AMENDMENT NUMBER ~~ONE~~TWO
TO
CONTRACT MA-060-20010875
BETWEEN THE
COUNTY OF ORANGE
AND
NICHEVISION FORENSICS, LLC

This AMENDMENT NUMBER ~~ONE~~ TWO to Contract Number MA-060-20010875 (hereinafter "AMENDMENT NUMBER ~~ONE~~TWO") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff's Department (hereinafter "COUNTY") and NicheVision Forensics, LLC (hereinafter "CONTRACTOR") with a place of business at 526 S. Main St., Suite 714G, Akron, OH 44311 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for STRmix Probalistic Software on September 14, 2021, as Contract number MA-060-20010875 (hereinafter "ORIGINAL CONTRACT"), for a two (2) year term of January 1, 2020 through and including December 31, 2022 in a not to exceed amount of $127,812.50, renewable for two (2) additional one-year terms; and

WHEREAS, COUNTY and CONTRACTOR ~~desires to~~ renewed the ORIGINAL CONTRACT on December 6, 2022 for a one (1) year term of January 1, 2023 through and including December 31, 2023 as Contract Number MA-060-22010470, as well as modif~~y~~ied ATTACHMENT A, Scope of Work, Section 4. Training, Support, Maintenance, and Upgrades, and ATTACHMENT B, Compensation and Pricing Provisions, Section 2. Fees and Charges of the ORIGINAL CONTRACT in a not to exceed amount of $38,437.50, ~~and the CONTRACTOR has agreed to continue to provide those goods/services at the rates set forth in the ORIGINAL CONTRACT and this~~(hereinafter "AMENDMENT ONE");

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of January 1, 2024 through and including December 31, 2024 as Contract Number MA-060-22010470, as well as modify ATTACHMENT A, Scope of Work, to add the DBLR software system annual maintenance, and ATTACHMENT B, Compensation and Pricing Provisions, Section 2. Fees and Charges of the ORIGINAL CONTRACT in a not to exceed amount of $46,160,00 and the CONTRACTOR has agreed to continue to provide those goods/services at the rates set forth in the ORIGINAL CONTRACT and this AMENDMENT ONE;

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

1.   ARTICLES

    a.   Additional Terms and Conditions, Section 2, 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 1/1/2020 through and including 12/31/202~~3~~4, unless otherwise terminated by COUNTY.

b. Additional Terms and Conditions, Section 3 – Renewal, of the ORIGINAL CONTRACT is amended in its entirety as follows:

3. Renewal:

This Contract may <u>not</u> be renewed<u>.</u> ~~by mutual written agreement of both Parties for a one (1) year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.~~

<u>c.</u> Attachment A, Scope of Work~~, Section 4. Training, Support, Maintenance, and Upgrades~~ of the ORIGINAL CONTRACT is amended in ~~part~~ <u>its entirety</u> as follows:

ATTACHMENT A

Scope of Work

A. Contractor shall provide the County with STRmix Probabilistic Genotyping DNA Analysis System Software ("STRmix Software") and Database Likelihood Ratio ("DBLR Software") Updates. STRmix Software and DBLR shall include all new point and major version releases at no additional cost to County.

1. The STRmix Software shall have the following capabilities:
   • Fully continuous probabilistic approach for DNA profile interpretation
   • Deconvolution of mixtures containing up to four (4) contributors
   • Ability to condition mixtures on known reference samples
   • Use of laboratory specific parameters such as analytical thresholds, allele frequency databases, theta values, probability of drop in, and peak variability to develop analysis methods
   • Complete system transparency in all statistical methods by providing the formula used within peer reviewed publications
   • Allow modeling of allele-specific or locus-specific stutter
   • Ability to compare mixed DNA profiles directly against databases of known individuals to generate matches
   • Engineered to allow for the addition of any new Forensic autosomal STR DNA typing kit types, allele frequency databases, and sub populations
   • The ability to vary the number of contributors in Hp and Hd when calculating an LR from a varNOC run
   • Report results in such a manner that OC Crime Lab (OCCL) Forensic Scientists will be able to testify in court regarding the mechanism to which results are produced by the Software.
   • Compatibility with the latest Microsoft Windows Operating Systems

2. The DBLR Software shall have the following capabilities:
   • Designed for the fast calculation of likelihood ratios (LRs) using either single-source profiles or STRmix deconvolutions.
   • Direct comparison of one or more components of a forensic DNA profile to a database of known individuals (i.e. "Who contributed to the profile?")
   • Direct matching of profiles between databases of known individuals (by counting matching and non-matching alleles)
   • Familial searching (i.e. "Is there a relative of the donor in the database?")
   • Determine the DNA profile(s) of the most likely contributor(s) to a profile
   • Examine whether two or more DNA profiles could share one or two common donor(s) (mixture to mixture comparison)
   • Search the genotypes of a queried contributor against a profile database under the assumption that two or more DNA profiles share a common donor (common donor searching)

• Engineered to allow for the addition of any new Forensic autosomal STR DNA typing kit types, allele frequency databases, and sub populations
• Assign LRs for single-source profiles and mixtures within user-defined pedigrees, including incestuous scenarios
• Manage automated searches for one or more DNA profiles against one or more databases of known individuals.
• Compatible with STRmix version 2.3 and later.
• Statistical methods are explained in peer reviewed publications.
• Compatibility with the latest Microsoft Windows operating system.

3. Training, Support, Maintenance, and Upgrades:
• Contractor shall provide a maintenance and upgrade plan that includes all new point and major version releases at no additional charge.
• All technical support necessary to install and operate the new software versions and updates, including expert resolution of general STRmix and DBLR Scientific Support questions.
• Scientific support includes trouble shooting, case specific queries, general email queries and advice, but excludes validation, platform upgrade or version upgrade support.

4. Requirement:
• Once Contractor's software is installed by County's OCCL personnel, the software must be able to meet County's specifications listed above and shall perform to the specifications advertised by the manufacturer.

B. Delivery Locations:
Update delivers electronically shall be sent to County at the following email address: sguluzian@ocsheriff.gov

A. Training, Support, Maintenance, and Upgrades:
• Contractor shall provide a maintenance and upgrade plan that includes all new point and major version releases at no additional charge.
• All technical support necessary to install and operate the new software versions and updates, including expert resolution of general STRmix Scientific Support questions for a 12-month period from 1/1/2023 to 12/31/2023.
• Scientific support includes trouble shooting, case specific queries, general email queries and advice, but excludes validation, platform upgrade or version upgrade support.

c.d.   Attachment B, Compensation and Pricing Provision, Section 2. Fees and Charges of the ORIGINAL CONTRACT is amended in part as follows:

Line No.	QTY.	Item No.	Description	Unit	Price	Extended Price
1	10	STR-AM	STRmix Annual Upgrade and Maintenance – Includes all new point and major version releases as well as expert resolution of general STRmix Scientific Support questions for a 12 month period from 1/1/20234 to 12/31/20234. Scientific support includes trouble shooting, case specific queries, general email queries and advice, but excludes validation, platform upgrade or version upgrade support.	Each	$3,843.75 4,040.00	$38,437.50 40,400.00
2	5	DB-AM	DBLR Annual Maintenance – All new point and major version releases as they are released, as well as advice and expert resolution of general DBLR email queries (excluding validation support) at no additional charge for a 12 month period (1/1/2024 through 12/31/2024)		$1,152.00	$5,760.00
			Sales Tax (electronically download)			$0.00

Contract shall not exceed $38,437.5046,160.00 for the term of 1/1/20234 through and including 12/31/20234.

2.   All other provisions of the ORIGINAL CONTRACT, AMENDMENT NUMBER ONE, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER ONETWO, remain unchanged and in full force and effect.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER ~~ONE~~ TWO to ORIGINAL CONTRACT MA-060-20010875

Contractor*: NicheVision Forensics, LLC

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

Contractor*: NicheVision Forensics, LLC

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

*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