Car) USB Flash Drive (Foren-USB) Data Connectivity Cable (IUFED-Dataconn) Phone Power Up Cable (C-Pwrupcable) UFED Cleaning Brush (Foren-Brush) Memory Card Reader (Foren-Cardread)	3	EA	\$ 6,084.00	\$ 18,252.00	\$ 5,785.00	\$ 17,355.00	\$ 4,449.99	\$ 13,349.97
2	Trade in of UFED Standard Logical Device	3	EA	\$ (1,500.00)	\$ (4,500.00)	\$ (1,200.00)	\$ (3,600.00)		\$
3	UFED Touch Ultimate Software Renewal ONE (1) YEAR UFED Touch Ultimate Software Renewal - One (1) Year-SWULT-1 Ultimate License Renewal and Dongle has expiration date of 09/29/15.	1	EA	\$ 3,098.99	\$ 3,098.99	\$ 2,944.04	\$ 2,944.04	\$ 3,006.02	\$ 3,006.02
4	UFED Touch Logical Software Renewal ONE (1) YEAR UFED Touch Logical Software renewal - One (1) Year- SWUFTOUCH-1	2	EA	\$ 1,099.99	\$ 2,199.98	\$ 1,044.05	\$ 2,088.10	\$ 1,066.99	\$ 2,133.98
5	UFED Ultimate Add-On UFED-ULTADDON	3	EA	\$ 3,999.99	\$ 11,999.97	\$ 3,799.99	\$ 11,399.97	\$ 3,879.99	\$ 11,639.97
6	PHYSICAL USB DONGLE UFEDPHY-USBKEY	1	EA	\$ 2,499.00	\$ 2,499.00	\$ 2,374.05	\$ 2,374.05	\$ 2,424.03	\$ 2,424.03
Total				\$ 15,281.97	\$ 33,549.94	\$ 14,747.13	\$ 32,561.16	\$ 14,827.02	\$ 32,553.97
Payment Terms									
Delivery Days ARO				10		14		10	
Comments								Line 2 (covered in line item 1)	

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



338

FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
04/02/12

SUBJECT: Approval of a Multi-Year Sole Source Purchase Award to Cellebrite U.S.A. to Provide the Sheriff's Department Universal Forensic Cell Phone Extraction Devices and Service Support

RECOMMENDED MOTION: Move that the Board of Supervisors authorize the Purchasing Agent to purchase Universal Forensic Cell Phone Extraction Devices (UFED) with software licenses and service support from Cellebrite U.S.A. for a cost not exceed \$75,000 annually until June 30, 2018, without obtaining competitive bids in accordance with Ordinance 459.4.

(Continued on Page 2)

Will Taylor

 Stanley L. Sniff Jr., Sheriff-Coroner-PA
 Will Taylor, Director of Administration

FINANCIAL DATA	Current F.Y. Total Cost:	\$65,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$65,000	Budget Adjustment:	No
	Annual Net County Cost:	\$75,000	For Fiscal Year:	FY 2012-13

SOURCE OF FUNDS: Departmental Budget BR 13-076	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:
 APPROVE
 BY: *Elizabeth J. Olson*

 County Executive Office Signature

HUI Kevin K Crawford, CIO
 Departmental Concurrence
 Purchasing: *Mark Sailer* Mark Sailer, Assistant Director
 Policy Consent
 Policy Consent
 Dept Recomm.:
 Per Exec. Ofc.:

2012 APR 02 PM 3:22
 COUNTY OF RIVERSIDE
 CLERK OF SUPERVISORS

3-20

BOARD OF SUPERVISORS

FORM 11: Approval of a Sole Source Purchase of Forensic Cell Phone Extraction Devices from Cellebrite U.S.A.

BR 13-076

Page 2

BACKGROUND: On April 17, 2012 (3.14), the Board approved the sole source purchase of seven universal forensic cell phone extraction devices from Cellebrite U.S.A. Forensic cell phone extraction devices, as the name implies, recover, decode and analyze digital evidence from mobile phones or any device that has both internal memory and communication ability. Acknowledging Cellebrite's continued superior device performance and price reasonableness over the last year, and the Sheriff's fast expanding use of the extractors in every sector of Patrol, the department is requesting a five-year annual expense authorization of \$75,000 with this firm.

Last year, the Sheriff's Department detailed to the Board Cellebrite's superiority over its two main rivals: Susteen and Logicube. Currently, Cellebrite continues to lead in its accessibility to handset source codes. Its UFED's automatically extract data from over 4,000 different cell phones, including CDMA phones (ones that run on Sprint and Verizon), GSM phones (AT&T & most international carriers), iOS (iPhone, iPad, etc) devices, and Android devices were recently added. Susteen advertises access to over 4,000 phones; however their website listing shows only 3,014 phones. Currently, they lack the capabilities of full extraction, which varies from devices and carriers. Logicube advertises access to over 2,000 phones, but access to the tablet and ipad devices are currently not available.

In addition to cell phones, Cellebrite is also capable of extracting, decrypting, and decoding GPS Navigation devices. Although Logicube can also extract GPS devices, they are limited to extracting data from fourteen different GPS devices. Susteen currently does not offer any extraction capabilities on GPS devices, as they are still working on adding this feature. Cellebrite lists over one hundred GPS devices that they are capable of extracting information from, which include TomTom and Garmin. Cellebrite's UFED extracts data from GPS devices on locations, dates, time, and routes of all movements, geotags, and even deleted data.

Cellebrite also offers a "ruggedized" version which will endure the rigors of field use while offering the same functionality. Additionally, the ruggedized version carries 5 SIM ID Cloning cards rather than the traditional 3, as well as 5 Micro SIM ID Cloning cards. Ruggedized versions also include a UFED phone charger, hardened carrying case, UFED Forensic memory card reader, faraday bag, case embedded work surface, UFED Touch screen cover, and a UFED External Hard Drive.

Price Reasonableness: Cellebrite is offering the County the same discount offered state and local government and law enforcement agencies.

Previously, the Department purchased the Cellebrite "Classical" version device, and has acquired 10 of the devices since 2008. Cellebrite now manufactures the UFED Touch Logical extraction device and the UFED Touch Ultimate device. To upgrade the Classical version to function like the UFED Touch Logical version, the Physical/Ultimate Add-On Module has to be purchased. This device upgrade costs \$3,999. It must be noted that Cellebrite has announced it will be phasing out the Classical version within the next three years.

Cellebrite is offering the UFED Touch Logical for \$6,000, and this price includes

BOARD OF SUPERVISORS

FORM 11: Approval of a Sole Source Purchase of Forensic Cell Phone Extraction Devices from Cellebrite U.S.A.

BR 13-076

Page 3

the first year Logical software updates, live tech support, and new cables. The Ruggedized UFED Logical version costs \$7,999. This amount also includes the first year of Logical software updates, live tech support, and new cables. Subsequently, the yearly service update for both versions will cost \$999.99 per year. The vendor has maintained the same Logical software update cost since 2008.

The cost of the UFED Ultimate is \$9,499, and this amount includes a \$500 discount given to law enforcement agencies and the first year of Logical software updates, live tech support, and cables. The Ruggedized UFED Ultimate version costs \$11,499. This amount also includes a \$500 discount and the first year and law enforcement discount included as well, and the first year of Logical software updates, live tech support, and cables. Subsequently, the yearly service update for both versions will cost \$ 2,999 per year.

Date: March 20, 2013

From: Will Taylor, Finance Director Department/Agency: Sheriff's Department

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement; Request to purchase cell phone extraction devices, service updates and annual service agreement.

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.

1. **Supply/Service being requested:** Request to purchase Universal Forensic Cell Phone Extraction Devices (UFED), update services, and the annual services agreement for all devices.
 - Service Updates to the Classical UFED
 - UFED Touch Logical and Ruggedized version
 - UFED Touch Ultimate and Ruggedized version
2. **Supplier being requested:** Cellebrite USA, Corp.
3. **Alternative suppliers that can or might be able to provide supply/service:** Other similar products on the market are Susteen's Secure View 3, and Logicube CellDEK. Both competitors provide a fraction of the service, but not all of the services/features of the Cellebrite device, or as many contracts with other cell phone carriers as Cellebrite.

Contracts with cell phone carriers are essential because they allow Cellebrite access to proprietary information each carrier uses in their phones. Having this information is equivalent to having a key that unlocks the technology applicable to each phone/device, which results in a more expeditious and thorough collection of information. Cellebrite is usually up to date with all the new phone devices currently out in the market.

In addition, the Sheriff's Department has also purchased and used the Secure View and CellDEK devices. The Secure View and CellDEK devices do not support as many different types of cell phones as Cellebrite's product. The Sheriff's Department has also experienced downtime with the CellDEK device, and has had to return the device to the manufacturer for repairs on several occasions. The department has also experienced breakage problems with the Susteen product. These issues are an inconvenience, which limits the ability to capture real time data and keep up with a case load. These device manufacturers do not have the ability to access and update software with the cell phone companies as they do not have exclusive contracts with the carriers. Finally, Cellebrite provides monthly software updates that allow the department to remain current with technology.

4. **Extent of market search conducted:** Information on extraction device utility and durability was provided by computer forensic investigative personnel who have utilized the Secure View, CellDEK and Cellebrite devices to conduct forensic analysis. In a head-to-head comparison of all three devices used by the Sheriff's Department, the Cellebrite device provided the most hits,

and the most accurate information. Department staff has recently contacted Susteen and Logicube to inquire about their newest devices and determined that their devices still do not provide the same features as Cellebrite.

5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** Cellebrite's UFED Ultimate supports all cell phone platforms and is compatible with any mobile carrier. It has the capability of extracting information from phone applications such as social networks, phone applications, and GPS applications such as the Garmin.

Cellebrite has access to source codes as well as handsets before retail launch. The UFED automatically extracts data from over 4,000 different cell phones, including CDMA phones (ones that run on Sprint and Verizon), GSM phones (AT&T & most international carriers), iOS (iPhone, iPad, etc) devices, and Android devices were recently added. Susteen advertises access to over 4,000 phones; however their website listing shows only 3,014 phones. Currently, they lack the capabilities of full extraction, which varies from devices and carriers. Logicube advertises access to over 2,000 phones, but access to the tablet and ipad devices are currently not available.

In addition to cell phones, Cellebrite is also capable of decrypting and decoding TomTom navigations and follow locations, dates, time, and routes of all movements while the device has been on. Cellebrite's UFED also extracts data from GPS devices including fixes, favorite locations, geotags, and even deleted data. Cellebrite also offers a "ruggedized" version which will endure the rigors of field use while offering the same functionality. Additionally, the ruggedized version carries 5 SIM ID Cloning cards rather than the traditional 3 as well as 5 Micro SIM ID Cloning cards. Ruggedized versions also include a UFED phone charger, Rugged carrying case, UFED Forensic memory card reader, faraday bag, case embedded work surface, UFED Touch screen cover, and a UFED External Hard Drive.

6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** This is an ideal solution for the Sheriff's Department as the equipment can be utilized on or off-site for cell phone analysis. The compatibility with most cell phones is unparalleled which allows for thorough examinations.

The Sheriff's CATCH Unit has a device, but the demand for its use is high and cases are turned away or suffer lengthy waits because of the lack of resources. The Cellebrite system is portable, handheld, and has the ability to extract data in real time and can be self-powered by internal rechargeable battery, 12 volt vehicle power, or 15 volt AC power. This makes it convenient for the Sheriff's Department to conduct on-site forensic analysis on cell phones. Many, if not most, of the investigations involve cell phones, and smart phones (hand held computers), that require recovery of the evidence contained on them. Without a Cellebrite extraction device, the Sheriff's Department would not be able to collect valuable evidence. Cellebrite will improve the ability to support stations and agencies to gather essential evidence to use in trials. Furthermore, many victims have digital evidence on their mobile device and smart phones, and with this equipment the department will be able to recover and use it for a successful prosecution.

Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier: Cellebrite is offering the County the same discount offered state and local government and law enforcement agencies.

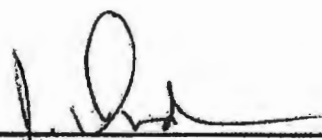
Cellebrite is offering the UFED Touch Logical for \$6,000, and this price includes the first year Logical software updates, live tech support, and new cables. The Ruggedized UFED Logical version costs \$7,999. This amount also includes the first year of Logical software updates, live tech support, and new cables. Subsequently, the yearly service update for both versions will cost \$999.99 per year. The vendor has maintained the same Logical software update cost since 2008.

Previously, the Department purchased the Cellebrite Classical version. Since 2008, we have purchased 10 of the devices. To upgrade the Classical version to function like the UFED Touch Logical, the Physical/Ultimate Add-On Module has to be purchased at a cost of \$3,999. Cellebrite has announced it will be phasing out the Classical version within the next three years. However, the \$6,000 purchase price of the Touch Logical version makes it a smarter purchase, since the total cost of the Classical with the Add-On module is approximately \$2,400 than that of the Touch Logical.

The cost of the UFED Ultimate device is \$9,499, and this amount includes a \$500 discount given to law enforcement agencies and the first year of Logical software updates, live tech support, and cables. The Ruggedized UFED Ultimate version costs \$11,499. This amount also includes a \$500 discount and the first year and law enforcement discount included as well, and the first year of Logical software updates, live tech support, and cables. Subsequently, the yearly service update for both versions will cost \$ 2,999 per year.

7. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).** Yes. The department will utilize the firm for product maintenance and software updates.

8. **Period of Performance:** The Department requests a five-year agreement, renewable in one year increments for an amount not to exceed \$75,000 annually, and contingent upon Cellebrite's product continuing its superior performance compared to its competitors. This amount will cover all new purchases of Cellebrite's devices, including the service update on the new devices and any existing devices.



Chief Deputy Signature

4/22/13

Date



Department Head Signature

4/22/13

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 75,000

One time

Annual Amount through 6-30-2018



4-22-13

13-452

Purchasing Agent

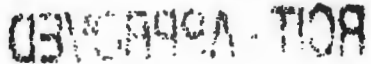
Date

Approval Number
(Reference on Purchasing Documents)



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
 To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for
Internal Use Only

REQUESTED PURCHASE: CELLEBRITE CELL PHONE EXTRACTION DEVICES AND MAINT. SERVICES																					
DEPARTMENT/AGENCY: SHERIFF DEPT.																					
CONTACT NAME/PHONE: SOKUN TRAN 955-9848																					
PURCHASE REQUEST: <input checked="" type="checkbox"/> NEW EQUIPMENT/SERVICES <input type="checkbox"/> UPGRADE <input type="checkbox"/> REPLACEMENT																					
PURCHASE TYPE: <input type="checkbox"/> PROFESSIONAL SERVICES <input checked="" type="checkbox"/> SOFTWARE <input type="checkbox"/> HARDWARE <input checked="" type="checkbox"/> RENEWAL																					
DESCRIBE REQUESTED PURCHASE	Cellebrite cell phone extraction devices are used for forensic data extraction. The Logical device is \$6K each and the Ultimate Touch device is \$10K each. Annual purchase and service maintenance on all devices not to exceed \$75K. Request on Form 11 is for all stations and bureaus.																				
BUSINESS NEEDS ADDRESSED	Support investigative functions 																				
ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> UNKNOWN																					
BUSINESS CRITICALITY <input checked="" type="checkbox"/> Run the business <input type="checkbox"/> Grow the business <input type="checkbox"/> Transform the business	BUSINESS IMPACT (SELECT ALL THAT APPLY) <input checked="" type="checkbox"/> Support current operations <input checked="" type="checkbox"/> Reduce Expenses <input checked="" type="checkbox"/> Improve Customer Service <input checked="" type="checkbox"/> Improve Operational Efficiencies																				
BUSINESS RISKS	Financial: n/a Operational: n/a Customer: n/a																				
ALTERNATIVE SOLUTIONS	1. [Solution] 2. [Solution] 3. [Solution]																				
TRANSACTION <input checked="" type="checkbox"/> Cash Purchase <input type="checkbox"/> Lease Purchase Lease Years: _____																					
PURCHASE COSTS Hardware: \$ 55,000 Software: \$20,000 Labor: \$	COST BENEFIT ANALYSIS																				
	<table border="1"> <thead> <tr> <th></th> <th>ALTERNATIVE STATUS QUO</th> <th>ALTERNATIVE</th> <th>ALTERNATIVE</th> </tr> </thead> <tbody> <tr> <td>Current Annual Cost</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Ongoing Annual Cost</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Annual Cost Savings</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Net Annual Savings</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		ALTERNATIVE STATUS QUO	ALTERNATIVE	ALTERNATIVE	Current Annual Cost				Ongoing Annual Cost				Annual Cost Savings				Net Annual Savings			
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RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
 To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for
Internal Use Only

TOTAL COST: \$ 75,000	Project Implementation Cost			
	Project Payback Period? yrs			

Department Head Signature: _____ Date: _____

RCIT RECOMMENDATION: for purchases and renewals under \$100,000

Recommended: Yes No (Non-recommended requests submit to TSOC)

By: _____ Date: _____

Chief Information Officer Signature: _____ Date: _____

RCIT explanation for non-recommended requests:

RCIT - APPROVED

TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals

Recommended: Yes No (In no, provide explanation below)

TSOC Chair Signature: _____ Date: _____

TSOC explanation for denied requests:

Cellebrite Inc.
 7 Campus Drive
 Suite 210
 Parsippany, NJ 07054
 USA
 Tel. +1 201 848 8552
 Fax. +1 201 848 9982
 Tax ID#: 22-3770059



Quote

Quote #:
 CB-62722
Quote Date:
 Jan 17, 2017

Bill To: San Diego Sheriff's Department
 9621 Ridgehaven Ct.
 San Diego, California, 92123
 United States

Ship To: 5575 OVERLAND AVE STE. 101
 San Diego, CA, 92123
 United States

Contact:
Phone #:

Contact:
Phone #:

Customer ID	Good Thru	Payment Terms	Sales Rep
SF-00039123	Feb 10, 2017	Net 30	Cardell Henderson

Item Code	Description	Quantity	Net Price
A-SOW-07-023	UFED Touch Ultimate SW renewal Starting from: Feb 1, 2017 To: Jan 31, 2018SN: 5908438 1412590266 5908686 426517634 5907246 1888491343 5920786 1252213485 5922573 767938074 5922646 1156345644 5922656 334406439 5922662 730221427 5922704 828502353 5941528 444030581 5912533 1073642382 5911952 444030581 5911688 378307023 5903737 1593894496	14	\$43,385.86
A-SOW-11-003	UFED 4PC ultimate SW renewal Starting from: Feb 1, 2017 To: Jan 31, 2018SN: 9605426 1412590266 9601427 1553146883 9601463 112438671 9601524 1185286155 9601945 1867357160 9602095 353514572 1338408556	7	\$23,093
S-UFD-04-005	UFED Analytics Desktop SW renewal	1	\$2,070

Subtotal:	\$68,548.86
Shipping & Handling:	\$ 0
Sales Tax (0.0%*):	\$0.00
Total:	\$68,548.86

Comments:

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Inc.

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - M777) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

Terms and conditions:

- Payment terms: Net 30; 1.5% per month interest on late payment
- Shipping: FCA, Parsippany, NJ, USA : Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- 12 months software support included in initial purchase. The next support period purchased begins immediately at the end of the 12 months, i.e., no gaps in support period are allowed.
- Complete Terms and conditions of sale available upon request (or available at: <http://legal.cellebrite.com/us/index.html> .

Cellebrite Inc.
 7 Campus Drive
 Suite 210
 Parsippany, NJ 07054
 USA



Quote

Tel. +1 201 848 8552
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 Tax ID#: 22-3770059

Quote #:
 CB-30269
 Quote Date:
 Apr 18, 2016

Bill To: San Diego Sheriff's Department
 9621 Ridgeway Ct.
 San Diego, California, 92123
 United States
Contact: Kevine Ky
Phone #: (858) 974-2306

Ship To: SDCS
 9621 Ridgeway Ct
 San Diego, CA, 92123
 United States
Contact: Kevine Ky
Phone #: (858) 974-2306

Customer ID	Good Thru	Payment Terms	Sales Rep
SF-00039123	May 18, 2016	Net 30	Cardell Henderson

Qty	Item Code	Description	Price
1	A-SOW-07-023	UFED Touch Ultimate SW renewal Starting from: Apr 30, 2016 To: Jan 31, 2017 SN: 5908438 1412590266	\$2,355.23
1	A-SOW-07-023	UFED Touch Ultimate SW renewal Starting from: Mar 27, 2016 To: Jan 31, 2017 SN: 5908686 426517634	\$2,634.14

Subtotal:	\$4,989.37
Shipping & Handling:	\$ 0
Sales Tax (0.0%*):	\$ 0
Total:	\$4,989.37

Comments:

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- Shipping: FCA, Parsippany, NJ, USA : Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- 12 months software support included in initial purchase. The next support period purchased begins immediately at the end of the 12 months, i.e., no gaps in support period are allowed.
- Complete Terms and conditions of sale available upon request (or available at: <http://legal.cellebrite.com/us/index.html> .

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes bids, proposals, quotes or any other submission to provide goods and/or services).

1. BUSINESS TYPE

For-profit Non-profit Government

Attach proof of status for Non-profit.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has no and will not enter into a subcontract relationship with a related for-profit entity.

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:

3.1. Are you a local business with a physical address within the County of San Diego? Yes No

3.2. Are you certified by the State of California as a:

Disabled Veteran Business Enterprise (DVBE)

Certification #: _____

Small Business Enterprise (SBE)

Certification #: _____

3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:

Veteran Owned Small Business (VOSB)

Certification # _____

Service Disabled Veteran Owned Small Business (SDVOSB)

Certification # _____

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %

4. DEBARMENT, SUSPENSION AND RELATED MATTERS

4.1. Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.1.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.2. Except as allowed for in Section 4.2.4, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.2.1. Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;

4.2.2. Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;

4.2.3. Are presently the target or subject of any investigation, accusation or charges by any federal, state or local law enforcement, licensing or certification body.

4.2.4. If Offeror is unable to certify any of the facts set forth in Sections 4.2.1, 4.2.2 or 4.2.3, it certifies that it has listed on a separate sheet(s) attached to this Representations and Certifications each fact that it cannot certify and the reason it cannot do so. That information must include the specific relevant facts (date(s), contract(s) and individual(s) involved, status of action(s), and any other relevant information) that prevent it from making the requested certifications. The County reserves the right to disqualify an Offeror based upon information disclosed.

4.3. Offeror has a continuing duty to disclose information until contract award/execution and shall report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 and 4.2.

4.4. If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform related work on this project (e.g. preparing components of the statement of work or plans and specifications for this project), Offeror shall identify those previous agreement(s) and submit that list along with the proposal. Other than as may be submitted on said list, Offeror certifies to the best of its knowledge that it and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project.

5. CURRENT COST OR PRICING

Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.

6. INDEPENDENT PRICING

Offeror certifies that in relation to this procurement:

6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;

6.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. TAX INFORMATION

The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Ed Fontana

Signature: _____

Title: Controller

Date: 4/19/14

Company/Organization: CellerBrik Inc.

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER



Public Works DLSE Debarments

Public Works

DLSE Debarments

The following contractors are currently barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor, for the period set forth below:

As part of your due diligence, we suggest that you also check:

- Contractor status at the Contractors State License Board (CSLB)
- The Federal debarment list at the Excluded Parties List System

For a list of past DLSE debarments of public works contractors, please contact:

Susan Nakagama
 Special Assistant to the Labor Commissioner
 1515 Clay Street
 Suite 401
 Oakland, CA 94612 SNakagama@dir.ca.gov

Name of contractor	Period of debarment
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729	4/1/44 through 3/31/47
Rogelio Medina Vazquez., an individual and in his	

Links

- Contractors
- Prevailing Wage
- Certified Payroll Reporting
- Awarding Bodies
- Apprenticeship Requirements
- File a Public Works Complaint
- Resources
- Tutorials and Webinars

About Public Works

- Fact Sheets:**
 - Public Works Reforms (SB 854)
 - Concrete Delivery Legislation (AB 219)
- Frequently Asked Questions
- Get Public Works Email Updates
- Contact Us

USER NAME PASSWORD

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

Entity Dashboard

[Entity Overview](#)

[Entity Record](#)

[Core Data](#)

[Assertions](#)

[Reps & Certs](#)

[POCs](#)

[Reports](#)

[Service Contract Report](#)

[BioPreferred Report](#)

[Exclusions](#)

[Active Exclusions](#)

[Inactive Exclusions](#)

[Excluded Family Members](#)

[RETURN TO SEARCH](#)

Cellebrite Usa Corp
 DUNS: 033095568 CAGE Code: 4C9Q7
 Status: Active

7 Campus Drive Ste. 210
 Parsippany, NJ, 07054-4413,
 UNITED STATES

Expiration Date: 01/06/2017
 Purpose of Registration: All Awards

Entity Overview

Entity Information

Name: Cellebrite Usa Corp
 Business Type: Business or Organization
 POC Name: Jennifer Fernandez
 Registration Status: Active
 Activation Date: 01/07/2016
 Expiration Date: 01/06/2017

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.P.46.20160226-1435


WWW6



Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

Exclusions Search Results: Entities

No Results were found for
celebrite

 If no results are found, this individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation

[Search Again](#)

Search conducted 5/11/2016 3:33:59 PM EST on OIG LEIE Exclusions database.
Source data updated on 5/5/2016 10:20:00 AM EST.



County of San Diego

JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-8367 Fax (858) 715-6452

ALLEN R. HUNSBERGER
ASSISTANT DIRECTOR

May 11, 2016

TO: Greg Young, Contracting Officer's Representative
Sheriff's Department

FROM: Sheena Figueroa, Procurement Contracting Officer
Department of Purchasing and Contracting

CONTRACTING OFFICER'S REPRESENTATIVE (COR) DESIGNATION FOR CONTRACT 553529

You have been designated as a COR for the above referenced contract. This designation is in accordance with BOS policy A-81, and is not intended to supersede or modify the responsibilities specified in BOS Policy A-81. Your COR designation is effective upon contract signature by the Contracting Officer and shall expire when the contract is completed or when the contract is amended to change the COR designation.

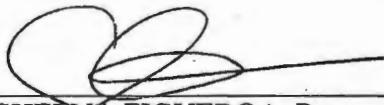
Your role as a COR is to administer the contract, including the performance monitoring, and evaluation for which the Department Head has overall responsibility.

1. This designation authorizes you to oversee the contractor's efforts and to verify that performance is in strict accordance with the terms and conditions of the contract. Prompt and appropriate action is essential to ensure that the County's contractual rights are protected. Typical duties that you are expected to perform include, but are not limited to:
 - a. Monitor and analyze the results of the contractor's performance and provide status to Department Heads or delegated management.
 - b. Verify and document contractor maintains compliance with contract requirements, and all applicable requirements to be a contractor in good standing, including insurance and bonding, all necessary permits or licenses, and annual debarment checks.
 - c. Monitor and ensure proper utilization, transfer, and retention or disposition of property, licenses, or intellectual property accountable to the contract, or developed in the performance of the contract.
 - d. Review and approve invoices and coordinate payment with fiscal staff, ensuring that payments are only made for goods or services satisfactorily provided in accordance with the contract.

**CONTRACTING OFFICER'S REPRESENTATIVE (COR) DESIGNATION FOR
CONTRACT 553529**

- e. Review, and as necessary approve progress reports, technical reports, budgets, financial/management reports, plans and other deliverables or required reporting items as may be required, in consultation with the fiscal staff and/or management.
 - f. Support the Contracting Officer to evaluate requests for contract change and provide recommendations. Support the Contracting Officer during fact-finding, and negotiation.
 - g. Keep the Contracting Officer and the Department Head or delegated management informed of situations that could affect contract performance, contractor compliance, or risk, or that could become the basis for future claims against the County.
 - h. Support the Contracting Officer in accomplishing contract closeout by verifying, in writing, satisfactory completion of effort in accordance with contract terms and conditions.
2. The performance of your duties is subject to the limitations set forth herein, the contract provisions, and applicable requirements set forth in County policies and procedures. Unauthorized acts could result in personal liability.
- a. This designation does not authorize you to direct the contractor to perform work unless explicitly provided for in the contract, nor does it authorize you to modify the contract or waive contractor performance. You are not authorized to make any agreement or commitment involving a change in unit price, total contract cost, quantity, quality, schedule, or other aspects of the contract. The Contracting Officer is the only County official with the authority to enter into or modify contractual agreements.
3. Additional personnel may be assigned to assist you in the performance of your duties; however, you shall remain responsible for all actions taken. This COR designation cannot be delegated.
4. You are highly recommended to attend COR training. COR training is available through LMS. If your department has a COR training and qualification process, it is your responsibility to maintain your COR eligibility during the time of this designation.

If you have any questions regarding the responsibilities that have been assigned to you, please contact Sheena Figueroa, Procurement Contracting Officer at (858) 505-6350 or by e-mail at Sheena.Figueroa@sdcountry.ca.gov.



SHEENA FIGUEROA, Procurement Contracting Officer
Department of Purchasing and Contracting

5-11-2016

Date

cc: Greg Young, Keith Spears, Chuck Gaines



County of San Diego

Department of Purchasing & Contracting
5560 Overland Ave, Ste 270
San Diego, CA 92123-1204
PH: (858) 505-6367 FAX: (858) 715-6452

PURCHASE ORDER

P.O. Number-Rev: 553939 - 0
P.O.Type: STANDARD
Date: 15-JUN-16

Page : 1 of 3

Authorized By: SHEENA R SMITH
FIGUEROA
Phone No: (858) 505-6350

SUPPLIER:

CELLEBRITE USA CORP
266 HARRISTOWN #105
GLEN ROCK,NJ 07452

TERMS:

Payments: NET 30 DAYS
F.O.B. DESTINATION
Freight: PREPAID
Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO:

SHERIFF'S DEPARTMENT
ATTN: PAYABLES & SUPPLY UNIT
9621 RIDGEHAVEN CT
SAN DIEGO,CA 92123

SHIP TO:

SHERIFF - GRANTS UNIT
9621 RIDGEHAVEN COURT
SAN DIEGO,CA 92123

The P.O. Number must appear on all invoices and shipping documents. For out-of-State invoices, the county will pay California Use Tax directly to the State of CA per Permit no. SR PH 25-032304. Prior to first payment, new suppliers must submit a completed IRS Form W-9 and a FTB Form 590. Failure to submit a completed FTB Form 590 will result in back up withholding on all payments per CA Revenue and Taxation Code section 18662. Submit both forms to Auditor & Controller via fax at (858) 694-2060 and mail originals to: County of San Diego, 5530 Overland Ave, Ste 410, San Diego, CA 92123

REQUIRED DELIVERY DATE:**NOTE TO THE SUPPLIER:**

SUPPLIER POC: CARDELL HENDERSON 201-848-8552 Cardell.Henderson@cellebrite.com
COUNTY OF SD POC: STEVEN TAMAYO 858-974-2130 STEVEN.TAMAYO@SDSHERIFF.ORG

ORDER ITEMS:**Line: 1**

Quantity: 2738.17 UOM: DOLLAR Unit Price: 1.00 Total Line Price: \$ 2,738.17
UNSPSC: 461716.0000 Item #: Taxable: NO TAX (including Tax)

Description:

ITEM CODE: A-SOW-11-003, UFED 4PC ULTIMATE SW RENEWAL PERIOD 1JUNE2016 THRU 31MAR2017 FOR SN: 9602048 2134615067

Ship Quantity: 2738.17
Delivery Date:

Line: 2

Quantity: 5144.32 UOM: DOLLAR Unit Price: 1.00 Total Line Price: \$ 5,144.32
UNSPSC: 461716.0000 Item #: Taxable: NO TAX (including Tax)

Description:

ITEM CODE: A-SOW-07-023, UFED TOUCH ULTIMATE SW RENEWAL PERIOD 1JUNE2016 THRU 31MAR2017 FOR SN: 5922332 1135692639 5922503 9379737

Ship Quantity: 5144.32
Delivery Date:

TOTAL P.O. PRICE (Including Tax): \$ 7,882.49

COUNTY OF SAN DIEGO
STANDARD TERMS AND CONDITIONS OF PURCHASE

1. **Acceptance.** By acceptance of this purchase order, Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgement or other form used by Vendor shall not add to, amend, or modify these terms and conditions.
2. **Affirmative Action.** If applicable, Vendor shall comply with the Affirmative Action Program for Vendors as set forth in Article III (Commencing at Section 84) of the San Diego County Administration Code which program is incorporated herein by reference. A copy of this affirmative action program will be furnished upon request.
3. **Assignment.** This order is assignable by County. Except as to any payment due hereunder, this order is not assignable by Vendor without written approval of County.
4. **Audit Right.** Pursuant to California Government Code Section 8546.7, the parties acknowledge that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.
5. **Cash Discounts.** In connection with any cash discount specified on this order, time will be computed from the later of the date of (i) complete delivery of the goods and/or services as specified, or (ii) receipt of correct invoices. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the County warrant or check.
6. **Changes.** County shall recognize no change to this order by Vendor without written approval.
7. **Compliance With Laws.** Vendor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the good and/or services to be provided hereunder. Vendor's failure to comply with any applicable Regulations shall constitute a material breach of this purchase order.
8. **Governing Law.** This contract shall be construed and interpreted according to the laws of the State of California.
9. **Delivery.** Unless otherwise specified in writing in this order, all shipments will be F.O.B. point of destination. Freight or handling charges are not billable unless referenced on this order. Transportation receipts, if allowed by order, must accompany invoice.
10. **Food Products.**
 - A. **Package.** Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act of the California Business and Professions Code Section 12601-12615.5.
 - B. **Compliance.** Vendor hereby guarantees that the product or products comprising each shipment made by Vendor to County, as of the date of delivery, is not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug, and Cosmetic Act, as amended, or within the meaning of applicable U.S. State Laws or Municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the U.S. Act. Distressed food commodities that are reconditioned, relabeled and/or re-cased are not acceptable.
11. **Force Majeure.** Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control (financial inability excepted) and which it could not have prevented by reasonable precautions, and, such non-performance shall not be a default hereunder or a ground for termination hereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this order.
12. **Formal Bids.** In the event this purchase order results from a formal bid, terms and conditions of that bid are incorporated herein and form a part of this purchase order. In the event of any conflict or inconsistency between the terms of this purchase order and the terms of a formal bid, the terms of the formal bid shall control.
13. **Hazardous Materials.** If the product being supplied presents a physical or health hazard as defined in Title 8 of the California Code of Regulations, Section 5194, or if the product contains one or more of the substances listed on the "List of Hazardous Substances" prepared by the Director of the California Industrial Relations Department pursuant to Labor Code Section 6380, the Vendor shall forward a "Material Safety Data Sheet", pursuant to Cal/OSHA requirements, referencing this purchase order/sub order number with the product shipment.
14. **Timeliness.** Time is of the essence and this purchase order is subject to termination for failure to deliver on time.
15. **Indemnity.** County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanic's liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.
16. **Patent Indemnity.** Vendor warrants and agrees that it shall defend, indemnify, and hold County harmless, at Vendor's expense, against any claim, suit, or proceeding brought against County insofar as it is based on a claim of infringement of any patent, copyright, trademark, or trade secret of a third party and will pay any costs or damages in connection therewith, including attorney's fees, arising out of this order.
17. **Sales and Use Tax.** On invoices, Vendor shall show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use tax. Vendor shall deduct cash discount before computing Sales or Use Tax.
18. **Termination For Cause - Cancellation.** The County may, by written notice of default to the Vendor, terminate this order in whole or in part, should the Vendor fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
 - 18.1 If, after notice of termination of this order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Clause 19, Termination For Convenience.
19. **Termination For Convenience.** The County may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata order price for any delivered and accepted portion of the order. In no event shall the County be liable for any loss of profits on the order or portion thereof so terminated.
20. **Warranty.** Vendor agrees that any goods and/or services furnished under this order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other provision of this order or by any applicable Uniform Commercial Code warranties.
21. **Disallowance.** In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

P.O. Number-Rev: 553939 - 0
P.O.Type: STANDARD
Date: 15-JUN-16

Authorized By: SHEENA R SMITH
FIGUEROA
Phone No: (858) 505-8350

ADDITIONAL INFORMATION :

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY VENDOR PURCHASE DOCUMENT, IN THE EVENT THERE IS A CONFLICT BETWEEN THE COUNTYS AND THE VENDORS TERMS AND CONDITIONS, THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE ORDER SHALL GOVERN THE PARTIES RELATIONSHIP.

Federal Grant Requirements

(A) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of federally assisted construction contract in 41 CFR Part 60-1.3, the Contractor shall agree as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(B) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, if this Agreement is a prime construction contract in excess of \$2,000, the Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). In accordance with the statute, Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must pay wages not less than once a week. The Contractor shall also comply with the Copeland Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).

(C) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, if this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(D) Rights to Inventions Made Under a Contract or Agreement. If this Agreement involves a Federal award meeting the definition of funding agreement under 37 CFR 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, the Contractor must comply with the requirements of 37 CFR Part 401, Rights to Inventions Made by Nonprofit

COUNTY OF SAN DIEGO
STANDARD TERMS AND CONDITIONS OF PURCHASE

1. **Acceptance.** By acceptance of this purchase order, Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgement or other form used by Vendor shall not add to, amend, or modify these terms and conditions.
2. **Affirmative Action.** If applicable, Vendor shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (Commencing at Section 84) of the San Diego County Administration Code which program is incorporated herein by reference. A copy of this affirmative action program will be furnished upon request.
3. **Assignment.** This order is assignable by County. Except as to any payment due hereunder, this order is not assignable by Vendor without written approval of County.
4. **Audit Right.** Pursuant to California Government Code Section 8546.7, the parties acknowledge that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.
5. **Cash Discounts.** In connection with any cash discount specified on this order, time will be computed from the later of the date of (i) complete delivery of the goods and/or services as specified, or (ii) receipt of correct invoices. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the County warrant or check.
6. **Changes.** County shall recognize no change to this order by Vendor without written approval.
7. **Compliance With Laws.** Vendor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the good and/or services to be provided hereunder. Vendor's failure to comply with any applicable Regulations shall constitute a material breach of this purchase order.
8. **Governing Law.** This contract shall be construed and interpreted according to the laws of the State of California.
9. **Delivery.** Unless otherwise specified in writing in this order, all shipments will be F.O.B. point of destination. Freight or handling charges are not billable unless referenced on this order. Transportation receipts, if allowed by order, must accompany invoice.
10. **Food Products.**
 - A. **Package.** Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act of the California Business and Professions Code Section 12601-12615.5.
 - B. **Compliance.** Vendor hereby guarantees that the product or products comprising each shipment made by Vendor to County, as of the date of delivery, is not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug, and Cosmetic Act, as amended, or within the meaning of applicable U.S. State Laws or Municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the U.S. Act. Distressed food commodities that are reconditioned, relabeled and/or re-cased are not acceptable.
11. **Force Majeure.** Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control (financial inability excepted) and which it could not have prevented by reasonable precautions, and, such non-performance shall not be a default hereunder or a ground for termination hereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this order.
12. **Formal Bids.** In the event this purchase order results from a formal bid, terms and conditions of that bid are incorporated herein and form a part of this purchase order. In the event of any conflict or inconsistency between the terms of this purchase order and the terms of a formal bid, the terms of the formal bid shall control.
13. **Hazardous Materials.** If the product being supplied presents a physical or health hazard as defined in Title 8 of the California Code of Regulations, Section 5194, or if the product contains one or more of the substances listed on the "List of Hazardous Substances" prepared by the Director of the California Industrial Relations Department pursuant to Labor Code Section 6380, the Vendor shall forward a "Material Safety Data Sheet", pursuant to Cal/OSHA requirements, referencing this purchase order/sub order number with the product shipment.
14. **Timeliness.** Time is of the essence and this purchase order is subject to termination for failure to deliver on time.
15. **Indemnity.** County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanic's liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.
16. **Patent Indemnity.** Vendor warrants and agrees that it shall defend, indemnify, and hold County harmless, at Vendor's expense, against any claim, suit, or proceeding brought against County insofar as it is based on a claim of infringement of any patent, copyright, trademark, or trade secret of a third party and will pay any costs or damages in connection therewith, including attorney's fees, arising out of this order.
17. **Sales and Use Tax.** On invoices, Vendor shall show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use tax. Vendor shall deduct cash discount before computing Sales or Use Tax.
18. **Termination For Cause - Cancellation.** The County may, by written notice of default to the Vendor, terminate this order in whole or in part, should the Vendor fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
 - 18.1 If, after notice of termination of this order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Clause 19, Termination For Convenience.
19. **Termination For Convenience.** The County may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata order price for any delivered and accepted portion of the order. In no event shall the County be liable for any loss of profits on the order or portion thereof so terminated.
20. **Warranty.** Vendor agrees that any goods and/or services furnished under this order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other provision of this order or by any applicable Uniform Commercial Code warranties.
21. **Disallowance.** In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

COUNTY OF SAN DIEGO
PURCHASE ORDER CONTINUED

P.O. Number-Rev: 553939 - 0
P.O.Type: STANDARD
Date: 15-JUN-16

Page : 3 of 3

Authorized By: SHEENA R SMITH
FIGUEROA
Phone No: (858) 505-6350

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by the awarding agency.

(E) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended If this Agreement is in excess of \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) If this Agreement exceeds \$100,000, Contractor must file the certification required by 31 U.S.C. 1352 with the County. Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

(G) Contractor shall comply with 2 C.F.R. 200.322, Procurement of recovered materials.

END OF ORDER

**COUNTY OF SAN DIEGO
STANDARD TERMS AND CONDITIONS OF PURCHASE**

1. **Acceptance.** By acceptance of this purchase order, Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgment or other form used by Vendor shall not add to, amend, or modify these terms and conditions.
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Cellebrite Inc.
 7 Campus Drive
 Suite 210
 Parsippany, NJ 07054
 USA
 Tel. +1 201 848 8552
 Fax. +1 201 848 9982
 Tax ID#: 22-3770059



Quote

Quote #:
 CB-47698
 Quote Date:
 Sep 07, 2016

Bill To: San Diego County Sheriff's Dept
 325 S Melrose Dr Suite 210
 Vista, California, 92081
 United States

Ship To: San Diego County Sheriff's Dept
 325 South Melrose Drive Suite 210
 Vista, CA, 92081
 United States

Contact: Chris Katra
Phone #: (858) 527-9119

Contact: Chris Katra
Phone #: (858) 527-9119

Customer ID	Good Thru	Payment Terms	Sales Rep
SF-00039105	Oct 07, 2016	Net 30	Cardell Henderson

Item Code	Description	Quantity	Net Price
A-SOW-07-023	UFED Touch Ultimate SW renewal Starting from: Sep 29, 2016 To: Jan 31, 2017SN: 5941528 444030581	1	\$1,053.66
A-SOW-07-023	UFED Touch Ultimate SW renewal Starting from: Dec 09, 2016 To: Jan 31, 2017SN: 5912533 1073642382	1	\$433.86

Subtotal:	\$1,487.52
Shipping & Handling:	\$ 0
Sales Tax (0.0%*):	\$ 0
Total:	\$1,487.52

Comments:

***SALES TAX DISCLAIMER:** Cellebrite, Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.

Please include the following information on your PO for Cellebrite UFED purchase:
 - Please include the ORIGINAL QUOTE NUMBER (For example - M777) on your PO
 - CONTACT NAME & NUMBER of individual purchasing and bill to address

- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

Terms and conditions:

- Payment terms: Net 30; 1.5% per month interest on late payment
- Shipping: FCA, Parsippany, NJ, USA : Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- 12 months software support included in initial purchase. The next support period purchased begins immediately at the end of the 12 months, i.e., no gaps in support period are allowed.
- Complete Terms and conditions of sale available upon request (or available at: <http://legal.cellebrite.com/us/index.html> .

USER NAME PASSWORD **LOG IN**

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

ALERT: Due to current CAGE maintenance, SAM registrants may encounter an error validating a CAGE Code. If this happens, please try again after 6 pm (EDT), Tuesday, 09/20/2016.

Entity Dashboard

Cellebrite Inc. 7 Campus Dr Ste 210
Parsippany, NJ, 07054-4413 ,
UNITED STATES

DUNS: 033095568 CAGE Code: 4C9Q7

Status: Active Expiration Date: 08/18/2017
Purpose of Registration: All Awards

Entity Overview

- ▶ Entity Registration
 - ▶ Core Data
 - ▶ Assertions
 - ▶ Reps & Certs
 - ▶ POCs
- ▶ Exclusions
 - ▶ Active Exclusions
 - ▶ Inactive Exclusions
 - ▶ Excluded Family Members

Entity Registration Summary

Name: Cellebrite Inc.
Business Type: Business or Organization
Last Updated By: Jennifer Fernandez
Registration Status: Active
Activation Date: 08/22/2016
Expiration Date: 08/18/2017

Exclusion Summary

Active Exclusion Records? No

[RETURN TO SEARCH](#)



ote to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



Public Works | DLSE Debarments

DLSE Debarments

The following contractors are currently barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor, for the period set forth below:

As part of your due diligence, we suggest that you also check:

- Contractor status at the Contractors State License Board (CSLB)
- The Federal debarment list at the Excluded Parties List System

For a list of past DLSE debarments of public works contractors, please contact:

Susan Nakagama
 Special Assistant to the Labor Commissioner
 1515 Clay Street
 Suite 401
 Oakland, CA 94612
 SNakagama@dir.ca.gov

Name of contractor	Period of debarment
<p>Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729</p> <p>Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC.</p>	<p>4/1/44 through 3/31/47 Decision LB5742</p> <p>4/1/41 through 3/31/44 Decision LB5665</p> <p>4/1/36 through 3/31/39 Decision LB5740</p> <p>4/1/33 through 3/31/37 Decision LB5651</p> <p>4/1/33 through 3/31/37 Decision LB5739</p> <p>4/1/24 through 3/31/27 Decision LB5741</p> <p>4/1/30 through 3/31/33 Decision LB5743</p> <p>4/1/27 through 3/31/30 Decision LB5666</p> <p>4/1/21 through 3/31/24 Decision LB5667</p> <p>4/1/18 through 3/31/21 Decision LB5668</p> <p>4/01/15 through 3/31/18 Decision LB5345</p>
<p>Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III, Individually And dba Amerivet Plumbing Services CSLB Number: #969048 and #919761</p>	<p>8/6/15 through 8/5/18 Decision</p>

<p>Ultimate Inc., And, Enrique Vera, an Individual PO Box 571117 Tarzana, CA 91356-1117 CSLB Number: #949229</p>	<p>12/1/15 through 11/30/18 Decision</p>
<p>Travioli Construction, Inc. PO Box 231 Visalia, CA 93274 CSLB Number: #936832</p>	<p>9/11/15 through 3/10/17 Decision</p>
<p>Integrity Sheet Metal, Inc. 319 McArthur Way Upland, CA 91786 CSLB #726770</p> <p>William Ben Hicks, an individual; Margaret Mary Hicks, an individual</p>	<p>2/01/15 through 1/31/18 Decision</p>
<p>L A Builders, Inc., a California Corporation 15635 Saticoy Street, #H Van Nuys, CA 91406 CSLB #748591</p> <p>Alon Gamliel, an individual</p>	<p>2/01/15 through 1/31/18 Decision</p>
<p>USA Wall Systems, Inc. 8309 Sunshine Lane Riverside, CA 92508 CSLB #929610</p> <p>Edward Eugene Brammer, an individual and in his capacity as President/CEO/RMO</p>	<p>4/01/15 through 3/31/18 Decision</p>
<p>Daughter Construction formerly dba Hy Carpentry Construction 15407 Thomlake Avenue Norwalk, CA 90650 CSLB #979297</p> <p>Sharon Jin Yoo, an individual; Dae Hyun Yoo, an individual and in his capacity as manager/supervisor for Sharon Jin Yoo and in his capacity as General Partner for HY Construction, a General Partnership.</p>	<p>4/01/15 through 3/31/18 Decision</p>
<p>RDA Construction, Inc. 1692 W. Bullard Ave., Fresno, CA 93711 CSLB# 383306</p>	<p>12/15/14 through 12/14/16 Decision</p>
<p>Titan Electrical Construction, Inc. Lucas Oliver Stickney, an individual Jamie Noel Furr, an individual 630 Natoma Street San Francisco, CA 94103 CSLB# 919516</p>	<p>11/3/14 through 11/2/17 Decision</p>
<p>Ramos Painting Carlos Ray Ramos, an individual P.O. Box 3871 Paso Robles, CA 93447 CSLB# 753575</p>	<p>11/3/14 through 11/2/15 Decision</p>

<p>Dick Emard Electric. dba Emard Electric Luke Richard Emard, an individual and RMO 5930 Key Court, Suite A Loomis, CA 95650 CSLB# 794007</p>	<p>11/3/14 through 11/2/17 Decision</p>
<p>Nixon Electric Gordon Fulton Nixon, an individual 5624 Faust Ave. Woodland Hills, CA 91367 CSLB# 796802</p>	<p>8/1/14 through 7/31/17 Decision</p>
<p>Neris General Contractors, a California Corporation Efren Neri, an individual Servando Neri, an individual Rebeca Neri, an individual Luis Abelardo Castro, an individual 6087 California Ave. Long Beach, CA 90805 CSLB# 797967</p>	<p>2/28/14 through 2/27/17 Decision</p>
<p>Southland Construction Reza Mohammadi, an individual 3943 Irvine Blvd., #405, Irvine, CA 92602 CSLB# 663784 (expired)</p>	<p>10/14/14 through 10/13/17 Decision</p>
<p>National Drywall Corporation, A Dissolved California Corporation 603 S. Milliken Avenue, Suite F Ontario, CA 91761 CSLB #834335 Miguel Contreras, an Individual and Responsible Managing Officer/CEO/President Dora Maria Contreras, an Individual and Agent/Officer of the Corporation</p>	<p>8/4/14 through 8/3/17 Decision</p>
<p>Tadros & Youssef Construction, Inc. Kamel Shaker Tadros & Makram Youssef Youssef, Individually 1221 E 8th Street, Unit A, Upland, CA 91786 CSLB# 698182 (expired)</p>	<p>5/10/14 through 5/9/17 Decision</p>
<p>Serenity Fire Protection 417 S. Associated Road, Brea, CA 92821 CSLB# 902927</p>	<p>5/1/14 through 4/30/17 Decision</p>
<p>Don Kelly Construction, Inc. Don Kelly, Individual and Lisa Kelly, Individual 171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719</p>	<p>3/25/14 through 3/24/17 Decision</p>
<p>Aldan, Inc. P.O. Box 9428, Brea, CA 92822 CSLB #949229</p>	<p>2/28/14 through 2/27/17 Decision</p>
<p>Russell/Thompson, Inc. James Jean Russell & Valery Alena Thompson, Individually 4684 Oak Glen Dr., Redding, CA 96001</p>	<p>10/31/13 through 10/31/16 Decision</p>

CSLB# 915036 (revoked)	
Ayodejia A. Ogundare, Individual Dbas Pacific Engineering Company 6310 Stewart Way, Bakersfield, CA 93308 CLSB#710322	5/15/2013 through 5/15/2014 Decision
Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals 400 Kansas, Redlands, CA 92373 CSLB#834220	7/29/12 through 7/28/15 Decision
FEI Enterprises, Inc Gabriel Fedida, Individual 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252	6/14/12 through 6/13/15 Decision
Jeffrey Alan Mott and Michelle Mott, Individuals Dda Integrity Landscape 3756 Independence Avenue Sanger, CA 93637 CSLB#774222	3/29/12 through 3/28/15 Decision
Jensen Drywall & Stucco Jeffrey E. Jensen 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired)	3/31/11 through 3/30/13 Decision
All West Construction, Inc. Donald Kent Russell 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended)	3/31/11 through 3/30/13 Decision
Country Builders, Inc. Weldon Offill, individually 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active)	3/1/11 through 2/28/14 Decision Addendum
Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive) David Alvin Trexler, an individual 909 A. George Washington Yuba City, CA 95993 Kenneth A. Trexler, an individual 2603 Lago Lane Marysville, CA 95901	7/1/10 through 6/30/13 Decision
Soo Dong Kim, an individual, dba Soo Kim Electric Company 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive) Hyo Nam Jung, an individual, dba Lucid Electric 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10	4/19/10 through 4/18/13 Decision
Southwest Grading, dba Southwest Grading Services, Inc., 22031 Waite Street Wildomar, CA 92595	3/18/10 through 3/17/13 Decision

<p>David Walter Cholewinski, an individual 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10</p>	
<p>S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave. Santa Rosa, CA 95404 Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive)</p>	<p>10/15/09 through 10/14/12 Decision</p>
<p>Cedar Development Corporation Serghon Gabriel Afram, individually 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended)</p>	<p>8/5/09 through 8/4/12 Decision</p>
<p>All Floors Commercial and Residential Flooring, Inc. Salvador Elias Perea, individually 750 E. McGlincy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09</p>	<p>5/14/09 through 5/13/12 Decision</p>
<p>1-AMD Construction, Inc. Alberto Mordoki, individually Mirella Mordoki, individually 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked</p>	<p>3/16/09 through 3/15/12 Decision></p>

May 2016

File a Claim

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- Bureau of Field Enforcement
- Public works complaints
- Claims for retaliation or discrimination

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Cellebrite Inc.
 7 Campus Drive
 Suite 210
 Parsippany, NJ 07054
 USA



Quote

Tel. +1 201 848 8552
 Fax. +1 201 848 9982
 Tax ID#: 22-3770059

Quote #:
 CB-32292
 Quote Date:
 May 09, 2016

Bill To: San Diego Sheriff's Department
 9621 Ridgehaven Ct.
 San Diego, California, 92123
 United States
Contact: Kevine Ky
Phone #: (858) 974-2306

Ship To: San Diego Sheriff's Department
 SDCS 9621 Ridgehaven Ct
 San Diego, CA, 92123
 United States
Contact: Kevine Ky
Phone #: (858) 974-2306

Customer ID	Good Thru	Payment Terms	Sales Rep
SF-00039123	Jun 08, 2016	Net 30	Cardell Henderson

Item Code	Description	Quantity	Net Price
A-SOW-07-023	UFED Touch Ultimate SW renewal Starting from: May 09, 2016 To: Jan 31, 2017 SN: 5907246 1888491343 5920786 1252213485 5922573 767938074 5922646 1156345644 5922656 334406439 5922662 730221427 5922704 828502353	7	\$15,835.84
A-SOW-11-002	UFED Link analysis SW renewal Starting from: May 31, 2016 To: Jan 31, 2017 SN: 1469102984	1	\$334.99
A-SOW-11-003	UFED 4PC ultimate SW renewal Starting from: May 09, 2016 To: Jan 31, 2017 SN: 9605426 1412590266 9601427 1553146883 9601463 112438671 9601524 1185286155 9601945 1867357160 9602095 353514572	6	\$14,449.62

Subtotal:	\$30,620.45
Shipping & Handling:	\$ 0
Sales Tax (0.0%*):	\$0
Total:	\$30,620.45

Comments:

***SALES TAX DISCLAIMER:** Cellebrite, Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - M777) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

Terms and conditions:

- Payment terms: Net 30; 1.5% per month interest on late payment
- Shipping: FCA, Parsippany, NJ, USA ; Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- 12 months software support included in initial purchase. The next support period purchased begins immediately at the end of the 12 months, i.e., no gaps in support period are allowed.
- Complete Terms and conditions of sale available upon request (or available at: <http://legal.cellebrite.com/us/index.html> .

Line #	Universal Forensic Extraction Device			Cellebrite Inc		FORENSIC STORE INC.		Award PaRa BaL Inc.	
	Description	Qty	UOM	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
1	KIT UFED TOUCH LOGICAL TO LOGICAL To include the following: UFED Rubberized/Shockproof Housing (Foren-Glove) All Cables & Power Charging Tips (2ALL) Cable & Power Tips Organizer (Organizer-UFED) UFED Padded Carrying Case (Foren-Case) UFED Micro SIM Adapter (Foren-Microsimadaptr) UFED SIM ID Cloning Cards (Foren-SIM) UFED Micro SIM ID Cloning Cards (Foren-MicroSIM) Power Supply 12v 1000ma (8PS1000ma) Car Power Adapter (Foren-Car) USB Flash Drive (Foren-USB) Data Connectivity Cable (IUFED-Dataconn) Phone Power Up Cable (C-Pwrupcable) UFED Cleaning Brush (Foren-Brush) Memory Card Reader (Foren-Cardread)	3	EA	\$ 6,084.00	\$ 18,252.00	\$ 5,785.00	\$ 17,355.00	\$ 4,449.99	\$ 13,349.97
2	Trade in of UFED Standard Logical Device	3	EA	\$ (1,500.00)	\$ (4,500.00)	\$ (1,200.00)	\$ (3,600.00)		\$
3	UFED Touch Ultimate Software Renewal ONE (1) YEAR UFED Touch Ultimate Software Renewal - One (1) Year-SWULT-1 Ultimate License Renewal and Dongle has expiration date of 09/29/15.	1	EA	\$ 3,098.99	\$ 3,098.99	\$ 2,944.04	\$ 2,944.04	\$ 3,006.02	\$ 3,006.02
4	UFED Touch Logical Software Renewal ONE (1) YEAR UFED Touch Logical Software renewal - One (1) Year- SWUFTOUCH-1	2	EA	\$ 1,099.99	\$ 2,199.98	\$ 1,044.05	\$ 2,088.10	\$ 1,066.99	\$ 2,133.98
5	UFED Ultimate Add-On UFED-ULTADDON	3	EA	\$ 3,999.99	\$ 11,999.97	\$ 3,799.99	\$ 11,399.97	\$ 3,879.99	\$ 11,639.97
6	PHYSICAL USB DONGLE UFEDPHY-USBKEY	1	EA	\$ 2,499.00	\$ 2,499.00	\$ 2,374.05	\$ 2,374.05	\$ 2,424.03	\$ 2,424.03
Total				\$ 15,281.97	\$ 33,549.94	\$ 14,747.13	\$ 32,561.16	\$ 14,827.02	\$ 32,553.97
Payment Terms									
Delivery Days ARO				10		14		10	
Comments								Line 2 - (covered in line item 1)	

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



338

FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
04/02/12

SUBJECT: Approval of a Multi-Year Sole Source Purchase Award to Cellebrite U.S.A. to Provide the Sheriff's Department Universal Forensic Cell Phone Extraction Devices and Service Support

RECOMMENDED MOTION: Move that the Board of Supervisors authorize the Purchasing Agent to purchase Universal Forensic Cell Phone Extraction Devices (UFED) with software licenses and service support from Cellebrite U.S.A. for a cost not exceed \$75,000 annually until June 30, 2018, without obtaining competitive bids in accordance with Ordinance 459.4.

(Continued on Page 2).

Will Taylor For
Stanley L. Sniff Jr., Sheriff-Coroner-PA
Will Taylor, Director of Administration

FINANCIAL DATA	Current F.Y. Total Cost:	\$65,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$65,000	Budget Adjustment:	No
	Annual Net County Cost:	\$75,000	For Fiscal Year:	FY 2012-13

SOURCE OF FUNDS: Departmental Budget BR 13-076	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:
APPROVE
BY: *Elizabeth J. Olson*
County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

501X 06/16 517 6W 3:20
GREENSBORO, N.C. 27408-4120
RIVERSIDE COUNTY

3-20

RCIT: *Kevin K Crawford* 24 Apr 12
 Kevin K Crawford, CIO
 Departmental Concurrence
 Purchasing: *Mark Seller*
 Mark Seller, Assistant Director
 Dept't Recomm.:
 Per Exec. Ofc.:

BOARD OF SUPERVISORS

FORM 11: Approval of a Sole Source Purchase of Forensic Cell Phone Extraction Devices from Cellebrite U.S.A.

BR 13-076

Page 2

BACKGROUND: On April 17, 2012 (3.14), the Board approved the sole source purchase of seven universal forensic cell phone extraction devices from Cellebrite U.S.A. Forensic cell phone extraction devices, as the name implies, recover, decode and analyze digital evidence from mobile phones or any device that has both internal memory and communication ability. Acknowledging Cellebrite's continued superior device performance and price reasonableness over the last year, and the Sheriff's fast expanding use of the extractors in every sector of Patrol, the department is requesting a five-year annual expense authorization of \$75,000 with this firm.

Last year, the Sheriff's Department detailed to the Board Cellebrite's superiority over its two main rivals: Susteen and Logicube. Currently, Cellebrite continues to lead in its accessibility to handset source codes. Its UFED's automatically extract data from over 4,000 different cell phones, including CDMA phones (ones that run on Sprint and Verizon), GSM phones (AT&T & most international carriers), iOS (iPhone, iPad, etc) devices, and Android devices were recently added. Susteen advertises access to over 4,000 phones; however their website listing shows only 3,014 phones. Currently, they lack the capabilities of full extraction, which varies from devices and carriers. Logicube advertises access to over 2,000 phones, but access to the tablet and ipad devices are currently not available.

In addition to cell phones, Cellebrite is also capable of extracting, decrypting, and decoding GPS Navigation devices. Although Logicube can also extract GPS devices, they are limited to extracting data from fourteen different GPS devices. Susteen currently does not offer any extraction capabilities on GPS devices, as they are still working on adding this feature. Cellebrite lists over one hundred GPS devices that they are capable of extracting information from, which include TomTom and Garmin. Cellebrite's UFED extracts data from GPS devices on locations, dates, time, and routes of all movements, geotags, and even deleted data.

Cellebrite also offers a "ruggedized" version which will endure the rigors of field use while offering the same functionality. Additionally, the ruggedized version carries 5 SIM ID Cloning cards rather than the traditional 3, as well as 5 Micro SIM ID Cloning cards. Ruggedized versions also include a UFED phone charger, hardened carrying case, UFED Forensic memory card reader, faraday bag, case embedded work surface, UFED Touch screen cover, and a UFED External Hard Drive.

Price Reasonableness: Cellebrite is offering the County the same discount offered state and local government and law enforcement agencies.

Previously, the Department purchased the Cellebrite "Classical" version device, and has acquired 10 of the devices since 2008. Cellebrite now manufactures the UFED Touch Logical extraction device and the UFED Touch Ultimate device. To upgrade the Classical version to function like the UFED Touch Logical version, the Physical/Ultimate Add-On Module has to be purchased. This device upgrade costs \$3,999. It must be noted that Cellebrite has announced it will be phasing out the Classical version within the next three years.

Cellebrite is offering the UFED Touch Logical for \$6,000, and this price includes

BOARD OF SUPERVISORS

FORM 11: Approval of a Sole Source Purchase of Forensic Cell Phone Extraction Devices from Cellebrite U.S.A.

BR 13-076

Page 3

the first year Logical software updates, live tech support, and new cables. The Ruggedized UFED Logical version costs \$7,999. This amount also includes the first year of Logical software updates, live tech support, and new cables. Subsequently, the yearly service update for both versions will cost \$999.99 per year. The vendor has maintained the same Logical software update cost since 2008.

The cost of the UFED Ultimate is \$9,499, and this amount includes a \$500 discount given to law enforcement agencies and the first year of Logical software updates, live tech support, and cables. The Ruggedized UFED Ultimate version costs \$11,499. This amount also includes a \$500 discount and the first year and law enforcement discount included as well, and the first year of Logical software updates, live tech support, and cables. Subsequently, the yearly service update for both versions will cost \$2,999 per year.

Date: March 20, 2013

From: Will Taylor, Finance Director Department/Agency: Sheriff's Department

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement; Request to purchase cell phone extraction devices, service updates and annual service agreement.

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.

1. **Supply/Service being requested:** Request to purchase Universal Forensic Cell Phone Extraction Devices (UFED), update services, and the annual services agreement for all devices.
 - Service Updates to the Classical UFED
 - UFED Touch Logical and Ruggedized version
 - UFED Touch Ultimate and Ruggedized version
2. **Supplier being requested:** Cellebrite USA, Corp.
3. **Alternative suppliers that can or might be able to provide supply/service:** Other similar products on the market are Susteen's Secure View 3, and Logicube CellIDEK. Both competitors provide a fraction of the service, but not all of the services/features of the Cellebrite device, or as many contracts with other cell phone carriers as Cellebrite.

Contracts with cell phone carriers are essential because they allow Cellebrite access to proprietary information each carrier uses in their phones. Having this information is equivalent to having a key that unlocks the technology applicable to each phone/device, which results in a more expeditious and thorough collection of information. Cellebrite is usually up to date with all the new phone devices currently out in the market.

In addition, the Sheriff's Department has also purchased and used the Secure View and CellIDEK devices. The Secure View and CellIDEK devices do not support as many different types of cell phones as Cellebrite's product. The Sheriff's Department has also experienced downtime with the CellIDEK device, and has had to return the device to the manufacturer for repairs on several occasions. The department has also experienced breakage problems with the Susteen product. These issues are an inconvenience, which limits the ability to capture real time data and keep up with a case load. These device manufacturers do not have the ability to access and update software with the cell phone companies as they do not have exclusive contracts with the carriers. Finally, Cellebrite provides monthly software updates that allow the department to remain current with technology.

4. **Extent of market search conducted:** Information on extraction device utility and durability was provided by computer forensic investigative personnel who have utilized the Secure View, CellIDEK and Cellebrite devices to conduct forensic analysis. In a head-to-head comparison of all three devices used by the Sheriff's Department, the Cellebrite device provided the most hits,

SS-SHERIFF-Cellebrite, Page 2

and the most accurate information. Department staff has recently contacted Susteen and Logicube to inquire about their newest devices and determined that their devices still do not provide the same features as Cellebrite.

- 5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** Cellebrite's UFED Ultimate supports all cell phone platforms and is compatible with any mobile carrier. It has the capability of extracting information from phone applications such as social networks, phone applications, and GPS applications such as the Garmin.

Cellebrite has access to source codes as well as handsets before retail launch. The UFED automatically extracts data from over 4,000 different cell phones, including CDMA phones (ones that run on Sprint and Verizon), GSM phones (AT&T & most international carriers), iOS (iPhone, iPad, etc) devices, and Android devices were recently added. Susteen advertises access to over 4,000 phones; however their website listing shows only 3,014 phones. Currently, they lack the capabilities of full extraction, which varies from devices and carriers. Logicube advertises access to over 2,000 phones, but access to the tablet and ipad devices are currently not available.

In addition to cell phones, Cellebrite is also capable of decrypting and decoding TomTom navigations and follow locations, dates, time, and routes of all movements while the device has been on. Cellebrite's UFED also extracts data from GPS devices including fixes, favorite locations, geotags, and even deleted data. Cellebrite also offers a "ruggedized" version which will endure the rigors of field use while offering the same functionality. Additionally, the ruggedized version carries 5 SIM ID Cloning cards rather than the traditional 3 as well as 5 Micro SIM ID Cloning cards. Ruggedized versions also include a UFED phone charger, Rugged carrying case, UFED Forensic memory card reader, faraday bag, case embedded work surface, UFED Touch screen cover, and a UFED External Hard Drive.

- 6. Reasons why my department requires these unique features and what benefit will accrue to the county:** This is an ideal solution for the Sheriff's Department as the equipment can be utilized on or off-site for cell phone analysis. The compatibility with most cell phones is unparalleled which allows for thorough examinations.

The Sheriff's CATCH Unit has a device, but the demand for its use is high and cases are turned away or suffer lengthy waits because of the lack of resources. The Cellebrite system is portable, handheld, and has the ability to extract data in real time and can be self-powered by internal rechargeable battery, 12 volt vehicle power, or 15 volt AC power. This makes it convenient for the Sheriff's Department to conduct on-site forensic analysis on cell phones. Many, if not most, of the investigations involve cell phones, and smart phones (hand held computers), that require recovery of the evidence contained on them. Without a Cellebrite extraction device, the Sheriff's Department would not be able to collect valuable evidence. Cellebrite will improve the ability to support stations and agencies to gather essential evidence to use in trials. Furthermore, many victims have digital evidence on their mobile device and smart phones, and with this equipment the department will be able to recover and use it for a successful prosecution.

SS-SHERIFF-Cellebrite, Page 3

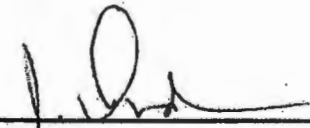
Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier: Cellebrite is offering the County the same discount offered state and local government and law enforcement agencies.

Cellebrite is offering the UFED Touch Logical for \$6,000, and this price includes the first year Logical software updates, live tech support, and new cables. The Ruggedized UFED Logical version costs \$7,999. This amount also includes the first year of Logical software updates, live tech support, and new cables. Subsequently, the yearly service update for both versions will cost \$999.99 per year. The vendor has maintained the same Logical software update cost since 2008.

Previously, the Department purchased the Cellebrite Classical version. Since 2008, we have purchased 10 of the devices. To upgrade the Classical version to function like the UFED Touch Logical, the Physical/Ultimate Add-On Module has to be purchased at a cost of \$3,999. Cellebrite has announced it will be phasing out the Classical version within the next three years. However, the \$6,000 purchase price of the Touch Logical version makes it a smarter purchase, since the total cost of the Classical with the Add-On module is approximately \$2,400 than that of the Touch Logical.

The cost of the UFED Ultimate device is \$9,499, and this amount includes a \$500 discount given to law enforcement agencies and the first year of Logical software updates, live tech support, and cables. The Ruggedized UFED Ultimate version costs \$11,499. This amount also includes a \$500 discount and the first year and law enforcement discount included as well, and the first year of Logical software updates, live tech support, and cables. Subsequently, the yearly service update for both versions will cost \$ 2,999 per year.

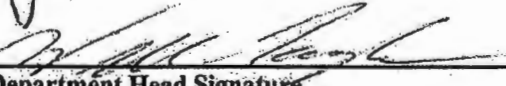
7. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).** Yes. The department will utilize the firm for product maintenance and software updates.
8. **Period of Performance:** The Department requests a five-year agreement, renewable in one year increments for an amount not to exceed \$75,000 annually, and contingent upon Cellebrite's product continuing its superior performance compared to its competitors. This amount will cover all new purchases of Cellebrite's devices, including the service update on the new devices and any existing devices.



Chief Deputy Signature

4/22/13

Date



Department Head Signature

4/22/13

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

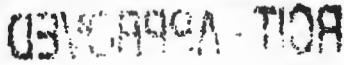
Not to exceed: \$ 75,000 One time Annual Amount through 6-30-2018

[Signature] 4-22-13 13-452
Purchasing Agent Date Approval Number
(Reference on Purchasing Documents)



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
 To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for Internal Use Only

REQUESTED PURCHASE: CELLEBRITE CELL PHONE EXTRACTION DEVICES AND MAINT. SERVICES																					
DEPARTMENT/AGENCY: SHERIFF DEPT.																					
CONTACT NAME/PHONE: SOKUN TRAN 955-9848																					
PURCHASE REQUEST: <input checked="" type="checkbox"/> NEW EQUIPMENT/SERVICES <input type="checkbox"/> UPGRADE <input type="checkbox"/> REPLACEMENT																					
PURCHASE TYPE: <input type="checkbox"/> PROFESSIONAL SERVICES <input checked="" type="checkbox"/> SOFTWARE <input type="checkbox"/> HARDWARE <input checked="" type="checkbox"/> RENEWAL																					
DESCRIBE REQUESTED PURCHASE	Cellebrite cell phone extraction devices are used for forensic data extraction. The Logical device is \$6K each and the Ultimate Touch device is \$10K each. Annual purchase and service maintenance on all devices not to exceed \$75K. Request on Form 11 is for all stations and bureaus.																				
BUSINESS NEEDS ADDRESSED	Support investigative functions 																				
ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> UNKNOWN																					
BUSINESS CRITICALITY <input checked="" type="checkbox"/> Run the business <input type="checkbox"/> Grow the business <input type="checkbox"/> Transform the business	BUSINESS IMPACT (SELECT ALL THAT APPLY) <input checked="" type="checkbox"/> Support current operations <input checked="" type="checkbox"/> Reduce Expenses <input checked="" type="checkbox"/> Improve Customer Service <input checked="" type="checkbox"/> Improve Operational Efficiencies																				
BUSINESS RISKS	Financial: n/a Operational: n/a Customer: n/a																				
ALTERNATIVE SOLUTIONS	1. [Solution] 2. [Solution] 3. [Solution]																				
TRANSACTION <input checked="" type="checkbox"/> Cash Purchase <input type="checkbox"/> Lease Purchase Lease Years: _____																					
PURCHASE COSTS Hardware: \$ 55,000 Software: \$20,000 Labor: \$	COST BENEFIT ANALYSIS																				
	<table border="1"> <thead> <tr> <th></th> <th>ALTERNATIVE STATUS QUO</th> <th>ALTERNATIVE</th> <th>ALTERNATIVE</th> </tr> </thead> <tbody> <tr> <td>Current Annual Cost</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Ongoing Annual Cost</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Annual Cost Savings</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Net Annual Savings</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		ALTERNATIVE STATUS QUO	ALTERNATIVE	ALTERNATIVE	Current Annual Cost				Ongoing Annual Cost				Annual Cost Savings				Net Annual Savings			
	ALTERNATIVE STATUS QUO	ALTERNATIVE	ALTERNATIVE																		
Current Annual Cost																					
Ongoing Annual Cost																					
Annual Cost Savings																					
Net Annual Savings																					



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for
Internal Use Only

TOTAL COST: \$ 75,000	Project Implementation Cost			
	Project Payback Period? yrs			
Department Head Signature:		Date:		

RCIT RECOMMENDATION - for purchases and renewals under \$100,000

Recommended: Yes No (Non-recommended requests submit to TSOC)

By: _____ Date: _____

Chief Information Officer Signature: _____ Date: _____

RCIT explanation for non-recommended requests:

RCIT - APPROVED

TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals

Recommended: Yes No (In no, provide explanation below)

TSOC Chair Signature: _____ Date: _____

TSOC explanation for denied requests:



County of San Diego
 Department of Purchasing & Contracting
 10089 Willow Creek Rd, Ste 150
 San Diego, CA 92131-1699
 Ph: (858) 537-2500 Fax: (858) 715-6452

PURCHASE ORDER

P.O. Number-Rev: **536860-0**
 P.O. Type: **STANDARD**
 Date: **10-MAR-11**

Authorized By: TRACY M HUDSON
Phone No: (858) 537-2547

SUPPLIER: _____ **TERMS:** _____

CELLEBRITE USA CORP
 266 HARRISTOWN
 GLEN ROCK, NJ 07452

Payments: NET 30 DAYS
F.O.B. DESTINATION
Freight: PREPAID
Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO: _____ **SHIP TO:** _____

SHERIFF'S DEPARTMENT
 ATTN: PAYABLES & SUPPLY UNIT
 9621 RIDGEHAVEN CT
 SAN DIEGO, CA 92123

SHERIFF DEPARTMENT
 SHERIFF HIDTA
 5555 OVERLAND AVE STE 1102
 SAN DIEGO, CA 92123

The P.O. Number must appear on all invoices and shipping documents. For out-of-state invoices, the County will pay California Use Tax directly to the State of CA per Permit No. SR FH 25-632384. Prior to first payment, new service suppliers must submit a completed IRS Form W-9 to the Auditor and Controller via fax at (619) 531-5417. Mail the original W-9 to: County of San Diego, 1600 Pacific Hwy, Rm 061, San Diego, CA 92101.

REQUIRED DELIVERY DATE: _____

16-MAR-11

NOTE TO SUPPLIER: _____

ORDER ITEMS: _____

Line: 1

Quantity: 1 **UOM:** EACH **Unit Price:** 999.00 **Total Line Price:** 1,086.41
UNSPSC: 432326.0500 **Item #:** **Taxable:** CA SALES TAX (Including Tax)

Description:
 Cellebrite USA, Corp. pt # SWUF-1 (5537247)

Line Notes:

TOTAL P.O. PRICE (Including Tax): \$ 1,086.41

END OF ORDER

R. Bigley

SD CNTY PURCH #11 FEB 25 PM0104



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

February 7, 2011

To: Winston F. McColl, Director
Purchasing and Contracting (O-32)

From: William D. Gore, Sheriff (O-41) *MEY*

Control No.:	5210
Date P&C Rec'd:	2-25-2011
Date P&C Approved:	3/1/11
P&C Approval by:	<i>[Signature]</i>
Date to DCAO (A6):	
P&C Comment:	(<input type="checkbox"/> See Attached)
Date DCAO Approved:	3/2/11
DCAO Approval by:	<i>[Signature]</i>
DCAO Comment:	(<input type="checkbox"/> See Attached)
Date Returned to P&C (O32):	
Assigned to:	UNDER BOARD

REQUEST FOR EXCEPTION TO COMPETITIVE PROCUREMENT POLICY A-87 (REQUISITON 79462)

In accordance with Board Policy A-87, 3 C, "Competitive Procurement," this is a request for approval of a sole source procurement of three (3) CelleBrite Universal Forensic Extraction Devices (cell phone data extraction kit) and accessories from CelleBrite USA, Corp.

1. ITEMS OR SERVICES TO BE PROCURED

The items to be procured are three (3) CelleBrite Universal Forensic Extraction Devices (UFED) cell phone data extraction kit and accessories, two year licensing and warranty.

2. WHAT ITEMS WILL DO FOR THE COUNTY

Cell phones data retrieval is becoming paramount to the investigative process; it is developing into key prosecutorial evidence in many cases. The CelleBrite Universal Forensic Extraction Device (UFED) is a stand-alone, mobile forensics device that can be used either in the field or at the lab. It can perform both logical and physical data extraction, including recovery of deleted messages and content and efficiently and effectively transfers it into reports for research and evidence which is used in solving crimes. It is able to extract and analyze data from more than 3000 handset models, including smartphones and GPS devices. The Cellebrite's UFED can extract vital data such as phonebooks, pictures, videos, text messages, call logs, ESN and IMEI information for immediate use.

3. SPECIFIC EXCEPTION; i.e., SOLE SOURCE OR COMPATIBILITY/ REASON FOR SOLE SOURCE

The procurement of the CelleBrite Universal Forensic Extraction Device (UFED) meets Board Policy A-87, 3 C, Absolute Compatibility. This device is currently in use by the District Attorney's Office and the Sheriff Department's North and East County Gang Task Forces, the Regional Computer Forensic Laboratory and the High Intensity Drug Trafficking Boarder Crime Suppression Team. Future units to receive this equipment are the Narcotics Task Force area

teams. The procurement of the device will continue the standardization of equipment used in investigations and reconstruction of crime elements. Standardization offers the uniformity necessary for ease of training, enhances safety and inter-operational use within the department.

4. COST

The cost of one (1) CelleBrite Universal Forensic Extraction Device (cell phone data extraction kit) is approximately \$10,867. Additional devices and accessories charges are not to exceed \$50,000 in total. A fair and reasonable price was determined from past purchases of this device and accessories. Funds for this request are from the FY 2008 Stonegarden grant and are contained within the Sheriff's Fiscal Year 2010 - 2011 Operational Plan.

Your approval of this sole source procurement request will be appreciated. If you have any questions, please contact George Gonzales, Contracts Division at (858) 974-2600.



William D. Gore, Sheriff

Cellebrite Inc.
 7 Campus Drive
 Suite 210
 Parsippany, NJ 07054
 USA



Quote

Tel. +1 201 848 8552
 Fax. +1 201 848 9982
 Tax ID#: 22-3770059

Quote #:
 CB-32290
 Quote Date:
 May 09, 2016

Bill To: San Diego Sheriff's Department
 9621 Ridgehaven Ct.
 San Diego, California, 92123
 United States
Contact: George Gonzalez
Phone #: 619-980-6473

Ship To: San Diego Sheriff's Department
 SDCS 9621 Ridgehaven Ct
 San Diego, CA, 92123
 United States
Contact: George Gonzalez
Phone #: 619-980-6473

Customer ID	Good Thru	Payment Terms	Sales Rep
SF-00039123	Jun 08, 2016	Net 30	Cardell Henderson

Item Code	Description	Quantity	Net Price
A-SOW-11-003	UFED 4PC ultimate SW renewal Starting from: Jun 01, 2016 To: Mar 31, 2017 SN: 9602048 2134615067	1	\$2,738.17
A-SOW-07-023	UFED Touch Ultimate SW renewal Starting from: Jun 01, 2016 To: Mar 31, 2017 SN: 5922332 1135692639 5922503 9379737	2	\$5,144.32

Subtotal:	\$7,882.49
Shipping & Handling:	\$ 0
Sales Tax (0.0%*):	\$ 0
Total:	\$7,882.49

Comments:

***SALES TAX DISCLAIMER:** Cellebrite, Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - M777) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

Terms and conditions:

- Payment terms: Net 30; 1.5% per month interest on late payment
- Shipping: FCA, Parsippany, NJ, USA : Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- 12 months software support included in initial purchase. The next support period purchased begins immediately at the end of the 12 months, i.e., no gaps in support period are allowed.
- Complete Terms and conditions of sale available upon request (or available at: <http://legal.cellebrite.com/us/index.html> .

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes bids, proposals, quotes or any other submission to provide goods and/or services).

1. BUSINESS TYPE

For-profit Non-profit Government

Attach proof of status for Non-profit.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has no and will not enter into a subcontract relationship with a related for-profit entity.

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:

3.1. Are you a local business with a physical address within the County of San Diego? Yes No

3.2. Are you certified by the State of California as a:

Disabled Veteran Business Enterprise (DVBE)

Certification #: _____

Small Business Enterprise (SBE)

Certification #: _____

3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:

Veteran Owned Small Business (VOSB)

Certification # _____

Service Disabled Veteran Owned Small Business (SDVOSB)

Certification # _____

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %

4. DEBARMENT, SUSPENSION AND RELATED MATTERS

4.1. Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.1.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.2. Except as allowed for in Section 4.2.4, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.2.1. Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;

4.2.2. Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;

4.2.3. Are presently the target or subject of any investigation, accusation or charges by any federal, state or local law enforcement, licensing or certification body.

4.2.4. If Offeror is unable to certify any of the facts set forth in Sections 4.2.1, 4.2.2 or 4.2.3, it certifies that it has listed on a separate sheet(s) attached to this Representations and Certifications each fact that it cannot certify and the reason it cannot do so. That information must include the specific relevant facts (date(s), contract(s) and individual(s) involved, status of action(s), and any other relevant information) that prevent it from making the requested certifications. The County reserves the right to disqualify an Offeror based upon information disclosed.

4.3. Offeror has a continuing duty to disclose information until contract award/execution and shall report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 and 4.2.

4.4. If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform related work on this project (e.g. preparing components of the statement of work or plans and specifications for this project), Offeror shall identify those previous agreement(s) and submit that list along with the proposal. Other than as may be submitted on said list, Offeror certifies to the best of its knowledge that it and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project.

5. CURRENT COST OR PRICING

Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.

6. INDEPENDENT PRICING

Offeror certifies that in relation to this procurement:

6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;

6.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. TAX INFORMATION

The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Eg. Fontana


Signature: _____

Title: Controller

Date: 4/19/16

Company/Organization: Cellar Book Inc.

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER



State of California

Department of Industrial Relations

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DLSE Debarments

The following contractors are currently barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor, for the period set forth below.

As part of your due diligence, we suggest that you also check:

- Contractor status at the Contractors State License Board (CSLB)
- The Federal debarment list at the Excluded Parties List System

For a list of past DLSE debarments of public works contractors, please contact:

Susan Nakagawa
 Special Assistant to the Labor Commissioner
 1515 Clay Street
 Suite 401
 Oakland, CA 94612 SNakagawa@dir.ca.gov

Name of contractor	Period of debarment
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #702729	4/1/44 through 3/31/47
Rogelio Medina Vazquez, an individual and in his	

Public Works

Links

- Contractors
- Prevailing Wage
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- Awarding Bodies
- Apprenticeship Requirements
- File a Public Works Complaint
- Resources
- Tutorials and Webinars

About Public Works

Fact Sheets:

- Public Works Reforms (SB 854)
- Concrete Delivery Legislation (AB 218)

• Frequently Asked Questions

• Get Public Works Email Updates

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[Inactive Exclusions](#)

[Excluded Family Members](#)

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Celebrite Usa Corp 7 Campus Drive Ste. 210
 DUNS: 033095568 CAGE Code: 4C9Q7 Parsippany, NJ, 07054-4413,
 Status: Active UNITED STATES

Expiration Date: 01/06/2017
 Purpose of Registration: All Awards

Entity Overview

Entity Information

Name: Celebrite Usa Corp
 Business Type: Business or Organization
 POC Name: Jennifer Fernandez
 Registration Status: Active
 Activation Date: 01/07/2016
 Expiration Date: 01/06/2017

Exclusions


Active Exclusion Records? No



Exclusions Search Results: Entities

No Results were found for

celebrite

 If no results are found, this individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation

[Search Again](#)

Search conducted 5/11/2016 3:33:59 PM EST on OIG LEIE Exclusions database.
Source data updated on 5/5/2016 10:20:00 AM EST.

FZK

Line #	Universal Forensic Extraction Device		Cellebrite Inc		FORENSIC STORE INC.		Award		
	Description	Qty	UOM	Unit Price	Ext. Price	Unit Price	Ext. Price	PaRa:Ba: Inc	
1	KIT UFED TOUCH LOGICAL TO LOGICAL To include the following: UFED Rubberized/Shockproof Housing (Foren-Glove) All Cables & Power Charging Tips (2ALL) Cable & Power Tips Organizer (Organizer-UFED) UFED Padded Carrying Case (Foren-Case) UFED Micro SIM Adapter (Foren-Microsimadaptr) UFED SIM ID Cloning Cards (Foren-SIM) UFED Micro SIM ID Cloning Cards (Foren-MicroSIM) Power Supply 12v 1000ma (8PS1000ma) Car Power Adapter (Foren-Car) USB Flash Drive (Foren-USB) Data Connectivity Cable (IUFED-Dataconn) Phone Power Up Cable (C-Pwrupcable) UFED Cleaning Brush (Foren-Brush) Memory Card Reader (Foren-Cardread)	3	EA	\$ 6,084.00	\$ 18,252.00	\$ 5,785.00	\$ 17,355.00	\$ 4,449.99	\$ 13,349.97
2	Trade in of UFED Standard Logical Device	3	EA	\$ (1,500.00)	\$ (4,500.00)	\$ (1,200.00)	\$ (3,600.00)		\$
3	UFED Touch Ultimate Software Renewal ONE (1) YEAR UFED Touch Ultimate Software Renewal - One (1) Year-SWULT-1 Ultimate License Renewal and Dongle has expiration date of 09/29/15.	1	EA	\$ 3,098.99	\$ 3,098.99	\$ 2,944.04	\$ 2,944.04	\$ 3,006.02	\$ 3,006.02
4	UFED Touch Logical Software Renewal ONE (1) YEAR UFED Touch Logical Software renewal - One (1) Year-SWUFTOUCH-1	2	EA	\$ 1,099.99	\$ 2,199.98	\$ 1,044.05	\$ 2,088.10	\$ 1,066.99	\$ 2,133.98
5	UFED Ultimate Add-On UFED-ULTADDON	3	EA	\$ 3,999.99	\$ 11,999.97	\$ 3,799.99	\$ 11,399.97	\$ 3,879.99	\$ 11,639.97
6	PHYSICAL USB DONGLE UFEDPHY-USBKEY	1	EA	\$ 2,499.00	\$ 2,499.00	\$ 2,374.05	\$ 2,374.05	\$ 2,424.03	\$ 2,424.03
Total				\$ 15,281.97	\$ 33,549.94	\$ 14,747.13	\$ 32,561.16	\$ 14,827.02	\$ 32,553.97
Payment Terms									
Delivery Days ARO				10		14		10	
Comments								Line 2 - covered in line item 1)	

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



338

FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
04/02/12

SUBJECT: Approval of a Multi-Year Sole Source Purchase Award to Cellebrite U.S.A. to Provide the Sheriff's Department Universal Forensic Cell Phone Extraction Devices and Service Support

RECOMMENDED MOTION: Move that the Board of Supervisors authorize the Purchasing Agent to purchase Universal Forensic Cell Phone Extraction Devices (UFED) with software licenses and service support from Cellebrite U.S.A. for a cost not exceed \$75,000 annually until June 30, 2018, without obtaining competitive bids in accordance with Ordinance 459.4.

(Continued on Page 2)

RCIT
 Kevin K Crawford, CIO
 Departmental Concurrence

Will Taylor for

Stanley L. Sniff Jr., Sheriff-Coroner-PA
Will Taylor, Director of Administration

FINANCIAL DATA	Current F.Y. Total Cost:	\$65,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$65,000	Budget Adjustment:	No
	Annual Net County Cost:	\$75,000	For Fiscal Year:	FY 2012-13

SOURCE OF FUNDS: Departmental Budget BR 13-076	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Elizabeth J. Olson*
Elizabeth J. Olson

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

APR 10 2012 10:00 AM
COUNTY OF RIVERSIDE
GENERAL SERVICES CENTER

3-20

Dept's Recomm.:
 Per Exec. Off.:

BOARD OF SUPERVISORS

FORM 11: Approval of a Sole Source Purchase of Forensic Cell Phone Extraction Devices from Cellebrite U.S.A.

BR 13-076

Page 2

BACKGROUND: On April 17, 2012 (3.14), the Board approved the sole source purchase of seven universal forensic cell phone extraction devices from Cellebrite U.S.A. Forensic cell phone extraction devices, as the name implies, recover, decode and analyze digital evidence from mobile phones or any device that has both internal memory and communication ability. Acknowledging Cellebrite's continued superior device performance and price reasonableness over the last year, and the Sheriff's fast expanding use of the extractors in every sector of Patrol, the department is requesting a five-year annual expense authorization of \$75,000 with this firm.

Last year, the Sheriff's Department detailed to the Board Cellebrite's superiority over its two main rivals: Susteen and Logicube. Currently, Cellebrite continues to lead in its accessibility to handset source codes. Its UFED's automatically extract data from over 4,000 different cell phones, including CDMA phones (ones that run on Sprint and Verizon), GSM phones (AT&T & most international carriers), iOS (iPhone, iPad, etc) devices, and Android devices were recently added. Susteen advertises access to over 4,000 phones; however their website listing shows only 3,014 phones. Currently, they lack the capabilities of full extraction, which varies from devices and carriers. Logicube advertises access to over 2,000 phones, but access to the tablet and ipad devices are currently not available.

In addition to cell phones, Cellebrite is also capable of extracting, decrypting, and decoding GPS Navigation devices. Although Logicube can also extract GPS devices, they are limited to extracting data from fourteen different GPS devices. Susteen currently does not offer any extraction capabilities on GPS devices, as they are still working on adding this feature. Cellebrite lists over one hundred GPS devices that they are capable of extracting information from, which include TomTom and Garmin. Cellebrite's UFED extracts data from GPS devices on locations, dates, time, and routes of all movements, geotags, and even deleted data.

Cellebrite also offers a "ruggedized" version which will endure the rigors of field use while offering the same functionality. Additionally, the ruggedized version carries 5 SIM ID Cloning cards rather than the traditional 3, as well as 5 Micro SIM ID Cloning cards. Ruggedized versions also include a UFED phone charger, hardened carrying case, UFED Forensic memory card reader, faraday bag, case embedded work surface, UFED Touch screen cover, and a UFED External Hard Drive.

Price Reasonableness: Cellebrite is offering the County the same discount offered state and local government and law enforcement agencies.

Previously, the Department purchased the Cellebrite "Classical" version device, and has acquired 10 of the devices since 2008. Cellebrite now manufactures the UFED Touch Logical extraction device and the UFED Touch Ultimate device. To upgrade the Classical version to function like the UFED Touch Logical version, the Physical/Ultimate Add-On Module has to be purchased. This device upgrade costs \$3,999. It must be noted that Cellebrite has announced it will be phasing out the Classical version within the next three years.

Cellebrite is offering the UFED Touch Logical for \$6,000, and this price includes

BOARD OF SUPERVISORS

FORM 11: Approval of a Sole Source Purchase of Forensic Cell Phone Extraction Devices from Cellebrite U.S.A.

BR 13-076

Page 3

the first year Logical software updates, live tech support, and new cables. The Ruggedized UFED Logical version costs \$7,999. This amount also includes the first year of Logical software updates, live tech support, and new cables. Subsequently, the yearly service update for both versions will cost \$999.99 per year. The vendor has maintained the same Logical software update cost since 2008.

The cost of the UFED Ultimate is \$9,499, and this amount includes a \$500 discount given to law enforcement agencies and the first year of Logical software updates, live tech support, and cables. The Ruggedized UFED Ultimate version costs \$11,499. This amount also includes a \$500 discount and the first year and law enforcement discount included as well, and the first year of Logical software updates, live tech support, and cables. Subsequently, the yearly service update for both versions will cost \$2,999 per year.

Date: March 20, 2013

From: Will Taylor, Finance Director Department/Agency: Sheriff's Department

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement; Request to purchase cell phone extraction devices, service updates and annual service agreement.

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.

1. **Supply/Service being requested:** Request to purchase Universal Forensic Cell Phone Extraction Devices (UFED), update services, and the annual services agreement for all devices.
 - Service Updates to the Classical UFED
 - UFED Touch Logical and Ruggedized version
 - UFED Touch Ultimate and Ruggedized version
2. **Supplier being requested:** Cellebrite USA, Corp.
3. **Alternative suppliers that can or might be able to provide supply/service:** Other similar products on the market are Susteen's Secure View 3, and Logicube CellDEK. Both competitors provide a fraction of the service, but not all of the services/features of the Cellebrite device, or as many contracts with other cell phone carriers as Cellebrite.

Contracts with cell phone carriers are essential because they allow Cellebrite access to proprietary information each carrier uses in their phones. Having this information is equivalent to having a key that unlocks the technology applicable to each phone/device, which results in a more expeditious and thorough collection of information. Cellebrite is usually up to date with all the new phone devices currently out in the market.

In addition, the Sheriff's Department has also purchased and used the Secure View and CellDEK devices. The Secure View and CellDEK devices do not support as many different types of cell phones as Cellebrite's product. The Sheriff's Department has also experienced downtime with the CellDEK device, and has had to return the device to the manufacturer for repairs on several occasions. The department has also experienced breakage problems with the Susteen product. These issues are an inconvenience, which limits the ability to capture real time data and keep up with a case load. These device manufacturers do not have the ability to access and update software with the cell phone companies as they do not have exclusive contracts with the carriers. Finally, Cellebrite provides monthly software updates that allow the department to remain current with technology.

4. **Extent of market search conducted:** Information on extraction device utility and durability was provided by computer forensic investigative personnel who have utilized the Secure View, CellDEK and Cellebrite devices to conduct forensic analysis. In a head-to-head comparison of all three devices used by the Sheriff's Department, the Cellebrite device provided the most hits,

SS-SHERIFF-Cellebrite, Page 2

and the most accurate information. Department staff has recently contacted Susteen and Logicube to inquire about their newest devices and determined that their devices still do not provide the same features as Cellebrite.

5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** Cellebrite's UFED Ultimate supports all cell phone platforms and is compatible with any mobile carrier. It has the capability of extracting information from phone applications such as social networks, phone applications, and GPS applications such as the Garmin.

Cellebrite has access to source codes as well as handsets before retail launch. The UFED automatically extracts data from over 4,000 different cell phones, including CDMA phones (ones that run on Sprint and Verizon), GSM phones (AT&T & most international carriers), iOS (iPhone, iPad, etc) devices, and Android devices were recently added. Susteen advertises access to over 4,000 phones; however their website listing shows only 3,014 phones. Currently, they lack the capabilities of full extraction, which varies from devices and carriers. Logicube advertises access to over 2,000 phones, but access to the tablet and ipad devices are currently not available.

In addition to cell phones, Cellebrite is also capable of decrypting and decoding TomTom navigations and follow locations, dates, time, and routes of all movements while the device has been on. Cellebrite's UFED also extracts data from GPS devices including fixes, favorite locations, geotags, and even deleted data. Cellebrite also offers a "ruggedized" version which will endure the rigors of field use while offering the same functionality. Additionally, the ruggedized version carries 5 SIM ID Cloning cards rather than the traditional 3 as well as 5 Micro SIM ID Cloning cards. Ruggedized versions also include a UFED phone charger, Rugged carrying case, UFED Forensic memory card reader, faraday bag, case embedded work surface, UFED Touch screen cover, and a UFED External Hard Drive.

6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** This is an ideal solution for the Sheriff's Department as the equipment can be utilized on or off-site for cell phone analysis. The compatibility with most cell phones is unparalleled which allows for thorough examinations.

The Sheriff's CATCH Unit has a device, but the demand for its use is high and cases are turned away or suffer lengthy waits because of the lack of resources. The Cellebrite system is portable, handheld, and has the ability to extract data in real time and can be self-powered by internal rechargeable battery, 12 volt vehicle power, or 15 volt AC power. This makes it convenient for the Sheriff's Department to conduct on-site forensic analysis on cell phones. Many, if not most, of the investigations involve cell phones, and smart phones (hand held computers), that require recovery of the evidence contained on them. Without a Cellebrite extraction device, the Sheriff's Department would not be able to collect valuable evidence. Cellebrite will improve the ability to support stations and agencies to gather essential evidence to use in trials. Furthermore, many victims have digital evidence on their mobile device and smart phones, and with this equipment the department will be able to recover and use it for a successful prosecution.


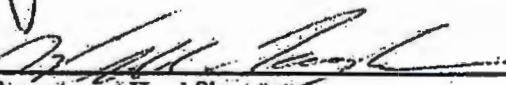
Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier: Cellebrite is offering the County the same discount offered state and local government and law enforcement agencies.

Cellebrite is offering the UFED Touch Logical for \$6,000, and this price includes the first year Logical software updates, live tech support, and new cables. The Ruggedized UFED Logical version costs \$7,999. This amount also includes the first year of Logical software updates, live tech support, and new cables. Subsequently, the yearly service update for both versions will cost \$999.99 per year. The vendor has maintained the same Logical software update cost since 2008.

Previously, the Department purchased the Cellebrite Classical version. Since 2008, we have purchased 10 of the devices. To upgrade the Classical version to function like the UFED Touch Logical, the Physical/Ultimate Add-On Module has to be purchased at a cost of \$3,999. Cellebrite has announced it will be phasing out the Classical version within the next three years. However, the \$6,000 purchase price of the Touch Logical version makes it a smarter purchase, since the total cost of the Classical with the Add-On module is approximately \$2,400 than that of the Touch Logical.

The cost of the UFED Ultimate device is \$9,499, and this amount includes a \$500 discount given to law enforcement agencies and the first year of Logical software updates, live tech support, and cables. The Ruggedized UFED Ultimate version costs \$11,499. This amount also includes a \$500 discount and the first year and law enforcement discount included as well, and the first year of Logical software updates, live tech support, and cables. Subsequently, the yearly service update for both versions will cost \$ 2,999 per year.

7. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).** Yes. The department will utilize the firm for product maintenance and software updates.
8. **Period of Performance:** The Department requests a five-year agreement, renewable in one year increments for an amount not to exceed \$75,000 annually, and contingent upon Cellebrite's product continuing its superior performance compared to its competitors. This amount will cover all new purchases of Cellebrite's devices, including the service update on the new devices and any existing devices.

	4/22/13
_____ Chief Deputy Signature	_____ Date
	4/22/13
_____ Department Head Signature	_____ Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 75,000

One time

Annual Amount through 6-30-2018


Purchasing Agent

4-22-13
Date

13-452
Approval Number

(Reference on Purchasing Documents)

FWR



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for Internal Use Only

REQUESTED PURCHASE: CELLEBRITE CELL PHONE EXTRACTION DEVICES AND MAINT. SERVICES																					
DEPARTMENT/AGENCY: SHERIFF DEPT.																					
CONTACT NAME/PHONE: SOKUN TRAN 955-9848																					
PURCHASE REQUEST: <input checked="" type="checkbox"/> NEW EQUIPMENT/SERVICES <input type="checkbox"/> UPGRADE <input type="checkbox"/> REPLACEMENT																					
PURCHASE TYPE: <input type="checkbox"/> PROFESSIONAL SERVICES <input checked="" type="checkbox"/> SOFTWARE <input type="checkbox"/> HARDWARE <input checked="" type="checkbox"/> RENEWAL																					
DESCRIBE REQUESTED PURCHASE	Cellebrite cell phone extraction devices are used for forensic data extraction. The Logical device is \$6K each and the Ultimate Touch device is \$10K each. Annual purchase and service maintenance on all devices not to exceed \$75K. Request on Form 11 is for all stations and bureaus.																				
BUSINESS NEEDS ADDRESSED	Support investigative functions RCIT - APPROVED																				
ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> UNKNOWN																					
BUSINESS CRITICALITY <input checked="" type="checkbox"/> Run the business <input type="checkbox"/> Grow the business <input type="checkbox"/> Transform the business	BUSINESS IMPACT (SELECT ALL THAT APPLY) <input checked="" type="checkbox"/> Support current operations <input checked="" type="checkbox"/> Reduce Expenses <input checked="" type="checkbox"/> Improve Customer Service <input checked="" type="checkbox"/> Improve Operational Efficiencies																				
BUSINESS RISKS	Financial: n/a Operational: n/a Customer: n/a																				
ALTERNATIVE SOLUTIONS	1. [Solution] 2. [Solution] 3. [Solution]																				
TRANSACTION <input checked="" type="checkbox"/> Cash Purchase <input type="checkbox"/> Lease Purchase Lease Years: _____																					
PURCHASE COSTS Hardware: \$ 55,000 Software: \$20,000 Labor: \$	COST BENEFIT ANALYSIS																				
	<table border="1"> <thead> <tr> <th></th> <th>ALTERNATIVE STATUS QUO</th> <th>ALTERNATIVE</th> <th>ALTERNATIVE</th> </tr> </thead> <tbody> <tr> <td>Current Annual Cost</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Ongoing Annual Cost</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Annual Cost Savings</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Net Annual Savings</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		ALTERNATIVE STATUS QUO	ALTERNATIVE	ALTERNATIVE	Current Annual Cost				Ongoing Annual Cost				Annual Cost Savings				Net Annual Savings			
	ALTERNATIVE STATUS QUO	ALTERNATIVE	ALTERNATIVE																		
Current Annual Cost																					
Ongoing Annual Cost																					
Annual Cost Savings																					
Net Annual Savings																					



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for
Internal Use Only

TOTAL COST: \$ 75,000	Project Implementation Cost			
	Project Payback Period? yrs			

Department Head Signature: _____ Date: _____

RCIT RECOMMENDATION for purchases and renewals under \$100,000

Recommended: Yes No (Non-recommended requests submit to TSOC)

By: _____ Date: _____

Chief Information Officer Signature: _____ Date: _____

RCIT explanation for non-recommended requests:


RCIT - APPROVED

TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals

Recommended: Yes No (In no, provide explanation below)

TSOC Chair Signature: _____ Date: _____

TSOC explanation for denied requests:



County of San Diego
 Department of Purchasing & Contracting
 10089 Willow Creek Rd, Ste 150
 San Diego, CA 92131-1699
 Ph: (858) 537-2500 Fax: (858) 715-6452

PURCHASE ORDER

P.O. Number-Rev: 536861-0
P.O. Type: CONTRACT
Date: 10-MAR-11
Effective Date: -
Not to Exceed: \$999.00

Authorized By: TRACY M HUDSON
Phone No: (858) 537-2547

SUPPLIER:

CELLEBRITE USA CORP
 266 HARRISTOWN
 GLEN ROCK, NJ 07452

FILE COPY

TERMS:

Payments: NET 30 DAYS
F.O.B. DESTINATION
Freight: PREPAID
Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO:

SHERIFF'S DEPARTMENT
 ATTN: PAYABLES & SUPPLY UNIT
 9621 RIDGEHAVEN CT
 SAN DIEGO, CA 92123

SHIP TO:

SHERIFF DEPARTMENT
 SHERIFF HIDTA
 5555 OVERLAND AVE STE 1102
 SAN DIEGO, CA 92123

The P.O. Number must appear on all invoices and shipping documents. For out-of-state invoices, the County will pay California Use Tax directly to the State of CA per Permit No. SR FH 25-632384. Prior to first payment, new service suppliers must submit a completed IRS Form W-9 to the Auditor and Controller via fax at (619) 531-5417. Mail the original W-9 to: County of San Diego, 1600 Pacific Hwy, Rm 061, San Diego, CA 92101.

REQUIRED DELIVERY DATE:

DELIVER BY THE DATE SHOWN ON THE RELEASE ORDER
 OR AS OTHERWISE SPECIFIED BY THE ORDERING
 DEPARTMENT

NOTE TO SUPPLIER:

END OF ORDER

FILE 1

FILE COPY



County of San Diego
 Department of Purchasing & Contracting
 5560 Overland Ave, Ste 270
 San Diego, CA 92123-1204
 PH: (858) 505-6367 FAX: (858) 715-6452

PURCHASE ORDER CHANGE

(Do Not Duplicate Order)

P.O.Number-Rev: 536864 - 2
P.O.Type: CONTRACT
Date: 05-OCT-12
Effective Date: 10-MAR-11 - 09-MAR-13
Not to Exceed: \$70,168.00

Authorized By: TRACY M HUDSON
Phone No: (858) 505-6361

Page : 1 of 1

FILE COPY

SUPPLIER:

CELLEBRITE USA CORP
 266 HARRISTOWN #105
 GLEN ROCK, NJ 07452

TERMS:

Payments: NET 30 DAYS
F.O.B.: DESTINATION
Freight: PREPAID
Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO:

SHERIFF'S DEPARTMENT
 ATTN: PAYABLES & SUPPLY UNIT
 9621 RIDGEHAVEN CT
 SAN DIEGO, CA 92123

SHIP TO:

SHERIFF DEPARTMENT
 CONTRACT/PROCUREMENT UNIT
 9621 RIDGEHAVEN CT
 SAN DIEGO, CA 92123

The P.O. Number must appear on all invoices and shipping documents. For out-of-State Invoices, the county will pay California Use Tax directly to the State of CA per Permit no. SR FH 25-632384. Prior to first payment, new suppliers must submit a completed IRS Form W-9 and a FTB Form 590. Failure to submit a completed FTB Form 590 will result in back up withholding on all payments per CA Revenue and Taxation Code section 18662. Submit both forms to Auditor & Controller via fax at (858) 894-2080 and mail originals to: County of San Diego, 5530 Overland Ave, Ste 410, San Diego, CA 92123

REQUIRED DELIVERY DATE:

DELIVERY BY THE DATE SHOWN ON THE RELEASE ORDER
 OR AS OTHERWISE SPECIFIED BY THE ORDERING
 DEPARTMENT

NOTE TO THE SUPPLIER:

ADDITIONAL INFORMATION :

END OF ORDER

FILE COPY



County of San Diego
 Department of Purchasing & Contracting
 10089 Willow Creek Rd, Ste 150
 San Diego, CA 92131-1699
 Ph: (858) 537-2500 Fax: (858) 715-6452

PURCHASE ORDER CHANGE
 (Do Not Duplicate Order)

P.O. Number-Rev: 536863-2
P.O. Type: STANDARD
Date: 17-JUN-11

FILE COPY

Authorized By: TRACY M HUDSON
Phone No: (858) 537-2547

SUPPLIER: CELLEBRITE USA CORP 266 HARRISTOWN #105 GLEN ROCK, NJ 07452	TERMS: Payments: NET 30 DAYS F.O.B.: DESTINATION Freight: PREPAID Carrier: BEST METHOD
---	---

SEND ORIGINAL INVOICE TO: SHERIFF'S DEPARTMENT ATTN: PAYABLES & SUPPLY UNIT 9621 RIDGEHAVEN CT SAN DIEGO, CA 92123	SHIP TO: (See Order Items Below)
---	--

The P.O. Number must appear on all invoices and shipping documents. Effective January 1, 2012, payments over \$10,000 are subject to 3% federal withholding per Internal Revenue Code subsection 3402(f), unless exempt. For out-of-state invoices, the County will pay California Use Tax directly to the State of CA per permit no. SR FH 25-632384. Prior to the first payment, new suppliers must submit a completed IRS Form W-9 and a CA FTB Form 590. Failure to submit a completed FTB Form 590 will result in back up withholding on all payments per CA Revenue and Taxation Code section 18662. Submit both forms to the Auditor & Controller via fax at (619) 531-5417 and mail originals to: County of San Diego, 1600 Pacific Hwy, Room 061, San Diego, CA 92101.

REQUIRED DELIVERY DATE: (See Order Items Below)

NOTE TO SUPPLIER: DEPT CONTACT: GEORGE GONZALES 858-974-2600
--

ORDER ITEMS:

Line: 2

Quantity: 999 **UOM:** DOLLAR **Unit Price:** 1.00 **Total Line Price:** 1,086.41
UNSPSC: 432326.0500 **Item #:** **Taxable:** CA SALES TAX (Including Tax)

Description:
SURVEILLANCE & DETECTION EQUIPMENT

Line Notes:

Ship To: SHERIFF DEPARTMENT
SHERIFF HIDTA
5555 OVERLAND AVE STE 1102
SAN DIEGO, CA 92123

Ship Quantity: 999
Delivery Date: 24-JUN-11

Line: 3

Quantity: 34650.01 **UOM:** DOLLAR **Unit Price:** 1.00 **Total Line Price:** 37,681.89
UNSPSC: 461716.0000 **Item #:** **Taxable:** CA SALES TAX (Including Tax)

Description:
SURVEILLANCE & DETECTION EQUIPMENT

Line Notes:

FILE COPY

COUNTY OF SAN DIEGO
PURCHASE ORDER CHANGE CONTINUED

P.O. Number-Rev: 536863-2
P.O. Type: STANDARD
Date: 17-JUN-11

FILE COPY

Authorized By: TRACY M HUDSON
Phone No: (858) 537-2547

Page 2 of 2

Ship To: SHERIFF DEPARTMENT
CONTRACT/PROCUREMENT UNIT
9621 RIDGEHAVEN CT
SAN DIEGO, CA 92123

Ship Quantity: 34650.01
Delivery Date: 24-JUN-11

REVISED TOTAL P.O. PRICE (Including Tax): \$ 54,375.00

END OF ORDER

FILE COPY



County of San Diego

Department of Purchasing & Contracting
5560 Overland Ave, Ste 270
San Diego, CA 92123-1204
PH: (858) 505-6367 FAX: (858) 715-6452

PURCHASE ORDER CHANGE

(Do Not Duplicate Order)

P.O.Number-Rev: 536863 - 3
P.O.Type: STANDARD
Date: 05-OCT-12

FILE COPY

Authorized By: TRACY M HUDSON
Phone No: (858) 505-6361

SUPPLIER:

CELLEBRITE USA CORP
266 HARRISTOWN #105
GLEN ROCK, NJ 07452

TERMS:

Payments: NET 30 DAYS
F.O.B.: DESTINATION
Freight: PREPAID
Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO:

SHERIFF'S DEPARTMENT
ATTN: PAYABLES & SUPPLY UNIT
9621 RIDGEHAVEN CT
SAN DIEGO, CA 92123

SHIP TO:

(See Order Items Below)

The P.O. Number must appear on all invoices and shipping documents. For out-of-State Invoices, the county will pay California Use Tax directly to the State of CA per Permit no. SR FH 25-832384. Prior to first payment, new suppliers must submit a completed IRS Form W-9 and a FTB Form 590. Failure to submit a completed FTB Form 590 will result in back up withholding on all payments per CA Revenue and Taxation Code section 18882. Submit both forms to Auditor & Controller via fax at (858) 694-2060 and mail originals to: County of San Diego, 5530 Overland Ave, Ste 410, San Diego, CA 92123

REQUIRED DELIVERY DATE:

(See Order Items Below)

NOTE TO THE SUPPLIER:

10/05/12 ADD LINES 4-5 ONLY, TOTAL \$20,168.00 (INCLUDING TAX)
DEPT CONTACT: GEORGE GONZALES 858-974-2600
VENDOR CONTACT: BRYAN CARROLL 201-848-8552

ORDER ITEMS:

Line: 4

Quantity: 2 UOM: EACH Unit Price: 9,999.00 Total Line Price: \$ 19,998.00
UNSPSC: 461716.0000 Item #: Taxable: NO TAX (including Tax)

Description:
UFED TOUCH ULTIMATE KIT (COMPLETE LOGICAL AND PHYSICAL MOBILE FORENSIC SOLUTION). REFERENCE QUOTE #Q-04066-B DATED 09/09/12. REQ 90105.

Ship to: SHERIFF DEPARTMENT Ship Quantity: 2
SPECIAL ENFORCEMENT DETAIL Delivery Date: 12-OCT-12
1745 N MARSHALL AVE
EL CAJON, CA 92020

Line: 5

Quantity: 170 UOM: DOLLAR Unit Price: 1.00 Total Line Price: \$ 170.00
UNSPSC: 781415.0100 Item #: Taxable: NO TAX (including Tax)

Description:
SHIPPING-FORENSIC. REFERENCE QUOTE #Q-04066-B DATED 09/09/12. REQ 90105.

Ship to: SHERIFF DEPARTMENT Ship Quantity: 170
SPECIAL ENFORCEMENT DETAIL Delivery Date: 12-OCT-12
1745 N MARSHALL AVE
EL CAJON, CA 92020

TOTAL PO PRICE (including Tax) \$ 20,168.00

ADDITIONAL INFORMATION :

FILE COPY

COUNTY OF SAN DIEGO
PURCHASE ORDER CONTINUED

FILE COPY

P.O. Number-Rev: 536863 - 3
P.O.Type: STANDARD
Date: 17-JUN-11

Page : 2 of 2

Authorized By: TRACY M HUDSON
Phone No: (358) 505-6361

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY VENDOR PROPOSAL OR VENDOR PURCHASE DOCUMENT, IN THE EVENT THERE IS A CONFLICT BETWEEN THE COUNTY'S AND THE VENDOR'S TERMS AND CONDITIONS, THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE ORDER SHALL GOVERN THE PARTIES RELATIONSHIP.

END OF ORDER

FILE COPY

Kasi



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

September 26, 2012

To: Winston F. McColl, Director
Purchasing and Contracting (O-32)

From: William D. Gore, Sheriff (O-41)

Control No.:	5682
Date P&C Rec'd:	10-2-12
Date P&C Approved:	10-4-12
P&C Approval by:	B. [Signature]
P&C Comment:	<input type="checkbox"/> See Attached
Assigned To:	

REQUEST FOR EXCEPTION TO COMPETITIVE PROCUREMENT UNDER BOARD POLICY A-87 (REQUISITION 90105)

In accordance with Board Policy A-87, 3 C, "Competitive Procurement," this is a request for approval of a sole source procurement of two (2) CelleBrite Universal Forensic Extraction Devices (UFED-Touch-Ultimate) for the Law Enforcement Coordination Center (LECC), from CelleBrite USA, Corp.

1. ITEMS OR SERVICES TO BE PROCURED

The items to be procured are two (2) CelleBrite Universal Forensic Extraction Devices (UFED-Touch-Ultimate) cell phone data extraction kit.

2. WHAT ITEMS WILL DO FOR THE COUNTY

Cell phones data retrieval is becoming paramount to the investigative process; it is developing into key prosecutorial evidence in many cases. The CelleBrite Universal Forensic Extraction Device (UFED-Touch-Ultimate) is a stand-alone, mobile forensics device that can be used either in the field or at the lab. It can perform both logical and physical data extraction, including recovery of deleted messages and content and transfers it into evidence reports used in solving crimes. It is able to extract and analyze data from more than 3000 handset models, including smartphones and GPS devices. The Cellebrite's UFED can extract vital data such as phonebooks, pictures, videos, text messages, call logs, ESN and IMEI information for immediate use.

3. SPECIFIC EXCEPTION; i.e., SOLE SOURCE OR COMPATIBILITY/ REASON FOR SOLE SOURCE

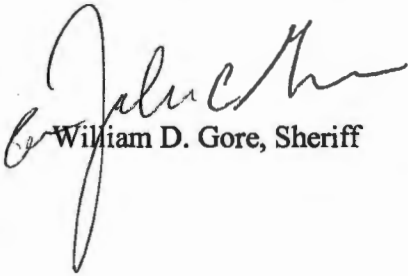
The procurement of the CelleBrite Universal Forensic Extraction Device (UFED-Touch-Ultimate) meets Board Policy A-87, 3 C, Absolute Compatibility. This device is currently in use by the District Attorney's Office and the North and East County Gang Task Forces, the Regional Computer Forensic Laboratory and the High Intensity Drug Trafficking Boarder Crime Suppression Team, and Narcotics Task Force area teams. The procurement of the device will

continue the standardization of equipment used in investigations and reconstruction of crime elements. Standardization offers the uniformity necessary for ease of training, enhances safety and inter-operational coordination within the Agencies.

4. COST

The cost of two (2) CelleBrite Universal Forensic Extraction Devices (UFED-Touch-Ultimate) is approximately \$22,266 including Tax, ISF and shipping fees. A fair and reasonable price was determined from past purchases of this device and accessories. Funds for this request are from the FY 2010 State Homeland Security Program (SHSP) grant and are contained within the Sheriff's Fiscal Year 2012 – 2013 Operational Plan.

Your approval of this sole source procurement request will be appreciated. If you have any questions, please contact George Gonzales, Contracts Division at (858) 974-2600.



William D. Gore, Sheriff



County of San Diego
 Department of Purchasing & Contracting
 10089 Willow Creek Rd, Ste 150
 San Diego, CA 92131-1699
 Ph: (858) 537-2500 Fax: (858) 715-6452

PURCHASE ORDER

P.O. Number-Rev: **536863-0**
 P.O. Type: **STANDARD**
 Date: **10-MAR-11**

Authorized By: TRACY M HUDSON
Phone No: (858) 537-2547

SUPPLIER: _____ **TERMS:** _____

CELLEBRITE USA CORP
 266 HARRISTOWN
 GLEN ROCK, NJ 07452

Payments: NET 30 DAYS
F.O.B. DESTINATION
Freight: PREPAID
Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO: _____ **SHIP TO:** _____

SHERIFF'S DEPARTMENT
 ATTN: PAYABLES & SUPPLY UNIT
 9621 RIDGEHAVEN CT
 SAN DIEGO, CA 92123

SHERIFF DEPARTMENT
 CONTRACT/PROCUREMENT UNIT
 9621 RIDGEHAVEN CT
 SAN DIEGO, CA 92123

The P.O. Number must appear on all invoices and shipping documents. For out-of-state invoices, the County will pay California Use Tax directly to the State of CA per Permit No. SR FH 25-632384. Prior to first payment, new service suppliers must submit a completed IRS Form W-9 to the Auditor and Controller via fax at (619) 531-5417. Mail the original W-9 to: County of San Diego, 1600 Pacific Hwy, Rm 061, San Diego, CA 92101.

REQUIRED DELIVERY DATE: _____

15-FEB-11

NOTE TO SUPPLIER: _____

ORDER ITEMS: _____

Line: 1

Quantity: 50000 **UOM:** EACH **Unit Price:** 1.00 **Total Line Price:** 54,375.00
UNSPSC: 461716.0000 **Item #:** **Taxable:** CA SALES TAX (Including Tax)

Description:
 Surveillance & detection equipment

Line Notes:

TOTAL P.O. PRICE (Including Tax): \$ 54,375.00

END OF ORDER



County of San Diego
 Department of Purchasing & Contracting
 10089 Willow Creek Rd, Ste 150
 San Diego, CA 92131-1699
 Ph: (858) 537-2500 Fax: (858) 715-6452

PURCHASE ORDER

P.O. Number-Rev: 536864-0
P.O. Type: CONTRACT
Date: 10-MAR-11
Effective Date: -
Not to Exceed: \$50,000.00

Authorized By: TRACY M HUDSON
Phone No: (858) 537-2547

FILE COPY

SUPPLIER:

CELLEBRITE USA CORP
 266 HARRISTOWN
 GLEN ROCK, NJ 07452

TERMS:

Payments: NET 30 DAYS
F.O.B. DESTINATION
Freight: PREPAID
Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO:

SHERIFF'S DEPARTMENT
 ATTN: PAYABLES & SUPPLY UNIT
 9621 RIDGEHAVEN CT
 SAN DIEGO, CA 92123

SHIP TO:

SHERIFF DEPARTMENT
 CONTRACT/PROCUREMENT UNIT
 9621 RIDGEHAVEN CT
 SAN DIEGO, CA 92123

FILE COPY

The P.O. Number must appear on all invoices and shipping documents. For out-of-state invoices, the County will pay California Use Tax directly to the State of CA per Permit No. SR FH 25-632384. Prior to first payment, new service suppliers must submit a completed IRS Form W-9 to the Auditor and Controller via fax at (619) 531-5417. Mail the original W-9 to: County of San Diego, 1600 Pacific Hwy, Rm 061, San Diego, CA 92101.

REQUIRED DELIVERY DATE:

DELIVER BY THE DATE SHOWN ON THE RELEASE ORDER
 OR AS OTHERWISE SPECIFIED BY THE ORDERING
 DEPARTMENT

NOTE TO SUPPLIER:

END OF ORDER

FILE COPY

R. Bigley

SD CNTY PURCH #11 FEB 25 PM 01:04



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

February 7, 2011

To: Winston F. McColl, Director
Purchasing and Contracting (O-32)

From: William D. Gore, Sheriff (O-41) *WFG*

REQUEST FOR EXCEPTION TO COMPETITIVE PROCUREMENT UNDER BOARD POLICY A-87 (REQUISITION 79462)

In accordance with Board Policy A-87, 3 C, "Competitive Procurement," this is a request for approval of a sole source procurement of three (3) CelleBrite Universal Forensic Extraction Devices (cell phone data extraction kit) and accessories from CelleBrite USA, Corp.

1. ITEMS OR SERVICES TO BE PROCURED

The items to be procured are three (3) CelleBrite Universal Forensic Extraction Devices (UFED) cell phone data extraction kit and accessories, two year licensing and warranty.

2. WHAT ITEMS WILL DO FOR THE COUNTY

Cell phones data retrieval is becoming paramount to the investigative process; it is developing into key prosecutorial evidence in many cases. The CelleBrite Universal Forensic Extraction Device (UFED) is a stand-alone, mobile forensics device that can be used either in the field or at the lab. It can perform both logical and physical data extraction, including recovery of deleted messages and content and efficiently and effectively transfers it into reports for research and evidence which is used in solving crimes. It is able to extract and analyze data from more than 3000 handset models, including smartphones and GPS devices. The Cellebrite's UFED can extract vital data such as phonebooks, pictures, videos, text messages, call logs, ESN and IMEI information for immediate use.

3. SPECIFIC EXCEPTION; i.e., SOLE SOURCE OR COMPATIBILITY/ REASON FOR SOLE SOURCE

The procurement of the CelleBrite Universal Forensic Extraction Device (UFED) meets Board Policy A-87, 3 C, Absolute Compatibility. This device is currently in use by the District Attorney's Office and the Sheriff Department's North and East County Gang Task Forces, the Regional Computer Forensic Laboratory and the High Intensity Drug Trafficking Boarder Crime Suppression Team. Future units to receive this equipment are the Narcotics Task Force area

Control No.: 5210
Date P&C Rec'd: 2-25-2011
Date P&C Approved: 3/1/11
P&C Approval by: <i>WFG</i>
Date to DCAO (A6):
P&C Comment: (<input type="checkbox"/> See Attached)
Date DCAO Approved: 3/2/11
DCAO Approval by: <i>WFG</i>
DCAO Comment: (<input type="checkbox"/> See Attached)
Date Returned to P&C (O32):

teams. The procurement of the device will continue the standardization of equipment used in investigations and reconstruction of crime elements. Standardization offers the uniformity necessary for ease of training, enhances safety and inter-operational use within the department.

4. COST

The cost of one (1) CelleBrite Universal Forensic Extraction Device (cell phone data extraction kit) is approximately \$10,867. Additional devices and accessories charges are not to exceed \$50,000 in total. A fair and reasonable price was determined from past purchases of this device and accessories. Funds for this request are from the FY 2008 Stonegarden grant and are contained within the Sheriff's Fiscal Year 2010 - 2011 Operational Plan.

Your approval of this sole source procurement request will be appreciated. If you have any questions, please contact George Gonzales, Contracts Division at (858) 974-2600.



William D. Gore, Sheriff



County of San Diego
 Department of Purchasing & Contracting
 10089 Willow Creek Rd, Ste 150
 San Diego, CA 92131-1699
 Ph: (858) 537-2500 Fax: (858) 715-6452

PURCHASE ORDER

P.O. Number-Rev: **539612-0**
 P.O. Type: **STANDARD**
 Date: **02-NOV-11**

Mark Cooper
Authorized By: MARK COOPER
Phone No: (858) 537-2572

SUPPLIER:

CELLEBRITE USA CORP
 266 HARRISTOWN #105
 GLEN ROCK, NJ 07452

TERMS:

Payments: IMMEDIATE
 F.O.B. DESTINATION
 Freight: PREPAID
 Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO:

SHERIFF'S DEPARTMENT
 ATTN: PAYABLES & SUPPLY UNIT
 9621 RIDGEHAVEN CT
 SAN DIEGO, CA 92123

SHIP TO:

SEE ORDER ITEM DESCRIPTIONS
 FOR ADDITIONAL INFORMATION ON
 DELIVERY REQUIREMENTS

REQUIRED DELIVERY DATE:

03-NOV-11

NOTE TO SUPPLIER:

DEPT CONTACT: COLIN INGRAHAM (619) 980-6473//VENDOR CONTACT: CUST SERVICE (201) 848-8552

ORDER ITEMS:

Line: 1

Quantity: 1 UOM: DOLLAR Unit Price: 99.97 Total Line Price: 99.97
 UNSPSC: 422619.0000 Item #: Taxable: NO TAX (Including Tax)

Description:
 UFED MICRO SIM ADAPTER & FORENSIC CAR ADAPTERS AS PER QUOTE# M15558.

Line Notes:

TOTAL P.O. PRICE (Including Tax): \$ 99.97

ADDITIONAL INFORMATION:

0 PAY QUOTE# M15558 - PLEASE DO NOT RE-BILL.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY VENDOR PROPOSAL OR VENDOR PURCHASE DOCUMENT, IN THE EVENT THERE IS A CONFLICT BETWEEN THE COUNTY'S AND THE VENDOR'S TERMS AND CONDITIONS, THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE ORDER SHALL GOVERN THE PARTIES RELATIONSHIP.

END OF ORDER



County of San Diego
 Department of Purchasing & Contracting
 10089 Willow Creek Rd, Ste 150
 San Diego, CA 92131-1699
 Ph: (858) 537-2500 Fax: (858) 715-6452

PURCHASE ORDER

P.O. Number-Rev: 536196-0
P.O. Type: STANDARD
Date: 10-DEC-10

M. Schlentz

Authorized By: MAUREEN SCHLENTZ
Phone No: (858) 537-2573

SUPPLIER:	TERMS:
CELLEBRITE USA CORP 266 HARRISTOWN GLEN ROCK,NJ 07452	Payments: NET 30 DAYS F.O.B. DESTINATION Freight: PREPAID Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO:	SHIP TO:
SHERIFF'S DEPARTMENT ATTN: PAYABLES & SUPPLY UNIT 9621 RIDGEHAVEN CT SAN DIEGO,CA 92123	SHERIFF DEPARTMENT ALPINE SUB-STATION 2751 ALPINE BLVD ALPINE,CA 91901

The P.O. Number must appear on all invoices and shipping documents. For out-of-state invoices, the County will pay California Use Tax directly to the State of CA per Permit No. SR FH 25-632384. Prior to first payment, new service suppliers must submit a completed IRS Form W-9 to the Auditor and Controller via fax at (619) 531-5417. Mail the original W-9 to: County of San Diego, 1600 Pacific Hwy, Rm 061, San Diego, CA 92101.

REQUIRED DELIVERY DATE:
(See Order Items Below)

NOTE TO SUPPLIER:
DEPT. CONTACT: DEPUTY ANTHONY GARCIA (619) 884-1152, EMAIL: ANTHONY.GARCIA2@SDSHERIFF.ORG, CELLEBRITE PHONE NUMBER (201) 848-8552

ORDER ITEMS:

Line: 1	Quantity: 1	UOM: EACH	Unit Price: 4,499.00	Total Line Price: 4,892.66
	UNSPSC: 461716.0000	Item #:	Taxable: USE TAX - CA	(Including Tax)
	Description: Universal Forensic Extratction Device Kit. Quote # M8881.			
	Line Notes:			
			Ship Quantity: 1	
			Delivery Date: 23-DEC-10	

Line: 2	Quantity: 1	UOM: EACH	Unit Price: 999.00	Total Line Price: 999.00
	UNSPSC: 461716.0000	Item #:	Taxable: NO TAX	(Including Tax)
	Description: SWUF-1 UFED Logical Software Upgrade & extended warranty 2nd year.			
	Line Notes:			
			Ship Quantity: 1	
			Delivery Date: 23-DEC-10	

Line: 3	Quantity: 1	UOM: EACH	Unit Price: 699.00	Total Line Price: 699.00
	UNSPSC: 461716.0000	Item #:	Taxable: NO TAX	(Including Tax)

COUNTY OF SAN DIEGO
PURCHASE ORDER CONTINUED

P.O. Number-Rev: 536196-0
P.O. Type: STANDARD
Date: 10-DEC-10

Page 2 of 2

Authorized By: MAUREEN SCHLENTZ
Phone No: (858) 537-2573

Description:
RUGG-TIPS Logical Software Upgrades and Support 2nd year.

Line Notes:

Ship Quantity: 1
Delivery Date: 23-DEC-10

Line: 4

Quantity: 1 UOM: EACH Unit Price: 3,999.99 Total Line Price: 3,999.99
UNSPSC: 461716.0000 Item #: Taxable: NO TAX (Including Tax)

Description:
UFEDPHY-UPGRADE Physical - Universal Forensic Extraxtion Device.

Line Notes:

Ship Quantity: 1
Delivery Date: 03-DEC-10

Line: 5

Quantity: 1 UOM: EACH Unit Price: 89.00 Total Line Price: 89.00
UNSPSC: 781415.0000 Item #: Taxable: NO TAX (Including Tax)

Description:
Shipping

Line Notes:

Ship Quantity: 1
Delivery Date: 23-DEC-10

TOTAL P.O. PRICE (Including Tax): \$ 10,679.65

END OF ORDER

ARNOLD SCHWARZENEGGER
GOVERNOR

MATTHEW R. BITTENHAUSEN
SECRETARY



Cal EMA
CALIFORNIA EMERGENCY
MANAGEMENT AGENCY

November 8, 2010

Jill Serrano, Chief Financial Officer
San Diego County Sheriff's Department
P.O. Box 939062
San Diego, CA 92193-9062

SUBJECT: APPROVAL OF SOLE SOURCE CONTRACT REQUEST
FY2008 Operation Stonegarden Grant Program (OPSG)
Grant #2008-0001, FIPS# 073-91015

Dear Ms. Serrano,

The California Emergency Management Agency has received, reviewed, and approved your Sole Source contract request for project E, dated October 20, 2010, based on the information provided by your staff, regarding equipment (one CelleBrite Universal Forensic Extraction Device), from the vendor, CelleBrite USA, Corp.

If you have any questions about this letter, please contact your Program Representative, Scott Sano, at 916-324-6119 or scott.sano@calema.ca.gov

Thank you for your work in protecting California. We look forward to your continued collaboration towards our homeland security strategy and appreciate your cooperation and support.

Sincerely,

Renee A. Mota-Jackson
Section Chief
California Emergency Management Agency (Cal EMA)
Office of Grants Management
Homeland Security, Prop 1B and Emergency Management Branch
Infrastructure Protections Grants Section (IPGS)

3650 SCHRIEVER AVENUE • MATHER, CA 95655
OFFICE OF GRANTS MANAGEMENT
(916) 324-8908 • fax: (916) 322-9053

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1. NOT-FOR-PROFIT ORGANIZATIONS

Attach proof of status and omit Paragraph 3.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) below and the contract must be approved by the Board of Supervisors

List of for-profit
entity(ies):

If more than 1, attach a separate sheet listing them all.

3. BUSINESS REPRESENTATION

3.1. DEFINITION OF A DISABLED VETERANS BUSINESS ENTERPRISE

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 8, section 999).

3.2. REPRESENTATION AS DISABLED VETERANS BUSINESS ENTERPRISE

This Offeror represents as a part of this offer that the ownership, operation and control of the business, in accordance with the specific definition in 3.1. I am currently certified by (Government Agency):

Certification #: _____

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of my knowledge and belief, cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this offer, each Offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Jennifer Fernandez

Signature: _____

Title: Forensic Sales Assistant

Date: 12/10/10

Company/Organization: _____

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

October 9, 2010

Control No.:	5120
Date P&C Rec'd:	11-15-10
Date P&C Approved:	12/3/10
P&C Approval by:	W. McColl
P&C Comment:	<input type="checkbox"/> See Attached
Assigned To:	

To: Winston F. McColl, Director
Purchasing and Contracting (O-32)

From: William D. Gore, Sheriff (O-41)

REQUEST FOR EXCEPTION TO COMPETITIVE PROCUREMENT UNDER BOARD POLICY A-87 (REQUISITION 78081)

In accordance with Board Policy A-87, 3 C, "Competitive Procurement," this is a request for approval of a sole source procurement of one (1) CelleBrite Universal Forensic Extraction Device (cell phone data extraction kit) for the Border Crime Suppression Team, from CelleBrite USA, Corp.

1. ITEMS OR SERVICES TO BE PROCURED

The items to be procured are one (1) CelleBrite Universal Forensic Extraction Device (UFED) cell phone data extraction kit, two year licensing and warranty.

2. WHAT ITEMS WILL DO FOR THE COUNTY

Cell phones data retrieval is becoming paramount to the investigative process; it is developing into key prosecutorial evidence in many cases. The CelleBrite Universal Forensic Extraction Device (UFED) is a stand-alone, mobile forensics device that can be used either in the field or at the lab. It can perform both logical and physical data extraction, including recovery of deleted messages and content and efficiently and effectively transfers it into reports for research and evidence which is used in solving crimes. It is able to extract and analyze data from more than 3000 handset models, including smartphones and GPS devices. The Cellebrite's UFED can extract vital data such as phonebooks, pictures, videos, text messages, call logs, ESN and IMEI information for immediate use.

3. SPECIFIC EXCEPTION; i.e., SOLE SOURCE OR COMPATIBILITY/ REASON FOR SOLE SOURCE

The procurement of the CelleBrite Universal Forensic Extraction Device (UFED) meets Board Policy A-87, 3 C, Absolute Compatibility. This device is currently in use by the District Attorney's Office and the Sheriff Department's North and East County Gang Task Forces and the Regional Computer Forensic Laboratory. Future units to receive this equipment are the Narcotics Task Force and the High Intensity Drug Trafficking Area team. The procurement of

the device will continue the standardization of equipment used in investigations and reconstruction of crime elements. Standardization offers the uniformity necessary for ease of training, enhances safety and inter-operational use within the department.

Contract (128905)
Date P&C Rec'd
Date P&C Approved
4. COST
(b) (5) - DPP

The cost of one (1) CelleBrite Universal Forensic Extraction Device (cell phone data extraction kit) is approximately \$10,503 including tax and shipping. A fair and reasonable price was determined from past purchases of this device. Funds for this request are contained within the Sheriff's Fiscal Year 2010 – 2011 Operational Plan.

Your approval of this sole source procurement request will be appreciated. If you have any questions, please contact George Gonzales, Contracts Division at (858) 974-2600.

William D. Gore
William D. Gore, Sheriff

Sheena Figueroa

SD COUNTY PURCH (1:44:48 AM) 09:10



COUNTY OF SAN DIEGO
INTER-DEPARTMENTAL CORRESPONDENCE

January 29, 2013

To: Winston F. McColl, Director
Purchasing and Contracting (O-32)

From: William D. Gore, Sheriff (O-41)

Control No.:	5756
Date P&C Rec'd:	2-8-13
Date P&C Approved:	2/11/13
P&C Approval by:	<i>[Signature]</i>
P&C Comment:	<input type="checkbox"/> See Attached
Assigned To:	

REQUEST FOR EXCEPTION TO COMPETITIVE PROCUREMENT UNDER BOARD POLICY A-87 (REQUISITION 91465)

In accordance with Board Policy A-87, 3 C, "Competitive Procurement," this is a request for approval of a three-year (3) sole source agreement for CelleBrite Universal Forensic Extraction Devices (cell phone data extraction kit), accessories, annual licensing and warranty from CelleBrite USA, Corporation.

1. ITEMS OR SERVICES TO BE PROCURED

The items to be procured are CelleBrite Universal Forensic Extraction Devices (UFED) cell phone data extraction kits in different configurations, accessories, annual licensing and warranty.

2. WHAT ITEMS WILL DO FOR THE COUNTY

Cell phones data retrieval is becoming paramount to the investigative process; it is developing into key prosecutorial evidence in many cases. The CelleBrite Universal Forensic Extraction Device (UFED) is a stand-alone, mobile forensics device that can be used either in the field or at the lab. It can perform both logical and physical data extraction, including recovery of deleted messages and content and efficiently and effectively transfers it into reports for research and evidence used in solving crimes. It is able to extract and analyze data from more than 3000 handset models, including smartphones and GPS devices. The Cellebrite's UFED can extract vital data such as phonebooks, pictures, videos, text messages, call logs, ESN and IMEI information for immediate use.

3. SPECIFIC EXCEPTION; i.e., SOLE SOURCE OR COMPATIBILITY/ REASON FOR SOLE SOURCE

The procurement of the CelleBrite Universal Forensic Extraction Device (UFED) meets Board Policy A-87, 3 C, Absolute Compatibility. This device is currently in use by the District Attorney's Office and the Sheriff Department's North and East County Gang Task Forces, the Regional Computer Forensic Laboratory and the High Intensity Drug Trafficking Boarder Crime

Winston F. McColl, Director Purchasing and Contracting

January 29, 2013

Page 2

Suppression Team. Future units to receive this equipment are the Narcotics Task Force area teams. The procurement of the device will continue the standardization of equipment used in investigations and reconstruction of crime elements. Standardization offers the uniformity necessary for ease of training, enhances safety and inter-operational use within the department.

CellBrite USA Corp. is the sole developer and providers of the UFED Universal Forensic System and has no other distributors.

4. COST

The cost of the three-year agreement for devices, accessories, annual licensing and warranty charges are not to exceed \$50,000 in total. A fair and reasonable price was determined from past purchases of the device accessories, annual licensing and warranty. Funds for this request are contained within the Sheriff's Fiscal Year 2012 - 2013 Operational Plan.

Your approval of this sole source procurement request will be appreciated. If you have any questions, please contact George Gonzales, Contracts Division at (858) 974-2600.



William D. Gore, Sheriff



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

July 28, 2014

To: Allen Hunsburger
Manager, Purchasing and Supply

O-32

From: Keith Spears, Manager
Sheriff's Contracts Division

O-41

Control Number:	6286		
Date Rec'd by DPC:	8-5-14		
Single/Sole Source Approved:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> DVBE	<input type="checkbox"/> Other A-87
		<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Ratification
JOHN M. PELLEGRINO, Director Department of Purchasing and Contracting			
Single/Sole Source Over \$50,000 Requires DCAO Approval			
Approved:	<input type="checkbox"/> CSG A6	<input type="checkbox"/> FG3 A5	<input type="checkbox"/> HHA P501
	<input type="checkbox"/> Yes	<input type="checkbox"/> LUEG A6	<input type="checkbox"/> PSG A65
		<input type="checkbox"/> No	
DCAO Signature	Return to DPC at MS: O-32		DATE

REQUEST FOR RATIFICATION FOR PAYMENT OF REQUISITION 100940 – CELLEBRITE USA, INC. FOR INVOICE Q-33911-N and Quote Q-34368-W.

This is a request for ratification and payment to Cellebrite USA, INC for the attached invoice Q-33911 in the amount of \$3,098.99 dated July 8, 2014; and Q-34368-W for \$6,197.98 dated July 17, 2014, totaling \$9,296.97 .

Cellebrite USA is a current vendor for the Sheriff's Department, and is on a three-year agreement to provide forensic extraction devices, software renewals and dongles accessories on contract 536864, and BPA 544064. The Agreement is on a February to February option ending in 2016, with an annual authority of \$100,000.

Due to multiple units executing on the same agreement the monetary authority has been exceeded. The items and services listed above have already been received and cannot be returned. The Department has contacted the Vendor and instructed not to transact on orders without specific approval from the Sheriff's designee. All Sheriff's investigative units have been noticed to this event and a new Purchase Order will be executed requiring a "line add" for each follow-on requisitions of goods or services, thereby eliminating future occurrences.

Please approve this ratification and make payment to Cellebrite USA.

William D. Gore, Sheriff

Keith Spears, Manager
Sheriff's Contracts Division

8-5-14

Alan -
Please work with Keith to ensure this situation is corrected in the future.
Thanks.
Jack.



COUNTY OF SAN DIEGO
INTER-DEPARTMENTAL CORRESPONDENCE

August 1, 2013

TO: Ron Lane, Deputy Chief Administration Officer
 Public Safety Group

A-65

VIA: Jack Pellegrino, Director
 Office of Purchasing and Contracting

O-32

FROM: William D. Gore, Sheriff
 Sheriff's Department

O-41

Control No.:	5893
Date P&C Rec'd:	8-12-2013
Date P&C Approved:	8-12-2013
P&C Approval by:	<i>[Signature]</i>
Date to DCAO (A6):	
P&C Comment:	<input type="checkbox"/> See Attached
Date DCAO Approved:	<i>[Signature]</i>
DCAO Approval by:	8/15/2013
DCAO Comment:	<input type="checkbox"/> See Attached
Date Returned to P&C (O32):	
ed To	

REQUEST FOR EXCEPTION TO COMPETITIVE PROCUREMENT UNDER BOARD POLICY A-87 FOR REQUISITION (95229)

In accordance with Board Policy A-87, "Competitive Procurement," this is a request for approval to increase spending authority of a sole source purchase agreement (BPA 544064) for Universal Forensic Extraction Devices (UFED), Licensing, Software Upgrades, Extended Warranties and Accessories from Cellebrite USA, Corp.

1. ITEMS OR SERVICES TO BE PROCURED

The items to be procured are Cellebrite Universal Forensic Extraction Devices (UFED) and the "Rugged" and "Ultimate" UFED, cell phone data extraction kits, with Licensing, Software Upgrades and Warranties and Accessories from Cellebrite USA, Corp.

2. WHAT ITEMS WILL DO FOR THE COUNTY

The CelleBrite Universal Forensic Extraction Device (UFED), and the Rugged Ultimate are stand-alone, mobile forensics device that can be used either in the field or in the lab. The UFED can perform both logical and physical data extraction, including recovery of deleted messages and content and transfers the data into reports for evidence research which is used in solving crimes.

The Cellebrite's UFED is able to extract and analyse vital data for immediate use, such as, phonebooks, pictures, videos, text messages, call logs, ESN and IMEI from more than 3000 handset models, including smartphones and GPS devices.

Cell phones data retrieval is becoming paramount to the investigative process, and in many instances has become the key prosecutorial evidence in successfully prosecuted cases.

Ron Lane, Deputy Chief Administration Officer

Aug 1, 2013

Page 2

3. SPECIFIC EXCEPTION; i.e., SOLE SOURCE OR COMPATIBILITY/REASON FOR SOLE SOURCE

This request is to increase the annual spending authority to \$100,000 per year, over the remaining period of the current purchasing agreement (BPA 544064), ending in February 2016.

The procurement of the CelleBrite Universal Forensic Extraction Devices (UFED) meets the Board Policy A-87, 3.C, Absolute Compatibility. This device is currently in use by the District Attorney's Office, the FBI Regional Computer Forensics Lab, the Law Enforcement Coordination Center, Sheriff's Central Investigation Division, North and East County Gang Task Forces. Future units to receive this equipment are the Narcotics Task Force and the HIDTA teams and to station with elevated crime rates.

The procurement of the device will continue the standardization of equipment used in investigations and reconstruction of crime elements. Standardization offers the uniformity necessary for ease of training, enhances safety and inter-operational use within the Sheriff's department and other law enforcement agencies.

4. COST

This request is to increase the annual spending authority to \$100,000 per year, over the remaining period of the current purchasing agreement (BPA 544064), ending in February 2016.

Funds for this request are contained within the Sheriff's Fiscal Year 2013-2014 Operational Plan.

Your approval of this sole source procurement request will be appreciated. If you have any questions, please contact George Gonzales, Contract Analyst at 858-974-2600.



WILLIAM D. GORE, SHERIFF

WDG/glg

Kaai, Josielyn

From: Gonzales, George <George.Gonzales@sdsheriff.org>
Sent: Thursday, July 24, 2014 1:16 PM
To: Pollard, Nita_SDSO; Duckworth, Jeff_SDSO
Cc: Spears, Keith_SDSO; Collins, David_SDSO; LaFoy, Louise_SDSO; Kaai, Josielyn
Subject: RE: Cellebrite Renewal
Attachments: 001.pdf

Importance: High

Nita,

The Cellebrite BPA belongs to the CID and should not be used without their permission. At this time there are no funds available to pay the invoice. I have requested DP&C to assist, at this time we are not sure if it can be fixed without a Board Letter.

- In the future, before you use a BPA; you must check in Oracle to see if there is any funding available to use it.
- If you use a BPA you must request from your Budget person to "**encumber the funds**" or "**make a release**" on that contract for the specific amount of the invoice, so that someone else doesn't think that there are ample funds for their use and over spend.
- Some BPAs are for specific use by other persons / units, and **cannot** be used without their specific permission. This BPA is the responsibility of by Dave Collins and or Louise LaFoy; and are the only ones that can approve its use.

I will let you know what the outcome is.

George L. Gonzales, MPA
Contract Analyst III
Sheriff's Department, Contracts Division
9621 Ridgehaven Ct., San Diego, CA 92123
Email: George.Gonzales@sdsheriff.org
Desk: 858-974-2600
MS: O-41

"The probability that we may fail in the struggle ought not to deter us from the support of a cause we believe to be just". Abraham Lincoln

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain information protected by the attorney-client privilege, the attorney work product doctrine or other applicable privileges or confidentiality laws or regulations. If you are not an intended recipient, you may not review, use, copy, disclose or distribute this message or any of the information contained in this message to anyone. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of this message and any attachments.

-----Original Message-----

From: Spears, Keith
Sent: Wednesday, July 23, 2014 3:46 PM
To: Gonzales, George
Subject: FW: Celebrite Renewal

Keith Spears, Manager
Sheriff's Contracts Division

"The air was full of shot and shell...it seemed almost impossible for a rat to live in such a place."
. M. Polk of the 4th Tex describes the Cornfield and pasture.
The Battle of Antietam- September 17, 1862

The American Civil War 1861-1865
Phone: 858-974-2236
Fax: 858-573-6244

Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient. If you are not the intended recipient, you may not review, use, copy, disclose or distribute this message or any of the information contained in this message to anyone. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of this message and any attachments.

-----Original Message-----

From: Pollard, Nita
Sent: Wednesday, July 23, 2014 3:44 PM
To: Spears, Keith
Cc: Duckworth, Jeff
Subject: Celebrite Renewal

I forwarded the attached Pro Forma Invoice from Celebrite to Financial Services to pay and I received it back with the notes attached that there is not enough to cover BPA 544064 and to check with Contracts.

What do we need to do to get this paid?

Nita

Nita Pollard
Admin. Secretary II
San Diego County Sheriff's Dept.
Family Protection Detail
858) 974-2417

-----Original Message-----



County of San Diego

Department of Purchasing & Contracting
5560 Overland Ave, Ste 270
San Diego, CA 92123-1204
PH: (858) 505-6367 FAX: (858) 715-6452

PURCHASE ORDER

P.O. Number-Rev: 549397 - 0
P.O.Type: STANDARD
Date: 15-AUG-14

FILE COPY

Authorized By: JOSIELYN E KAAI
Phone No: (858) 505-6368

SUPPLIER:

CELLEBRITE USA CORP
266 HARRISTOWN #105
GLEN ROCK,NJ 07452

TERMS:

Payments: IMMEDIATE
F.O.B. DESTINATION
Freight: PREPAID
Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO:

SHERIFF'S DEPARTMENT
ATTN: PAYABLES & SUPPLY UNIT
9621 RIDGEHAVEN CT
SAN DIEGO,CA 92123

SHIP TO:

(See Order Items Below)

The P.O. Number must appear on all invoices and shipping documents. For out-of-State invoices, the county will pay California Use Tax directly to the State of CA per Permit no. SR FH 25-632384. Prior to first payment, new suppliers must submit a completed IRS Form W-9 and a FTB Form 590. Failure to submit a completed FTB Form 590 will result in back up withholding on all payments per CA Revenue and Taxation Code section 18862. Submit both forms to Auditor & Controller via fax at (858) 694-2060 and mail originals to: County of San Diego, 5530 Overland Ave, Ste 410, San Diego, CA 92123

REQUIRED DELIVERY DATE:

15-AUG-14

NOTE TO THE SUPPLIER:

DEPT CONTACT: GEORGE GONZALES 858-974-2600
VENDOR CONTACT: BRYAN CARROLL 201-848-8552

ORDER ITEMS:

Line: 1

Quantity: 6197.98 UOM: DOLLAR Unit Price: 1.00 Total Line Price: \$ 6,197.98
UNSPSC: 432326.0000 Item #: Taxable: NO TAX (including Tax)

Description:

Software renewal, Cellebrite SWUFULT-1. QTY: 2 @ \$3,098.99 EACH. QUOTE #Q-34368-W. REQ 100940.

Ship to: SHERIFF TEW Ship Quantity: 6197.98
SHERIFF TEW UNIT Delivery Date: 15-AUG-14
5201 RUFFIN RD STE S
SAN DIEGO,CA 92123

Line: 2

Quantity: 3098.99 UOM: DOLLAR Unit Price: 1.00 Total Line Price: \$ 3,098.99
UNSPSC: 432326.0000 Item #: Taxable: NO TAX (including Tax)

Description:

Software renewal, Cellebrite SWUFULT-1. QTY: 1. QUOTE #Q-33911-N. REQ 100940.

Ship to: SHERIFF DEPARTMENT Ship Quantity: 3098.99
YOUTH & FAMILY SERVICES Delivery Date: 15-AUG-14
9621 RIDGEHAVEN CT 2ND FL
SAN DIEGO,CA 92123

FILE COPY

TOTAL P.O. PRICE (Including Tax): \$ 9,296.97

ADDITIONAL INFORMATION :

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY VENDOR PROPOSAL OR VENDOR PURCHASE DOCUMENT, IN THE EVENT THERE IS A CONFLICT BETWEEN THE COUNTY'S AND THE VENDOR'S TERMS AND CONDITIONS, THE TERMS AND

COUNTY OF SAN DIEGO
PURCHASE ORDER CONTINUED

P.O. Number-Rev: 549397 - 0
P.O.Type: STANDARD
Date: 15-AUG-14

Page : 2 of 2

Authorized By: JOSIELYN E KAAI
Phone No: (858) 505-6368

CONDITIONS SET FORTH IN THIS PURCHASE ORDER SHALL GOVERN THE PARTIES RELATIONSHIP.

END OF ORDER

FILE COPY

COUNTY OF SAN DIEGO
STANDARD TERMS AND CONDITIONS OF PURCHASE

1. **Acceptance.** By acceptance of this purchase order, Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgment or other form used by Vendor shall not add to, amend, or modify these terms and conditions.
2. **Affirmative Action.** If applicable, Vendor shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (Commencing at Section 84) of the San Diego County Administration Code which program is incorporated herein by reference. A copy of this affirmative action program will be furnished upon request.
3. **Assignment.** This order is assignable by County. Except as to any payment due hereunder, this order is not assignable by Vendor without written approval of County.
4. **Audit Right.** Pursuant to California Government Code Section 8546.7, the parties acknowledge that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.
5. **Cash Discounts.** In connection with any cash discount specified on this order, time will be computed from the time of (i) complete delivery of the goods and/or services as specified, or (ii) receipt of correct invoices. Payment is deemed to be made, for the purpose of allowing the discount, on the date of mailing of the County warrant or check.
6. **Changes.** County shall recognize no change to this order by Vendor without written approval.
7. **Compliance With Laws.** Vendor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the good and/or services to be provided hereunder. Vendor's failure to comply with any applicable Regulations shall constitute a material breach of this purchase order.
8. **Governing Law.** This contract shall be construed and interpreted according to the laws of the State of California.
9. **Delivery.** Unless otherwise specified in writing in this order, all shipments will be F.O.B. point of destination. Freight or handling charges are not billable unless referenced on this order. Transportation receipts, if allowed by order, must accompany invoice.
10. **Food Products.**
 - A. **Package.** Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act of the California Business and Professions Code Section 12601-12615.5.
 - B. **Compliance.** Vendor hereby guarantees that the product or products comprising each shipment made by Vendor to County, as of the date of delivery, is not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug, and Cosmetic Act, as amended, or within the meaning of applicable U.S. State Laws or Municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the U.S. Act. Distressed food commodities that are reconditioned, relabeled and/or re-cased are not acceptable.
11. **Force Majeure.** Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control (financial inability excepted) and which it could not have prevented by reasonable precautions, and, such non-performance shall not be a default hereunder or a ground for termination hereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this order.
12. **Formal Bids.** In the event this purchase order results from a formal bid, terms and conditions of that bid are incorporated herein and form a part of this purchase order. In the event of any conflict or inconsistency between the terms of this purchase order and the terms of a formal bid, the terms of the formal bid shall control.
13. **Hazardous Materials.** If the product being supplied presents a physical or health hazard as defined in Title 8 of the California Code of Regulations, Section 5194, or if the product contains one or more of the substances listed on the "List of Hazardous Substances" prepared by the Director of the California Industrial Relations Department pursuant to Labor Code Section 6380, the Vendor shall forward a "Material Safety Data Sheet", pursuant to Cal/OSHA requirements, referencing this purchase order/sub order number with the product shipment.
14. **Timeliness.** Time is of the essence and this purchase order is subject to termination for failure to deliver on time.
15. **Indemnity.** County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanic's liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.
16. **Patent Indemnity.** Vendor warrants and agrees that it shall defend, indemnify, and hold County harmless, at Vendor's expense, against any claim, suit, or proceeding brought against County insofar as it is based on a claim of infringement of any patent, copyright, trademark, or trade secret of a third party and will pay any costs or damages in connection therewith, including attorney's fees, arising out of this order.
17. **Sales and Use Tax.** On invoices, Vendor shall show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use tax. Vendor shall deduct cash discount before computing Sales or Use Tax.
18. **Termination For Cause - Cancellation.** The County may, by written notice of default to the Vendor, terminate this order in whole or in part, should the Vendor fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
 - 18.1 If, after notice of termination of this order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Clause 19, Termination For Convenience.
19. **Termination For Convenience.** The County may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata order price for any delivered and accepted portion of the order. In no event shall the County be liable for any loss of profits on the order or portion thereof so terminated.
20. **Warranty.** Vendor agrees that any goods and/or services furnished under this order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other provision of this order or by any applicable Uniform Commercial Code warranties.
21. **Disallowance.** In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

Cellebrite USA, Inc.
 7 Campus Drive
 Suite 210
 Parsippany, NJ 07054

Tel: 201-848-8552
 Fax: 201-848-9982
 Tax ID#: 22-3770059

Quote to:

County Of San Diego
 9621 Ridgehaven Ct

San Diego, CA 92123

Contact: Brandy Contreras

Phone #:

Quote Ship to:

County Of San Diego
 9621 Ridgehaven Ct

San Diego, CA 92123

Quote

Quote Number:

Q-34368-W

Quote Date:

7/17/2014

Customer ID	Good Thru	Payment Terms	Sales Rep	
COUNTYOFSANDIE-962	8/16/2014	Net 30	Bryan Carroll	
Quantity	Item	Description	List Price	Ext. Price
2	SWUFULT-1	Touch Ultimate Software Renewal - 1 Year	\$3,098.99	\$6,197.98
		Serial Numbers 5903611 5903640		
		Dongles 174821532 1585620824		

Please include the following information on your PO for Cellebrite UFED purchase:
 • Please include the ORIGINAL QUOTE NUMBER (For example - M777) on your PO
 • CONTACT NAME & NUMBER of individual purchasing and bill to address
 • E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

Terms and conditions:
 • Payment terms: Net 30 ; 1.5% per month interest on late payment
 • Shipping: FCA, Parsippany, NJ, USA : Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
 • 12 months software support included in initial purchase. The next support period purchased begins immediately at the end of the 12 months, i.e., no gaps in support period are allowed.
 • Complete Terms and conditions of sale available upon request (or available at: <http://www.cellebrite.com/us/tc>)

Subtotal:	\$6,197.98
S&H Amount:	
Sales Tax:	\$0.00
Total:	\$6,197.98

Cellebrite USA, Inc.
 7 Campus Drive
 Suite 210
 Parsippany, NJ 07054

Pro Forma Invoice

Number:

Q-33911-N

Date:

7/8/2014

Tel: 201-848-8552
 Fax: 201-848-9982
 Tax ID#: 22-3770059

Invoice to:

San Diego Sheriff's Department
 P.O. Box 939062

San Diego, CA

Contact: Nita Pollard

Phone #:

Invoice Ship to:

San Diego Sheriff's Department
 P.O. Box 939062

San Diego, CA

Customer ID	Good Thru	Payment Terms	Sales Rep	
SANDIEGOSHERI-939062	8/7/2014	Net 30	Bryan Carroll	
Quantity	Item	Description	List Price	Ext. Price
1	SWUFULT-1	Touch Ultimate Software Renewal - 1 Year	\$3,098.99	\$3,098.99
		serial 5725763		
		dongle 749860645		

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - M777) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

Terms and conditions:

- Payment terms: Net 30; 1.5% per month interest on late payment
- Shipping: FCA, Parsippany, NJ, USA : Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- 12 months software support included in initial purchase. The next support period purchased begins immediately at the end of the 12 months, i.e., no gaps in support period are allowed.
- Complete Terms and conditions of sale available upon request (or available at: <http://www.cellebrite.com/us/tc>)

Subtotal:	\$3,098.99
S&H Amount:	
Sales Tax:	\$0.00
Total:	\$3,098.99



County of San Diego

Department of Purchasing & Contracting
5560 Overland Ave, Ste 270
San Diego, CA 92123-1204
PH: (858) 505-6367 FAX: (858) 715-6452

PURCHASE ORDER CHANGE

(Do Not Duplicate Order)

P.O.Number-Rev: 550999 - 7
P.O.Type: STANDARD
Date: 22-JUL-16

Page : 1 of 1

Authorized By: VICTORIA BARBOZA
Phone No: 858-505-6361

SUPPLIER:

CELLEBRITE USA CORP
7 CAMPUS DRIVE STE 210
PARSIPPANY, NJ 07054

TERMS:

Payments: NET 30 DAYS
F.O.B.: DESTINATION
Freight: PREPAID
Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO:

SHERIFF'S DEPARTMENT
ATTN: PAYABLES & SUPPLY UNIT
9621 RIDGEHAVEN CT
SAN DIEGO, CA 92123

SHIP TO:

(See Order Items Below)

The P.O. Number must appear on all invoices and shipping documents. For out-of-State Invoices, the county will pay California Use Tax directly to the State of CA per Permit no. SR FH 25-632384. Prior to first payment, new suppliers must submit a completed IRS Form W-9 and a FTB Form 590. Failure to submit a completed FTB Form 590 will result in back up withholding on all payments per CA Revenue and Taxation Code section 18662. Submit both forms to Auditor & Controller via fax at (858) 694-2060 and mail originals to: County of San Diego, 5530 Overland Ave, Ste 410, San Diego, CA 92123

REQUIRED DELIVERY DATE:

(See Order Items Below)

NOTE TO THE SUPPLIER:

ORDER ITEMS:

Line: 7

Quantity: 10999 UOM: DOLLAR Unit Price: 1.00 Total Line Price: \$ 10,999.00
UNSPSC: 461716.0000 Item #: Taxable: (including Tax)

Description:

ADD FUNDS BACK TO PO#550999 LINE 1 FOR ERRONEOUS CANCELLATION OF LINE REQUESTED ON REQ#109507 TO UNENCUMBER FUNDS; URGENT REQUEST TO PAY PAST DUE INVOICE (\$10,999)

Ship to: SHERIFF DEPARTMENT
DATA SERVICE DIVISION
5575 OVERLAND AVE STE. 101
SAN DIEGO, CA 92123

Ship Quantity: 10999
Delivery Date: 20-JUL-16

Line: 8

Quantity: 65 UOM: DOLLAR Unit Price: 1.00 Total Line Price: \$ 65.00
UNSPSC: 461716.0000 Item #: Taxable: (including Tax)

Description:

ADD FUNDS BACK TO PO#550999 LINE 2 FOR ERRONEOUS CANCELLATION OF LINE REQUESTED ON REQ#109507 TO UNENCUMBER FUNDS; URGENT REQUEST TO PAY PAST DUE INVOICE (\$65)

Ship to: SHERIFF DEPARTMENT
DATA SERVICE DIVISION
5575 OVERLAND AVE STE. 101
SAN DIEGO, CA 92123

Ship Quantity: 65
Delivery Date:

TOTAL P.O. PRICE (Including Tax): \$ 19,028.40

ADDITIONAL INFORMATION :

END OF ORDER

**COUNTY OF SAN DIEGO
STANDARD TERMS AND CONDITIONS OF PURCHASE**

1. **Acceptance.** By acceptance of this purchase order, Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgement or other form used by Vendor shall not add to, amend, or modify these terms and conditions.
2. **Affirmative Action.** If applicable, Vendor shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (Commencing at Section 84) of the San Diego County Administration Code which program is incorporated herein by reference. A copy of this affirmative action program will be furnished upon request.
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7. **Compliance With Laws.** Vendor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the good and/or services to be provided hereunder. Vendor's failure to comply with any applicable Regulations shall constitute a material breach of this purchase order.
8. **Governing Law.** This contract shall be construed and interpreted according to the laws of the State of California.
9. **Delivery.** Unless otherwise specified in writing in this order, all shipments will be F.O.B. point of destination. Freight or handling charges are not billable unless referenced on this order. Transportation receipts, if allowed by order, must accompany invoice.
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 - A. **Package.** Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act of the California Business and Professions Code Section 12601-12615.5.
 - B. **Compliance.** Vendor hereby guarantees that the product or products comprising each shipment made by Vendor to County, as of the date of delivery, is not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug, and Cosmetic Act, as amended, or within the meaning of applicable U.S. State Laws or Municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the U.S. Act. Distressed food commodities that are reconditioned, relabeled and/or re-cased are not acceptable.
11. **Force Majeure.** Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control (financial inability excepted) and which it could not have prevented by reasonable precautions, and, such non-performance shall not be a default hereunder or a ground for termination hereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this order.
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14. **Timeliness.** Time is of the essence and this purchase order is subject to termination for failure to deliver on time.
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16. **Patent Indemnity.** Vendor warrants and agrees that it shall defend, indemnify, and hold County harmless, at Vendor's expense, against any claim, suit, or proceeding brought against County insofar as it is based on a claim of infringement of any patent, copyright, trademark, or trade secret of a third party and will pay any costs or damages in connection therewith, including attorney's fees, arising out of this order.
17. **Sales and Use Tax.** On invoices, Vendor shall show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use tax. Vendor shall deduct cash discount before computing Sales or Use Tax.
18. **Termination For Cause - Cancellation.** The County may, by written notice of default to the Vendor, terminate this order in whole or in part, should the Vendor fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
- 18.1 If, after notice of termination of this order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Clause 19, Termination For Convenience.
19. **Termination For Convenience.** The County may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata order price for any delivered and accepted portion of the order. In no event shall the County be liable for any loss of profits on the order or portion thereof so terminated.
20. **Warranty.** Vendor agrees that any goods and/or services furnished under this order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other provision of this order or by any applicable Uniform Commercial Code warranties.
21. **Disallowance.** In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

Barboza, Victoria

From: Figueroa, Sheena
Sent: Wednesday, July 20, 2016 3:37 PM
To: Barboza, Victoria
Subject: FW: CELLEBRITE

Follow Up Flag: Follow up
Flag Status: Flagged

FYI

Sheena Figueroa | Procurement Contracting Officer
County of San Diego | Department of Purchasing & Contracting
5560 Overland Avenue | Ste 270 | San Diego | California | 92123-1204
Office: 858-505-6350 | Fax: 858-715-6452 | Mail Stop: 032 | Email: sheena.figueroa@sdcounty.ca.gov

POSITIVE = POSITIVE
APPROACH = EXPERIENCE

From: Ky, Kevine [<mailto:Kevine.Ky@sdsheriff.org>]
Sent: Tuesday, July 19, 2016 6:42 PM
To: Figueroa, Sheena
Subject: RE: CELLEBRITE

Awesome! Thank you, Sheena.

Let me know when this one is completed so I can have our staff pay the invoice and notify the vendor went to expect payment.

Thank you...have a wonderful evening, Sheena!

Kevine Ky, Principal Administrative Analyst
County of San Diego Sheriff's Department
Contracts Division, Mailstop: 0-41
9621 Ridgehaven Court, San Diego, CA 92123
Phone: (858) 974-2306, Fax: (858) 573-6244

From: Figueroa, Sheena [<mailto:Sheena.Figueroa@sdcounty.ca.gov>]
Sent: Tuesday, July 19, 2016 5:03 PM
To: Ky, Kevine
Subject: RE: CELLEBRITE

I assigned this one to Vicky and will work with her to make sure it is done correctly.

Thanks,

Sheena Figueroa | Procurement Contracting Officer
County of San Diego | Department of Purchasing & Contracting
5560 Overland Avenue | Ste 270 | San Diego | California | 92123-1204
Office: 858-505-6350 | Fax: 858-715-6452 | Mail Stop: 032 | Email: sheena.figueroa@sdcounty.ca.gov

From: Ky, Kevine [mailto:Kevine.Ky@sdsheriff.org]

Sent: Monday, July 18, 2016 6:39 PM

To: Figueroa, Sheena

Cc: Young, Greg_SDSO; Carpio, Anita_SDSO; Sereno, Karina_SDSO; Tamayo, Steven_SDSO; Dazo, Jacqueline_SDSO

Subject: RE: CELLEBRITE

Thanks, Sheena.

Yes, one of the two req is listed below:

REQ#112339 has been submitted to "...ADD LINES TO ENCUMBER FUNDS (FOR ERRONEOUS CANCELLATION OF LINES 1 & 2 ON PO#550999 PER REQ#109507) TO PAY PAST DUE INVOICE #155031; PLEASE ASSIGN TO PCO/SHEENA" with the following lines:

1. ADD FUNDS BACK TO PO#550999 LINE 1 FOR ERRONEOUS CANCELLATION OF LINE REQUESTED ON REQ#109507 TO UNENCUMBER FUNDS; URGENT REQUEST TO PAY PAST DUE INVOICE (\$10,999)
2. ADD FUNDS BACK TO PO#550999 LINE 2 FOR ERRONEOUS CANCELLATION OF LINE REQUESTED ON REQ#109507 TO UNENCUMBER FUNDS; URGENT REQUEST TO PAY PAST DUE INVOICE (\$65)

Quick recap on the reason for this REQ#112339: Funds for Lines 1 & 2 on the original PO#550999 were unencumbered from Homicide's POETA by req#109507 submitted, due to a confusion/miscommunication that DSD was to pay for the services with DSD's POETA, but no req was submitted to re-encumber the funds under DSD's POETA; therefore, resulted in past due payment.

I am still waiting for confirmation from the divisions on the past due invoices to include in "one" Ratification, and will forward you the draft for review once completed, hopefully within the week.

Thank you,

Kevine Ky, Principal Administrative Analyst
County of San Diego Sheriff's Department
Contracts Division, Mailstop: 0-41
9621 Ridgehaven Court, San Diego, CA 92123
Phone: (858) 974-2306, Fax: (858) 573-6244

From: Figueroa, Sheena [mailto:Sheena.Figueroa@sdcounty.ca.gov]

Sent: Thursday, July 14, 2016 4:30 PM

To: Ky, Kevine

Cc: Myer, Jennifer

Subject: RE: CELLEBRITE

Two reqs is fine for me, are you planning on one letter?

Thanks,

Sheena Figueroa | Procurement Contracting Officer
County of San Diego | Department of Purchasing & Contracting
5560 Overland Avenue | Ste 270 | San Diego | California | 92123-1204
Office: 858-505-6350 | Fax: 858-715-6452 | Mail Stop: 032 | Email: sheena.figueroa@sdcounty.ca.gov

From: Ky, Kevine [mailto:Kevine.Ky@sdsheriff.org]
Sent: Thursday, July 14, 2016 11:30 AM
To: Figueroa, Sheena
Cc: Myer, Jennifer_SDSO
Subject: FW: CELLEBRITE

Hi Sheena,

Thank you, and as a heads-up: "2" (Ratification) below will also include another \$8,079.16 for another three invoices for our Grants Unit.

I was going to do just one req but that would be too confusing as they each will reference a different PO# or BPA# that were the cause for all this mess, but let me know otherwise!

Thank you, Sheena!

Kevine Ky, Principal Administrative Analyst
County of San Diego Sheriff's Department
Contracts Division, Mailstop: 0-41
9621 Ridgehaven Court, San Diego, CA 92123
Phone: (858) 974-2306, Fax: (858) 573-6244

From: Ky, Kevine
Sent: Thursday, July 14, 2016 11:10 AM
To: Hong, Ji-Hye; Myer, Jennifer
Cc: Johnson, Kalia; Pia, Fatima; Young, Greg
Subject: RE: CELLEBRITE

Thank you, Ann for your very prompt attention to this!

You are all copied because you were involved to a degree with the funding for Cellebrite.

I assumed the unspent balance of the approved "\$160K" (per the attached "Approval...") is no longer available; therefore, Greg has advised me to use the following POETA for all Cellebrite POs requested from/for FY2016-17 on. Is this still correct?

- "POETA 1003572/39883/52284/001.001/100598 for FY1617 encumbrance"

I will have to submit the following requisitions using Greg's POETA, if you would please confirm:

1. A requisition with \$11,064 to be re-encumbered for the cancelled PO that un-encumbered the funds we now need to pay for the PO that was correctly issued;
2. A second requisition in \$3,098.99 for each of the two invoices (totaled \$6,197.98) that will be included in a Ratification because a release was not completed to encumber the funds as required by the County; and
3. A final requisition at \$2,210.33 will be for the correction of the POETA from FY2015-16 to FY2016-17 as DSD ran out of funds for FY2015-16 (per Greg).

Please confirm if the POETA provided is correct to use for the requisitions above, so we can work on getting the vendor paid as soon as possible.

Thank you,

Kevine Ky, Principal Administrative Analyst
County of San Diego Sheriff's Department
Contracts Division, Mailstop: 0-41
9621 Ridgehaven Court, San Diego, CA 92123
Phone: (858) 974-2306, Fax: (858) 573-6244



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

October 31, 2011

*Approved
11/1/11*

To: Winston F. McColl, Director
Department of Purchasing and Contracting

O-32

From: Keith Spears, Contract's Manager
Sheriff's Department


O-41

REQUEST FOR RATIFICATION FOR PAYMENT TO CELLEBRITE USA, CORP., Requisition # 84582.

It is requested that payment be made in the amount of \$99.97 to Cellebrite USA, Corp. for the purchase of a UFED Micro SIM Adapter and Forensic Car Adaptor. The Sheriff's High Intensity Drug Trafficking Area was not aware that Cellebrite USA, Corp. was not able to accept the San Diego County P-card for out of state purchases. The Contracts Division has since made them aware of the practices and procedures that are in place for P-card purchases.

Please accept and approve this ratification request. We appreciate your efforts in this matter and apologize for the inconvenience.

William D. Gore, Sheriff


Keith Spears, Manager
Contracts Department



County of San Diego
 Department of Purchasing & Contracting
 10089 Willow Creek Rd, Ste 150
 San Diego, CA 92131-1699
 PH: (858) 537-2500 FAX: (858) 715-6452

Page : 1 of 2

FILE COPY

PURCHASE ORDER

P.O. Number-Rev: 540913 - 0
 P.O.Type: STANDARD
 Date: 19-APR-12

Authorized By: JOSIELYN E KAAI
 Phone No: (858) 537-2570

SUPPLIER:

CELLEBRITE USA CORP
 266 HARRISTOWN #105
 GLEN ROCK,NJ 07452

TERMS:

Payments: NET 30 DAYS
 F.O.B. DESTINATION
 Freight: PREPAID
 Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO:

SHERIFF'S DEPARTMENT
 ATTN: PAYABLES & SUPPLY UNIT
 9621 RIDGEHAVEN CT
 SAN DIEGO,CA 92123

SHIP TO:

SHERIFF DEPARTMENT
 HOMICIDE DETAIL
 9621 RIDGEHAVEN CT 2ND FL
 SAN DIEGO,CA 92123

The P.O. Number must appear on all invoices and shipping documents. For out-of-State invoices, the county will pay California Use Tax directly to the State of CA per Permit no. SR FH 25-632384. Prior to first payment, new suppliers must submit a completed IRS Form W-9 and a FTB Form 590. Failure to submit a completed FTB Form 590 will result in back up withholding on all payments per CA Revenue and Taxation Code section 18662. Submit both forms to Auditor & Controller via fax at (619) 531-5417 and mail originals to: County of San Diego, 1600 Pacific Hwy, Room 061, San Diego, CA 92101

REQUIRED DELIVERY DATE:

25-APR-12

NOTE TO THE SUPPLIER:

DEPT CONTACT: PAULA HAWKINS 858-974-2430
 VENDOR CONTACT: ZACK 201-848-8552

ORDER ITEMS:

Line: 1

Quantity: 999 UOM: DOLLAR Unit Price: 1.00 Total Line Price: \$ 999.00
 UNSPSC: 432300.0000 Item #: Taxable: NO TAX (including Tax)

Description:
 UFED SOFTWARE UPGRADES AND SUPPORT EXTENDED WARRANTY FOR ONE YEAR. SERIAL NUMBER:
 5530036. ITEM: SWUF-1. QUOTE: M20009 DATED 04/05/12. REQ 86600.

Ship Quantity: 999
 Delivery Date: 25-APR-12

Line: 2

Quantity: 1999.99 UOM: DOLLAR Unit Price: 1.00 Total Line Price: \$ 1,999.99
 UNSPSC: 432300.0000 Item #: Taxable: NO TAX (including Tax)

Description:
 PHYSICAL PRO SOFTWARE UPGRADES AND SUPPORT EXTENDED WARRANTY FOR ONE YEAR. SERIAL
 NUMBER: 5530036. ITEM: SWPHUFED-1. QUOTE: M20009 DATED 04/05/12. REQ 86600.

Ship Quantity: 1999.99
 Delivery Date: 25-APR-12

TOTAL P.O. PRICE (Including Tax): \$ 2,998.99

ADDITIONAL INFORMATION :

COUNTY OF SAN DIEGO
PURCHASE ORDER CONTINUED

FILE COPY

P.O. Number-Rev: 540913 - 0
P.O.Type: STANDARD
Date:

Page : 2 of 2

Authorized By: JOSIELYN E KAAI
Phone No: (858) 537-2570

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY VENDOR PROPOSAL OR VENDOR PURCHASE DOCUMENT, IN THE EVENT THERE IS A CONFLICT BETWEEN THE COUNTY'S AND THE VENDOR'S TERMS AND CONDITIONS, THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE ORDER SHALL GOVERN THE PARTIES RELATIONSHIP.

END OF ORDER



County of San Diego
 Department of Purchasing & Contracting
 10089 Willow Creek Rd, Ste 150
 San Diego, CA 92131-1699
 PH: (858) 537-2500 FAX: (858) 715-6452

FILE COPY

Page : 1 of 1

PURCHASE ORDER

P.O. Number-Rev: 540918 - 0
P.O.Type: CONTRACT
Date: 19-APR-12
Effective Date: 19-APR-12 - 18-APR-13
Not to Exceed: \$3,232.00

Authorized By: JOSIELYN E KAAI
Phone No: (858) 537-2570

SUPPLIER:

CELLEBRITE USA CORP
 266 HARRISTOWN #105
 GLEN ROCK,NJ 07452

TERMS:

Payments: NET 30 DAYS
F.O.B. DESTINATION
Freight: PREPAID
Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO:

SHERIFF'S DEPARTMENT
 ATTN: PAYABLES & SUPPLY UNIT
 9621 RIDGEHAVEN CT
 SAN DIEGO,CA 92123

SHIP TO:

SHERIFF DEPARTMENT
 HOMICIDE DETAIL
 9621 RIDGEHAVEN CT 2ND FL
 SAN DIEGO,CA 92123

The P.O. Number must appear on all invoices and shipping documents. For out-of-State invoices, the county will pay California Use Tax directly to the State of CA per Permit no. SR FH 25-632384. Prior to first payment, new suppliers must submit a completed IRS Form W-9 and a FTB Form 590. Failure to submit a completed FTB Form 590 will result in back up withholding on all payments per CA Revenue and Taxation Code section 19962. Submit both forms to Auditor & Controller via fax at (619) 531-9417 and mail originals to: County of San Diego, 1600 Pacific Hwy, Room 061, San Diego, CA 92101

REQUIRED DELIVERY DATE:

DELIVERY BY THE DATE SHOWN ON THE RELEASE ORDER
 OR AS OTHERWISE SPECIFIED BY THE ORDERING
 DEPARTMENT

NOTE TO THE SUPPLIER:

ADDITIONAL INFORMATION :

END OF ORDER



County of San Diego
 Department of Purchasing & Contracting
 5560 Overland Ave, Ste 270
 San Diego, CA 92123-1204
 PH: (858) 505-6367 FAX: (858) 715-6452

PURCHASE ORDER CHANGE

(Do Not Duplicate Order)

P.O.Number-Rev: 544064 - 2
P.O.Type: BLANKET
Date: 20-AUG-13
Effective Date: 15-FEB-13 - 15-FEB-14
Not to Exceed: \$150,000.00

Authorized By: JOSIELYN E KAAI
Phone No: (858) 505-6368

FILE COPY

SUPPLIER:

CELLEBRITE USA CORP
 66 HARRISTOWN #105
 MENDHAM ROCK, NJ 07452

TERMS:

Payments: NET 30 DAYS
F.O.B.: DESTINATION
Freight: PREPAID
Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO:

SHERIFF'S DEPARTMENT
 ATTN: PAYABLES & SUPPLY UNIT
 621 RIDGEHAVEN CT
 SAN DIEGO, CA 92123

SHIP TO:

SHERIFF DEPARTMENT
 CONTRACT/PROCUREMENT UNIT
 9621 RIDGEHAVEN CT
 SAN DIEGO, CA 92123

The P.O. Number must appear on all invoices and shipping documents. For out-of-State Invoices, the county will pay California Use Tax directly to the State of CA per Permit no. SR FH 25-632384. Prior to first payment, new suppliers must submit a completed IRS Form W-9 and a FTB Form 590. Failure to submit a completed FTB Form 590 will result in back up withholding on all payments per CA Revenue and Taxation Code section 18662. Submit both forms to Auditor & Controller via fax at (858) 694-2060 and mail originals to: County of San Diego, 5530 Overland Ave, Ste 410, San Diego, CA 92123

REQUIRED DELIVERY DATE:

DELIVERY BY THE DATE SHOWN ON THE RELEASE ORDER OR AS OTHERWISE SPECIFIED BY THE ORDERING DEPARTMENT

NOTE TO THE SUPPLIER:

8/20/13 INCREASE BY \$100,000.
 SUPPLIER POC: BRYAN CARROLL 201-848-8552 Bryan@cellebriteusa.com
 PER SUPPLIER QUOTE # Q-06957-K
 COUNTY OF SD POC: GEORGE GONZALES 858-974-2600 george.gonzales@sdsheriff.org

ORDER ITEMS:

Line: 2

Quantity: N/A	UOM: DOLLAR	Unit Price: 1.00	Total Line Price: \$ N/A
INSPSC: 461517.0000	Item #:	Taxable: CA SALES TAX	(including Tax)

Description:
 RUGGED TOUCH RUGGED ULTIMATE FORENSIC EXTRACTION DEVICES (RUGGEDIZED LOGICAL AND PHYSICAL MOBILE FORENSIC SOLUTION) PER QUOTE # Q-06957-K. \$100,000. REQ 95229.

ADDITIONAL INFORMATION :

THIS BLANKET PURCHASE AGREEMENT (BPA) AUTHORIZES CELLEBRITE USE CORP TO ACCEPT RELEASES FROM THE SHERIFFS DEPARTMENT FOR UNIVERSAL FORENSIC EXTRACTION DEVICES IN ACCORDANCE WITH TERMS AND CONDITIONS WITHIN.

QUALITY OF ALL ITEMS RECEIVED MUST BE ACCEPTABLE TO RECEIVING DEPARTMENT. EACH ORDER DELIVERY MUST BE DOCUMENTED BY AN ITEMIZED INVOICE, SALES RECEIPT, DELIVERY TICKET OR PACKING SLIP LEFT WITH THE RECEIVING DEPARTMENT, AND SHOWING THE UNIT AND EXTENDED PRICES AND ANY OTHER RELEVANT DETAILS FOR EACH ITEM ORDERED.

NOTE TO COUNTY DEPARTMENT:
 BPA NUMBER MUST BE RECORDED ON ALL DOCUMENTATION.

END OF ORDER

FILE COPY



County of San Diego
 Department of Purchasing & Contracting
 5560 Overland Ave, Ste 270
 San Diego, CA 92123-1204
 PH: (858) 505-6367 FAX: (858) 715-6452

PURCHASE ORDER CHANGE

(Do Not Duplicate Order)

P.O.Number-Rev: 544064 - 3
P.O.Type: BLANKET
Date: 25-FEB-14
Effective Date: 15-FEB-13 - 15-FEB-15
Not to Exceed: \$250,000.00

Authorized By: JOSIELYN E KAAI
Phone No: (858) 505-6368

FILE COPY

SUPPLIER:

CELLEBRITE USA CORP
 266 HARRISTOWN #105
 GLEN ROCK, NJ 07452

TERMS:

Payments: NET 30 DAYS
F.O.B.: DESTINATION
Freight: PREPAID
Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO:

SHERIFF'S DEPARTMENT
 ATTN: PAYABLES & SUPPLY UNIT
 9621 RIDGEHAVEN CT
 SAN DIEGO, CA 92123

SHIP TO:

SHERIFF DEPARTMENT
 CONTRACT/PROCUREMENT UNIT
 9621 RIDGEHAVEN CT
 SAN DIEGO, CA 92123

The P.O. Number must appear on all invoices and shipping documents. For out-of-State invoices, the county will pay California Use Tax directly to the State of CA per Permit no. SR FH 25-632384. Prior to first payment, new suppliers must submit a completed IRS Form W-9 and a FTB Form 590. Failure to submit a completed FTB Form 590 will result in back up withholding on all payments per CA Revenue and Taxation Code section 18662. Submit both forms to Auditor & Controller via fax at (959) 694-2060 and mail originals to: County of San Diego, 5530 Overland Ave, Ste 410, San Diego, CA 92123

REQUIRED DELIVERY DATE:

DELIVERY BY THE DATE SHOWN ON THE RELEASE ORDER OR AS OTHERWISE SPECIFIED BY THE ORDERING DEPARTMENT

NOTE TO THE SUPPLIER:

02/25/14 INCREASE BY \$100,000 FOR PERIOD MAR 2014-FEB 2015.
 DEPT CONTACT: GEORGE GONZALES 858-974-2600
 george.gonzales@sdsheiff.org
 VENDOR CONTACT: BRYAN CARROLL 201-848-8552 Bryan@cellebriteusa.com
 PER SUPPLIER QUOTE # Q-06957-K

ORDER ITEMS:

Line: 3

Quantity: N/A	UOM: DOLLAR	Unit Price: 1.00	Total Line Price: \$ N/A
UNSPSC: 461517.0000	Item #:	Taxable:	(including Tax)

Description:
 UFED TOUCH RUGGED ULTIMATE FORENSIC EXTRACTION DEVICES (RUGGEDIZED LOGICAL AND PHYSICAL MOBILE FORENSIC SOLUTION) PER QUOTE # Q-06957-K. \$100,000. REQ 97952.

ADDITIONAL INFORMATION :

THIS BLANKET PURCHASE AGREEMENT (BPA) AUTHORIZES CELLEBRITE USE CORP TO ACCEPT RELEASES FROM THE SHERIFFS DEPARTMENT FOR UNIVERSAL FORENSIC EXTRACTION DEVICES IN ACCORDANCE WITH TERMS AND CONDITIONS WITHIN.

QUALITY OF ALL ITEMS RECEIVED MUST BE ACCEPTABLE TO RECEIVING DEPARTMENT. EACH ORDER DELIVERY MUST BE DOCUMENTED BY AN ITEMIZED INVOICE, SALES RECEIPT, DELIVERY TICKET OR PACKING SLIP LEFT WITH THE RECEIVING DEPARTMENT, AND SHOWING THE UNIT AND EXTENDED PRICES AND ANY OTHER RELEVANT DETAILS FOR EACH ITEM ORDERED.

NOTE TO COUNTY DEPARTMENT:
 BPA NUMBER MUST BE RECORDED ON ALL DOCUMENTATION.

END OF ORDER

FILE COPY

**COUNTY OF SAN DIEGO
STANDARD TERMS AND CONDITIONS OF PURCHASE**

1. **Acceptance.** By acceptance of this purchase order, Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgement or other form used by Vendor shall not add to, amend, or modify these terms and conditions.
2. **Affirmative Action.** If applicable, Vendor shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (Commencing at Section 84) of the San Diego County Administration Code which program is incorporated herein by reference. A copy of this affirmative action program will be furnished upon request.
3. **Assignment.** This order is assignable by County. Except as to any payment due hereunder, this order is not assignable by Vendor without written approval of County.
4. **Audit Right.** Pursuant to California Government Code Section 8546.7, the parties acknowledge that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.
5. **Cash Discounts.** In connection with any cash discount specified on this order, time will be computed from the later of the date of (i) complete delivery of the goods and/or services as specified, or (ii) receipt of correct invoices. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the County warrant or check.
6. **Changes.** County shall recognize no change to this order by Vendor without written approval.
7. **Compliance With Laws.** Vendor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the good and/or services to be provided hereunder. Vendor's failure to comply with any applicable Regulations shall constitute a material breach of this purchase order.
8. **Governing Law.** This contract shall be construed and interpreted according to the laws of the State of California.
9. **Delivery.** Unless otherwise specified in writing in this order, all shipments will be F.O.B. point of destination. Freight or handling charges are not billable unless referenced on this order. Transportation receipts, if allowed by order, must accompany invoice.
10. **Food Products.**
A. **Package.** Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act of the California Business and Professions Code Section 12601-12615.5.
B. **Compliance.** Vendor hereby guarantees that the product or products comprising each shipment made by Vendor to County, as of the date of delivery, is not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug, and Cosmetic Act, as amended, or within the meaning of applicable U.S. State Laws or Municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the U.S. Act. Distressed food commodities that are reconditioned, relabeled and/or re-cased are not acceptable.
11. **Force Majeure.** Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control (financial inability excepted) and which it could not have prevented by reasonable precautions, and, such non-performance shall not be a default hereunder or a ground for termination hereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this order.
12. **Formal Bids.** In the event this purchase order results from a formal bid, terms and conditions of that bid are incorporated herein and form a part of this purchase order. In the event of any conflict or inconsistency between the terms of this purchase order and the terms of a formal bid, the terms of the formal bid shall control.
13. **Hazardous Materials.** If the product being supplied presents a physical or health hazard as defined in Title 8 of the California Code of Regulations, Section 5194, or if the product contains one or more of the substances listed on the "List of Hazardous Substances" prepared by the Director of the California Industrial Relations Department pursuant to Labor Code Section 6380, the Vendor shall forward a "Material Safety Data Sheet", pursuant to Cal/OSHA requirements, referencing this purchase order/sub order number with the product shipment.
14. **Timeliness.** Time is of the essence and this purchase order is subject to termination for failure to deliver on time.
15. **Indemnity.** County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanic's liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.
16. **Patent Indemnity.** Vendor warrants and agrees that it shall defend, indemnify, and hold County harmless, at Vendor's expense, against any claim, suit, or proceeding brought against County insofar as it is based on a claim of infringement of any patent, copyright, trademark, or trade secret of a third party and will pay any costs or damages in connection therewith, including attorney's fees, arising out of this order.
17. **Sales and Use Tax.** On invoices, Vendor shall show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use tax. Vendor shall deduct cash discount before computing Sales or Use Tax.
18. **Termination For Cause - Cancellation.** The County may, by written notice of default to the Vendor, terminate this order in whole or in part, should the Vendor fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
- 18.1 If, after notice of termination of this order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Clause 19, Termination For Convenience.
19. **Termination For Convenience.** The County may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata order price for any delivered and accepted portion of the order. In no event shall the County be liable for any loss of profits on the order or portion thereof so terminated.
20. **Warranty.** Vendor agrees that any goods and/or services furnished under this order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other provision of this order or by any applicable Uniform Commercial Code warranties.
21. **Disallowance.** In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.



County of San Diego

Department of Purchasing & Contracting
10089 Willow Creek Rd, Ste 150
San Diego, CA 92131-1699
PH: (858) 537-2500 FAX: (858) 715-6452

PURCHASE ORDER CHANGE

(Do Not Duplicate Order)

P.O.Number-Rev: 544064 - 1
P.O.Type: BLANKET
Date: 26-FEB-13
Effective Date: 15-FEB-13 - 15-FEB-14
Not to Exceed: \$50,000.00 *Exp 2016*
3 YR BPA
Authorized By: SHEENA R SMITH
FIGUEROA
Phone No: (858) 505-6350

Page : 1 of 1

SUPPLIER:

CELLEBRITE USA CORP
266 HARRISTOWN #105
GLEN ROCK, NJ 07452

TERMS:

Payments: NET 30 DAYS
F.O.B.: DESTINATION
Freight: PREPAID
Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO:

SHERIFF'S DEPARTMENT
ATTN: PAYABLES & SUPPLY UNIT
9621 RIDGEHAVEN CT
SAN DIEGO, CA 92123

SHIP TO:

SHERIFF DEPARTMENT
CONTRACT/PROCUREMENT UNIT
9621 RIDGEHAVEN CT
SAN DIEGO, CA 92123

The P.O. Number must appear on all invoices and shipping documents. Effective January 1, 2012, payments over \$10,000 are subject to 3% federal withholding per Internal Revenue Code subsection 3402(f) unless exempt. For out-of-State invoices, the county will pay California Use Tax directly to the State of CA per Permit no. SR FH 25-632384. Prior to first payment, new suppliers must submit a completed IRS Form W-9 and a FTB Form 590. Failure to submit a completed FTB Form 590 will result in back up withholding on all payments per CA Revenue and Taxation Code section 18862. Submit both forms to Auditor & Controller via fax at (619) 531-5417 and mail originals to: County of San Diego, 1600 Pacific Hwy, Room 061, San Diego, CA 92101

REQUIRED DELIVERY DATE:

DELIVERY BY THE DATE SHOWN ON THE RELEASE ORDER OR AS OTHERWISE SPECIFIED BY THE ORDERING DEPARTMENT

NOTE TO THE SUPPLIER:

FUNDS INCREASED TO \$50,000 FOR INITIAL YEAR / SUPPLIER POC: BRYAN CARROLL 201-848-8552 Bryan@cellebriteusa.com // PER SUPPLIER QUOTE # Q-06957-K // COUNTY OF SD POC: GEORGE GONZALES 858-974-2600 george.gonzales@sdsheriff.org

ORDER ITEMS:

THERE ARE NO CHANGES TO THE ORDER ITEMS AT THIS TIME

ADDITIONAL INFORMATION :

THIS BLANKET PURCHASE AGREEMENT (BPA) AUTHORIZES CELLEBRITE USE CORP TO ACCEPT RELEASES FROM THE SHERIFFS DEPARTMENT FOR UNIVERSAL FORENSIC EXTRACTION DEVICES IN ACCORDANCE WITH TERMS AND CONDITIONS WITHIN.

QUALITY OF ALL ITEMS RECEIVED MUST BE ACCEPTABLE TO RECEIVING DEPARTMENT. EACH ORDER DELIVERY MUST BE DOCUMENTED BY AN ITEMIZED INVOICE, SALES RECEIPT, DELIVERY TICKET OR PACKING SLIP LEFT WITH THE RECEIVING DEPARTMENT, AND SHOWING THE UNIT AND EXTENDED PRICES AND ANY OTHER RELEVANT DETAILS FOR EACH ITEM ORDERED.

NOTE TO COUNTY DEPARTMENT:
BPA NUMBER MUST BE RECORDED ON ALL DOCUMENTATION.

END OF ORDER



Universal Forensic Products

266 Harristown Road, Suite 105
Glen Rock, NJ 07452
Tel: 201-848-1804
Fax: 201-848-9982

Date 3/19/12

To Whom It May Concern:

This letter identifies Cellebrite USA, Corporation as the sole developer and provider of the UFED Forensic System. Cellebrite USA Corporation was established in 1999. Cellebrite USA is incorporated in state of Delaware and our U.S. & Canadian operations are based in Glen Rock, NJ. Cellebrite USA has been selling direct for the past 11 years and we do not sell to any first source, GSA or other resellers.

With over 55 carriers in the U.S. and over 100 worldwide we are the exclusive provider of mobile synchronization systems for Verizon Wireless, AT&T, Sprint/Nextel, T-Mobile, Metro PCS, Western Wireless, US Cellular, Cricket Communications as well as thousands of privately held cellular retailers.

The Cellebrite UFED System is the only hand-held, cellular exploitation device worldwide that requires no PC or associated phone drivers. The UFED system will quickly extract phonebook, pictures, videos, SMS messages, calls histories, ESN/IMEI information, and deleted SMS/call histories off the SIM/USIM for rapid analysis. Cellebrite supports all the major technologies (TDMA, CDMA, GSM, IDEN) including , Smartphone operating systems and PDAs (Apple iPhone, Blackberry, Google Android, Microsoft Mobile, Palm and Symbian) for over 95% of all handset models worldwide.

Cellebrite's competitive advantage is its extraction speed, intuitive user interface that is operable with little to no training. With our exclusive nationwide carrier agreements we are receiving pre-production handsets and source codes from the cell phone manufacturers 6 months prior to retail launch which is a major advantage for research and development.

With over 90,000 units sold worldwide and hundreds of thousands of end-users, our products have been deployed reliably and effectively throughout the world for both commercial data synchronization and forensic data analysis. Our forensic customers include the Department of Defense, Federal Government, Intelligence Organizations, Military, and Law Enforcement Divisions.

Please feel free to contact us with any questions.

Regards,

Jason Rogers
VP of Sales
201-848-1804

Tax ID: 22-3770059 • DUNS: 033095568 • CAGE: 4C9Q7
Small Business • ORCA Registration Complete



266 Harristown Road, Suite 105
Glen Rock, New Jersey 07452
Tel: (201) 848-8552
Fax: (201) 848-9982
www.cellebrite.com



***Below Subject to Change ***

UFED TOUCH LOGICAL- \$5,999 PLUS \$85 S&H

UFED TOUCH ULTIMATE - \$10,499 PLUS \$85 S&H

UFED TOUCH ULT RUGGED- \$11,999 PLUS \$95 S&H

LINK ANALYSIS W DEVICE- \$1,999

LINK ANALYSIS W/O DEVICE- \$2,499

CHINEX- \$3,499

LOGICAL RENEWAL - \$999

PHYSICAL RENEWAL- \$1,999

ABOUT

Founded in 1999 by a team of highly experienced telecom and mobile telephony professionals, Cellebrite is a global company known for its technological breakthroughs in the cellular industry.

The pioneers in mobile phone to phone content transfer, today Cellebrite provides a complete range of solutions for the mobile retail industry, from stand-alone content transfer at the point-of-sale (POS) to Over-the-Air (OTA) mobile applications for subscriber content backup and management.

With proven ability to impact sales of phones, upgrades, and services, Cellebrite customers include the world's largest mobile operators and deployments by more than 140 major carriers.

Building on its expertise in mobile data technology, in 2007, Cellebrite introduced a new line of products targeted to the mobile forensics industry.

Using next-generation extraction methods and analysis techniques, Cellebrite's Universal Forensic Extraction Device (UFED) is able to extract and analyze data from more than 3000 phones and mobile devices, including smartphones, and GPS systems.

In use by military, law enforcement, governments, and intelligence agencies across the world, Cellebrite's UFED is the tool of choice for thousands of forensic specialists in police, special forces, tax fraud, customs, border control, and anti-terror investigations in more than 60 countries.

www.cellebrite.com
sales@cellebrite.com

HEADQUARTERS Cellebrite Ltd.

94 Ein Hamoshavot St.
Petah Tikva 49130
Israel
Tel: +972 (0)3 926 0900
Fax: +972 (0)3 924 7104

USA Cellebrite USA Corp.

266 Harristown Rd., Ste. 105
Glen Rock, NJ 07452
USA
Tel: (201) 848 8552
Fax: (201) 848 9982

GERMANY Cellebrite GmbH

Vattmannstrasse 1in
33100 Paderborn
Germany
Tel. +49 (0) 52 51 54 64 90
Fax. +49 (0) 52 51 54 64 9 49

THE CELLEBRITE ADVANTAGE:

Unrivalled phone coverage and compatibility

- Logical data extraction from more than 3,000 mobile phones
- Supports all major mobile operating systems, including Windows Mobile, Symbian, iPhone, Brew, j2me, Android, and BlackBerry.
- Supports all phones regardless of network carrier or technology
- Monthly updates to ensure compatibility with new phones as they're introduced into the market.
- Cables for all supported phones

KEY FEATURES

- Built in SIM reader
- Unicode supported content extraction
- Multilingual user interface in 14 languages
- HTML reports in 25 languages
- MD5 and SHA256 hash signatures for data verification

KIT CONTENTS	STANDARD KIT	RUGGEDIZED KIT
Kit Carrying Case	Convenient vinyl carrying case	Hard-sided casing with secure latches and padded carrying strap
UFED Device	✓	✓
UFED Device Casing	Standard	Rubber casing with dataport flap coverings
Cable Organizer	✓	✓
Data Cables for all supported phones	72+	72+
Bluetooth Module for wireless phone connection	✓	✓
USB Flash Drive for saving examination data	✓	✓
15V AC Power Supply	✓	✓
12V In-vehicle (Cigarette Lighter) Power adapter	✓	✓
Rechargeable Lithium Ion Battery Pack	-	✓
SIM ID Cloning Cards	5	10
SIM Card Reader	Built in	Built in
USB Multi-format Memory Card Reader	-	✓
Phone Battery Charger (with 45 tips)	-	✓
Faraday Bag	-	✓
UFED Manager- Report Viewing and Printing Software	✓	✓
Phone Connection Cleansing Brush	✓	✓
User Manual and Support CD	✓	✓



Standard kit



Ruggedized kit



UNIVERSAL FORENSIC EXTRACTION DEVICE CELLEBRITE UFED FOR MOBILE FORENSICS

Addressing the growing need for fast and flexible mobile forensics, Cellebrite's Universal Forensic Extraction Device (UFED) is a stand-alone device for simple extraction of mobile phone data.

In use by military, law enforcement, governments, and intelligence agencies across the world, UFED enables recovery and analysis of invaluable evidentiary evidence from mobile phones.

Extracting data in a forensic manner and presenting it with the integrity of the data intact ensures that the evidence will be admissible in court.

AT A GLANCE

- Thorough extraction of mobile phone data, including contacts, SMS messages, photos, videos, call logs, audio files, ESN, IMEI, ICCID, IMSI and more
- Unrivalled coverage and compatibility, with support for more than 3000 phones
- Mapping of geotags on Google Maps
- SIM ID cloning circumvents missing SIM card and PIN-locked SIMs and neutralizes the phone from any network activity during analysis
- Field-ready mobile forensics – portable, fast and easy to operate, the Ruggedized UFED is battery powered and comes with all accessories needed for harsh field conditions

COMPREHENSIVE DATA EXTRACTION

Cellebrite ensures that almost all future devices are supported prior to retail launch. We work exclusively with more than 140 mobile operators – including T-Mobile, Verizon, Sprint, Orange, Vodafone, AT&T, Telstra, TIM and many others – to monitor handset adoption. We also work directly with phone manufacturers, receiving pre-production handset support prior to launch.

- Call logs, including SIM deleted call history
- Contacts
- Phone details (IMEI / ESN, phone number)
- ICCID and IMSI
- Text messages (SMS), including SIM deleted messages
- Photos
- Videos
- Audio files
- SIM location information: TMSI, MCC, MNC, LAC
- Image geotags

UFED REPORT MANAGER

The UFED Report Manager enables you to save, print, export, and analyze the extracted data.

Concise, easy-to-analyze reports are generated in HTML or XML format, providing an organized print-out for use as a courtroom reference.

Reports also include important fields such as time and date of extraction, agent or officer who performed the extraction and department and case number.

SIM ID CLONING

The UFED's SIM ID cloning feature allows data extraction from PIN locked SIMs, phones with missing SIM cards, and phones without network service.

The cloned SIM card also allows access phones without connecting to a network, preventing incoming calls and messages, while preserving the existing call and message history.



cellebrite
mobile data secured



UNIVERSAL FORENSIC EXTRACTION DEVICE

CELLEBRITE UFED FOR MOBILE FORENSICS



Figueroa, Sheena

From: Hudson, Tracy
Sent: Wednesday, January 09, 2013 3:02 PM
To: Figueroa, Sheena
Cc: Trevejo, Martha F.
Subject: RE: REQ 91465 - Cellebrite

Expires: Saturday, January 07, 2023 12:00 AM

It appears to be straight goods, so I am fine with you processing. It appears the last purchase was done under sole source authority. I see they referenced the CPA which has the previous PO #536863 tied to it. I prefer if you are going to go ahead and take it over than you begin anew with them. Thanks.

Thank you,

Tracy Hudson, Senior Procurement Contracting Officer
County of San Diego | Department of Purchasing & Contracting
5560 Overland Avenue, Suite 270, MS-032
San Diego, CA 92123
Work Hours M-Th 6 AM - 4:30 PM
Phone: 858.505.6361 | Cell: 858.334.9429

REMEMBER TO NOTIFY P&C IF YOUR PROJECT USES ARRA FUNDS!

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain information protected from disclosure by applicable laws and regulations. If you are not an intended recipient, you may not review, use, copy, or disclose or distribute this message or any of the information contained in the message to anyone. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of this message and any attachments. *Unintended transmission shall not constitute waiver of any applicable legal protection afforded to this email and any attached documents.*

From: Figueroa, Sheena
Sent: Wednesday, January 09, 2013 1:02 PM
To: Hudson, Tracy
Cc: Trevejo, Martha F.
Subject: REQ 91465

Hi Tracy,

Martha assigned this req to me and upon reviewing it I noticed that the department is referencing a CPA of yours.

Could you please review and let us know if you are comfortable having it processed on the purchasing side, or if not, who you would like it to be reassigned to.

Thank you,

Sheena Figueroa
Procurement Specialist
Department of Purchasing and Contracting
County of San Diego
5560 Overland Ave, Suite 270
San Diego, CA 92123
858-505-6350
Fx: 858-715-6453

email: sheena.figueroa@sdcounty.ca.gov

RECOVERY ACT 2009 FUNDING? PLEASE BE SURE TO NOTIFY THE DEPARTMENT OF PURCHASING & CONTRACTING OF ANY PROJECT USING SUCH FUNDING, NO MATTER THE AMOUNT.

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain information protected from disclosure by applicable laws and regulations. If you are not the intended recipient, you may not review, use, copy, disclose or distribute this message or any of the information contained in this message to anyone. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of this message and any attachments. Unintended transmission shall not constitute waiver of any applicable legal protection afforded to this e-mail and any attached documents.



County of San Diego

Department of Purchasing & Contracting
5560 Overland Ave, Ste 270
San Diego, CA 92123-1204
PH: (858) 505-6367 FAX: (858) 715-6452

PURCHASE ORDER

P.O. Number-Rev: 544064 - 0
P.O.Type: BLANKET
Date: 20-FEB-13
Effective Date: 15-FEB-13 - 15-FEB-14
Not to Exceed: \$16,666.66

Authorized By: SHEENA R SMITH
FIGUEROA
Phone No: (858) 505-6350

Page : 1 of 1

SUPPLIER:

CELLEBRITE USA CORP
266 HARRISTOWN #105
GLEN ROCK,NJ 07452

TERMS:

Payments: NET 30 DAYS
F.O.B. DESTINATION
Freight: PREPAID
Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO:

SHERIFF'S DEPARTMENT
ATTN: PAYABLES & SUPPLY UNIT
9621 RIDGEHAVEN CT
SAN DIEGO,CA 92123

SHIP TO:

SHERIFF DEPARTMENT
CONTRACT/PROCUREMENT UNIT
9621 RIDGEHAVEN CT
SAN DIEGO,CA 92123

The P.O. Number must appear on all invoices and shipping documents. For out-of-State invoices, the county will pay California Use Tax directly to the State of CA per Permit no. SR FH 25-632384. Prior to first payment, new suppliers must submit a completed IRS Form W-9 and a FTB Form 590. Failure to submit a completed FTB Form 590 will result in back up withholding on all payments per CA Revenue and Taxation Code section 18662. Submit both forms to Auditor & Controller via fax at (858) 694-2060 and mail originals to: County of San Diego, 5530 Overland Ave, Ste 410, San Diego, CA 92123

REQUIRED DELIVERY DATE:

DELIVERY BY THE DATE SHOWN ON THE RELEASE ORDER
OR AS OTHERWISE SPECIFIED BY THE ORDERING
DEPARTMENT

NOTE TO THE SUPPLIER:

SUPPLIER POC: BRYAN CARROLL 201-848-8552 Bryan@celebriteusa.com // PER SUPPLIER QUOTE # Q-06957-K // COUNTY OF SD POC: GEORGE GONZALES 858-974-2600 george.gonzales@sdsheriff.org

ORDER ITEMS:

Line: 1
Quantity: UNSPSC: 461517.0000 **UOM:** DOLLAR **Item #:**
Unit Price: 1.00 **Total Line Price:** \$ N/A
Taxable: CA SALES TAX (including Tax)

Description:
UFED TOUCH RUGGED ULTIMATE FORENSIC EXTRACTION DEVICES (RUGGEDIZED LOGICAL AND PHYSICAL MOBILE FORENSIC SOLUTION) PER QUOTE # Q-06957-K

ADDITIONAL INFORMATION :

THIS BLANKET PURCHASE AGREEMENT (BPA) AUTHORIZES CELLEBRITE USE CORP TO ACCEPT RELEASES FROM THE SHERIFFS DEPARTMENT FOR UNIVERSAL FORENSIC EXTRACTION DEVICES IN ACCORDANCE WITH TERMS AND CONDITIONS WITHIN.

QUALITY OF ALL ITEMS RECEIVED MUST BE ACCEPTABLE TO RECEIVING DEPARTMENT. EACH ORDER DELIVERY MUST BE DOCUMENTED BY AN ITEMIZED INVOICE, SALES RECEIPT, DELIVERY TICKET OR PACKING SLIP LEFT WITH THE RECEIVING DEPARTMENT, AND SHOWING THE UNIT AND EXTENDED PRICES AND ANY OTHER RELEVANT DETAILS FOR EACH ITEM ORDERED.

NOTE TO COUNTY DEPARTMENT:
BPA NUMBER MUST BE RECORDED ON ALL DOCUMENTATION.

END OF ORDER

COUNTY OF SAN DIEGO
STANDARD TERMS AND CONDITIONS OF PURCHASE

1. **Acceptance:** By acceptance of this purchase order Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. In any invoice, acknowledgement or other form used by Vendor shall not add to, or modify these terms and conditions.

2. **Affirmative Action.** If applicable, Vendor shall comply with the Affirmative Action Program for Vendors as set forth in Article III(k)(Commencing at Section 84) of the San Diego County Administration Code which program is incorporated herein by reference. A copy of this affirmative action program will be furnished upon request.

3. **Assignment.** This order is assignable by County. Except as to any payment due hereunder, this order is not assignable by Vendor without written approval of County.

4. **Audit Right.** Pursuant to California Government Code Section 8546.7, the parties acknowledge that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.

5. **Cash Discounts.** In connection with any cash discount specified on this order, time will be computed from the later of the date of (i) complete delivery of the goods and/ or services as specified, or (ii) receipt of correct invoices. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the County warrant or check.

6. **Changes.** County shall recognize no change to this order by Vendor without written approval.

7. **Compliance With Laws.** Vendor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the good and/or services to be provided hereunder. Vendors failure to comply with any applicable regulations shall constitute a material breach of this purchase order.

8. **Governing Law.** This contract shall be construed and interpreted according to the laws of the State of California.

9. **Delivery.** Unless otherwise specified in writing in this order, all shipments will be F.O.B. point of destination. Freight or handling charges are not billable unless referenced on this order. Transportation receipts, if allowed by order, must accompany invoice.

10. **Food Products.**

A. **Package.** Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act of the California Business and Professions Code Section 12601-12615.5.

B. **Compliance.** Vendor hereby guarantees that the product or products comprising each shipment made by Vendor to County, as of the date of delivery, is not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug, and Cosmetic Act, as amended, or within the meaning of applicable U.S. State Laws or Municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the U.S. Act. Distressed food commodities that are reconditioned, relabeled and/or re-cased are not acceptable.

1. **Force Majeure.** Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control(financial inability excepted) and which it could not have prevented by reasonable precautions, and such non-performance shall not be a default hereunder or a ground for termination hereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this order.

2. **Formal Bids.** In the event this purchase order results from a formal bid, terms and conditions of that bid are incorporated herein and form a part of this purchase order. In the event of any conflict or inconsistency between the terms of this purchase order and the terms of a formal bid, the terms of the formal bid shall control.

13. **Hazardous Materials.** If the product being supplied presents a physical or health hazard as defined in Title 8 of the California Code of Regulations, Section 5194, or if the product contains one or more of the substances listed on the List of Hazardous Substances prepared by the Director of the California Industrial Relations Department pursuant to Labor Code Section 6380, the Vendor shall forward a Material Safety Data Sheet, pursuant to Cal/OSHA requirements, referencing this purchase order/sub order number with the product shipment. In accordance with County Board of Supervisors Policy B-64, a vendor shall not provide or deliver any products manufactured using fully halogenated chlorofluorocarbons(CFC) or asbestos containing materials(ACMs), unless specifically authorized by the County Director, General Services.

14. **Timeliness.** Time is of the essence and this purchase order is subject to termination for failure to deliver on time.

15. **Indemnity.** County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County(collectively,County Parties) against any and all claims, demands, liability, judgments, awards, fines, mechanics liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys fees and court costs(hereinafter collectively referred to as "Claims"), related to or arising out of this omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of county Parties.

16. **Patent Indemnity.** Vendor warrants and agrees that it shall defend, indemnify, and hold county harmless, at Vendor's expense, against any claim, suit, or proceeding brought against County insofar as it is based on a claim of infringement of any patent, copyright, trademark, or trade secret of a third party and will pay any costs or damages in connection therewith, including attorney's fees, arising out of this order.

17. **Sales and Use Tax.** On invoices, show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use tax. Deduct cash discount before computing Sales or Use Tax.

18. **Termination For Cause - Cancellation.** The County may, by written notice of default to the Vendor, terminate this order in whole or in part, should the Vendor fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

18.1 If, after notice of termination of this order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Clause 19, Termination For Convenience.

19. **Termination For Convenience.** The County may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata order price for any delivered and accepted portion of the order. In no event shall the County be liable for any loss of profits on the order or portion thereof so terminated.

20. **Warranty.** Vendor agrees that any goods and /or services furnished under this order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other Article of this order or by any applicable Uniform Commercial Code warranties.

21. **Disallowance.** In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1. NOT-FOR-PROFIT ORGANIZATIONS

Attach proof of status and omit Paragraph 3.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

3.1. REPRESENTATION AS DISABLED VETERANS BUSINESS ENTERPRISE

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, section 999).

This Offeror represents as a part of this offer that the ownership, operation and control of the business are in accordance with the specific definition in 3.1. I am currently certified by:

Certifying Government Agency: _____

Certification #: _____

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

- 4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.
4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).
4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of my knowledge and belief, cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this offer, each Offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

- 6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and
6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Bryan Carroll
Title: Inside sales
Company/Organization: CelleGrite USA

Signature: [Handwritten Signature]
Date: 2/12/13

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER



County of San Diego
 Department of Purchasing & Contracting
 5560 Overland Ave, Ste 270
 San Diego, CA 92123-1204
 PH: (858) 505-6367 FAX: (858) 715-6452

PURCHASE ORDER CHANGE

(Do Not Duplicate Order)
 P.O.Number-Rev: 553529 - 6
 P.O.Type: STANDARD
 Date: 23-MAR-17

Page : 1 of 1

Authorized By: MARK COOPER
 Phone No: (858) 505-6343

SUPPLIER:

CELLEBRITE USA CORP
 266 HARRISTOWN #105
 GLEN ROCK, NJ 07452

TERMS:

Payments: NET 30 DAYS
 F.O.B.: DESTINATION
 Freight: PREPAID
 Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO:

SHERIFF'S DEPARTMENT
 PLEASE USE SHIP TO ADDRESS
 FOR THE INVOICE ADDRESS

SHIP TO:

(See Order Items Below)

The P.O. Number must appear on all invoices and shipping documents. For out-of-State Invoices, the county will pay California Use Tax directly to the State of CA per Permit no. SR FH 25-632384. Prior to first payment, now suppliers must submit a completed IRS Form W-9 and a FTB Form 590. Failure to submit a completed FTB Form 590 will result in back up withholding on all payments per CA Revenue and Taxation Code section 18662. Submit both forms to Auditor & Controller via fax at (858) 694-2000 and mail originals to: County of San Diego, 5530 Overland Ave, Ste 410, San Diego, CA 92123

REQUIRED DELIVERY DATE:

(See Order Items Below)

NOTE TO THE SUPPLIER:

ORDER ITEMS:

Line: 12

Quantity: 2 UOM: EACH Unit Price: 3,098.99 Total Line Price: \$ 6,197.98
 JNSPSC: 461716.0000 Item #: Taxable: NO TAX (Including Tax)

Description:
 ITEM CODE A-SOW-07-023: UFED TOUCH ULTIMATE SW RENEWAL, STARTING FROM: APR 1, 2017 TO: MAR 31, 2018, SN: 5922332 1135692639, 5922503 9379737 (2 UNITS)

Ship to: SHERIFF - GRANTS UNIT Ship Quantity: 2
 9621 RIDGEHAVEN COURT Delivery Date: 15-MAR-17
 SAN DIEGO, CA 92123

Line: 13

Quantity: 1 UOM: EACH Unit Price: 3,299.00 Total Line Price: \$ 3,299.00
 JNSPSC: 461716.0000 Item #: Taxable: NO TAX (Including Tax)

Description:
 ITEM CODE A-SOW-11-003: UFED 4PC ULTIMATE SW RENEWAL, STARTING FROM: APR 1, 2017 TO: MAR 31, 2018, SN: 9602048 2134615067 (1UNIT)

Ship to: SHERIFF - GRANTS UNIT Ship Quantity: 1
 9621 RIDGEHAVEN COURT Delivery Date:
 SAN DIEGO, CA 92123

TOTAL P.O. PRICE (Including Tax): \$ 101,517.67

ADDITIONAL INFORMATION :

END OF ORDER

COUNTY OF SAN DIEGO
STANDARD TERMS AND CONDITIONS OF PURCHASE

1. **Acceptance:** By acceptance of this purchase order, Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgement or other form used by Vendor shall not add to, amend, or modify these terms and conditions.

2. **Affirmative Action.** If applicable, Vendor shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (Commencing at Section 84) of the San Diego County Administration Code which program is incorporated herein by reference. A copy of this affirmative action program will be furnished upon request.

3. **Assignment.** This order is assignable by County. Except as to any payment due hereunder, this order is not assignable by Vendor without written approval of County.

4. **Audit Right.** Pursuant to California Government Code Section 8546.7, the parties acknowledge that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.

5. **Cash Discounts.** In connection with any cash discount specified on this order, time will be computed from the later of the date of (i) complete delivery of the goods and/or services as specified, or (ii) receipt of correct invoices. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the County warrant or check.

6. **Changes.** County shall recognize no change to this order by Vendor without written approval.

7. **Compliance With Laws.** Vendor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the good and/or services to be provided hereunder. Vendor's failure to comply with any applicable regulations shall constitute a material breach of this purchase order.

8. **Governing Law.** This contract shall be construed and interpreted according to the laws of the State of California.

9. **Delivery.** Unless otherwise specified in writing in this order, all shipments will be F.O.B. point of destination. Freight or handling charges are not billable unless referenced on this order. Transportation receipts, if allowed by order, must accompany invoice.

10. **Food Products.**

A. **Package.** Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act of the California Business and Professions Code Section 12601-12615.5.

B. **Compliance.** Vendor hereby guarantees that the product or products comprising each shipment made by Vendor to County, as of the date of delivery, is not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug, and Cosmetic Act, as amended, or within the meaning of applicable U.S. State Laws or Municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the U.S. Act. Distressed food commodities that are reconditioned, relabeled and/or re-cased are not acceptable.

11. **Force Majeure.** Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control (financial inability excepted) and which it could not have prevented by reasonable precautions, and, such non-performance shall not be a default hereunder or a ground for termination hereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this order.

12. **Formal Bids.** In the event this purchase order results from a formal bid, terms and conditions of that bid are incorporated herein and form a part of this purchase order. In the event of any conflict or inconsistency between the terms of this purchase order and the terms of a formal bid, the terms of the formal bid shall control.

13. **Hazardous Materials.** If the product being supplied presents a physical or health hazard as defined in Title 8 of the California Code of Regulations, Section 5194, or if the product contains one or more of the substances listed on the "List of Hazardous Substances" prepared by the Director of the California Industrial Relations Department pursuant to Labor Code Section 6380, the Vendor shall forward a "Material Safety Data Sheet", pursuant to Cal/OSHA requirements, referencing this purchase order/sub order number with the product shipment.

14. **Timeliness.** Time is of the essence and this purchase order is subject to termination for failure to deliver on time.

15. **Indemnity.** County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanic's liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.

16. **Patent Indemnity.** Vendor warrants and agrees that it shall defend, indemnify, and hold County harmless, at Vendor's expense, against any claim, suit, or proceeding brought against County insofar as it is based on a claim of infringement of any patent, copyright, trademark, or trade secret of a third party and will pay any costs or damages in connection therewith, including attorney's fees, arising out of this order.

17. **Sales and Use Tax.** On invoices, Vendor shall show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use tax. Vendor shall deduct cash discount before computing Sales or Use Tax.

18. **Termination For Cause - Cancellation.** The County may, by written notice of default to the Vendor, terminate this order in whole or in part, should the Vendor fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

18.1 If, after notice of termination of this order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Clause 19, Termination For Convenience.

19. **Termination For Convenience.** The County may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata order price for any delivered and accepted portion of the order. In no event shall the County be liable for any loss of profits on the order or portion thereof so terminated.

20. **Warranty.** Vendor agrees that any goods and/or services furnished under this order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other provision of this order or by any applicable Uniform Commercial Code warranties.

21. **Disallowance.** In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.



County of San Diego
 Department of Purchasing & Contracting
 5560 Overland Ave, Ste 270
 San Diego, CA 92123-1204
 PH: (858) 505-6367 FAX: (858) 715-6452

PURCHASE ORDER CHANGE

(Do Not Duplicate Order)

P.O.Number-Rev: 553529 - 1
 P.O.Type: STANDARD
 Date: 26-MAY-16

Authorized By: SHEENA R SMITH
 FIGUEROA
 Phone No: (858) 505-6350

SUPPLIER:

CELLEBRITE USA CORP
 266 HARRISTOWN #105
 GLEN ROCK, NJ 07452

TERMS:

Payments: NET 30 DAYS
 F.O.B.: DESTINATION
 Freight: PREPAID
 Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO:

SHERIFF'S DEPARTMENT
 ATTN: PAYABLES & SUPPLY UNIT
 9621 RIDGEHAVEN CT
 SAN DIEGO, CA 92123

SHIP TO:

(See Order Items Below)

The P.O. Number must appear on all invoices and shipping documents. For out-of-State Invoices, the county will pay California Use Tax directly to the State of CA per Permit no. SR FH 25-632384. Prior to first payment, new suppliers must submit a completed IRS Form W-9 and a FTB Form 590. Failure to submit a completed FTB Form 590 will result in back up withholding on all payments per CA Revenue and Taxation Code section 18062. Submit both forms to Auditor & Controller via fax at (858) 694-2060 and mail originals to: County of San Diego, 5530 Overland Ave, Ste 410, San Diego, CA 92123

REQUIRED DELIVERY DATE:

(See Order Items Below)

NOTE TO THE SUPPLIER:

ORDER ITEMS:

Line: 3

Quantity: 15835.84 UOM: DOLLAR Unit Price: 1.00 Total Line Price: \$ 15,835.84
 UNSPSC: 461716.0000 Item #: Taxable: NO TAX (including Tax)

Description:
 ITEM CODE A-SOW-07-023, UFED TOUCH ULTIMATE SW RENEWAL PERIOD 9MAY2016 THRU 31JAN2017 FOR SN:
 5907246 1888491343 5920786 1252213485 5922573 767938074 5922646 1156345644 5922656 334406439 5922662
 730221427 5922704 828502353

Ship to: SHERIFF DEPARTMENT
 DATA SERVICE DIVISION
 5575 OVERLAND AVE STE. 101
 SAN DIEGO, CA 92123

Ship Quantity: 15835.84
 Delivery Date: 11-MAY-16

Line: 4

Quantity: 334.99 UOM: DOLLAR Unit Price: 1.00 Total Line Price: \$ 334.99
 UNSPSC: 461716.0000 Item #: Taxable: NO TAX (including Tax)

Description:
 ITEM CODE A-SOW-11-002, UFED LINK ANALYSIS SW RENEWAL PERIOD 31MAY2016 THRU 31JAN2017 FOR SN:
 1469102984

Ship to: SHERIFF DEPARTMENT
 DATA SERVICE DIVISION
 5575 OVERLAND AVE STE. 101
 SAN DIEGO, CA 92123

Ship Quantity: 334.99
 Delivery Date:

Line: 5

Quantity: 14449.62 UOM: DOLLAR Unit Price: 1.00 Total Line Price: \$ 14,449.62
 UNSPSC: 461716.0000 Item #: Taxable: NO TAX (including Tax)

Description:

COUNTY OF SAN DIEGO
PURCHASE ORDER CONTINUED

P.O. Number-Rev: 553529 - 1
P.O.Type: STANDARD
Date: 26-MAY-16

Page : 2 of 2

Authorized By: SHEENA R SMITH
FIGUEROA
Phone No: (658) 505-6350

ITEM CODE A-SOW-11-003, UFED 4PC ULTIMATE SW RENEWAL PERIOD 9MAY2016 THRU 31JAN2017

Ship to: SHERIFF DEPARTMENT
DATA SERVICE DIVISION
5575 OVERLAND AVE STE. 101
SAN DIEGO, CA 92123

Ship Quantity: 14449.62
Delivery Date:

TOTAL P.O. PRICE (Including Tax): \$ 35,609.82

ADDITIONAL INFORMATION :

END OF ORDER

**COUNTY OF SAN DIEGO
STANDARD TERMS AND CONDITIONS OF PURCHASE**

1. **Acceptance:** By acceptance of this purchase order, Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgement or other form used by Vendor shall not add to, amend, or modify these terms and conditions.
2. **Affirmative Action.** If applicable, Vendor shall comply with the Affirmative Action Program for Vendors as set forth in Article 11k (Commencing at Section 84) of the San Diego County Administration Code which program is incorporated herein by reference. A copy of this affirmative action program will be furnished upon request.
3. **Assignment.** This order is assignable by County. Except as to any payment due hereunder, this order is not assignable by Vendor without written approval of County.
4. **Audit Right.** Pursuant to California Government Code Section 8546.7, the parties acknowledge that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.
5. **Cash Discounts.** In connection with any cash discount specified on this order, time will be computed from the later of the date of (i) complete delivery of the goods and/or services as specified, or (ii) receipt of correct invoices. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the County warrant or check.
6. **Changes.** County shall recognize no change to this order by Vendor without written approval.
7. **Compliance With Laws.** Vendor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the good and/or services to be provided hereunder. Vendor's failure to comply with any applicable Regulations shall constitute a material breach of this purchase order.
8. **Governing Law.** This contract shall be construed and interpreted according to the laws of the State of California.
9. **Delivery.** Unless otherwise specified in writing in this order, all shipments will be F.O.B. point of destination. Freight or handling charges are not billable unless referenced on this order. Transportation receipts, if allowed by order, must accompany invoice.
10. **Food Products.**
 - A. **Package.** Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act of the California Business and Professions Code Section 12601-12615.5.
 - B. **Compliance.** Vendor hereby guarantees that the product or products comprising each shipment made by Vendor to County, as of the date of delivery, is not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug, and Cosmetic Act, as amended, or within the meaning of applicable U.S. State Laws or Municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the U.S. Act. Distressed food commodities that are reconditioned, relabeled and/or re-cased are not acceptable.
11. **Force Majeure.** Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control (financial inability excepted) and which it could not have prevented by reasonable precautions, and, such non-performance shall not be a default hereunder or a ground for termination hereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this order.
12. **Formal Bids.** In the event this purchase order results from a formal bid, terms and conditions of that bid are incorporated herein and form a part of this purchase order. In the event of any conflict or inconsistency between the terms of this purchase order and the terms of a formal bid, the terms of the formal bid shall control.
13. **Hazardous Materials.** If the product being supplied presents a physical or health hazard as defined in Title 8 of the California Code of Regulations, Section 5194, or if the product contains one or more of the substances listed on the "List of Hazardous Substances" prepared by the Director of the California Industrial Relations Department pursuant to Labor Code Section 6380, the Vendor shall forward a "Material Safety Data Sheet", pursuant to Cal/OSHA requirements, referencing this purchase order/sub order number with the product shipment.
14. **Timeliness.** Time is of the essence and this purchase order is subject to termination for failure to deliver on time.
15. **Indemnity.** County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanic's liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.
16. **Patent Indemnity.** Vendor warrants and agrees that it shall defend, indemnify, and hold County harmless, at Vendor's expense, against any claim, suit, or proceeding brought against County insofar as it is based on a claim of infringement of any patent, copyright, trademark, or trade secret of a third party and will pay any costs or damages in connection therewith, including attorney's fees, arising out of this order.
17. **Sales and Use Tax.** On invoices, Vendor shall show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use tax. Vendor shall deduct cash discount before computing Sales or Use Tax.
18. **Termination For Cause - Cancellation.** The County may, by written notice of default to the Vendor, terminate this order in whole or in part, should the Vendor fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
- 18.1 If, after notice of termination of this order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Clause 19, Termination For Convenience.
19. **Termination For Convenience.** The County may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata order price for any delivered and accepted portion of the order. In no event shall the County be liable for any loss of profits on the order or portion thereof so terminated.
20. **Warranty.** Vendor agrees that any goods and/or services furnished under this order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other provision of this order or by any applicable Uniform Commercial Code warranties.
21. **Disallowance.** In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.



County of San Diego
 Department of Purchasing & Contracting
 5560 Overland Ave, Ste 270
 San Diego, CA 92123-1204
 PH: (858) 505-6367 FAX: (858) 715-6452

PURCHASE ORDER CHANGE

(Do Not Duplicate Order)
 P.O.Number-Rev: 553529 - 5
 P.O.Type: STANDARD
 Date: 30-JAN-17

Authorized By: SHEENA R SMITH
 FIGUEROA
 Phone No: (858) 505-6350

SUPPLIER:

CELLEBRITE USA CORP
 266 HARRISTOWN #105
 GLEN ROCK, NJ 07452

TERMS:

Payments: NET 30 DAYS
 F.O.B.: DESTINATION
 Freight: PREPAID
 Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO:

SHERIFF'S DEPARTMENT
 PLEASE USE SHIP TO ADDRESS
 FOR THE INVOICE ADDRESS

SHIP TO:

(See Order Items Below)

The P.O. Number must appear on all invoices and shipping documents. For out-of-State invoices, the county will pay California Use Tax directly to the State of CA per Permit no. SR FH 25-632384. Prior to first payment, new suppliers must submit a completed IRS Form W-9 and a FTB Form 590. Failure to submit a completed FTB Form 590 will result in back up withholding on all payments per CA Revenue and Taxation Code section 18662. Submit both forms to Auditor & Controller via fax at (858) 694-2060 and mail originals to: County of San Diego, 5530 Overland Ave, Ste 410, San Diego, CA 92123

REQUIRED DELIVERY DATE:

(See Order Items Below)

NOTE TO THE SUPPLIER:

ORDER ITEMS:

Line: 9

Quantity: 14 UOM: EACH Unit Price: 3,098.99 Total Line Price: \$ 43,385.86
 UNSPSC: 461716.0000 Item #: Taxable: NO TAX (including Tax)
 Description:
 ITEM CODE A-SOW-07-023: UFED TOUCH ULTIMATE SW RENEWAL FOR 1FEB2017 THRU 31JAN2018 PER QUOTE ATTACHED

Ship to: SHERIFF DEPARTMENT
 DATA SERVICE DIVISION
 5575 OVERLAND AVE STE. 101
 SAN DIEGO, CA 92123

Ship Quantity: 14
 Delivery Date: 24-JAN-17

Line: 10

Quantity: 7 UOM: EACH Unit Price: 3,299.00 Total Line Price: \$ 23,093.00
 UNSPSC: 461716.0000 Item #: Taxable: NO TAX (including Tax)
 Description:
 ITEM CODE A-SOW-11-003: UFED 4PC ULTIMATE SW RENEWAL FOR 1FEB2017 THRU 31JAN2018 PER QUOTE ATTACHED

Ship to: SHERIFF DEPARTMENT
 DATA SERVICE DIVISION
 5575 OVERLAND AVE STE. 101
 SAN DIEGO, CA 92123

Ship Quantity: 7
 Delivery Date:

Line: 11

Quantity: 1 UOM: EACH Unit Price: 2,070.00 Total Line Price: \$ 2,070.00
 UNSPSC: 461716.0000 Item #: Taxable: NO TAX (including Tax)
 Description:
 ITEM CODE S-UFD-04-005

**COUNTY OF SAN DIEGO
STANDARD TERMS AND CONDITIONS OF PURCHASE**

1. **Acceptance.** By acceptance of this purchase order, Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgement or other form used by Vendor shall not add to, amend, or modify these terms and conditions.
2. **Affirmative Action.** If applicable, Vendor shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (Commencing at Section 84) of the San Diego County Administration Code which program is incorporated herein by reference. A copy of this affirmative action program will be furnished upon request.
3. **Assignment.** This order is assignable by County. Except as to any payment due hereunder, this order is not assignable by Vendor without written approval of County.
4. **Audit Right.** Pursuant to California Government Code Section 8546.7, the parties acknowledge that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.
5. **Cash Discounts.** In connection with any cash discount specified on this order, time will be computed from the later of the date of (i) complete delivery of the goods and/or services as specified, or (ii) receipt of correct invoices. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the County warrant or check.
6. **Changes.** County shall recognize no change to this order by Vendor without written approval.
7. **Compliance With Laws.** Vendor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the good and/or services to be provided hereunder. Vendor's failure to comply with any applicable Regulations shall constitute a material breach of this purchase order.
8. **Governing Law.** This contract shall be construed and interpreted according to the laws of the State of California.
9. **Delivery.** Unless otherwise specified in writing in this order, all shipments will be F.O.B. point of destination. Freight or handling charges are not billable unless referenced on this order. Transportation receipts, if allowed by order, must accompany invoice.
10. **Food Products.**
 - A. **Package.** Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act of the California Business and Professions Code Section 12601-12615.5.
 - B. **Compliance.** Vendor hereby guarantees that the product or products comprising each shipment made by Vendor to County, as of the date of delivery, is not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug, and Cosmetic Act, as amended, or within the meaning of applicable U.S. State Laws or Municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the U.S. Act. Distressed food commodities that are reconditioned, relabeled and/or re-cased are not acceptable.
11. **Force Majeure.** Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control (financial inability excepted) and which it could not have prevented by reasonable precautions, and, such non-performance shall not be a default hereunder or a ground for termination hereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this order.
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13. **Hazardous Materials.** If the product being supplied presents a physical or health hazard as defined in Title 8 of the California Code of Regulations, Section 5194, or if the product contains one or more of the substances listed on the "List of Hazardous Substances" prepared by the Director of the California Industrial Relations Department pursuant to Labor Code Section 6380, the Vendor shall forward a "Material Safety Data Sheet", pursuant to Cal/OSHA requirements, referencing this purchase order/sub order number with the product shipment.
14. **Timeliness.** Time is of the essence and this purchase order is subject to termination for failure to deliver on time.
15. **Indemnity.** County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanic's liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.
16. **Patent Indemnity.** Vendor warrants and agrees that it shall defend, indemnify, and hold County harmless, at Vendor's expense, against any claim, suit, or proceeding brought against County insofar as it is based on a claim of infringement of any patent, copyright, trademark, or trade secret of a third party and will pay any costs or damages in connection therewith, including attorney's fees, arising out of this order.
17. **Sales and Use Tax.** On invoices, Vendor shall show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use tax. Vendor shall deduct cash discount before computing Sales or Use Tax.
18. **Termination For Cause - Cancellation.** The County may, by written notice of default to the Vendor, terminate this order in whole or in part, should the Vendor fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
 - 18.1 If, after notice of termination of this order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Clause 19, Termination For Convenience.
19. **Termination For Convenience.** The County may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata order price for any delivered and accepted portion of the order. In no event shall the County be liable for any loss of profits on the order or portion thereof so terminated.
20. **Warranty.** Vendor agrees that any goods and/or services furnished under this order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other provision of this order or by any applicable Uniform Commercial Code warranties.
21. **Disallowance.** In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

COUNTY OF SAN DIEGO
PURCHASE ORDER CONTINUED

P.O. Number-Rev: 553529 - 5
P.O.Type: STANDARD
Date: 30-JAN-17

Page : 2 of 2

Authorized By: SHEENA R SMITH
FIGUEROA
Phone No: (858) 505-6350

Ship to: SHERIFF DEPARTMENT
DATA SERVICE DIVISION
5575 OVERLAND AVE STE. 101
SAN DIEGO, CA 92123

Ship Quantity: 1
Delivery Date:

TOTAL P.O. PRICE (Including Tax): \$ 68,548.86

ADDITIONAL INFORMATION :

END OF ORDER

**COUNTY OF SAN DIEGO
STANDARD TERMS AND CONDITIONS OF PURCHASE**

1. **Acceptance.** By acceptance of this purchase order, Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgement or other form used by Vendor shall not add to, amend, or modify these terms and conditions.
2. **Affirmative Action.** If applicable, Vendor shall comply with the Affirmative Action Program for Vendors as set forth in Article 11k (Commencing at Section 84) of the San Diego County Administration Code which program is incorporated herein by reference. A copy of this affirmative action program will be furnished upon request.
3. **Assignment.** This order is assignable by County. Except as to any payment due hereunder, this order is not assignable by Vendor without written approval of County.
4. **Audit Right.** Pursuant to California Government Code Section 8546.7, the parties acknowledge that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.
5. **Cash Discounts.** In connection with any cash discount specified on this order, time will be computed from the later of the date of (i) complete delivery of the goods and/or services as specified, or (ii) receipt of correct invoices. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the County warrant or check.
6. **Changes.** County shall recognize no change to this order by Vendor without written approval.
7. **Compliance With Laws.** Vendor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the good and/or services to be provided hereunder. Vendor's failure to comply with any applicable Regulations shall constitute a material breach of this purchase order.
8. **Governing Law.** This contract shall be construed and interpreted according to the laws of the State of California.
9. **Delivery.** Unless otherwise specified in writing in this order, all shipments will be F.O.B. point of destination. Freight or handling charges are not billable unless referenced on this order. Transportation receipts, if allowed by order, must accompany invoice.
10. **Food Products.**
 - A. **Package.** Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act of the California Business and Professions Code Section 12601-12615.5.
 - B. **Compliance.** Vendor hereby guarantees that the product or products comprising each shipment made by Vendor to County, as of the date of delivery, is not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug, and Cosmetic Act, as amended, or within the meaning of applicable U.S. State Laws or Municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the U.S. Act. Distressed food commodities that are reconditioned, relabeled and/or re-cased are not acceptable.
11. **Force Majeure.** Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control (financial inability excepted) and which it could not have prevented by reasonable precautions, and, such non-performance shall not be a default hereunder or a ground for termination hereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this order.
12. **Formal Bids.** In the event this purchase order results from a formal bid, terms and conditions of that bid are incorporated herein and form a part of this purchase order. In the event of any conflict or inconsistency between the terms of this purchase order and the terms of a formal bid, the terms of the formal bid shall control.
13. **Hazardous Materials.** If the product being supplied presents a physical or health hazard as defined in Title 8 of the California Code of Regulations, Section 5194, or if the product contains one or more of the substances listed on the "List of Hazardous Substances" prepared by the Director of the California Industrial Relations Department pursuant to Labor Code Section 6380, the Vendor shall forward a "Material Safety Data Sheet", pursuant to Cal/OSHA requirements, referencing this purchase order/sub order number with the product shipment.
14. **Timeliness.** Time is of the essence and this purchase order is subject to termination for failure to deliver on time.
15. **Indemnity.** County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanic's liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.
16. **Patent Indemnity.** Vendor warrants and agrees that it shall defend, indemnify, and hold County harmless, at Vendor's expense, against any claim, suit, or proceeding brought against County insofar as it is based on a claim of infringement of any patent, copyright, trademark, or trade secret of a third party and will pay any costs or damages in connection therewith, including attorney's fees, arising out of this order.
17. **Sales and Use Tax.** On invoices, Vendor shall show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use tax. Vendor shall deduct cash discount before computing Sales or Use Tax.
18. **Termination For Cause - Cancellation.** The County may, by written notice of default to the Vendor, terminate this order in whole or in part, should the Vendor fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
 - 18.1 If, after notice of termination of this order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Clause 19, Termination For Convenience.
19. **Termination For Convenience.** The County may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata order price for any delivered and accepted portion of the order. In no event shall the County be liable for any loss of profits on the order or portion thereof so terminated.
20. **Warranty.** Vendor agrees that any goods and/or services furnished under this order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other provision of this order or by any applicable Uniform Commercial Code warranties.
21. **Disallowance.** In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.



County of San Diego
 Department of Purchasing & Contracting
 5560 Overland Ave, Ste 270
 San Diego, CA 92123-1204
 PH: (858) 505-6367 FAX: (858) 715-6452

PURCHASE ORDER CHANGE

(Do Not Duplicate Order)
 P.O.Number-Rev: 553529 - 2
 P.O.Type: STANDARD
 Date: 31-MAY-16

Page : 1 of 1

Authorized By: SHEENA R SMITH
 FIGUEROA
 (858) 505-6350
Phone No:

SUPPLIER:

CELLEBRITE USA CORP
 266 HARRISTOWN #105
 GLEN ROCK, NJ 07452

TERMS:

Payments: NET 30 DAYS
F.O.B.: DESTINATION
Freight: PREPAID
Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO:

SHERIFF'S DEPARTMENT
 ATTN: PAYABLES & SUPPLY UNIT
 9621 RIDGEHAVEN CT
 SAN DIEGO, CA 92123

SHIP TO:

(See Order Items Below)

The P.O. Number must appear on all invoices and shipping documents. For out-of-State Invoices, the county will pay California Use Tax directly to the State of CA per Permit no. SR FH 25-632384. Prior to first payment, new suppliers must submit a completed IRS Form W-9 and a FTB Form 590. Failure to submit a completed FTB Form 590 will result in back up withholding on all payments per CA Revenue and Taxation Code section 18662. Submit both forms to Auditor & Controller via fax at (858) 694-2060 and mail originals to: County of San Diego, 5530 Overland Ave, Ste 410, San Diego, CA 92123

REQUIRED DELIVERY DATE:

(See Order Items Below)

NOTE TO THE SUPPLIER:

ORDER ITEMS:

Line: 6

Quantity: 2210.33 **UOM:** DOLLAR **Unit Price:** 1.00 **Total Line Price:** \$ 2,210.33
UNSPSC: 461716.0000 **Item #:** **Taxable:** NO TAX (including Tax)
Description:
 ITEM CODE: A-SOW-11-003, UFED 4PC ULTIMATE SW RENEWAL PERIOD 31MAY2016 THRU 31JAN2017 FOR SN: 1338408556

Ship to: SHERIFF DEPARTMENT
 DATA SERVICE DIVISION
 5575 OVERLAND AVE STE. 101
 SAN DIEGO, CA 92123

Ship Quantity: 2210.33
Delivery Date: 31-MAY-16

TOTAL P.O. PRICE (Including Tax): \$ 37,820.15

ADDITIONAL INFORMATION :

END OF ORDER

**COUNTY OF SAN DIEGO
STANDARD TERMS AND CONDITIONS OF PURCHASE**

1. **Acceptance.** By acceptance of this purchase order, Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgement or other form used by Vendor shall not add to, amend, or modify these terms and conditions.
2. **Affirmative Action.** If applicable, Vendor shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (Commencing at Section 84) of the San Diego County Administration Code which program is incorporated herein by reference. A copy of this affirmative action program will be furnished upon request.
3. **Assignment.** This order is assignable by County. Except as to any payment due hereunder, this order is not assignable by Vendor without written approval of County.
4. **Audit Right.** Pursuant to California Government Code Section 8546.7, the parties acknowledge that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.
5. **Cash Discounts.** In connection with any cash discount specified on this order, time will be computed from the later of the date of (i) complete delivery of the goods and/or services as specified, or (ii) receipt of correct invoices. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the County warrant or check.
6. **Changes.** County shall recognize no change to this order by Vendor without written approval.
7. **Compliance With Laws.** Vendor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the good and/or services to be provided hereunder. Vendor's failure to comply with any applicable Regulations shall constitute a material breach of this purchase order.
8. **Governing Law.** This contract shall be construed and interpreted according to the laws of the State of California.
9. **Delivery.** Unless otherwise specified in writing in this order, all shipments will be F.O.B. point of destination. Freight or handling charges are not billable unless referenced on this order. Transportation receipts, if allowed by order, must accompany invoice.
10. **Food Products.**
 - A. **Package.** Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act of the California Business and Professions Code Section 12601-12615.5.
 - B. **Compliance.** Vendor hereby guarantees that the product or products comprising each shipment made by Vendor to County, as of the date of delivery, is not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug, and Cosmetic Act, as amended, or within the meaning of applicable U.S. State Laws or Municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the U.S. Act. Distressed food commodities that are reconditioned, relabeled and/or re-cased are not acceptable.
11. **Force Majeure.** Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control (financial inability excepted) and which it could not have prevented by reasonable precautions, and, such non-performance shall not be a default hereunder or a ground for termination hereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this order.
12. **Formal Bids.** In the event this purchase order results from a formal bid, terms and conditions of that bid are incorporated herein and form a part of this purchase order. In the event of any conflict or inconsistency between the terms of this purchase order and the terms of a formal bid, the terms of the formal bid shall control.
13. **Hazardous Materials.** If the product being supplied presents a physical or health hazard as defined in Title 8 of the California Code of Regulations, Section 5194, or if the product contains one or more of the substances listed on the "List of Hazardous Substances" prepared by the Director of the California Industrial Relations Department pursuant to Labor Code Section 6380, the Vendor shall forward a "Material Safety Data Sheet", pursuant to Cal/OSHA requirements, referencing this purchase order/sub order number with the product shipment.
14. **Timeliness.** Time is of the essence and this purchase order is subject to termination for failure to deliver on time.
15. **Indemnity.** County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanic's liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.
16. **Patent Indemnity.** Vendor warrants and agrees that it shall defend, indemnify, and hold County harmless, at Vendor's expense, against any claim, suit, or proceeding brought against County insofar as it is based on a claim of infringement of any patent, copyright, trademark, or trade secret of a third party and will pay any costs or damages in connection therewith, including attorney's fees, arising out of this order.
17. **Sales and Use Tax.** On invoices, Vendor shall show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use tax. Vendor shall deduct cash discount before computing Sales or Use Tax.
18. **Termination For Cause - Cancellation.** The County may, by written notice of default to the Vendor, terminate this order in whole or in part, should the Vendor fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
- 18.1 If, after notice of termination of this order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Clause 19, Termination For Convenience.
19. **Termination For Convenience.** The County may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata order price for any delivered and accepted portion of the order. In no event shall the County be liable for any loss of profits on the order or portion thereof so terminated.
20. **Warranty.** Vendor agrees that any goods and/or services furnished under this order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other provision of this order or by any applicable Uniform Commercial Code warranties.
21. **Disallowance.** In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.



County of San Diego
 Department of Purchasing & Contracting
 5560 Overland Ave, Ste 270
 San Diego, CA 92123-1204
 PH: (858) 505-6367 FAX: (858) 715-6452

PURCHASE ORDER CHANGE

(Do Not Duplicate Order)
 P.O.Number-Rev: 553529 - 3
 P.O.Type: STANDARD
 Date: 19-SEP-16

Authorized By: JULIE L BENNER
Phone No: 858-505-6385

SUPPLIER:

CELLEBRITE USA CORP
 266 HARRISTOWN #105,
 GLEN ROCK, NJ 07452

TERMS:

Payments: NET 30 DAYS
F.O.B.: DESTINATION
Freight: PREPAID
Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO:

SHERIFF'S DEPARTMENT
 ATTN: PAYABLES & SUPPLY UNIT
 9621 RIDGEHAVEN CT
 SAN DIEGO, CA 92123

SHIP TO:

(See Order Items Below)

The P.O. Number must appear on all invoices and shipping documents. For out-of-State invoices, the county will pay California Use Tax directly to the State of CA per Permit no. SR FH 25-632384. Prior to first payment, new suppliers must submit a completed IRS Form W-9 and a FTB Form 590. Failure to submit a completed FTB Form 590 will result in back up withholding on all payments per CA Revenue and Taxation Code section 18862. Submit both forms to Auditor & Controller via fax at (858) 694-2080 and mail originals to: County of San Diego, 5530 Overland Ave, Ste 410, San Diego, CA 92123

REQUIRED DELIVERY DATE:

(See Order Items Below)

NOTE TO THE SUPPLIER:

ORDER ITEMS:

Line: 7

Quantity: 1053.66 **UOM:** DOLLAR **Unit Price:** 1.00 **Total Line Price:** \$ 1,053.66
UNSPSC: 461716.0000 **Item #:** **Taxable:** (including Tax)

Description:
 FOR UFED TOUCH ULTIMATE SW RENEWAL OF SN#5941528-444030581 FOR 29SEPT2016 THRU 31JAN2017

Ship to: SHERIFF DEPARTMENT
 DATA SERVICE DIVISION
 5575 OVERLAND AVE STE. 101
 SAN DIEGO, CA 92123

Ship Quantity: 1053.66
Delivery Date:

Line: 8

Quantity: 433.86 **UOM:** DOLLAR **Unit Price:** 1.00 **Total Line Price:** \$ 433.86
UNSPSC: 461716.0000 **Item #:** **Taxable:** (including Tax)

Description:
 UFED TOUCH ULTIMATE SW RENEWAL OF SN# 5912533-1073642382 FOR 9DEC2016 THRU 31JAN2017

Ship to: SHERIFF DEPARTMENT
 DATA SERVICE DIVISION
 5575 OVERLAND AVE STE. 101
 SAN DIEGO, CA 92123

Ship Quantity: 433.86
Delivery Date:

TOTAL P.O. PRICE (Including Tax): \$ 39,307.67

ADDITIONAL INFORMATION :

END OF ORDER

COUNTY OF SAN DIEGO
STANDARD TERMS AND CONDITIONS OF PURCHASE

Acceptance. By acceptance of this purchase order, Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgement or other form used by Vendor shall not add to, amend, or modify these terms and conditions.

Affirmative Action. If applicable, Vendor shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (Commencing at Section 84) of the San Diego County Administration Code which program is incorporated herein by reference. A copy of this affirmative action program will be furnished upon request.

Assignment. This order is assignable by County. Except as to any payment due hereunder, this order is not assignable by Vendor without written approval of County.

Audit Right. Pursuant to California Government Code Section 8546.7, the parties acknowledge that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.

Cash Discounts. In connection with any cash discount specified on this order, none will be computed from the later of the date of (i) complete delivery of the goods and/or services as specified, or (ii) receipt of correct invoices. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the County warrant or check.

Changes. County shall recognize no change to this order by Vendor without written approval.

Compliance With Laws. Vendor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the good and/or services to be provided hereunder. Vendor's failure to comply with any applicable regulations shall constitute a material breach of this purchase order.

Governing Law. This contract shall be construed and interpreted according to the laws of the State of California.

Delivery. Unless otherwise specified in writing in this order, all shipments will be F.O.B. point of destination. Freight or handling charges are not billable unless referenced on this order. Transportation receipts, if allowed by order, must accompany invoice.

0. Food Products.

A. Package. Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act of the California Business and Professions Code Section 12601-12615.5.

B. Compliance. Vendor hereby guarantees that the product or products comprising each shipment made by Vendor to County, as of the date of delivery, is not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug, and Cosmetic Act, as amended, or within the meaning of applicable U.S. State Laws or Municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the U.S. Act. Distressed food commodities that are reconditioned, relabeled and/or re-cased are not acceptable.

1. Force Majeure. Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control (financial inability excepted) and which it could not have prevented by reasonable precautions, and, such non-performance shall not be a default hereunder or a ground for termination hereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this order.

2. Formal Bids. In the event this purchase order results from a formal bid, terms and conditions of that bid are incorporated herein and form a part of this purchase order. In the event of any conflict or inconsistency between the terms of this purchase order and the terms of a formal bid, the terms of the formal bid shall control.

13. Hazardous Materials. If the product being supplied presents a physical or health hazard as defined in Title 8 of the California Code of Regulations, Section 5194, or if the product contains one or more of the substances listed on the "List of Hazardous Substances" prepared by the Director of the California Industrial Relations Department pursuant to Labor Code Section 6380, the Vendor shall forward a "Material Safety Data Sheet", pursuant to Cal/OSHA requirements, referencing this purchase order/sub order number with the product shipment.

14. Timeliness. Time is of the essence and this purchase order is subject to termination for failure to deliver on time.

15. Indemnity. County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanic's liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.

16. Patent Indemnity. Vendor warrants and agrees that it shall defend, indemnify, and hold County harmless, at Vendor's expense, against any claim, suit, or proceeding brought against County insofar as it is based on a claim of infringement of any patent, copyright, trademark, or trade secret of a third party and will pay any costs or damages in connection therewith, including attorney's fees, arising out of this order.

17. Sales and Use Tax. On invoices, Vendor shall show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use tax. Vendor shall deduct cash discount before computing Sales or Use Tax.

18. Termination For Cause - Cancellation. The County may, by written notice of default to the Vendor, terminate this order in whole or in part, should the Vendor fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

18.1 If, after notice of termination of this order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Clause 19, Termination For Convenience.

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20. Warranty. Vendor agrees that any goods and/or services furnished under this order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other provision of this order or by any applicable Uniform Commercial Code warranties.

21. Disallowance. In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.



County of San Diego
 Department of Purchasing & Contracting
 5560 Overland Ave, Ste 270
 San Diego, CA 92123-1204
 PH: (858) 505-6367 FAX: (858) 715-6452

PURCHASE ORDER CHANGE

(Do Not Duplicate Order)

P.O.Number-Rev: **549397 - 1**
 P.O.Type: **STANDARD**
 Date: **03-NOV-14**

FILE COPY

Authorized By: **JOSIELYN E KAAI**
 Phone No: **(858) 505-6368**

SUPPLIER:

CELLEBRITE USA CORP
 266 HARRISTOWN #105
 GLEN ROCK, NJ 07452

TERMS:

Payments: **IMMEDIATE**
 F.O.B.: **DESTINATION**
 Freight: **PREPAID**
 Carrier: **BEST METHOD**

SEND ORIGINAL INVOICE TO:

SHERIFF'S DEPARTMENT
 ATTN: PAYABLES & SUPPLY UNIT
 9621 RIDGEHAVEN CT
 SAN DIEGO, CA 92123

SHIP TO:

(See Order Items Below)

The P.O. Number must appear on all invoices and shipping documents. For out-of-State Invoices, the county will pay California Use Tax directly to the State of CA per Permit no. SR FH 25-632384. Prior to first payment, new suppliers must submit a completed IRS Form W-9 and a FTB Form 590. Failure to submit a completed FTB Form 590 will result in back up withholding on all payments per CA Revenue and Taxation Code section 18662. Submit both forms to Auditor & Controller via fax at (858) 694-2060 and mail originals to: County of San Diego, 5530 Overland Ave, Ste 410, San Diego, CA 92123

REQUIRED DELIVERY DATE:

(See Order Items Below)

NOTE TO THE SUPPLIER:

11/03/14. LINE 3 ONLY, TOTAL \$3,098.99. REFERENCE QUOTE #Q-38864-Z.
 DEPT CONTACT: GEORGE GONZALES 858-974-2600
 VENDOR CONTACT: BRYAN CARROLL 201-848-8552

ORDER ITEMS:

Line: 3

Quantity: 3098.99 UOM: DOLLAR Unit Price: 1.00 Total Line Price: \$ 3,098.99
 UNSPSC: 811122.0000 Item #: Taxable: NO TAX (including Tax)

Description:
 UFED TOUCH ULTIMATE SOFTWARE RENEWAL - 1 YEAR.ITEM #SWUFULT-1.TERM: 11/14/14-11/15/15.SERIAL #5911688.DONGLE #378307023.DETENTIONS INVESTIGATIONS UNIT (DIU). REQ 102329.

Ship to: SHERIFF DEPARTMENT Ship Quantity: 3098.99
 DETENTIONS INVESTIGATIONS UNIT Delivery Date: 17-NOV-14
 9621 RIDGEHAVEN COURT
 SAN DIEGO, CA 92123

TOTAL P.O. PRICE (including Tax) XXXX\$XXX2,098.99

ADDITIONAL INFORMATION :

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY VENDOR PROPOSAL OR VENDOR PURCHASE DOCUMENT, IN THE EVENT THERE IS A CONFLICT BETWEEN THE COUNTY'S AND THE VENDOR'S TERMS AND CONDITIONS, THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE ORDER SHALL GOVERN THE PARTIES RELATIONSHIP.

END OF ORDER

FILE COPY

COUNTY OF SAN DIEGO
STANDARD TERMS AND CONDITIONS OF PURCHASE

Acceptance: By acceptance of this purchase order, Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgement or other form used by Vendor shall not add to, amend, or modify these terms and conditions.

Affirmative Action. If applicable, Vendor shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (Commencing at Section 84) of the San Diego County Administration Code which program is incorporated herein by reference. A copy of this affirmative action program will be furnished upon request.

Assignment. This order is assignable by County. Except as to any payment due hereunder, this order is not assignable by Vendor without written approval of County.

Audit Right. Pursuant to California Government Code Section 8546.7, the parties acknowledge that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.

Cash Discounts. In connection with any cash discount specified on this order, the discount will be computed from the later of the date of (i) complete delivery of the goods and/or services as specified, or (ii) receipt of correct invoices. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the County warrant or check.

Changes. County shall recognize no change to this order by Vendor without written approval.

Compliance With Laws. Vendor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the good and/or services to be provided hereunder. Vendor's failure to comply with any applicable regulations shall constitute a material breach of this purchase order.

Governing Law. This contract shall be construed and interpreted according to the laws of the State of California.

Delivery. Unless otherwise specified in writing in this order, all shipments will be made to F.O.B. point of destination. Freight or handling charges are not billable unless otherwise specified on this order. Transportation receipts, if allowed by order, must accompany invoice.

Food Products.

A. Package. Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act of the California Business and Professions Code Section 12601-12615.5.

B. Compliance. Vendor hereby guarantees that the product or products comprising each shipment made by Vendor to County, as of the date of delivery, is not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug, and Cosmetic Act, as amended, or within the meaning of applicable U.S. State Laws or Municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the U.S. Act. Distressed food commodities that are reconditioned, relabeled and/or re-cased are not acceptable.

Force Majeure. Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, riot, order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond the reasonable control (financial inability excepted) and which it could not have prevented by reasonable precautions, and, such non-performance shall not be a default hereunder or a ground for termination hereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this order.

Formal Bids. In the event this purchase order results from a formal bid, terms and conditions of that bid are incorporated herein and form a part of this purchase order. In the event of any conflict or inconsistency between the terms of this purchase order and the terms of a formal bid, the terms of the formal bid shall prevail.

13. Hazardous Materials. If the product being supplied presents a physical or health hazard as defined in Title 8 of the California Code of Regulations, Section 5194, or if the product contains one or more of the substances listed on the "List of Hazardous Substances" prepared by the Director of the California Industrial Relations Department pursuant to Labor Code Section 6380, the Vendor shall forward a "Material Safety Data Sheet", pursuant to Cal/OSHA requirements, referencing this purchase order/sub order number with the product shipment.

14. Timeliness. Time is of the essence and this purchase order is subject to termination for failure to deliver on time.

15. Indemnity. County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanic's liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.

16. Patent Indemnity. Vendor warrants and agrees that it shall defend, indemnify, and hold County harmless, at Vendor's expense, against any claim, suit, or proceeding brought against County insofar as it is based on a claim of infringement of any patent, copyright, trademark, or trade secret of a third party and will pay any costs or damages in connection therewith, including attorney's fees, arising out of this order.

17. Sales and Use Tax. On invoices, Vendor shall show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use tax. Vendor shall deduct cash discount before computing Sales or Use Tax.

18. Termination For Cause - Cancellation. The County may, by written notice of default to the Vendor, terminate this order in whole or in part, should the Vendor fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

18.1 If, after notice of termination of this order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Clause 19, Termination For Convenience.

19. Termination For Convenience. The County may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata order price for any delivered and accepted portion of the order. In no event shall the County be liable for any loss of profits on the order or portion thereof so terminated.

20. Warranty. Vendor agrees that any goods and/or services furnished under this order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other provision of this order or by any applicable Uniform Commercial Code warranties.

21. Disallowance. In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

Cellebrite USA, Inc.
 7 Campus Drive
 Suite 210
 Parsippany, NJ 07054

Quote

Quote Number:

Q-38864-Z

Quote Date:

10/28/2014

Tel: 201-848-8552
 Fax: 201-848-9982
 Tax ID#: 22-3770059

Quote to:

San Diego County Sheriff's Department
 9620 chesapeake Dr.
 Suite 100 D
 San Diego, CA 92123

Contact: Michelle Gillies

Phone #: 858 565 3500

Quote Ship to:

San Diego County Sheriff's Department
 9620 chesapeake Dr.
 Suite 100 D
 San Diego, CA 92123

Customer ID	Good Thru	Payment Terms	Sales Rep	
SANDIEGOCOUNTYS-1425	11/14/2014	Net 30	Bryan Carroll	
Quantity	Item	Description	List Price	Ext. Price
1	SWUFULT-1	UFED Touch Ultimate Software Renewal - 1 Year	\$3,098.99	\$3,098.99
		Serial Number 5911688		
		Dongle 378307023		

Please include the following information on your PO for Cellebrite UFED purchase:
 • Please include the ORIGINAL QUOTE NUMBER (For example - M777) on your PO
 • CONTACT NAME & NUMBER of individual purchasing and bill to address
 • E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

Terms and conditions:

- Payment terms: Net 30 ; 1.5% per month interest on late payment
- Shipping: FCA, Parsippany, NJ, USA ; Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- 12 months software support included in initial purchase. The next support period purchased begins immediately at the end of the 12 months, i.e., no gaps in support period are allowed.
- Complete Terms and conditions of sale available upon request (or available at: <http://www.cellebrite.com/us/tc>)

Subtotal:	\$3,098.99
S&H Amount:	
Sales Tax:	\$0.00
Total:	\$3,098.99



County of San Diego
 Department of Purchasing & Contracting
 5560 Overland Ave, Ste 270
 San Diego, CA 92123-1204
 PH: (858) 505-6367 FAX: (858) 715-6452

PURCHASE ORDER

P.O. Number-Rev: 553529 - 0
 P.O.Type: STANDARD
 Date: 11-MAY-16

Page : 1 of 2

Authorized By: SHEENA R SMITH
 FIGUEROA
 Phone No: (858) 505-6350

SUPPLIER:

CELLEBRITE USA CORP
 266 HARRISTOWN #105
 GLEN ROCK,NJ 07452

TERMS:

Payments: NET 30 DAYS
 F.O.B. DESTINATION
 Freight: PREPAID
 Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO:

SHERIFF'S DEPARTMENT
 ATTN: PAYABLES & SUPPLY UNIT
 9621 RIDGEHAVEN CT
 SAN DIEGO,CA 92123

SHIP TO:

SHERIFF DEPARTMENT
 HOMICIDE DETAIL
 9621 RIDGEHAVEN CT 2ND FL
 SAN DIEGO,CA 92123

The P.O. Number must appear on all invoices and shipping documents. For out-of-State Invoices, the county will pay California Use Tax directly to the State of CA per Permit no. SR FH 25-632384. Prior to first payment, new suppliers must submit a completed IRS Form W-9 and a FTB Form 580. Failure to submit a completed FTB Form 580 will result in back up withholding on all payments per CA Revenue and Taxation Code section 18662. Submit both forms to Auditor & Controller via fax at (858) 694-2060 and mail originals to: County of San Diego, 5530 Overland Ave, Ste 410, San Diego, CA 92123

REQUIRED DELIVERY DATE:

NOTE TO THE SUPPLIER:

ORDER ITEMS:

Line: 1

Quantity: 2355.23 UOM: DOLLAR Unit Price: 1.00 Total Line Price: \$ 2,355.23
 UNSPSC: 461716.0000 Item #: Taxable: NO TAX (including Tax)

Description:
 UFED TOUCH ULTIMATE SW RENEWAL PRORATED STARTING FROM: APR 30, 2016 TO: JAN 31, 2017 SN:
 5908438 WITH CORRECT DONGLE #1412590266 FOR SHF HOMICIDE

Ship Quantity: 2355.23
 Delivery Date:

Line: 2

Quantity: 2634.14 UOM: DOLLAR Unit Price: 1.00 Total Line Price: \$ 2,634.14
 UNSPSC: 461716.0000 Item #: Taxable: NO TAX (including Tax)

Description:
 UFED TOUCH ULTIMATE SW RENEWAL PRORATED STARTING FROM: MAR 27, 2016 TO: JAN 31, 2017 SN:
 5908686 WITH CORRECT DONGLE #426517634 FOR SHF CID

Ship Quantity: 2634.14
 Delivery Date:

TOTAL P.O. PRICE (Including Tax): \$ 4,989.37

ADDITIONAL INFORMATION :

END OF ORDER

COUNTY OF SAN DIEGO
STANDARD TERMS AND CONDITIONS OF PURCHASE

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2. **Affirmative Action.** If applicable, Vendor shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (Commencing at Section 84) of the San Diego County Administration Code which program is incorporated herein by reference. A copy of this affirmative action program will be furnished upon request.
3. **Assignment.** This order is assignable by County. Except as to any payment due hereunder, this order is not assignable by Vendor without written approval of County.
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5. **Cash Discounts.** In connection with any cash discount specified on this order, time will be computed from the later of the date of (i) complete delivery of the goods and/or services as specified, or (ii) receipt of correct invoices. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the County warrant or check.
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7. **Compliance With Laws.** Vendor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the good and/or services to be provided hereunder. Vendor's failure to comply with any applicable Regulations shall constitute a material breach of this purchase order.
8. **Governing Law.** This contract shall be construed and interpreted according to the laws of the State of California.
9. **Delivery.** Unless otherwise specified in writing in this order, all shipments will be F.O.B. point of destination. Freight or handling charges are not billable unless referenced on this order. Transportation receipts, if allowed by order, must accompany invoice.
10. **Food Products.**
 - A. **Package.** Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act of the California Business and Professions Code Section 12601-12615.5.
 - B. **Compliance.** Vendor hereby guarantees that the product or products comprising each shipment made by Vendor to County, as of the date of delivery, is not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug, and Cosmetic Act, as amended, or within the meaning of applicable U.S. State Laws or Municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the U.S. Act. Distressed food commodities that are reconditioned, relabeled and/or re-cased are not acceptable.
11. **Force Majeure.** Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control (financial inability excepted) and which it could not have prevented by reasonable precautions, and, such non-performance shall not be a default hereunder or a ground for termination hereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this order.
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13. **Hazardous Materials.** If the product being supplied presents a physical or health hazard as defined in Title 8 of the California Code of Regulations, Section 5194, or if the product contains one or more of the substances listed on the "List of Hazardous Substances" prepared by the Director of the California Industrial Relations Department pursuant to Labor Code Section 6380, the Vendor shall forward a "Material Safety Data Sheet", pursuant to Cal/OSHA requirements, referencing this purchase order/sub order number with the product shipment.
14. **Timeliness.** Time is of the essence and this purchase order is subject to termination for failure to deliver on time.
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16. **Patent Indemnity.** Vendor warrants and agrees that it shall defend, indemnify, and hold County harmless, at Vendor's expense, against any claim, suit, or proceeding brought against County insofar as it is based on a claim of infringement of any patent, copyright, trademark, or trade secret of a third party and will pay any costs or damages in connection therewith, including attorney's fees, arising out of this order.
17. **Sales and Use Tax.** On invoices, Vendor shall show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use tax. Vendor shall deduct cash discount before computing Sales or Use Tax.
18. **Termination For Cause - Cancellation.** The County may, by written notice of default to the Vendor, terminate this order in whole or in part should the Vendor fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
- 18.1 If, after notice of termination of this order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Clause 19, Termination For Convenience.
19. **Termination For Convenience.** The County may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata order price for any delivered and accepted portion of the order. In no event shall the County be liable for any loss of profits on the order or portion thereof so terminated.
20. **Warranty.** Vendor agrees that any goods and/or services furnished under this order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other provision of this order or by any applicable Uniform Commercial Code warranties.
21. **Disallowance.** In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

COUNTY OF SAN DIEGO
PURCHASE ORDER CONTINUED

Page : 2 of 2

P.O. Number-Rev: 553529 - 0
P.O.Type: STANDARD
Date: 11-MAY-16

Authorized By: SHEENA R SMITH
FIGUEROA
Phone No: (858) 505-6350

COUNTY OF SAN DIEGO
STANDARD TERMS AND CONDITIONS OF PURCHASE

1. **Acceptance.** By acceptance of this purchase order, Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgement or other form used by Vendor shall not add to, amend, or modify these terms and conditions.
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County of San Diego
 Department of Purchasing & Contracting
 5560 Overland Ave, Ste 270
 San Diego, CA 92123-1204
 PH: (858) 505-6367 FAX: (858) 715-6452

PURCHASE ORDER CHANGE

(Do Not Duplicate Order)
 P.O.Number-Rev: 550999 - 6
 P.O.Type: STANDARD
 Date: 07-MAR-16

Page : 1 of 1

Authorized By: SHEENA R SMITH
 FIGUEROA
 Phone No: (858) 505-6350

SUPPLIER:

CELLEBRITE USA CORP
 7 CAMPUS DRIVE STE 210
 PARSIPPANY, NJ 07054

TERMS:

Payments: NET 30 DAYS
 F.O.B.: DESTINATION
 Freight: PREPAID
 Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO:

SHERIFF'S DEPARTMENT
 ATTN: PAYABLES & SUPPLY UNIT
 9621 RIDGEHAVEN CT
 SAN DIEGO, CA 92123

SHIP TO:

(See Order Items Below)

The P.O. Number must appear on all invoices and shipping documents. For out-of-State invoices, the county will pay California Use Tax directly to the State of CA per Permit no. SR FH 25-632384. Prior to first payment, new suppliers must submit a completed IRS Form W-9 and a FTB Form 590. Failure to submit a completed FTB Form 590 will result in back up withholding on all payments per CA Revenue and Taxation Code section 18062. Submit both forms to Auditor & Controller via fax at (858) 694-2060 and mail originals to: County of San Diego, 5530 Overland Ave, Ste 410, San Diego, CA 92123

REQUIRED DELIVERY DATE:

(See Order Items Below)

NOTE TO THE SUPPLIER:

ORDER ITEMS:

Line: 5

Quantity: 4679.47 UOM: DOLLAR Unit Price: 1.00 Total Line Price: \$ 4,679.47
 UNSPSC: 461716.0000 Item #: Taxable: (including Tax)

Description:
 Software renewal, SN: 5725763, 749860645

Ship to: SHERIFF DEPARTMENT
 HOMICIDE DETAIL
 9621 RIDGEHAVEN CT 2ND FL
 SAN DIEGO, CA 92123

Ship Quantity: 4679.47
 Delivery Date: 04-MAR-16

Line: 6

Quantity: 3284.93 UOM: DOLLAR Unit Price: 1.00 Total Line Price: \$ 3,284.93
 UNSPSC: 461716.0000 Item #: Taxable: (including Tax)

Description:
 Software renewal . SN5903737, 1593894496

Ship to: SHERIFF/CONTRACT CITIES
 SANTEE STATION
 8811 CUYAMACA ST
 SANTEE, CA 92071

Ship Quantity: 3284.93
 Delivery Date: 04-MAR-16

TOTAL P.O. PRICE (Including Tax): \$ 7,964.40

ADDITIONAL INFORMATION :

END OF ORDER

COUNTY OF SAN DIEGO
STANDARD TERMS AND CONDITIONS OF PURCHASE

1. **Acceptance.** By acceptance of this purchase order, Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgement or other form used by Vendor shall not add to, amend, or modify these terms and conditions.
2. **Affirmative Action.** If applicable, Vendor shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (Commencing at Section 84) of the San Diego County Administration Code which program is incorporated herein by reference. A copy of this affirmative action program will be furnished upon request.
3. **Assignment.** This order is assignable by County. Except as to any payment due hereunder, this order is not assignable by Vendor without written approval of County.
4. **Audit Right.** Pursuant to California Government Code Section 8546.7, the parties acknowledge that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.
5. **Cash Discounts.** In connection with any cash discount specified on this order, time will be computed from the later of the date of (i) complete delivery of the goods and/or services as specified, or (ii) receipt of correct invoices. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the County warrant or check.
6. **Changes.** County shall recognize no change to this order by Vendor without written approval.
7. **Compliance With Laws.** Vendor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the good and/or services to be provided hereunder. Vendor's failure to comply with any applicable Regulations shall constitute a material breach of this purchase order.
8. **Governing Law.** This contract shall be construed and interpreted according to the laws of the State of California.
9. **Delivery.** Unless otherwise specified in writing in this order, all shipments will be F.O.B. point of destination. Freight or handling charges are not billable unless referenced on this order. Transportation receipts, if allowed by order, must accompany invoice.
10. **Food Products.**
 - A. **Package.** Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act of the California Business and Professions Code Section 12601-12615.5.
 - B. **Compliance.** Vendor hereby guarantees that the product or products comprising each shipment made by Vendor to County, as of the date of delivery, is not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug, and Cosmetic Act, as amended, or within the meaning of applicable U.S. State Laws or Municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the U.S. Act. Distressed food commodities that are reconditioned, relabeled and/or re-cased are not acceptable.
11. **Force Majeure.** Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control (financial inability excepted) and which it could not have prevented by reasonable precautions, and, such non-performance shall not be a default hereunder or a ground for termination hereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this order.
12. **Formal Bids.** In the event this purchase order results from a formal bid, terms and conditions of that bid are incorporated herein and form a part of this purchase order. In the event of any conflict or inconsistency between the terms of this purchase order and the terms of a formal bid, the terms of the formal bid shall control.
13. **Hazardous Materials.** If the product being supplied presents a physical or health hazard as defined in Title 8 of the California Code of Regulations, Section 5194, or if the product contains one or more of the substances listed on the "List of Hazardous Substances" prepared by the Director of the California Industrial Relations Department pursuant to Labor Code Section 6380, the Vendor shall forward a "Material Safety Data Sheet", pursuant to Cal/OSHA requirements, referencing this purchase order/sub order number with the product shipment.
14. **Timeliness.** Time is of the essence and this purchase order is subject to termination for failure to deliver on time.
15. **Indemnity.** County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanic's liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.
16. **Patent Indemnity.** Vendor warrants and agrees that it shall defend, indemnify, and hold County harmless, at Vendor's expense, against any claim, suit, or proceeding brought against County insofar as it is based on a claim of infringement of any patent, copyright, trademark, or trade secret of a third party and will pay any costs or damages in connection therewith, including attorney's fees, arising out of this order.
17. **Sales and Use Tax.** On invoices, Vendor shall show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use tax. Vendor shall deduct cash discount before computing Sales or Use Tax.
18. **Termination For Cause - Cancellation.** The County may, by written notice of default to the Vendor, terminate this order in whole or in part, should the Vendor fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
- 18.1 If, after notice of termination of this order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Clause 19, Termination For Convenience.
19. **Termination For Convenience.** The County may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata order price for any delivered and accepted portion of the order. In no event shall the County be liable for any loss of profits on the order or portion thereof so terminated.
20. **Warranty.** Vendor agrees that any goods and/or services furnished under this order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other provision of this order or by any applicable Uniform Commercial Code warranties.
21. **Disallowance.** In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.



County of San Diego
 Department of Purchasing & Contracting
 5560 Overland Ave, Ste 270
 San Diego, CA 92123-1204
 PH: (858) 505-6367 FAX: (858) 715-6452

PURCHASE ORDER CHANGE

(Do Not Duplicate Order)
 P.O.Number-Rev: 550999 - 1
 P.O.Type: STANDARD
 Date: 04-AUG-15

Authorized By: MARK COOPER
Phone No: (858) 505-6343

SUPPLIER:
 CELLEBRITE USA CORP
 7 CAMPUS DRIVE STE 210
 PARSIPPANY, NJ 07054

TERMS:
Payments: NET 30 DAYS
F.O.B.: DESTINATION
Freight: PREPAID
Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO:
 SHERIFF'S DEPARTMENT
 ATTN: PAYABLES & SUPPLY UNIT
 9621 RIDGEHAVEN CT
 SAN DIEGO, CA 92123

SHIP TO:
 SHERIFF DEPARTMENT
 HOMICIDE DETAIL
 9621 RIDGEHAVEN CT 2ND FL
 SAN DIEGO, CA 92123

The P.O. Number must appear on all invoices and shipping documents. For out-of-State Invoices, the county will pay California Use Tax directly to the State of CA per Permit no. SR FH 25-632384. Prior to first payment, new suppliers must submit a completed IRS Form W-9 and a FTB Form 590. Failure to submit a completed FTB Form 590 will result in back up withholding on all payments per CA Revenue and Taxation Code section 18562. Submit both forms to Auditor & Controller via fax at (858) 694-2060 and mail originals to: County of San Diego, 5530 Overland Ave, Ste 410, San Diego, CA 92123

REQUIRED DELIVERY DATE:
 (See Order Items Below)

NOTE TO THE SUPPLIER:

ORDER ITEMS:

Line: 3

Quantity: 1	UOM: EACH	Unit Price: 15.00	Total Line Price: \$ 15.00
UNSPSC: 781415.0000	Item #:	Taxable: NO TAX	(including Tax)
Description: shipping			
			Ship Quantity: 1
			Delivery Date: 07-AUG-15

Line: 4

Quantity: 1	UOM: EACH	Unit Price: 149.00	Total Line Price: \$ 162.41
UNSPSC: 461716.3700	Item #:	Taxable: USE TAX - NC	(including Tax)
Description: FOREN-CAMERA-NEW, UFED Camera			
			Ship Quantity: 1
			Delivery Date: 07-AUG-15

TOTAL P.O. PRICE (Including Tax): \$ 12,126.53

ADDITIONAL INFORMATION :

END OF ORDER

COUNTY OF SAN DIEGO
STANDARD TERMS AND CONDITIONS OF PURCHASE

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2. **Affirmative Action.** If applicable, Vendor shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (Commencing at Section 84) of the San Diego County Administration Code which program is incorporated herein by reference. A copy of this affirmative action program will be furnished upon request.
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11. **Force Majeure.** Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control (financial inability excepted) and which it could not have prevented by reasonable precautions, and, such non-performance shall not be a default hereunder or a ground for termination hereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this order.
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16. **Patent Indemnity.** Vendor warrants and agrees that it shall defend, indemnify, and hold County harmless, at Vendor's expense, against any claim, suit, or proceeding brought against County insofar as it is based on a claim of infringement of any patent, copyright, trademark, or trade secret of a third party and will pay any costs or damages in connection therewith, including attorney's fees, arising out of this order.
17. **Sales and Use Tax.** On invoices, Vendor shall show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use tax. Vendor shall deduct cash discount before computing Sales or Use Tax.
18. **Termination For Cause - Cancellation.** The County may, by written notice of default to the Vendor, terminate this order in whole or in part, should the Vendor fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
- 18.1 If, after notice of termination of this order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Clause 19, Termination For Convenience.
19. **Termination For Convenience.** The County may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata order price for any delivered and accepted portion of the order. In no event shall the County be liable for any loss of profits on the order or portion thereof so terminated.
20. **Warranty.** Vendor agrees that any goods and/or services furnished under this order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other provision of this order or by any applicable Uniform Commercial Code warranties.
21. **Disallowance.** In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

J. Berra

2016/08/16 PM03:20 17s



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

August 1, 2016

TO: John M. Pellegrino, Director
Purchasing and Contracting Department

FROM: Michael Barnett, Assistant Sheriff
Law Enforcement Services Bureau

Control Number:	7014
Date Rec'd by DPC:	8-16-16
Approved:	<input checked="" type="checkbox"/> Single/Sole Source <input type="checkbox"/> DVBE <input type="checkbox"/> Other A-67 <input checked="" type="checkbox"/> Ratification <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
JOHN M. PELLEGRINO, Director	DATE
Department of Purchasing and Contracting	8/16/16
Single/Sole Source Over \$50,000 Requires DCAO Approval	
Approved:	<input type="checkbox"/> CSG A6 <input type="checkbox"/> FG3 A5 <input checked="" type="checkbox"/> HHSA P501 <input type="checkbox"/> LUEG A6 <input type="checkbox"/> PSG A65 <input type="checkbox"/> Yes <input type="checkbox"/> No
DCAO Signature	DATE
	Return to DPC at MS: O-32

0-41 EB 8-18-16

Ratification Request for Payment of \$11,178.15 to Cellebrite Inc. for Software Support Renewal (Requisition 112340)

This is a request to ratify payment to Cellebrite Inc. for their invoices (#115418, #160531, #160533 and #160535) totaling \$11,178.15 for the renewal of software support for four forensic extraction devices purchased through BPA 544064. The renewal period being ratified is for 10 months from August 1, 2015 through May 31, 2016.

BPA 544064 was replaced with PO 550999 on April 21, 2015, which was done to consolidate all of the devices in use throughout the department so they all would have the same expiration date and would be easily located on a single PO. This consolidation was done in an effort to prevent ratifications; however, these renewals were missed during the consolidation. The responsible staff mistakenly assumed the software support for the four referenced devices was also renewed through the new PO 550999. Therefore, because a release was never created against the BPA and these renewals were not processed, this ratification is necessary for the Department of Purchasing and Contracting to add the renewals to the new PO after the fact.

Sheriff's Contracts has informed the responsible staff that they must check the status on a BPA, or request a PO, before placing any order. They were also reminded that Ratifications are not routine but are a rare exception that requires the approvals from the entire chain of our Command which should be avoided whenever possible.

Fair and reasonable pricing has been established on PO 550999 which shows other governments paying the same or higher than the County for the same software renewals on the same forensic extraction devices.

Please accept and approve this ratification request and make payment to the vendor. We appreciate your efforts in this matter and apologize for the inconvenience.

WILLIAM D. GORE, SHERIFF

Michael Barnett, Assistant Sheriff
Law Enforcement Services Bureau

J.K.



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

August 1, 2013

TO: Ron Lane, Deputy Chief Administration Officer
Public Safety Group

VIA: Jack Pellegrino, Director
Office of Purchasing and Contracting

FROM: William D. Gore, Sheriff
Sheriff's Department

Control No.:	5893
Date P&C Rec'd:	8-12-2013
Date P&C Approved:	8-12-2013
P&C Approval by:	On Kelly
Date to DCAO (A6):	
P&C Comment:	(<input type="checkbox"/> See Attached)
Date DCAO Approved:	
DCAO Approval by:	8/13/2013
DCAO Comment:	(<input type="checkbox"/> See Attached)
Date Returned to P&C (O32):	
ed To	

REQUEST FOR EXCEPTION TO COMPETITIVE PROCUREMENT UNDER BOARD POLICY A-87 FOR REQUISITION (95229)

In accordance with Board Policy A-87, "Competitive Procurement," this is a request for approval to increase spending authority of a sole source purchase agreement (BPA 544064) for Universal Forensic Extraction Devices (UFED), Licensing, Software Upgrades, Extended Warranties and Accessories from Cellebrite USA, Corp.

1. ITEMS OR SERVICES TO BE PROCURED

The items to be procured are Cellebrite Universal Forensic Extraction Devices (UFED) and the "Rugged" and "Ultimate" UFED, cell phone data extraction kits, with Licensing, Software Upgrades and Warranties and Accessories from Cellebrite USA, Corp.

2. WHAT ITEMS WILL DO FOR THE COUNTY

The CelleBrite Universal Forensic Extraction Device (UFED), and the Rugged Ultimate are stand-alone, mobile forensics device that can be used either in the field or in the lab. The UFED can perform both logical and physical data extraction, including recovery of deleted messages and content and transfers the data into reports for evidence research which is used in solving crimes.

The Cellebrite's UFED is able to extract and analyse vital data for immediate use, such as, phonebooks, pictures, videos, text messages, call logs, ESN and IMEI from more than 3000 handset models, including smartphones and GPS devices.

Cell phones data retrieval is becoming paramount to the investigative process, and in many instances has become the key prosecutorial evidence in successfully prosecuted cases.

3. SPECIFIC EXCEPTION; i.e., SOLE SOURCE OR COMPATIBILITY/REASON FOR SOLE SOURCE

This request is to increase the annual spending authority to \$100,000 per year, over the remaining period of the current purchasing agreement (BPA 544064), ending in February

The procurement of the CelleBrite Universal Forensic Extraction Devices (UFED) meets the Board Policy 3.0, Absolute Compatibility. This device is currently in use by the District Attorney's Office, the FBI Regional Computer Forensics Lab, the Law Enforcement Coordination Center, Sheriff's Central Investigation Division, North and East County Gang Task Forces. Future units to receive this equipment are the Narcotics Task Force and the HIDTA teams and to station with elevated crime rates.

The procurement of the device will continue the standardization of equipment used in investigations and reconstruction of crime elements. Standardization offers the uniformity necessary for ease of training, enhances safety and inter-operational use within the Sheriff's department and other law enforcement agencies.

4. COST

This request is to increase the annual spending authority to \$100,000 per year, over the remaining period of the current purchasing agreement (BPA 544064), ending in February 2016.

Funds for this request are contained within the Sheriff's Fiscal Year 2013-2014 Operational Plan.

Your approval of this sole source procurement request will be appreciated. If you have any questions, please contact George Gonzales, Contract Analyst at 858-974-2600.



WILLIAM D. GORE, SHERIFF

WDG/alg

Sheena Figueroa

SD ONLY PURCH 1/31/13 08 AM 09:10



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

January 29, 2013

To: Winston F. McColl, Director
Purchasing and Contracting (O-32)

From: William D. Gore, Sheriff (O-41)

Control No.:	5756
Date P&C Rec'd:	2-8-13
Date P&C Approved:	2/11/13
P&C Approval by:	<i>[Signature]</i>
P&C Comment:	<input type="checkbox"/> See Attached
Assigned To:	

REQUEST FOR EXCEPTION TO COMPETITIVE PROCUREMENT UNDER BOARD POLICY A-87 (REQUISITION 91465)

In accordance with Board Policy A-87, 3 C, "Competitive Procurement," this is a request for approval of a three-year (3) sole source agreement for CelleBrite Universal Forensic Extraction Devices (cell phone data extraction kit), accessories, annual licensing and warranty from CelleBrite USA, Corporation.

1. ITEMS OR SERVICES TO BE PROCURED

The items to be procured are CelleBrite Universal Forensic Extraction Devices (UFED) cell phone data extraction kits in different configurations, accessories, annual licensing and warranty.

2. WHAT ITEMS WILL DO FOR THE COUNTY

Cell phones data retrieval is becoming paramount to the investigative process; it is developing into key prosecutorial evidence in many cases. The CelleBrite Universal Forensic Extraction Device (UFED) is a stand-alone, mobile forensics device that can be used either in the field or at the lab. It can perform both logical and physical data extraction, including recovery of deleted messages and content and efficiently and effectively transfers it into reports for research and evidence used in solving crimes. It is able to extract and analyze data from more than 3000 handset models, including smartphones and GPS devices. The Cellebrite's UFED can extract vital data such as phonebooks, pictures, videos, text messages, call logs, ESN and IMEI information for immediate use.

3. SPECIFIC EXCEPTION; i.e., SOLE SOURCE OR COMPATIBILITY/ REASON FOR SOLE SOURCE

The procurement of the CelleBrite Universal Forensic Extraction Device (UFED) meets Board Policy A-87, 3 C, Absolute Compatibility. This device is currently in use by the District Attorney's Office and the Sheriff Department's North and East County Gang Task Forces, the Regional Computer Forensic Laboratory and the High Intensity Drug Trafficking Boarder Crime

Suppression Team. Future units to receive this equipment are the Narcotics Task Force area teams. The procurement of the device will continue the standardization of equipment used in investigations and reconstruction of crime elements. Standardization offers the uniformity necessary for ease of training, enhances safety and inter-operational use within the department.

CelleBrite USA Corp is the sole developer and providers of the UFED Universal Forensic System and has no other distributors.

4. COST

The cost of the three-year agreement for devices, accessories, annual licensing and warranty charges are not to exceed \$50,000 in total. A fair and reasonable price was determined from past purchases of the device accessories, annual licensing and warranty. Funds for this request are contained within the Sheriff's Fiscal Year 2012 - 2013 Operational Plan.

Your approval of this sole source procurement request will be appreciated. If you have any questions, please contact George Gonzales, Contracts Division at (858) 974-2600.



William D. Gore, Sheriff

Cellebrite Inc.
 7 Campus Drive
 Suite 210
 Parsippany, NJ 07054
 USA



Quote

Tel. +1 201 848 8552
 Fax. +1 201 848 9982
 Tax ID#: 22-3770059

Quote #:
 CB-23321
 Quote Date:
 Feb 15, 2016

Bill To: San Diego Sheriff's Department
 P.O. Box 420430
 San Diego, California, 92142
 United States
Contact: George Gonzalez
Phone #: 619-980-6473

Ship To: San Diego Sheriff's Department
 9621 Ridgehaven Ct
 San Diego, CA, 92123
 United States
Contact: George Gonzalez
Phone #:

Customer ID	Good Thru	Payment Terms	Sales Rep
SF-00039123	Mar 16, 2016	Net 30	Bryan Carroll

Qty	Item Code	Description	Price
1	A-SOW-07-023	UFED Touch Ultimate 18 month SW renewal SN: 5725763 749860645	\$4,679.47
1	A-SOW-07-023	UFED Touch Ultimate 12 month SW renewal SN: 5903737 1593894496	\$3,284.93

Subtotal:	\$7,964.4
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Shipping & Handling:	\$ 0
Sales Tax (0.0%*):	\$0
Total:	\$7,964.4

Comments:

***SALES TAX DISCLAIMER:** Cellebrite, Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - M777) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

Terms and conditions:

- Payment terms: Net 30; 1.5% per month interest on late payment
- Shipping: FCA, Parsippany, NJ, USA : Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- 12 months software support included in initial purchase. The next support period purchased begins immediately at the end of the 12 months, i.e., no gaps in support period are allowed.
- Complete Terms and conditions of sale available upon request (or available at: <http://lang.cellebrite.com/us/tc>).

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



FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
04/02/12

SUBJECT: Approval of a Multi-Year Sole Source Purchase Award to Cellebrite U.S.A. to Provide the Sheriff's Department Universal Forensic Cell Phone Extraction Devices and Service Support

RECOMMENDED MOTION: Move that the Board of Supervisors authorize the Purchasing Agent to purchase Universal Forensic Cell Phone Extraction Devices (UFED) with software licenses and service support from Cellebrite U.S.A. for a cost not exceed \$75,000 annually until June 30, 2018, without obtaining competitive bids in accordance with Ordinance 459.4.

(Continued on Page 2)

RCIT
Kevin K Crawford CIO
Departmental Concurrence

Purchasing: Mark Seltzer, Assistant Director

Will Taylor
Stanley L. Sniff Jr., Sheriff-Coroner-PA
Will Taylor, Director of Administration

FINANCIAL DATA	Current F.Y. Total Cost:	\$65,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$65,000	Budget Adjustment:	No
	Annual Net County Cost:	\$75,000	For Fiscal Year:	FY 2012-13

SOURCE OF FUNDS: Departmental Budget BR 13-076	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: *Elizabeth J. Olson*
Elizabeth J. Olson

Consent - Policy
 Consent - Policy
 Consent - Policy
 Consent - Policy

APR 10 2012 6:28 AM
COUNTY OF RIVERSIDE

3-20

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

BOARD OF SUPERVISORS

FORM 11: Approval of a Sole Source Purchase of Forensic Cell Phone Extraction Devices from Cellebrite U.S.A.

BR 13-076

Page 2

BACKGROUND: On April 17, 2012 (3.14), the Board approved the sole source purchase of seven universal forensic cell phone extraction devices from Cellebrite U.S.A. Forensic cell phone extraction devices, as the name implies, recover, decode and analyze digital evidence from mobile phones or any device that has both internal memory and communication ability. Acknowledging Cellebrite's continued superior device performance and price reasonableness over the last year, and the Sheriff's fast expanding use of the extractors in every sector of Patrol, the department is requesting a five-year annual expense authorization of \$75,000 with this firm.

Last year, the Sheriff's Department detailed to the Board Cellebrite's superiority over its two main rivals: Susteen and Logicube. Currently, Cellebrite continues to lead in its accessibility to handset source codes. Its UFED's automatically extract data from over 4,000 different cell phones, including CDMA phones (ones that run on Sprint and Verizon), GSM phones (AT&T & most international carriers), iOS (iPhone, iPad, etc) devices, and Android devices were recently added. Susteen advertises access to over 4,000 phones; however their website listing shows only 3,014 phones. Currently, they lack the capabilities of full extraction, which varies from devices and carriers. Logicube advertises access to over 2,000 phones, but access to the tablet and ipad devices are currently not available.

In addition to cell phones, Cellebrite is also capable of extracting, decrypting, and decoding GPS Navigation devices. Although Logicube can also extract GPS devices, they are limited to extracting data from fourteen different GPS devices. Susteen currently does not offer any extraction capabilities on GPS devices, as they are still working on adding this feature. Cellebrite lists over one hundred GPS devices that they are capable of extracting information from, which include TomTom and Garmin. Cellebrite's UFED extracts data from GPS devices on locations, dates, time, and routes of all movements, geotags, and even deleted data.

Cellebrite also offers a "ruggedized" version which will endure the rigors of field use while offering the same functionality. Additionally, the ruggedized version carries 5 SIM ID Cloning cards rather than the traditional 3, as well as 5 Micro SIM ID Cloning cards. Ruggedized versions also include a UFED phone charger, hardened carrying case, UFED Forensic memory card reader, faraday bag, case embedded work surface, UFED Touch screen cover, and a UFED External Hard Drive.

Price Reasonableness: Cellebrite is offering the County the same discount offered state and local government and law enforcement agencies.

Previously, the Department purchased the Cellebrite "Classical" version device, and has acquired 10 of the devices since 2008. Cellebrite now manufactures the UFED Touch Logical extraction device and the UFED Touch Ultimate device. To upgrade the Classical version to function like the UFED Touch Logical version, the Physical/Ultimate Add-On Module has to be purchased. This device upgrade costs \$3,999. It must be noted that Cellebrite has announced it will be phasing out the Classical version within the next three years.

Cellebrite is offering the UFED Touch Logical for \$6,000, and this price includes

BOARD OF SUPERVISORS

FORM 11: Approval of a Sole Source Purchase of Forensic Cell Phone Extraction Devices from Cellebrite U.S.A.

BR 13-076

Page 3

the first year Logical software updates, live tech support, and new cables. The Ruggedized UFED Logical version costs \$7,999. This amount also includes the first year of Logical software updates, live tech support, and new cables. Subsequently, the yearly service update for both versions will cost \$999.99 per year. The vendor has maintained the same Logical software update cost since 2008.

The cost of the UFED Ultimate is \$9,499, and this amount includes a \$500 discount given to law enforcement agencies and the first year of Logical software updates, live tech support, and cables. The Ruggedized UFED Ultimate version costs \$11,499. This amount also includes a \$500 discount and the first year and law enforcement discount included as well, and the first year of Logical software updates, live tech support, and cables. Subsequently, the yearly service update for both versions will cost \$ 2,999 per year.

Date: March 20, 2013

From: Will Taylor, Finance Director Department/Agency: Sheriff's Department

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement; Request to purchase cell phone extraction devices, service updates and annual service agreement.

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.

1. **Supply/Service being requested:** Request to purchase Universal Forensic Cell Phone Extraction Devices (UFED), update services, and the annual services agreement for all devices.
 - Service Updates to the Classical UFED
 - UFED Touch Logical and Ruggedized version
 - UFED Touch Ultimate and Ruggedized version
2. **Supplier being requested:** Cellebrite USA, Corp.
3. **Alternative suppliers that can or might be able to provide supply/service:** Other similar products on the market are Susteen's Secure View 3, and Logicube CellIDEK. Both competitors provide a fraction of the service, but not all of the services/features of the Cellebrite device, or as many contracts with other cell phone carriers as Cellebrite.

Contracts with cell phone carriers are essential because they allow Cellebrite access to proprietary information each carrier uses in their phones. Having this information is equivalent to having a key that unlocks the technology applicable to each phone/device, which results in a more expeditious and thorough collection of information. Cellebrite is usually up to date with all the new phone devices currently out in the market.

In addition, the Sheriff's Department has also purchased and used the Secure View and CellIDEK devices. The Secure View and CellIDEK devices do not support as many different types of cell phones as Cellebrite's product. The Sheriff's Department has also experienced downtime with the CellIDEK device, and has had to return the device to the manufacturer for repairs on several occasions. The department has also experienced breakage problems with the Susteen product. These issues are an inconvenience, which limits the ability to capture real time data and keep up with a case load. These device manufacturers do not have the ability to access and update software with the cell phone companies as they do not have exclusive contracts with the carriers. Finally, Cellebrite provides monthly software updates that allow the department to remain current with technology.

4. **Extent of market search conducted:** Information on extraction device utility and durability was provided by computer forensic investigative personnel who have utilized the Secure View, CellIDEK and Cellebrite devices to conduct forensic analysis. In a head-to-head comparison of all three devices used by the Sheriff's Department, the Cellebrite device provided the most hits,

SS-SHERIFF-Cellebrite, Page 2

and the most accurate information. Department staff has recently contacted Susteen and Logicube to inquire about their newest devices and determined that their devices still do not provide the same features as Cellebrite.

- 5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** Cellebrite's UFED Ultimate supports all cell phone platforms and is compatible with any mobile carrier. It has the capability of extracting information from phone applications such as social networks, phone applications, and GPS applications such as the Garmin.

Cellebrite has access to source codes as well as handsets before retail launch. The UFED automatically extracts data from over 4,000 different cell phones, including CDMA phones (ones that run on Sprint and Verizon), GSM phones (AT&T & most international carriers), iOS (iPhone, iPad, etc) devices, and Android devices were recently added. Susteen advertises access to over 4,000 phones; however their website listing shows only 3,014 phones. Currently, they lack the capabilities of full extraction, which varies from devices and carriers. Logicube advertises access to over 2,000 phones, but access to the tablet and ipad devices are currently not available.

In addition to cell phones, Cellebrite is also capable of decrypting and decoding TomTom navigations and follow locations, dates, time, and routes of all movements while the device has been on. Cellebrite's UFED also extracts data from GPS devices including fixes, favorite locations, geotags, and even deleted data. Cellebrite also offers a "ruggedized" version which will endure the rigors of field use while offering the same functionality. Additionally, the ruggedized version carries 5 SIM ID Cloning cards rather than the traditional 3 as well as 5 Micro SIM ID Cloning cards. Ruggedized versions also include a UFED phone charger, Rugged carrying case, UFED Forensic memory card reader, faraday bag, case embedded work surface, UFED Touch screen cover, and a UFED External Hard Drive.

- 6. Reasons why my department requires these unique features and what benefit will accrue to the county:** This is an ideal solution for the Sheriff's Department as the equipment can be utilized on or off-site for cell phone analysis. The compatibility with most cell phones is unparalleled which allows for thorough examinations.

The Sheriff's CATCH Unit has a device, but the demand for its use is high and cases are turned away or suffer lengthy waits because of the lack of resources. The Cellebrite system is portable, handheld, and has the ability to extract data in real time and can be self-powered by internal rechargeable battery, 12 volt vehicle power, or 15 volt AC power. This makes it convenient for the Sheriff's Department to conduct on-site forensic analysis on cell phones. Many, if not most, of the investigations involve cell phones, and smart phones (hand held computers), that require recovery of the evidence contained on them. Without a Cellebrite extraction device, the Sheriff's Department would not be able to collect valuable evidence. Cellebrite will improve the ability to support stations and agencies to gather essential evidence to use in trials. Furthermore, many victims have digital evidence on their mobile device and smart phones, and with this equipment the department will be able to recover and use it for a successful prosecution.

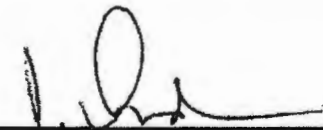
Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier: Cellebrite is offering the County the same discount offered state and local government and law enforcement agencies.

Cellebrite is offering the UFED Touch Logical for \$6,000, and this price includes the first year Logical software updates, live tech support, and new cables. The Ruggedized UFED Logical version costs \$7,999. This amount also includes the first year of Logical software updates, live tech support, and new cables. Subsequently, the yearly service update for both versions will cost \$999.99 per year. The vendor has maintained the same Logical software update cost since 2008.

Previously, the Department purchased the Cellebrite Classical version. Since 2008, we have purchased 10 of the devices. To upgrade the Classical version to function like the UFED Touch Logical, the Physical/Ultimate Add-On Module has to be purchased at a cost of \$3,999. Cellebrite has announced it will be phasing out the Classical version within the next three years. However, the \$6,000 purchase price of the Touch Logical version makes it a smarter purchase, since the total cost of the Classical with the Add-On module is approximately \$2,400 than that of the Touch Logical.

The cost of the UFED Ultimate device is \$9,499, and this amount includes a \$500 discount given to law enforcement agencies and the first year of Logical software updates, live tech support, and cables. The Ruggedized UFED Ultimate version costs \$11,499. This amount also includes a \$500 discount and the first year and law enforcement discount included as well, and the first year of Logical software updates, live tech support, and cables. Subsequently, the yearly service update for both versions will cost \$ 2,999 per year.

7. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).** Yes. The department will utilize the firm for product maintenance and software updates.
8. **Period of Performance:** The Department requests a five-year agreement, renewable in one year increments for an amount not to exceed \$75,000 annually, and contingent upon Cellebrite's product continuing its superior performance compared to its competitors. This amount will cover all new purchases of Cellebrite's devices, including the service update on the new devices and any existing devices.



Chief Deputy Signature

4/22/13

Date



Department Head Signature

4/22/13

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 75,000

One-time

Annual Amount through 6-30-2018



4-22-13
Date

13-452
Approval Number
(Reference on Purchasing Documents)



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
 To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for Internal Use Only

REQUESTED PURCHASE: CELLEBRITE CELL PHONE EXTRACTION DEVICES AND MAINT. SERVICES																					
DEPARTMENT/AGENCY: SHERIFF DEPT.																					
CONTACT NAME/PHONE: SOKUN TRAN 955-9848																					
PURCHASE REQUEST: <input checked="" type="checkbox"/> NEW EQUIPMENT/SERVICES <input type="checkbox"/> UPGRADE <input type="checkbox"/> REPLACEMENT																					
PURCHASE TYPE: <input type="checkbox"/> PROFESSIONAL SERVICES <input checked="" type="checkbox"/> SOFTWARE <input type="checkbox"/> HARDWARE <input checked="" type="checkbox"/> RENEWAL																					
DESCRIBE REQUESTED PURCHASE	Cellebrite cell phone extraction devices are used for forensic data extraction. The Logical device is \$6K each and the Ultimate Touch device is \$10K each. Annual purchase and service maintenance on all devices not to exceed \$75K. Request on Form 11 is for all stations and bureaus.																				
BUSINESS NEEDS ADDRESSED	Support investigative functions RCIT APPROVED																				
ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> UNKNOWN																					
BUSINESS CRITICALITY <input checked="" type="checkbox"/> Run the business <input type="checkbox"/> Grow the business <input type="checkbox"/> Transform the business	BUSINESS IMPACT (SELECT ALL THAT APPLY) <input checked="" type="checkbox"/> Support current operations <input checked="" type="checkbox"/> Reduce Expenses <input checked="" type="checkbox"/> Improve Customer Service <input checked="" type="checkbox"/> Improve Operational Efficiencies																				
BUSINESS RISKS	Financial: n/a Operational: n/a Customer: n/a																				
ALTERNATIVE SOLUTIONS	1. [Solution] 2. [Solution] 3. [Solution]																				
TRANSACTION	<input checked="" type="checkbox"/> Cash Purchase <input type="checkbox"/> Lease Purchase Lease Years: _____																				
PURCHASE COSTS Hardware: \$ 55,000 Software: \$20,000 Labor: \$	COST BENEFIT ANALYSIS <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>ALTERNATIVE STATUS QUO</th> <th>ALTERNATIVE</th> <th>ALTERNATIVE</th> </tr> </thead> <tbody> <tr> <td>Current Annual Cost</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Ongoing Annual Cost</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Annual Cost Savings</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Net Annual Savings</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		ALTERNATIVE STATUS QUO	ALTERNATIVE	ALTERNATIVE	Current Annual Cost				Ongoing Annual Cost				Annual Cost Savings				Net Annual Savings			
	ALTERNATIVE STATUS QUO	ALTERNATIVE	ALTERNATIVE																		
Current Annual Cost																					
Ongoing Annual Cost																					
Annual Cost Savings																					
Net Annual Savings																					



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM
 To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for
Internal Use Only

TOTAL COST: \$ 75,000	Project Implementation Cost			
	Project Payback Period? yrs			

Department Head Signature: _____ Date: _____

RCIT RECOMMENDATION – for purchases and renewals under \$100,000

Recommended: Yes No (Non-recommended requests submit to TSOC)

By: _____ Date: _____

Chief Information Officer Signature: _____ Date: _____

RCIT explanation for non-recommended requests:

RCIT - APPROVED

TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals

Recommended: Yes No (In no, provide explanation below)

TSOC Chair Signature: _____ Date: _____

TSOC explanation for denied requests:



County of San Diego
 Department of Purchasing & Contracting
 5560 Overland Ave, Ste 270
 San Diego, CA 92123-1204
 PH: (858) 505-6367 FAX: (858) 715-6452

PURCHASE ORDER

P.O. Number-Rev: 550999 - 0
 P.O.Type: STANDARD
 Date: 21-APR-15

Authorized By: TRACY M HUDSON
 Phone No: (858) 505-6361

SUPPLIER:

CELLEBRITE USA CORP
 7 CAMPUS DRIVE STE 210
 PARSIPPANY,NJ 07054

TERMS:

Payments: NET 30 DAYS
 F.O.B. DESTINATION
 Freight: PREPAID
 Carrier: BEST METHOD

SEND ORIGINAL INVOICE TO:

SHERIFF'S DEPARTMENT
 ATTN: PAYABLES & SUPPLY UNIT
 9621 RIDGEHAVEN CT
 SAN DIEGO,CA 92123

SHIP TO:

SHERIFF DEPARTMENT
 HOMICIDE DETAIL
 9621 RIDGEHAVEN CT 2ND FL
 SAN DIEGO,CA 92123

The P.O. Number must appear on all invoices and shipping documents. For out-of-State invoices, the county will pay California Use Tax directly to the State of CA per Permit no. SR FH 25-632394. Prior to first payment, new suppliers must submit a completed IRS Form W-9 and a FTB Form 590. Failure to submit a completed FTB Form 590 will result in back up withholding on all payments per CA Revenue and Taxation Code section 18662. Submit both forms to Auditor & Controller via fax at (858) 694-2060 and mail originals to: County of San Diego, 5530 Overland Ave, Ste 410, San Diego, CA 92123

REQUIRED DELIVERY DATE:

NOTE TO THE SUPPLIER:

ORDER ITEMS:

Line: 1

Quantity: 1 UOM: EACH Unit Price: 10,999.00 Total Line Price: \$ 11,878.92
 UNSPSC: 461716.0000 Item #: Taxable: USE TAX - CA (including Tax)
 Description: UFED 4PC ULT

Ship Quantity: 1
 Delivery Date:

Line: 2

Quantity: 1 UOM: EACH Unit Price: 65.00 Total Line Price: \$ 70.20
 UNSPSC: 461716.0000 Item #: Taxable: USE TAX - CA (including Tax)
 Description: shipping and Handling

Ship Quantity: 1
 Delivery Date:

Line Notes:
 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY SELLER'S PROPOSAL OR SELLER'S PURCHASE DOCUMENT, IN THE EVENT THERE IS A CONFLICT BETWEEN THE COUNTY'S AND SELLER'S TERMS AND CONDITIONS, THE TERMS AND CONDITIONS SET FORTH IN THE COUNTY OF SAN DIEGO STANDARD TERMS AND CONDITIONS OF PURCHASE, INCORPORATED HEREIN, SHALL GOVERN THE PARTIES RELATIONSHIP.

TOTAL P.O. PRICE (Including Tax): \$ 11,949.12

COUNTY OF SAN DIEGO
STANDARD TERMS AND CONDITIONS OF PURCHASE

1. **Acceptance.** By acceptance of this purchase order, Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgement or other form used by Vendor shall not add to, amend, or modify these terms and conditions.
2. **Affirmative Action.** If applicable, Vendor shall comply with the Affirmative Action Program for Vendors as set forth in Article 11k (Commencing at Section 84) of the San Diego County Administration Code which program is incorporated herein by reference. A copy of this affirmative action program will be furnished upon request.
3. **Assignment.** This order is assignable by County. Except as to any payment due hereunder, this order is not assignable by Vendor without written approval of County.
4. **Audit Right.** Pursuant to California Government Code Section 8546.7, the parties acknowledge that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.
5. **Cash Discounts.** In connection with any cash discount specified on this order, time will be computed from the later of the date of (i) complete delivery of the goods and/ or services as specified, or (ii) receipt of correct invoices. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the County warrant or check.
6. **Changes.** County shall recognize no change to this order by Vendor without written approval.
7. **Compliance With Laws.** Vendor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the good and/or services to be provided hereunder. Vendor's failure to comply with any applicable Regulations shall constitute a material breach of this purchase order.
8. **Governing Law.** This contract shall be construed and interpreted according to the laws of the State of California.
9. **Delivery.** Unless otherwise specified in writing in this order, all shipments will be F.O.B. point of destination. Freight or handling charges are not billable unless referenced on this order. Transportation receipts, if allowed by order, must accompany invoice.
10. **Food Products.**
 - A. **Package.** Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act of the California Business and Professions Code Section 12601-12615.5.
 - B. **Compliance.** Vendor hereby guarantees that the product or products comprising each shipment made by Vendor to County, as of the date of delivery, is not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug, and Cosmetic Act, as amended, or within the meaning of applicable U.S. State Laws or Municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the U.S. Act. Distressed food commodities that are reconditioned, relabeled and/or re-cased are not acceptable.
11. **Force Majeure.** Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control (financial inability excepted) and which it could not have prevented by reasonable precautions, and, such non-performance shall not be a default hereunder or a ground for termination hereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this order.
12. **Formal Bids.** In the event this purchase order results from a formal bid, terms and conditions of that bid are incorporated herein and form a part of this purchase order. In the event of any conflict or inconsistency between the terms of this purchase order and the terms of a formal bid, the terms of the formal bid shall control.
13. **Hazardous Materials.** If the product being supplied presents a physical or health hazard as defined in Title 8 of the California Code of Regulations, Section 5194, or if the product contains one or more of the substances listed on the "List of Hazardous Substances" prepared by the Director of the California Industrial Relations Department pursuant to Labor Code Section 6380, the Vendor shall forward a "Material Safety Data Sheet", pursuant to Ca/VOSHA requirements, referencing this purchase order/sub order number with the product shipment.
14. **Timeliness.** Time is of the essence and this purchase order is subject to termination for failure to deliver on time.
15. **Indemnity.** County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanic's liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.
16. **Patent Indemnity.** Vendor warrants and agrees that it shall defend, indemnify, and hold County harmless, at Vendor's expense, against any claim, suit, or proceeding brought against County insofar as it is based on a claim of infringement of any patent, copyright, trademark, or trade secret of a third party and will pay any costs or damages in connection therewith, including attorney's fees, arising out of this order.
17. **Sales and Use Tax.** On invoices, Vendor shall show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use tax. Vendor shall deduct cash discount before computing Sales or Use Tax.
18. **Termination For Cause - Cancellation.** The County may, by written notice of default to the Vendor, terminate this order in whole or in part, should the Vendor fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
- 18.1 If, after notice of termination of this order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Clause 19, Termination For Convenience.
19. **Termination For Convenience.** The County may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata order price for any delivered and accepted portion of the order. In no event shall the County be liable for any loss of profits on the order or portion thereof so terminated.
20. **Warranty.** Vendor agrees that any goods and/or services furnished under this order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other provision of this order or by any applicable Uniform Commercial Code warranties.
21. **Disallowance.** In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

COUNTY OF SAN DIEGO
PURCHASE ORDER CONTINUED

P.O. Number-Rev: 550999 - 0
P.O.Type: STANDARD
Date: 21-APR-15

Page : 2 of 2

Authorized By: TRACY M HUDSON
Phone No: (858) 505-6361

ADDITIONAL INFORMATION :

END OF ORDER

COUNTY OF SAN DIEGO
STANDARD TERMS AND CONDITIONS OF PURCHASE

1. **Acceptance.** By acceptance of this purchase order, Vendor agrees to be bound by, and to comply with, these terms and conditions, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded. The terms of any proposal from Vendor referred to in this order are included and made a part of the order, but only to the extent of specifying the nature, price and delivery date of the goods and/or services ordered, and then only to the extent that such terms are consistent with the terms and conditions of this order. Any invoice, acknowledgement or other form used by Vendor shall not add to, amend, or modify these terms and conditions.
2. **Affirmative Action.** If applicable, Vendor shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (Commencing at Section 84) of the San Diego County Administration Code which program is incorporated herein by reference. A copy of this affirmative action program will be furnished upon request.
3. **Assignment.** This order is assignable by County. Except as to any payment due hereunder; this order is not assignable by Vendor without written approval of County.
4. **Audit Right.** Pursuant to California Government Code Section 8546.7, the parties acknowledge that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.
5. **Cash Discounts.** In connection with any cash discount specified on this order, time will be computed from the later of the date of (i) complete delivery of the goods and/ or services as specified, or (ii) receipt of correct invoices. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of the County warrant or check.
6. **Changes.** County shall recognize no change to this order by Vendor without written approval.
7. **Compliance With Laws.** Vendor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the good and/or services to be provided hereunder. Vendor's failure to comply with any applicable Regulations shall constitute a material breach of this purchase order.
8. **Governing Law.** This contract shall be construed and interpreted according to the laws of the State of California.
9. **Delivery.** Unless otherwise specified in writing in this order, all shipments will be F.O.B. point of destination. Freight or handling charges are not billable unless referenced on this order. Transportation receipts, if allowed by order, must accompany invoice.
10. **Food Products.**
 - A. **Package.** Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act of the California Business and Professions Code Section 12601-12615.5.
 - B. **Compliance.** Vendor hereby guarantees that the product or products comprising each shipment made by Vendor to County, as of the date of delivery, is not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug, and Cosmetic Act, as amended, or within the meaning of applicable U.S. State Laws or Municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the U.S. Act. Distressed food commodities that are reconditioned, relabeled and/or re-cased are not acceptable.
11. **Force Majeure.** Each party hereto shall be excused from performance hereunder resulting from delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control (financial inability excepted) and which it could not have prevented by reasonable precautions, and, such non-performance shall not be a default hereunder or a ground for termination hereof. In the event that Vendor is excused from performance under this paragraph, Vendor shall take all reasonable actions to resume or provide alternative performance of its obligations at no additional charge to County. If any such delay exceeds thirty (30) days, then County may terminate this order.
12. **Formal Bids.** In the event this purchase order results from a formal bid, terms and conditions of that bid are incorporated herein and form a part of this purchase order. In the event of any conflict or inconsistency between the terms of this purchase order and the terms of a formal bid, the terms of the formal bid shall control.
13. **Hazardous Materials.** If the product being supplied presents a physical or health hazard as defined in Title 8 of the California Code of Regulations, Section 5194, or if the product contains one or more of the substances listed on the "List of Hazardous Substances" prepared by the Director of the California Industrial Relations Department pursuant to Labor Code Section 6380, the Vendor shall forward a "Material Safety Data Sheet", pursuant to Ca/OSHA requirements, referencing this purchase order/sub order number with the product shipment.
14. **Timeliness.** Time is of the essence and this purchase order is subject to termination for failure to deliver on time.
15. **Indemnity.** County shall not be liable for, and Vendor shall defend and indemnify County and the employees and agents of County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanic's liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), related to or arising out of this purchase order, and arising either directly or indirectly from any act, error, omission or negligence of Vendor or its contractors, licensees, agents, servants or employees, including Claims caused by the concurrent negligent act, error or omission of County Parties. However, Vendor shall have no obligation to defend or indemnify County Parties against Claims (i) to the extent they arise from the active concurrent negligence of County Parties, or (ii) caused by the sole negligence or willful misconduct of County Parties.
16. **Patent Indemnity.** Vendor warrants and agrees that it shall defend, indemnify, and hold County harmless, at Vendor's expense, against any claim, suit, or proceeding brought against County insofar as it is based on a claim of infringement of any patent, copyright, trademark, or trade secret of a third party and will pay any costs or damages in connection therewith, including attorney's fees, arising out of this order.
17. **Sales and Use Tax.** On invoices, Vendor shall show any sales or use tax if applicable, as separate items, giving permit number authorizing collection of Use tax. Vendor shall deduct cash discount before computing Sales or Use Tax.
18. **Termination For Cause - Cancellation.** The County may, by written notice of default to the Vendor, terminate this order in whole or in part, should the Vendor fail to make satisfactory progress, fail to deliver within the time specified or fail to deliver in strict conformance to specifications or requirements set forth herein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere and the defaulting Vendor shall be liable for the difference between the prices set forth in this order and the actual cost thereof to the County. In such case, the prevailing market price shall be considered to be the fair repurchase price. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
 - 18.1 If, after notice of termination of this order under the provisions of this clause, it is determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Clause 19, Termination For Convenience.
19. **Termination For Convenience.** The County may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. The County shall pay the Vendor, as full compensation for performance until such termination, the unit or pro-rata order price for any delivered and accepted portion of the order. In no event shall the County be liable for any loss of profits on the order or portion thereof so terminated.
20. **Warranty.** Vendor agrees that any goods and/or services furnished under this order shall be covered by the most favorable commercial warranties Vendor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any other provision of this order or by any applicable Uniform Commercial Code warranties.
21. **Disallowance.** In the event the Contractor receives payment for services under this contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

Cellebrite USA, Inc.
 7 Campus Drive
 Suite 210
 Parsippany, NJ 07054

Quote

Quote Number:

Q-47826-R

Quote Date:

3/24/2015

Tel: 201-848-8552
 Fax: 201-848-9982
 Tax ID#: 22-3770059

Quote to:

San Diego County Sheriff's Department
 325 S Melrose Drive
 Ste 210
 Vista, CA 92081

Contact: John Maryon

Phone #:

Quote Ship to:

San Diego County Sheriff's Department
 325 S Melrose Drive
 Ste 210
 Vista, CA 92081

Customer ID	Good Thru	Payment Terms	Sales Rep
SANDIEGOCOUNTYS-1425	4/23/2015	Net 30	Bryan Carroll

Quantity	Item	Description	List Price	Ext. Price
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1	KIT UFED 4PC ULT+	KIT UFED 4PC Ultimate Plus	\$10,999.00	\$10,999.00
	ORGANIZER-UFED	Cable & Power Tips Organizer		
	FOREN-MICROSIM	UFED MICRO SIM ID Cloning Cards		
	FOREN-USB	USB Flash Drive		
	BRUSH	UFED Data Port Cleaning Brush		
	C-PWRUPCABLE	Phone Power Up Cable		
	FOREN-CARDREAD	Memory Card Reader		
	LINKANALYSIS-W4PC	Forensic Link Analysis - W UFED 4PC		
	UFEDPHY-USBKEY	Physical USB Dongle		
	UFED-MULTISIM	UFED Multi SIM Adapter		
	D-4PC+	First year Logical & Physical software updates, live tech support, and new cables are included free of charge. Second Year and Thereafter per unit will be \$3,800		
	UFED-4PC	Universal Forensic Extraction Device (UFED) for PC		
1	SHIPPING-Forensic	Shipping & Handling Forensic Charges	\$65.00	\$65.00
		UFED 4 PC Ultimate Plus		

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - M777) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

Terms and conditions:

- Payment terms: Net 30 ; 1.5% per month interest on late payment
- Shipping: FCA, Parsippany, NJ, USA : Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- 12 months software support included in initial purchase. The next support period purchased begins immediately at the end of the 12 months, i.e., no gaps in support period are allowed.
- Complete Terms and conditions of sale available upon request (or available at: <http://www.cellebrite.com/us/tc>)

Subtotal:	\$11,064.00
S&H Amount:	
Sales Tax:	\$0.00
Total:	\$11,064.00

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes bids, proposals, quotes or any other submission to provide goods and/or services).

BUSINESS TYPE

For-profit Non-profit Government

Attach proof of status for Non-profit.

INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has no and will not enter into a subcontract relationship with a related for-profit entity.

BUSINESS REPRESENTATION

Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:

- 3.1. Are you a local business with a physical address within the County of San Diego? Yes No
- 3.2. Are you certified by the State of California as a:
 Disabled Veteran Business Enterprise (DVBE)
Certification #: _____
 Small Business Enterprise (SBE)
Certification #: _____
- 3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:
 Veteran Owned Small Business (VOSB)
Certification #: _____
 Service Disabled Veteran Owned Small Business (SDVOSB)
Certification #: _____
- 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): _____ %

DEBARMENT, SUSPENSION AND RELATED MATTERS

- 4.1. Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.1.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - 4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 4.2. Except as allowed for in Section 4.2.4, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.2.1. Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;

- 4.2.2. Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;
- 4.2.3. Are presently the target or subject of any investigation, accusation or charges by any federal, state or local law enforcement, licensing or certification body.
- 4.2.4. If Offeror is unable to certify any of the facts set forth in Sections 4.2.1, 4.2.2 or 4.2.3, it certifies that it has listed on a separate sheet(s) attached to this Representations and Certifications each fact that it cannot certify and the reason it cannot do so. That information must include: the specific relevant facts (date(s), contract(s) and individual(s) involved, status of action(s), and any other relevant information) that prevent it from making the requested certifications. The County reserves the right to disqualify an Offeror based upon information disclosed.

- 4.3. Offeror has a continuing duty to disclose information until contract award/execution and shall report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 and 4.2.
- 4.4. If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform related work on this project (e.g. preparing components of the statement of work or plans and specifications for this project), Offeror shall identify those previous agreement(s) and submit that list along with the proposal. Other than as may be submitted on said list, Offeror certifies to the best of its knowledge that it and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project.

5. CURRENT COST OR PRICING

Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.

6. INDEPENDENT PRICING

Offeror certifies that in relation to this procurement:

- 6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;
- 6.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
- 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. TAX INFORMATION

The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

Information furnished in Paragraphs 1 through 7 and in the accompanying offer is certified to be actual and correct as of the date submitted. This certification is made under penalty of perjury under the laws of the State of California.

Name: Francis Felix
Title: CEO
Company/Organization: Cellebrite Inc.

Signature: _____
Date: 8-23-2016

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER



Public Works | DLSE Debarments

DLSE Debarments

The following contractors are currently barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor, for the period set forth below:

As part of your due diligence, we suggest that you also check:

- Contractor status at the Contractors State License Board (CSLB)
- The Federal debarment list at the Excluded Parties List System

For a list of past DLSE debarments of public works contractors, please contact:

Susan Nakagama
 Special Assistant to the Labor Commissioner
 1515 Clay Street
 Suite 401
 Oakland, CA 94612
 SNakagama@dir.ca.gov

Name of contractor	Period of debarment
<p>Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729</p> <p>Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC.</p>	<p>4/1/44 through 3/31/47 Decision LB5742</p> <p>4/1/41 through 3/31/44 Decision LB5665</p> <p>4/1/36 through 3/31/39 Decision LB5740</p> <p>4/1/33 through 3/31/37 Decision LB5651</p> <p>4/1/33 through 3/31/37 Decision LB5739</p> <p>4/1/24 through 3/31/27 Decision LB5741</p> <p>4/1/30 through 3/31/33 Decision LB5743</p> <p>4/1/27 through 3/31/30 Decision LB5666</p> <p>4/1/21 through 3/31/24 Decision LB5667</p> <p>4/1/18 through 3/31/21 Decision LB5668</p> <p>4/01/15 through 3/31/18 Decision LB5345</p>
<p>Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III, Individually And dba Amerivet Plumbing Services CSLB Number: #969048 and #919761</p>	<p>8/6/15 through 8/5/18 Decision</p>

<p>Ultimate Inc., And, Enrique Vera, an Individual PO Box 571117 Tarzana, CA 91356-1117 CSLB Number: #949229</p>	<p>12/1/15 through 11/30/18 Decision</p>
<p>Travioli Construction, Inc. PO Box 231 Visalia, CA 93274 CSLB Number: #936832</p>	<p>9/11/15 through 3/10/17 Decision</p>
<p>Integrity Sheet Metal, Inc. 319 McArthur Way Upland, CA 91786 CSLB #726770</p> <p>William Ben Hicks, an individual; Margaret Mary Hicks, an individual</p>	<p>2/01/15 through 1/31/18 Decision</p>
<p>L A Builders, Inc., a California Corporation 15635 Satcoy Street. #H Van Nuys, CA 91406 CSLB #748591</p> <p>Alon Gamliel, an individual</p>	<p>2/01/15 through 1/31/18 Decision</p>
<p>USA Wall Systems, Inc. 8309 Sunshine Lane Riverside, CA 92508 CSLB #929610</p> <p>Edward Eugene Brammer, an individual and in his capacity as President/CEO/RMO</p>	<p>4/01/15 through 3/31/18 Decision</p>
<p>Daughter Construction formerly dba Hy Carpentry Construction 15407 Thornlake Avenue Norwalk, CA 90650 CSLB #979297</p> <p>Sharon Jin Yoo, an individual; Dae Hyun Yoo, an individual and in his capacity as manager/supervisor for Sharon Jin Yoo and in his capacity as General Partner for HY Construction, a General Partnership.</p>	<p>4/01/15 through 3/31/18 Decision</p>
<p>RDA Construction, Inc. 1692 W. Bullard Ave., Fresno, CA 93711 CSLB# 383306</p>	<p>12/15/14 through 12/14/16 Decision</p>
<p>Titan Electrical Construction, Inc. Lucas Oliver Stickney, an individual Jamie Noel Furr, an individual 630 Natoma Street San Francisco, CA 94103 CSLB# 919516</p>	<p>11/3/14 through 11/2/17 Decision</p>
<p>Ramos Painting Carlos Ray Ramos, an individual P.O. Box 3871 Paso Robles, CA 93447 CSLB# 753575</p>	<p>11/3/14 through 11/2/15 Decision</p>

<p>Dick Emard Electric. dba Emard Electric Luke Richard Emard, an individual and RMO 5930 Key Court, Suite A Loomis, CA 95650 CSLB# 794007</p>	<p>11/3/14 through 11/2/17 Decision</p>
<p>Nixon Electric Gordon Fulton Nixon, an individual 5624 Faust Ave. Woodland Hills, CA 91367 CSLB# 796802</p>	<p>8/1/14 through 7/31/17 Decision</p>
<p>Neris General Contractors, a California Corporation Efren Neri, an individual Servando Nerl, an individual Rebeca Nerl, an individual Luis Abelardo Castro, an individual 6087 California Ave. Long Beach, CA 90805 CSLB# 797967</p>	<p>2/28/14 through 2/27/17 Decision</p>
<p>Southland Construction Reza Mohammedi, an individual 3943 Irvine Blvd., #405, Irvine, CA 92602 CSLB# 683784 (expired)</p>	<p>10/14/14 through 10/13/17 Decision</p>
<p>National Drywall Corporation, A Dissolved California Corporation 603 S. Milliken Avenue, Suite F Ontario, CA 91761 CSLB #834335</p> <p>Miguel Contreras, an Individual and Responsible Managing Officer/CEO/President</p> <p>Dora Maria Contreras, an Individual and Agent/Officer of the Corporation</p>	<p>8/4/14 through 8/3/17 Decision</p>
<p>Tadros & Youssef Construction, Inc. Kamel Shaker Tadros & Makram Youssef Youssef, Individually 1221 E 8th Street, Unit A, Upland, CA 91786 CSLB# 698182 (expired)</p>	<p>5/10/14 through 5/9/17 Decision</p>
<p>Serenity Fire Protection 417 S. Associated Road, Brea, CA 92821 CSLB# 902927</p>	<p>5/1/14 through 4/30/17 Decision</p>
<p>Don Kelly Construction , Inc. Don Kelly, Individual and Lisa Kelly, Individual 171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719</p>	<p>3/25/14 through 3/24/17 Decision</p>
<p>Aldan, Inc. P.O. Box 9428, Brea, CA 92822 CSLB #949229</p>	<p>2/28/14 through 2/27/17 Decision</p>
<p>Russell/Thompson, Inc. James Jean Russell & Valery Alena Thompson, Individually 4684 Oak Glen Dr., Redding, CA 96001</p>	<p>10/31/13 through 10/31/16 Decision</p>

CSLB# 915036 (revoked)	
<p>Ayodejla A. Ogundare, Individual Db a Pacific Engineering Company 6310 Stewart Way, Bakersfield, CA 93308</p> <p>CLSB#710322</p>	<p>5/15/2013 through 5/15/2014 Decision</p>
<p>Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals 400 Kansas, Redlands, CA 92373</p> <p>CSLB#834220</p>	<p>7/29/12 through 7/28/15 Decision</p>
<p>FEI Enterprises, Inc Gabriel Fedida, Individual 5749 Venice Blvd., Los Angeles, CA 90019</p> <p>CSLB#859252</p>	<p>6/14/12 through 6/13/15 Decision</p>
<p>Jeffrey Alan Mott and Michelle Mott, Individuals Dda Integrity Landscape 3756 Independence Avenue Sanger, CA 93637</p> <p>CSLB#774222</p>	<p>3/29/12 through 3/28/15 Decision</p>
<p>Jensen Drywall & Stucco Jeffrey E. Jensen 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired)</p>	<p>3/31/11 through 3/30/13 Decision</p>
<p>All West Construction, Inc. Donald Kent Russell 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended)</p>	<p>3/31/11 through 3/30/13 Decision</p>
<p>Country Builders, Inc. Weldon Offill, Individually 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active)</p>	<p>3/1/11 through 2/28/14 Decision Addendum</p>
<p>Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive)</p> <p>David Alvin Trexler, an individual 909 A. George Washington Yuba City, CA 95993</p> <p>Kenneth A. Trexler, an individual 2603 Lago Lane Marysville, CA 95901</p>	<p>7/1/10 through 6/30/13 Decision</p>
<p>Soo Dong Kim, an individual, dba Soo Kim Electric Company 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive)</p> <p>Hyo Nam Jung, an individual, dba Lucid Electric 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10</p>	<p>4/19/10 through 4/18/13 Decision</p>
<p>Southwest Grading, dba Southwest Grading Services, Inc., 22031 Waite Street Wildomar, CA 92595</p>	<p>3/18/10 through 3/17/13 Decision</p>

<p>David Walter Cholewinski, an individual 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10</p>	
<p>S.J. Cimino Electric, Inc., a California corporation, 3287 Dutton Ave. Santa Rosa, CA 95404 Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive)</p>	<p>10/15/09 through 10/14/12 Decision</p>
<p>Cedar Development Corporation Serghon Gabriel Afram, Individually 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended)</p>	<p>8/5/09 through 8/4/12 Decision</p>
<p>All Floors Commercial and Residential Flooring, Inc. Salvador Elias Perea, Individually 750 E. McGlincy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09</p>	<p>5/14/09 through 5/13/12 Decision</p>
<p>1-AMD Construction, Inc. Alberto Mordoki, individually Mirella Mordoki, individually 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked</p>	<p>3/16/09 through 3/15/12 Decision></p>

May 2016

File a Claim

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- Bureau of Field Enforcement
- Public works complaints
- Claims for retaliation or discrimination

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USER NAME PASSWORD

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Entity Dashboard

[Entity Overview](#)

Cellebrite Usa Corp

DUNS: 033095568 CAGE Code: 4C9Q7
Status: Active

7 Campus Drive Ste. 210
Parsippany, NJ, 07054-4413 ,
UNITED STATES

Expiration Date: 01/06/2017
Purpose of Registration: All Awards

Entity Registration

- Core Data
- Assertions
- Reps & Certs
- POCs

Exclusions

- Active Exclusions
- Inactive Exclusions
- Excluded Family Members

Entity Overview

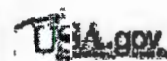
Entity Registration Summary

Name: Cellebrite Usa Corp
 Business Type: Business or Organization
 Last Updated By: Jennifer Fernandez
 Registration Status: Active
 Activation Date: 01/07/2016
 Expiration Date: 01/06/2017

Exclusion Summary

Active Exclusion Records? No

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Cellebrite Inc.
 7 Campus Drive
 Suite 210
 Parsippany, NJ 07054

Quote

Quote Number:

Q-57314-T

Quote Date:

7/28/2015

Tel: 201-848-8552
 Fax: 201-848-9982
 Tax ID#: 22-3770059

Quote to:

San Diego County Sheriff's Department
 325 S Melrose Drive
 Ste 210
 Vista, CA 92081

Contact: Jack Reynolds

Phone #:

Quote Ship to:

San Diego County Sheriff's Department
 325 S Melrose Drive
 Ste 210
 Vista, CA 92081

Customer ID	Good Thru	Payment Terms	Sales Rep	
SANDIEGOCOUNTYS-1425	8/27/2015	Net 30	Bryan Carroll	
Quantity	Item	Description	List Price	Ext. Price
1	FOREN-CAMERA-NEW	UFED Camera	\$149.00	\$149.00
1	SHIPPING-Forensic	Shipping & Handling Forensic Charges	\$15.00	\$15.00
		UFED Camera		

Please include the following information on your PO for Cellebrite UFED purchase:
 • Please include the ORIGINAL QUOTE NUMBER (For example - M777) on your PO
 • CONTACT NAME & NUMBER of individual purchasing and bill to address
 • E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

Terms and conditions:

- Payment terms: Net 30 ; 1.5% per month interest on late payment
- Shipping: FCA, Parsippany, NJ, USA ; Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- 12 months software support included in initial purchase. The next support period purchased begins immediately at the end of the 12 months, i.e., no gaps in support period are allowed.
- Complete Terms and conditions of sale available upon request (or available at: <http://www.cellebrite.com/us/nc>)

Subtotal:	\$164.00
S&H Amount:	
Sales Tax:	\$0.00
Total:	\$164.00