

AMENDMENT NUMBER ~~ONE~~ TWO
TO
AGREEMENT MA-060-12010709
BETWEEN THE
COUNTY OF ORANGE
AND
NEC CORPORATION OF AMERICA

This AMENDMENT NUMBER ~~ONE~~ TWO to Contract Number MA-060-12010709 (hereinafter "AMENDMENT NUMBER ~~ONE~~ TWO") between the County of Orange, a political subdivision of the state of California (hereinafter "COUNTY") and NEC Corporation of America (hereinafter "CONTRACTOR") with a place of business at 6535 North State Highway 161, Irving TX 75039, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed an Agreement for Automated Fingerprint Identification Systems (AFIS) Maintenance under Contract Number MA-060-12010709 (hereinafter "ORIGINAL AGREEMENT") for a one (1) year term of December 13, 2011 through and including December 12, 2012;

~~WHEREAS, COUNTY desires to add the maintenance for one (1) Global Workstation and to add the AFIS System Tuning/Record Removal as well as to increase the contract total value by \$49,187.44 for a new not to exceed amount of \$250,000.00 and to continue receiving services from CONTRACTOR for an additional one (1) year term and;~~

~~WHEREAS, COUNTY desires to modify payment terms from payment in advance to monthly in arrears and the CONTRACTOR agrees to provide those services at the rates set forth in ORIGINAL AGREEMENT and this AMENDMENT NUMBER ONE;~~

WHEREAS, COUNTY desires to extend the ORIGINAL AGREEMENT for one (1) additional year as well as increase the contract dollar amount by \$6,955.14 for a new not to exceed amount of \$212,955.14 and the CONTRACTOR has agreed to provide these services at the rates set forth in this AMENDMENT NUMBER TWO;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. ~~ATTACHMENT A, SCOPE OF WORK ORANGE COUNTY AFIS MAINTENANCE is amended in its entirety as follows:~~

ATTACHMENT A

SCOPE OF WORK ORANGE COUNTY AFIS MAINTENANCE

Overview

The Contractor is responsible for all maintenance and repairs including but not limited to the supply of all parts, labor, travel related cost, hardware and software support, on the Orange County Global Workstation and the Automated Fingerprint Identification System (AFIS) and its attached AFIS21 Workstations and Fingerprint Workstation Verification (FWV) terminals provided for under this Contract. The Contractor will maintain the equipment in good operating condition and shall be responsive to the maintenance and repair requirements of the County within the timeframes established herein.

A. Scope of Service

The Contractor shall provide all Maintenance and Repair services as described herein on all items identified for the Global Workstation and Central Site AFIS System, AFIS21 Workstations and each FWV Workstation.

The Global Workstation is comprised of the following:

- 1 Optiplex 990 minitower
- 1 PCI Spectrum Lite, interface card for Sony Camera
- 1 Windows client license
- 1 Aware Accuprint Workstation
- 1 NEC Global Workstation license

The Orange County Automated Fingerprint Identification System (AFIS) is comprised of a Central Site System, (15) AFIS21 workstation terminals and (2) Fingerprint Workstation Terminals (FWV) which are made up of the following components. All will be supported and maintained under this Contract as delineated below.

The Central Site System is composed of and supports the following components:

- 4 FMP5 Matching units, 1 added in April, 2009
- 1 System Controller UP790 SC/MC Previously listed as Mainframe
- 3 Clarion Cabinets (RAID Disk)
- 1 NT-TC (Transaction Controller)
- 2 NT-IPC (Image Processing Controller)
- 1 SAS Workstation System Administration Station
- 2 DLT Library Tape Units 1 Loaner from NEC
- 1 Master Console UP790 with Dot Matrix Printer

Fingerprint Workstation Verification Terminals as identified in Section B and Exhibit I (Equipment List) and consist of the following components:

- 2 Workstation PC base units formally labeled as CPU's
- 2 Monitor, Keyboards, and mouse

AFIS21 Fingerprint Workstations (15) These workstations are at various locations as identified in Section B and Exhibit I (Equipment List) and encompass all of the following components:

- 15 Workstation PC base units formally labeled CPU's
- 15 Monitors, keyboards and Mouse

~~15 Compact Scanner~~

~~1. Maintenance~~

- ~~a. Contractor shall provide maintenance services and support on all Orange County Global Workstation and AFIS21 Central Site Equipment, including AFIS21 Workstations as well as FWV Workstations in order to maintain the AFIS Identification System, as described in section A, and detailed in Exhibit 1, in good working order. The Contractor shall maintain a maintenance and monitoring schedule based upon Contractor's and County's mutual understanding of the particular service required to keep the Orange County AFIS system in operational order. The Contractor will inspect and monitor the system on a weekly basis and provide needed remedial or preventative maintenance measures.~~
- ~~b. Contractor shall provide 1st and 2nd level support only, which includes field support, escalation, and engineering support and bug fixes.
 - ~~• 1st Level Support = Remote Access and Onsite Hardware/Software Support by Site assigned Support Engineer or assigned Software Engineers.~~
 - ~~• 2nd Level Support = Remote Access Secondary Support to facilitate Engineering Support; break fix repair, escalation and bug fixes of existing software.~~~~
- ~~c. Engineering changes or development needed to update or add functionality will not be part of this Contract. Any changes in system configuration will require mutual agreement outside this Contract and will incur additional charges.~~

~~2. Repair~~

~~Contractor shall be responsible for all repairs, no exclusion, in accordance with the required response time set forth herein:~~

- ~~a. Central Site: Contractor shall provide repair services to the central site (Orange County Sheriff's Department located at 320 N. Flower Street, Santa Ana, CA 92703 as referenced in Section B. 13.), 24 hours a day, seven (7) days a week, including County Holidays, with a response time of no more than four (4) hours, each incident. Contractor shall provide the County with a report of the initiation and resolution to the call for service. Monthly maintenance payment will be reduced by one percent for each day Contractor fails to perform to the standard described above.~~
- ~~b. Remote Sites: Contractor shall provide repair services to the remote sites (City Police Departments as referenced in Section B. 1. through 12.), 8 hours a day, five (5) days a week, with a response time of no more than four (4) hours, each incident.~~

~~3. Spare Parts~~

- a. ~~Contractor shall maintain a supply of spare parts for the AFIS Workstations and FWV Stations which inventory is based on the general maintenance history of the installed system.~~
- b. ~~Costs for this parts supply inventory are included in the maintenance charges of this Agreement.~~
- c. ~~Worn or defective parts shall be replaced at no additional charge to County.~~
- d. ~~Replacement parts shall be either new parts or parts equivalent in performance to new parts when used with the AFIS Central Site System and its associated Workstations, as mutually agreed to by Contractor and County.
Exception: Those devices which are no longer supported under this maintenance Contract and the responsibility of the County.~~

4. ~~Software Support~~

- a. ~~Contractor shall support all software licensed to County for use with the system.~~
- b. ~~Software Support consists of identifying, verifying, reporting, and resolving problems associated with software licensed to County in order to maintain system performance at a level equal to the requirements established for the initial System Acceptance Test pursuant to the 1999 Centralized Purchase Order and as determined by the County.~~
- c. ~~Contractor shall provide toll free telephone, fax, e-mail, or remote system access support to the County. The County will provide remote access availability to Contractor.~~
- d. ~~Contractor shall provide on-site software support as needed to provide full operations and with the same response requirements requirements as described in 2a and 2b.~~
- e. ~~The following matters are not covered by software support after the Contractor has run tests to ensure there are no compatibility issues with the software :~~
 - 1. ~~Any problem resulting from the misuse, improper use, alteration, or damage of the Software by the County;~~
 - 2. ~~Any problem caused by modifications in any version of the Software initiated by the County and not made or authorized by Contractor;~~
 - 3. ~~Any problem resulting from programming other than the Software supplied by Contractor; or~~
 - 4. ~~Any problem resulting from the combination of the Software with such other programming or systems to the extent such combination has not been approved by Contractor.~~

5. ~~Software Updates~~

- a. ~~Due to the age of the AFIS System, Contractor will not provide periodic Software Updates, but will maintain current level of software in operational condition and provided bug fixes as needed through the life of this Contract. Software enhancements will not be provided as part of this Contract. All bug~~

~~fixes installed by Contractor leave system fully operational and must be approved by County.~~

~~b. For the Global Workstation, Contractor will provide all applicable hardware and software fixes, patches, upgrades, improvements to County when they become available.~~

~~6. System Tuning/Record Removal~~

~~a. Due to the design limits of the system and to keep the system operational, it may become necessary to mitigate the risk of failure by removing records from the system and temporarily storing the removed records for reinsertion at a later time.~~

~~b. At the request of County/OCCL management, Contractor shall provide reports with the requested record types and counts to facilitate decision making regarding the records to be removed.~~

~~c. County/OCCL management will identify and approve the records to be removed and Contractor shall:~~

~~i. Schedule and execute an 'offline' database save~~

~~ii. Run an extraction and conversion program~~

~~iii. Verify the quality of the removed records~~

~~iv. Export the records for safekeeping by County~~

~~v. Remove the records from the AFIS21 system~~

~~vi. Update the AFIS21 database configuration to allow reuse of removed records space in database~~

~~vii. Test and tune the new configuration as needed for correct processing of new records~~

~~viii. Return the system to full operational status, demonstrating correct processing and registration of new records~~

~~ix. Provide a summary of events for County management~~

~~7. Site Backup of Data~~

~~a. All Central Site systems will need full back up twice annually by Contractor to tape. County is responsible for offsite storage of tapes. The County is responsible for determining times during normal business hours for these backups to occur, and provide the tapes for this use.~~

~~8. Additional Services Not Covered~~

~~a. Maintenance services provided under this Agreement **do not** include:~~

~~1. Electrical work external to the system;~~

~~2. Furnishing expendable supplies or accessories such as Live Scan platens, toner cartridges, magnetic or digital tape, compact disks, or paper;~~

~~3. Painting or refurbishing the system.~~

~~4. AFIS System replacement under this Maintenance Contract in the event of a natural or man-made disaster.~~

B. Locations of Equipment

Service Units listed in this Attachment A, Section A. The Scope of Service shall be performed on AFIS21 Workstations and Fingerprint Workstation Verification Terminals at the following locations:

1. ~~Anaheim Police Department~~ ————— ~~1 Workstation~~
~~425 S. Harbor Blvd.~~
~~Anaheim, CA 92805~~

2. ~~Buena Park Police Department~~ ————— ~~1 Workstation~~
~~6650 Beach Blvd.~~
~~Buena Park, CA 90620~~

3. ~~Costa Mesa Police Department~~ ————— ~~1 Workstation~~
~~99 Fair Drive~~
~~Costa Mesa, CA 92626~~

4. ~~Fountain Valley Police Department~~ ————— ~~1 Workstation~~
~~10200 Slater Avenue~~
~~Fountain Valley, CA 92708~~

5. ~~Fullerton Police Department~~ ————— ~~1 Workstation~~
~~237 W. Commonwealth~~
~~Fullerton, CA 92832~~

6. ~~Garden Grove Police Department~~ ————— ~~1 Workstation~~
~~11301 Acacia Parkway~~
~~Garden Grove, CA 92842~~

7. ~~Huntington Beach Police Department~~ ————— ~~1 Workstation~~
~~2000 Main Street~~
~~Huntington Beach, CA 92648~~

8. ~~Irvine Police Department~~ ————— ~~1 Workstation~~
~~1 Civic Center Plaza~~
~~Irvine, CA 92606~~

9. ~~Newport Beach Police Department~~ ————— ~~1 Workstation~~
~~870 Santa Barbara Drive~~
~~Newport Beach, CA 92660~~

10. ~~Orange Police Department~~ ————— ~~1 Workstation~~
~~1107 N. Batavia Avenue~~
~~Orange, CA 92867~~

11. ~~Santa Ana Police Department~~ ————— ~~1 Workstation~~
~~60 Civic Center Plaza~~
~~Santa Ana, CA 92703~~

- ~~12. Westminster Police Department — 1 Workstation~~
~~— 200 Westminster Avenue~~
~~— Westminster, CA 92683~~
- ~~13. Orange County Sheriff's Department — 3 Workstations~~
~~— 320 N. Flower Street — 2 FWV Stations~~
~~— Santa Ana, CA 92703 — 1 Global Workstation~~

ATTACHMENT A—Exhibit I

Central Site—System Equipment

Customer:	Orange Co. Sheriff Dept.			-	-
Address:	320 N. Flower St. Cal_ID 5 th floor & ID 6 th floor			-	
City:	Santa Ana				
State:	CA				-
Zip:	92703			-	-
	-	-	-	-	-
Equipment Type	Model	Host Name / Dev. ID	Internal Configuration	Count	OS / Middleware / Appl. S/W
Sub-System		-	-	-	-
UP4800/790 (SC)	N4500-83F	ercose		4	-
-	-	-	EPU--(2 CPU-R10000)	8	-
-	-	-	5-GB Mem	4	-
-	-	-	4.29GB Hard Drive	2	-
-	-	-	4mm DAT tape Drive	2	-
-	-	-	CDROM drive	4	-
-	-	-	CGMT-525	4	-
-	-	-	Wide-SCSI Controller	9	-
-	-	-	1.44-FDD	4	-
-	-	-	100tx Network card	4	-
DLT-7000-Extabyte 18-d-7000	N7619-84	Dlt-1	-	4	-
DLT-7000-Extabyte 18-d-7000	N7619-84	Dlt-2	-	4	-
DLT-7000-Extabyte 18-d-7000	N7619-84	Dlt-3	"Leaner" from NEC@ Rancho	4	-
Wyse (CRT)	WY-65ES	-	-	4	-
Wyse Keyboard	-	-	-	4	-

48 Pin Printer	Oki 320Turbo	-	-	4	-
FMP	N7958-922	-	FMP-341A Cabinet Unit	4	-
-	FMP341	fmp #1	-	4	-
-	FMP341	fmp #2	-	4	-
-	FMP341	fmp #3	-	4	-
-	FMP341	fmp #4	-	4	-
Clarion RAID #1	C76615-F7B-Clarion Disk Array	Cabinet 1	20 x 9gb & 10 x 4gb (cabinet #100002866)	30	-
Clarion RAID #2	C76615-F7B-Clarion Disk Array	cabinet 2	80 x 9gb (cabinet #100002114)	80	-
Clarion RAID #3	C76615-F7B-Clarion Disk Array	cabinet 3	80 x 9gb (cabinet #100000956)	80	-
-	-	-	-	4	Unix (64bit)
-	-	-	-	4	Oracle
-	-	-	-	4	Tuxedo
-	-	-	-	4	AP (AFIS)
-	-	-	-	4	AIF server
-	-	-	-	4	NTM
-	-	-	-	4	Archive Server
Sub-System					
Ethernet Hub-24Ports	HP ProCurve 10/100 Hub	-	20-port Ethernet Switch Hub	4	-
Sub-System					
EWS4800/420 (SAS)	EWS320F	eesdsas		4	
			R4000-RISC-Processor	4	
			128mb-Memory	4	
			2gb-internal hdd	4	
			1.44-FDD	4	-
			24x-cdrom	4	-
Keyboard	N9832-47			4	-
Printer	NEC Silentwriter 1800		Customer Responsible	1	-
External 4mm Tape Drive	N7615-84			4	-
21in NEC-EWS Monitor	NEC-JC2147UMA 21" CRT			4	-
-	-	-	-	4	Unix (32bit)
-	-	-	-	4	Oracle
-	-	-	-	4	Tuxedo

	-	-	-	-	4	AIF server
Sub-System			-	-	-	-
	NTTC	Express5800 MC2400	eesdte01	PIII-550MHZ	2	
	-	-	-	384mb memory	4	
	-	-	-	Raid-5(3 x 9gb)	4	
	-	-	-	24x cdrom	4	
	-	-	-	1.44 floppy drive	4	
	-	-	-	USR EXternal modem 56k	4	
	15" A500 NEC Monitor	NEC JC1576UMA 21" CRT	-		4	-
	Keyboard	KB-8963	-	-	4	-
	Mouse	PS2 compatible	-	-	4	-
	-	-	-	-	4	NT-Server
	-	-	-	-	4	diskkeeper
	-	-	-	-	4	Nttc-VB2 Appl.
	-	-	-	-	4	NTTC-reports
	-	-	-	-	4	Pc-Anywhere
	-	-	-	-	4	Oracle-8
	-	-	-	-	4	Service Pack 4
Sub-System			-	-	-	-
	NTIPC	Express5800 MC2400	eesdipc01	PIII-550MHZ	2	
	-	-	-	256mb Memory	4	
	-	-	-	8gb hard drive-SCSI	4	
	-	-	-	24x cdrom	4	
	-	-	-	1.44 floppy drive	4	
	15" A500 NEC Monitor	NEC JC1576UMA 21" CRT	-		4	-
	Keyboard	KB-8963	-	-	4	-
	Mouse	PS2 compatible	-	-	4	-
	-	-	-	-	4	NT-Server
	-	-	-	-	4	NTIPC-Application
	-	-	-	-	4	FE-(Nttc_IPC)
	-	-	-	-	4	AC-(Nttc_IPC)
	-	-	-	-	4	Service Pack 4
	-	-	-	-	4	Pc-Anywhere

Sub-System		-	-	-	-
NTIPC	Express5800-MC2400	eesdipec02	PIII-550MHZ	2	
-	-	-	256mb-Memory	4	
-	-	-	8gb-hard-drive-SCSI	4	
-	-	-	24x-cdrom	4	
-	-	-	1.44 floppy drive	4	
15" A500-NEC-Monitor	NEC-JC1576UMA-21" CRT	-	-	4	
Keyboard	KB-8963	-	-	4	-
Mouse	PS2-compatible	-	-	4	-
-	-	-	-	4	NT-Server
-	-	-	-	4	NTIPC-Application
-	-	-	-	4	FE-(Ntte_IPC)
-	-	-	-	4	AC-(Ntte_IPC)
-	-	-	-	4	Service-Pack-4
-	-	-	-	4	Pc-Anywhere
Sub-System		-	-	-	-
FW-(FWV)	Powermate-8112H44M80N13	OCSDFW-04	PII-350MHZ	4	
-	-	-	128mb-Memory	4	
-	-	-	8gb-hard-drive-scsi	4	
-	-	-	24x-cdrom	4	
21" Lcd-Monitor	NEC-LCD2080UX+Bk-Monitor	-	-	4	
Keyboard	KB-8963	-	-	4	-
Mouse	PS2-compatible	-	-	4	-
Printer	NEC-Silentwriter-1800	-	Customer-Responsible	1	-
-	-	-	-	4	NT-WS
-	-	-	-	4	Oracle-Client8
-	-	-	-	4	Service-Pack-4.0
-	-	-	-	4	Pc-Anywhere
-	-	-	-	4	FW-V
-	-	-	-	4	Aware-WSQ
-	-	-	-	4	FW21
-	-	-	-	4	Printscreen
-	-	-	-	4	Archive-Browser

	-	-	-	-	4	IE6
Sub-System			-	-	-	-
FW (FWV)	NEC Powermate 8103H17M70	QCSDFW 02		PII-350MHZ	4	
	-	-	-	128mb Memory	4	
	-	-	-	8gb hard drive-scsi	4	
	-	-	-	24x-cdrom	4	
21 Lcd Monitor	NEC LCD2080UX+Bk Monitor	-		-	4	
Keyboard	KB-8963	-		-	4	-
Mouse	PS2-compatible	-		-	4	-
	-	-	-	-	4	NT-WS
	-	-	-	-	4	Oracle-Client8
	-	-	-	-	4	Service Pack 4.0
	-	-	-	-	4	Pc-Anywhere
	-	-	-	-	4	FW-V
	-	-	-	-	4	LEX
	-	-	-	-	4	Aware-WSQ
	-	-	-	-	4	FW21
	-	-	-	-	4	Printscreen
	-	-	-	-	4	Archive-Browser
	-	-	-	-	4	IE6
Sub-System			-	-	-	-
FW (FWT/L)	NEC Powermate 8111M70	QCSDFW 03		PII-350MHZ	4	
	-	-	-	128mb Memory	2	
	-	-	-	8gb hard drive-scsi	4	
	-	-	-	24x-cdrom	4	
21 Lcd Monitor	NEC LCD2080UX+Bk Monitor	-		-	4	
Keyboard	KB-8963	-		-	4	-
Mouse	PS2-compatible	-		-	4	-
Desktop Scanner	UmaxPowerlook 3	-		Customer Responsible	1	-
Printer	NEC Silentwriter 1800	-		Customer Responsible	1	-
	-	-	-	-	4	NT-WS
	-	-	-	-	4	IE6
	-	-	-	-	4	Service Pack 4.0

-	-	-	-	-	4	Pc-Anywhere
-	-	-	-	-	4	LEX
-	-	-	-	-	4	Aware-WSQ
-	-	-	-	-	4	FW21
-	-	-	-	-	4	Printscreen
-	-	-	-	-	4	Archive-Browser
Sub-System			-	-	-	-
FW (FWT/L)	NEC Powermate 8111M70	OCSDFW 04	PII-350MHZ		4	
-	-	-	128mb-Memory		2	
-	-	-	8gb-hard-drive-IDE		4	
-	-	-	24x-cdrom		4	
E1100-Monitor	NEC-JC2147UMA-21" CRT	-	-		4	
Keyboard	KB-8963	-	-		4	-
Mouse	PS2-compatible	-	-		4	-
NEC Latent Compact Scanner	N7950-931	-	-		4	-
Desktop Scanner	UmaxPowerlook 3	-	Customer Responsible		1	-
Printer	HPLaserjet P3005	-	Customer Responsible		1	-
-	-	-	-		4	NT-WS
-	-	-	-		4	IE6
-	-	-	-		4	Service Pack 4.0
-	-	-	-		4	Pc-Anywhere
-	-	-	-		4	LEX
-	-	-	-		4	Aware-WSQ
-	-	-	-		4	FW21
-	-	-	-		4	Printscreen
-	-	-	-		4	Archive-Browser
Sub-System			-	-	-	-
FW (FWT/L)	NEC Powermate 8111M70	OCSDFW 05	PII-350MHZ		4	
-	-	-	128mb-Memory		2	
-	-	-	8gb-hard-drive-IDE		4	
-	-	-	24x-cdrom		4	
21" Lcd-Monitor	NEC-LCD2080UX+Bk-Monitor	-	-		4	
Keyboard	KB-8963	-	-		4	

	Mouse	PS2-compatible	-	-	4	-
NEC	Latent Compact Scanner	N7950-931	-	-	4	-
	Desktop Scanner	ImagClear FC500 Scanner	-	Customer Responsible	1	-
	-	-	-	-	4	-
	-	-	-	-	4	NT-WS
	-	-	-	-	4	IE6
	-	-	-	-	4	Service Pack 4.0
	-	-	-	-	4	Pc Anywhere
	-	-	-	-	4	LEX
	-	-	-	-	4	Aware WSQ
	-	-	-	-	4	FW21
	-	-	-	-	4	Printscreen
	-	-	-	-	4	Archive Browser
	-	-	-	-	4	Aware WSQ PrintCard V2.0
	Sub-System		-	-	-	-
	UPS	Mge Comet UPS	-	Customer Responsible UPS Main unit	1	n/a
	-	-	-	Customer Responsible UPS Aux unit	1	n/a
	-	-	-	Customer Responsible UPS Battery Cabinet	1	n/a
			-	-	-	-

Central Site -- System Equipment						
Customer:	Orange Co. Sheriff Dept.			-	-	
Address:	320 N. Flower St. Cal_ID 5 th floor & ID 6 th floor			-		
City:	Santa Ana					
State:	CA					-
Zip:	92703			-	-	
	-	-	-	-	-	-
Equipment Type	Model	Host Name / Dev. ID	Internal Configuration	Count	OS / Middlewar e / Appl. SW	
Sub-System		-	-	-	-	-
Global Workstation	Dell Optiplex 990	OCWS04	Core i5-2500 / 3.30GHz	4		

				2GB, DDR3 SDRAM at 1333Mhz	4	
				250GB SATA hard drive (7200RPM)	4	
				16x DVD-ROM SATA	4	
				ATI Radeon X1300 / X1550 Video Card	4	
				PCI Spectrum Lite, interface card for Sony Camera	4	
Keyboard		Dell USB Entry Keyboard			4	
Mouse		Dell USB Optical Mouse			4	
					4	Windows XP SP3
					4	IE8
					4	Aware Accuprint Workstation
					4	NEC GWS-TL
					4	Printscreen
					4	Pcanywhere

Remote Site(s) Equipment List

Customer:	Anaheim PD			-	-
Address:	425 S. Harbor Blvd.			-	-
City:	Anaheim	-	-	-	-
State:	CA	-	Contract Type: 8x5	-	-
Zip:	92803	-		-	-
-	-	-		-	-
Equipment Type	Model	Host Name / Device ID	Internal Configuration	Count	OS / Middleware / Application - SAW
Sub-System	-	-	-	-	-
Equipment Type	Model	Node Name	Internal	Count	Software
FW (FWT/L)	NEC Powermate 8111M70	APDFW04	PII-350MHZ	4	
-	-	-	128mb Memory	2	
-	-	-	8gb hard drive-scsi	4	
-	-	-	24x-cdrom	4	
21" NEC E1100 Monitor	JC2147UMA	-	-	4	
Keyboard	KB-8963	-	-	4	
Mouse	PS2-compatible	-	-	4	-
NEC Latent Compact Scanner	N7950-934	-	-	4	-
Desktop-Scanner	UmaxPowerlook 3	-	Customer Responsible	1	-
Printer	1760-(NEC)	-	Customer Responsible	1	-
UPS	Umge Pulsar UPS	-	Customer Responsible	1	-
-	-	-	-	4	NT-WS
-	-	-	-	4	Service Pack 4.0
-	-	-	-	4	Pc Anywhere
-	-	-	-	4	LEX
-	-	-	-	4	Aware-WSQ
-	-	-	-	4	FW21
-	-	-	-	4	Printscreen
-	-	-	-	4	Archive-Browser
-	-	-	-	4	IE6
-	-	-	-	4	Aware-WSQPrintCard V2.0
-	-	-	-	-	-

Customer:	Buena Park PD			-	-
Address:	-6650 Beach Blvd.			-	-
City:	Buena Park	-	-	-	-
State:	CA	-	Contract Type: 8x5	-	-
Zip:	90620	-		-	-
	-	-	-	-	-
Equipment Type	Model	Host Name / Device ID	Internal Configuration	Count	OS / Middleware / Application / SAW
Sub-System	-	-	-	-	-
FW (FWT/L)	NEC Powermate 8111M70	BPPDF W04	PII-350MHZ	1	
-	-	-	128mb Memory	2	
-	-	-	8gb hard drive-IDE	1	
-	-	-	24x cdrom	1	
21" NEC E1100 Monitor	JC2147UMA	-	-	1	
Keyboard	KB-8963	-	-	1	
Mouse	PS2 compatible	-	-	1	-
NEC Latent Compact Scanner	N7950-934	-	-	1	-
Desktop Scanner	UmaxPowerlook 3	-	Customer Responsible	1	-
Printer	1760 (NEC)	-	Customer Responsible	1	-
UPS	Umge Pulsar UPS	-	Customer Responsible	1	-
-	-	-	-	1	NT-WS
-	-	-	-	1	Service Pack 4.0
-	-	-	-	1	Pc Anywhere
-	-	-	-	1	LEX
-	-	-	-	1	Aware-WSQ
-	-	-	-	1	FW21
-	-	-	-	1	Printscreen
-	-	-	-	1	Archive Browser
-	-	-	-	1	IE6
-	-	-	-	1	Aware-WSQPrintCard V2.0
	-	-	-	-	-

	-	-	-	-	-
Customer:	Costa Mesa PD			-	-
Address:	99 Fair Drive			-	-
City:	Costa Mesa	-	-	-	-
State:	CA	-	Contract Type: 8x5	-	-
Zip:	92626	-		-	-
	-	-	-	-	-
Equipment Type	Model	Host Name / Device ID	Internal Configuration	Count	OS / Middleware / Application / SAW
Sub-System	-	-	-	-	-
FW (FWT/L)	NEC Powermate 8111M70	GMPDF W04	PII-350MHZ	4	
			128mb Memory	2	
			8gb hard drive-scsi	4	
			24x-cdrom	4	
21" NEC E1100 Monitor	JC2147UMA			4	
Keyboard	KB-8963			4	
Mouse	PS2 compatible			4	
NEC Latent Compact Scanner	N7950-934			4	
Desktop Scanner	UmaxPowerlook 3		Customer Responsible	1	
Printer	1760 (NEC)		Customer Responsible	1	
UPS	Umge Pulsar UPS		Customer Responsible	1	
				4	NT-WS
				4	Service Pack 4.0
				4	Pc-Anywhere
				4	LEX
				4	Aware-WSQ
				4	FW21
				4	Printscreen
				4	Archive-Browser
				4	IE6
				4	Aware-WSQPrintCard V2.0
	-	-	-	-	-

	-	-	-	-	-
Customer:	Fountain Valley PD			-	-
Address:	10200 Slater Ave			-	-
City:	Fountain Valley	-	-	-	-
State:	CA	-	Contract Type: 8x5	-	-
Zip:	92708	-	-	-	-
-	-	-	-	-	-
Equipment Type	Model	Host Name / Device-ID	Internal Configuration	Count	OS / Middleware / Application SW
Sub-System	-	-	-	-	-
FW (FWT/L)	NEC Powermate CT	FVPDF W01	PIII-750MHZ	1	
			128mb Memory	2	
			8gb hard drive IDE	1	
			24x cdrom	1	
21" NEC FE1250 Monitor	JC22W71			1	
Keyboard	KB-8963			1	
Mouse	PS2-compatible			1	
NEC Latent Compact Scanner	N7950-931			1	
Printer	1800 (NEC)		Customer Responsible	1	
				1	NT-WS
				1	Service Pack 4.0
				1	Pc-Anywhere
				1	LEX
				1	Aware-WSQ
				1	FW21
				1	Printscreen
				1	Archive Browser
				1	IE6
				1	Aware-WSQPrintCard V2.0
-	-	-	-	-	-

	-	-	-	-	-
Customer:	Fullerton PD			-	-
Address:	237 W, Commonwealth Ave.			-	-
City:	Fullerton	-	-	-	-
State:	CA	-	Contract Type: 8x5	-	-
Zip:	92632	-	-	-	-
-	-	-	-	-	-
Equipment Type	Model	Host Name / Dev. ID	Internal Configuration	Count	OS / Middleware / Application SW
Sub-System	-	-	-	-	-
FW (FWT/L)	NEC Powermate 8111M70	FPDF W01	PII-350MHZ	4	
			128mb Memory	2	
			8gb hard drive-IDE	4	
			24x cdrom	4	
21" NEC E1100 Monitor	JC2147UMA			4	
Keyboard	KB-8963			4	
Mouse	PS2 compatible			4	
NEC Latent Compact Scanner	N7950-934			4	
Desktop Scanner	UmaxPowerlook 3		Customer Responsible	1	
Printer	1760 (NEC)		Customer Responsible	1	
UPS	Umge Pulsar UPS		Customer Responsible	1	
				4	NT-WS
				4	Service Pack 4.0
				4	Pc Anywhere
				4	LEX
				4	Aware WSQ
				4	FW21
				4	Printscreen
				4	Archive Browser
				4	IE6
				4	Aware WSQPrintCard V2.0
	-	-	-	-	-

Customer:	Garden Grove PD				
Address:	11301 Acacia Parkway				
City:	Garden Grove				
State:	CA		Contract Type: 8x5		
Zip:	92640				
Equipment Type	Model	Host Name / Device ID	Internal Configuration	Count	OS / Middleware / Application SAW
Sub-System					
FW (FWT/L)	NEC Powermate 8111M70	GGPDFW01	PII-350MHZ	4	
			128mb Memory	2	
			8gb hard drive-scsi	4	
			24x cdrom	4	
21" NEC E1100 Monitor	JC2147UMA			4	
Keyboard	KB-8963			4	
Mouse	PS2-compatible			4	
NEC Latent Compact Scanner	N7950-931			4	
Desktop Scanner	UmaxPowerlook 3		Customer Responsible	4	
Printer	1760 (NEC)		Customer Responsible	4	
UPS	Umge Pulsar UPS		Customer Responsible	4	
				4	NT-WS
				4	Service Pack 4.0
				4	Pc Anywhere
				4	LEX
				4	Aware-WSQ
				4	FW21
				4	Printscreen
				4	Archive Browser
				4	IE6
				4	Aware-WSQPrintCard V2.0

	-	-	-	-	-
Customer:	Huntington Beach PD			-	-
Address:	2000 Main St.			-	-
City:	Huntington Beach	-	-	-	-
State:	CA	-	Contract Type: 8x5	-	-
Zip:	92648	-		-	-
-	-	-		-	-
Equipment Type	Model	Host Name / Device ID	Internal Configuration	Count	OS / Middleware / Application / SW
Sub-System	-	-	-	-	-
FW (FWT/L)	NEC Powermate 8111M70	HBPWF W01	PII-350MHZ	1	
			128mb Memory	2	
			8gb hard drive-IDE	1	
			24x-cdrom	1	
21" NEC E1100 Monitor	JC21147UMA			1	
Keyboard	KB-8963			1	
Mouse	PS2-compatible			1	
NEC Latent Compact Scanner	N7950-931			1	
Desktop Scanner	UmaxPowerlook 3		Customer Responsible	1	
Printer	1760 (NEC)		Customer Responsible	1	
UPS	Umge Pulsar UPS		Customer Responsible	1	
				1	NT-WS
				1	Service-Pack 4.0
				1	Pc-Anywhere
				1	LEX
				1	Aware-WSQ
				1	FW21
				1	Printscreen
				1	Archive-Browser
				1	IE6
				1	Aware-WSQPrintCard V2.0

	-	-	-	-	-
Customer:	Irvine PD			-	-
Address:	1 Civic Center Plaza			-	-
City:	Irvine	-	-	-	-
State:	CA	-	Contract Type: 8x5	-	-
Zip:	92606	-	-	-	-
-	-	-	-	-	-
Equipment Type	Model	Host Name / Dev. ID	Internal Configuration	Count	OS / Middleware / Application SW
Sub-System	-	-	-	-	-
FW (FWT/L)	NEC Powermate 8111M70	IPDF W01	PII-350MHZ	1	
			128mb Memory	2	
			8gb hard drive-scsi	1	
			24x cdrom	1	
21" NEC E1100 Monitor	JC2147UMA			1	
Keyboard	KB-8963			1	
Mouse	PS2-compatible			1	
NEC Latent Compact Scanner	N7950-931			1	
Desktop Scanner	UmaxPowerlook 3		Customer Responsible	1	
Printer	1760 (NEC)		Customer Responsible	1	
UPS	Umge Pulsar UPS		Customer Responsible	1	
				1	NT-WS
				1	Service Pack 4.0
				1	Pc Anywhere
				1	LEX
				1	Aware WSQ
				1	FW21
				1	Printscreen
				1	Archive Browser
				1	IE6
				1	Aware WSQPrintCard V2.0
	-	-	-	-	-

	-	-	-	-	-
Customer:	Newport Beach PD			-	-
Address:	870 Santa Barbra Dr.			-	-
City:	Newport Beach	-	-	-	-
State:	CA	-	Contract Type: 8x5	-	-
Zip:	92660	-		-	-
	-	-	-	-	-
Equipment Type	Model	Host Name / Device ID	Internal Configuration	Count	OS / Middleware / Application SAW
Sub-System	-	-	-	-	-
FW (FWT/L)	NEC Powermate 8111M70	NBPDF W04	PII-350MHZ	4	
			128mb Memory	2	
			8gb hard drive-scsi	4	
			24x-cdrom	4	
21" NEC E1100 Monitor	JC2147UMA			4	
Keyboard	KB-8963			4	
Mouse	PS2-compatible			4	
NEC Latent Compact Scanner	N7950-934			4	
Desktop Scanner	UmaxPowerlook 3		Customer Responsible	1	
Printer	1760 (NEC)		Customer Responsible	1	
UPS	Umge Pulsar UPS		Customer Responsible	1	
				4	NT-WS
				4	Service Pack 4.0
				4	Pe Anywhere
				4	LEX
				4	Aware-WSQ
				4	FW21
				4	Printscreen
				4	Archive Browser
				4	IE6
				4	Aware-WSQPrintCard V2.0
	-	-	-	-	-

	-	-	-	-	-
Customer:	Orange PD			-	-
Address:	1107 N. Batavia Ave.			-	-
City:	Orange	-	-	-	-
State:	CA	-	Contract Type: 8x5	-	-
Zip:	92667	-	-	-	-
-	-	-	-	-	-
Equipment Type	Model	Host Name / Device-ID	Internal Configuration	Count	OS / Middleware / Application SW
Sub-System	-	-	-	-	-
FW (FWT/L)	NEC Powermate 8111M70	OPDFW01	PII-350MHZ	4	
-	-	-	128mb Memory	2	
-	-	-	8gb hard drive-scsi	4	
-	-	-	24x cdrom	4	
21" NEC E1100 Monitor	JC2147UMA	-		4	
Keyboard	KB-8963	-	-	4	
Mouse	PS2 compatible	-	-	4	-
NEC Latent Compact Scanner	N7950-934	-	-	4	-
Desktop Scanner	UmaxPowerlook 3	-	Customer Responsible	1	-
Printer	1760 (NEC)	-	Customer Responsible	1	-
UPS	Umge Pulsar UPS	-	Customer Responsible	1	-
-	-	-	-	4	NT-WS
-	-	-	-	4	Service Pack 4.0
-	-	-	-	4	Pc Anywhere
-	-	-	-	4	LEX
-	-	-	-	4	Aware WSQ
-	-	-	-	4	FW24
-	-	-	-	4	Printscreen
-	-	-	-	4	Archive Browser
-	-	-	-	4	IE6
-	-	-	-	4	Aware WSQPrintCard V2.0
-	-	-	-	-	-

	-	-	-	-	-
Customer:	Santa Ana PD			-	-
Address:	60 Civic Center Plaza M-96			-	-
City:	Santa Ana	-	-	-	-
State:	CA	-	Contract Type: 8x5	-	-
Zip:	92702	-	-	-	-
-	-	-	-	-	-
Equipment Type	Model	Host Name / Device ID	Internal Configuration	Count	OS / Middleware / Application -SW
Sub-System	-	-	-	-	-
FW (FWT/L)	NEC Powermate 8111M70	SAPDFW01	PII-350MHZ	1	
			128mb Memory	2	
			8gb hard drive- scsi	1	
			24x cdrom	1	
21" NEC E1100 Monitor	JC2147UMA		21" NEC E1100 Monitor	1	
Keyboard	KB-8963			1	
Mouse	PS2-compatible			1	
NEC Latent Compact Scanner	N7950-934			1	
Desktop Scanner	UmaxPowerlook 3		Customer Responsible	1	
Printer	1760 (NEC)		Customer Responsible	1	
UPS	Umge Pulsar UPS		Customer Responsible	1	
				1	NT-WS
				1	Service Pack 4.0
				1	Pc Anywhere
				1	LEX
				1	Aware-WSQ
				1	FW21
				1	Printscreen
				1	Archive Browser
				1	IE6
				1	Aware-WSQPrintCard V2.0

	-	-	-	-	-
Customer:	Westminster PD			-	-
Address:	8200 Westminster Ave			-	-
City:	Westminster	-	-	-	-
State:	CA	-	Contract Type: 8x5	-	-
Zip:	92683	-	-	-	-
-	-	-	-	-	-
Equipment Type	Model	Host Name / Device ID	Internal Configuration	Count	OS / Middleware / Application SAW
Sub-System	-	-	-	-	-
FW (FWT/L)	NEC Powermate 8111M70	WPDFW01	PII-350MHZ	1	
			128mb Memory	2	
			8gb hard drive-IDE	1	
			24x cdrom	1	
21" NEC E1100 Monitor	JC2147UMA		21" NEC E1100 Monitor	1	
Keyboard	KB-8963			1	
Mouse	PS2 compatible			1	
NEC Latent Compact Scanner	N7950-934			1	
Desktop Scanner	UmaxPowerlook 3		Customer Responsible	1	
Printer	1760 (NEC)		Customer Responsible	1	
UPS	Umge Pulsar UPS		Customer Responsible	1	
				1	NT-WS
				1	Service Pack 4.0
				1	Pc-Anywhere
				1	LEX
				1	Aware-WSQ
				1	FW21
				1	Printscreen
				1	Archive Browser
				1	IE6
				1	Aware-WSQPrintCard V2.0

b. ~~ATTACHMENT B, Pricing, is amended in its entirety as follows:~~

~~**ATTACHMENT B**~~

~~**Pricing**~~

<u>Item Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
Maintenance of Automated Fingerprint Identification System (Period 12 Months 12/13/2012 to 12/12/2013)	\$16,734.38/Month	\$200,812.56
Maintenance of Global Workstation (Period 38 Weeks 03/20/2013 to 12/12/2013)	\$114.23/Week	\$4,340.74
AFIS System Tuning/Record Removal	\$1.00 per record removal	

~~**Contract Value Not to Exceed \$250,000.00**~~

c. ~~ATTACHMENT C, Compensation and Pricing Provisions, Section 2, Payment Terms, is amended to read as follows:~~

~~**2. Payment Terms**~~

~~Invoices are to be submitted in monthly in arrears, unless otherwise directed in this Contract in accordance with Paragraph F, Acceptance/Payment and the monthly amount indicated in Attachment B, Pricing.~~

~~Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to County and verified and approved by the Sheriff Coroner Department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.~~

~~Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the Contract requirements. Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.~~

d. ~~Additional Terms and Conditions, Section 2, **Term of Contract**, is amended to read as follows:~~

~~1. **Term of Contract:**~~

~~This Contract shall commence upon execution of all necessary signatures, and continue in effect from 12/13/11 through and including 12/12/13, unless otherwise terminated by COUNTY. The period of 12/13/11 through and including 12/12/12 shall be known as Contract Number MA-060-12010709. The period of 12/13/12 through and including 12/12/13 shall be known as Contract Number MA-060-13010431. Contract is non-renewable.~~

a. Additional Terms and Conditions, Section 2, **Term of Contract**, is amended to read as follows:

1. **Term of Contract:**

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 12/13/11 through and including 12/12/14, unless otherwise terminated by either Party. The period of 12/13/11 through and including 12/12/12 shall be known as Contract Number MA-060-12010709. The period of 12/13/12 through and including 12/12/14 shall be known as Contract Number MA-060-13010431. Contract is non-renewable.

b. Effective December 13, 2013, ATTACHMENT B, Pricing, is amended by adding the following:

ATTACHMENT B

Pricing

<u>Item Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
<u>Maintenance of Automated Fingerprint Identification System (Period 12 Months - 12/13/2013 to 12/12/2014)</u>	<u>\$17,236.41/Month</u>	<u>\$206,836.94</u>
<u>Maintenance of Global Workstation (Period 12 Months - 12/13/2013 to 12/12/2014)</u>	<u>\$509.85/Month</u>	<u>\$6,118.20</u>

Contract Value Not to Exceed \$212,955.14

2. A true and correct copy of the ORIGINAL AGREEMENT (Contract Number MA-060-12010709) is attached hereto as Exhibit A and incorporated by this reference.
3. **A true and correct copy of AMENDMENT NUMBER ONE (Contract Number MA-060-13010431) is attached hereto as Exhibit B and incorporated by this reference.**
4. All other provisions of the ORIGINAL AGREEMENT, as amended by AMENDMENT NUMBER ONE, except as amended herein remain in full force and effect.

// //

// //

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~ONE~~ TWO to ORIGINAL CONTRACT MA-060-12010709.

*Contractor: NEC Corporation of America

By: _____ Title: _____

Print Name: _____ Date: _____

*Contractor: NEC Corporation of America

By: _____ Title: _____

Print Name: _____ Date: _____

*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. **In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.**

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel

by _____
Deputy

EXHIBIT A

ORIGINAL AGREEMENT (Contract Number MA-060-12010709)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-13010431)