

AMENDMENT NUMBER ~~ONE~~ TWO
TO
CONTRACT MA-060-13010457
BETWEEN THE
COUNTY OF ORANGE
AND
MORPHOTRAK LLC

This AMENDMENT NUMBER ~~ONE~~ TWO to Contract number MA-060-13010457 (hereinafter "AMENDMENT NUMBER ~~ONE~~ TWO") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and MorphoTrak LLC, (hereinafter "CONTRACTOR") with a place of business at 1250 N. Tustin Avenue, Anaheim, CA 92807, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract on December 18, 2012 for an Automated Biometric Identification System (ABIS), Contract Number MA-060-13010457 (hereinafter "ORIGINAL CONTRACT"), for a four (4) year term of December 18, 2012 through and including December 17, 2016, renewable for three (3) additional one-year terms; and

~~**WHEREAS**, COUNTY desires to insert approximately 5,400 file numbers into the ABIS as well as to increase the Contract dollar amount of \$7,077,184.00 by \$7,200.00 for a new not to exceed amount of \$7,084,384.00 and the CONTRACTOR has agreed to provide these goods/services at the rates set forth in the ORIGINAL CONTRACT and this AMENDMENT NUMBER ONE;~~

WHEREAS, the Sustainment Period under the ORIGINAL CONTRACT began with the expiration of the warranty, which occurred on January 26, 2016, and the COUNTY and CONTRACTOR desire to adjust the term of the contract to correspond with the expiration of the warranty, the COUNTY and CONTRACTOR desire to extend the ORIGINAL CONTRACT by forty (40) days; and

WHEREAS, the COUNTY and CONTRACTOR desire to renew and extend the ORIGINAL CONTRACT for one (1) year, forty (40) days as Contract Number MA-060-17010294 for the term of December 18, 2016 through and including January 26, 2018; and

WHEREAS, the COUNTY and CONTRACTOR desire to reduce the Contract dollar amount of \$7,084,384 to \$250,000 for the term of December 18, 2016 through and including January 26, 2018, as well as to modify Scope of Work Sustainment Sections to include additional services and the CONTRACTOR has agreed to provide these goods/services at the rates set forth in the ORIGINAL CONTRACT and 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.1, System Requirements Specification for the Orange County Automated Biometric Identification System, Section 3.2.1.2 WF01 Processing, Requirement ID # WF01ProcReq25 of the ORIGINAL CONTRACT, has been amended to add the following:~~

~~Insert approximately 5,400 file numbers into the ABIS~~

- b. ~~ATTACHMENT C, Compensation of the ORIGINAL CONTRACT, has been modified to add the following:~~

~~One time fee of \$7,200.00~~

- a. Additional Terms and Conditions, Section **Term of Contract**, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 12/18/2012 through and including 1/26/18, unless otherwise terminated by County. The period of 12/18/12 through and including 12/17/16 shall be known as Contract number MA-060-13010457. The period of 12/18/16 through and including 1/26/18 shall be known as Contract number MA-060-17010297. Contract may be renewed up two (2) additional one (1) year terms upon mutual agreement of both parties. The County does not have to give reason if it elects not to renew.

- b. ATTACHMENT A, Scope of Work, Section 3.4, **SUSTAINMENT**, of the ORIGINAL CONTRACT, is amended, in its entirety, to read as follows

3.4 SUSTAINMENT

The Contractor *shall* provide all upgrades to their deliverables whenever new Contractor product releases are introduced during the term of the Contract. The Contractor *shall* provide corrective maintenance at no additional cost to OCCL for any error, malfunction, or defect in Contractor supplied equipment, software, or documentation that, when used as delivered, fails to perform in accordance with Contractor's officially announced, written or published, technical specifications or the requirements of this contract through the term of the Contract.

In support of the ongoing investment in the system, contractor shall provide for one person designated by OCCL to attend the annual User's Conference in North America. Contractor shall provide for all costs related to conference registration, roundtrip travel for event, ground transportation to/from conference airport and conference hotel, hotel accommodations, and daily meals.

- c. ATTACHMENT A, Scope of Work, 3.4.1 **Preventative Maintenance**, of the ORIGINAL CONTRACT, is amended to add the following list of products to be maintained by Contractor:

3.4.1 Preventative Maintenance

The following table lists additional Products to be maintained:
(Equipment is subject to location change and Node Name re-assignment)

Product	Description	Location	Node Name	Qty
ADS	Advanced Data Server -SAN Storage Area Network	Orange County Sheriff's Office	OCCLADS001 OCCLADS002	2
Tape Library	Backup Server	Orange County Sheriff's Office	OCCLBUS001	1
DES	Data Exchange Server	Orange County Sheriff's Office	OCCLDES001	1
DPS	Data Processing Server	Orange County Sheriff's Office	OCCLDPS001 OCCLDPS002 OCCLDPS003	3
Domain Controller	Domain Controller	Orange County Sheriff's Office	OCCLDC001 OCCLDC002	2
Expert Workstation	Expert Workstation -Windows 7 Operating System -Flatbed Scanner, Epson V700 -Printers, C746 -UPS -DELL PC, Keyboard, Mouse, Monitor	Orange County Sheriff's Office	OCCLLEW001- OCCLLEW009 OCCLTEW001- OCCLTEW012	21
		Remote Sites: Anaheim Police Department Buena Park Police Department Costa Mesa Police Department Fountain Valley Police Department Fullerton Police Department Garden Grove Police Department Huntington Beach Police Department Irvine Police Department Newport Beach Police Department Orange Police Department Santa Ana Police Department Westminster Police Department	OCCLLEW021 OCCLLEW022 OCCLLEW023 OCCLLEW024 OCCLLEW025 OCCLLEW026 OCCLLEW027 OCCLLEW028 OCCLLEW029 OCCLLEW030 OCCLLEW031 OCCLLEW032	12
MBSS Matcher	Matcher -Server	Orange County Sheriff's Office	OCCLMBSS001- OCCLMBSS012	12
BatchScan Station	BatchScan Station -Card Scanner, Epson 10000XL	Orange County Sheriff's Office	OCCLBAT001	1
Mobile Gateway		Orange County Sheriff's Office		
WAS / Application Server		Orange County Sheriff's Office		2

- d. ATTACHMENT A, Scope of Work, 3.4.2 **Troubleshooting**, of the ORIGINAL CONTRACT, is amended to add the following Target Resolution Times service response:

3.4.2 Troubleshooting

The table below further defines the Target Resolution Times for various problem severity levels.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME	TARGET RESOLUTION TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

e. ATTACHMENT C, Section I, Compensation of the ORIGINAL CONTRACT, has been modified as follows:

The Sustainment Phase (i.e. maintenance period) shall begin upon completion of the warranty period and continue through the initial contract period and any executed renewals. Sustainment Phase payments are to be invoiced monthly in arrears in the amount of **\$16,644.00** per month.

Contract shall not exceed \$250,000 for the term of December 18, 2016 through and including January 26, 2018.

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-13010457) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number MA-060-13010457) is attached hereto as Exhibit B and incorporated by this reference.
4. All other provisions of the ORIGINAL CONTRACT, and AMENDMENT NUMBER ONE as amended by AMENDMENT NUMBER TWO, except as amended herein remain in full force and effect

- ~~2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-13010457) is attached hereto as Exhibit A and incorporated by this reference.~~
- ~~3. All other provisions of the ORIGINAL CONTRACT, 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 Contract Number MA-060-13010457.

***Contractor: MorphoTrak LLC**

By: _____ Title: _____
Print Name: _____ Date: _____

***Contractor: MorphoTrak LLC**

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.~~

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution 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: _____
Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

by _____
Deputy

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-13010457)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-13010457)