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File No.: C013777

AMENDMENT NUMBER ONE TWO
TO
CONTRACT MA-060-21010542
BETWEEN THE
COUNTY OF ORANGE
AND
COMPUTER DEDUCTIONS, INC.

This AMENDMENT NUMBER ONE TWO to Contract Number MA-060-21010542 (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 Computer Deductions, Inc. (hereinafter "CONTRACTOR") with a place of business at 8660 Greenback Lane, Suite 210, Orangevale, CA. 95662 is made and entered upon execution of all necessary signatures.

# **RECITALS:**

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services on November 18, 2020, for a two (2) year term of December 1, 2020 through and including November 30, 2022 in a not to exceed amount of \$1,472,048, renewable for three (3) additional one-year terms (hereinafter "ORIGINAL CONTRACT"); and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of December 1, 2022 through and including November 30, 2023 in a not to exceed amount of \$736,024 and the CONTRACTOR has agreed to continue to provide those goods/services at the rates set forth in the ORIGINAL CONTRACT:

WHEREAS, CONTRACTOR provided a replacement Unisys Dorado Mainframe server, including Hardware and Software (OS) and associated Extended Maintenance and Support, Unisys Implementation, and CDI Professional Services ("Dorado Server Upgrade"), in the amount of \$804,107; and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of December 1, 2023 through and including November 30, 2024 in a not to exceed amount of \$641,961.00.00 and to amend Attachment A, Scope of Work and Attachment B, Compensation and Pricing Provisions in their entirety, and the CONTRACTOR has agreed to continue to provide those goods/services at the rates set forth in the ORIGINAL CONTRACT;

WHEREAS, CONTRACTOR has requested that full payment be made directly to Unisys Corp, as the OEM /supplier of the Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services;

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:

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#### 2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 12/1/2020 through and including 11/30/2023 11/30/2024, 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 be renewed by mutual written agreement of both Parties for two (2) One (1) additional one (1) year terms. 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.

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

Contract shall not exceed \$736,024 for the term of 12/1/2022 through and including 11/30/2023.

c. Attachment A, Scope of Work is amended in its entirety to read as follows:

# I. Purpose

This Scope of Work defines the work to be performed by the Contractor responsible for the Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services for two (2) servers, one (1) at the Sheriff-Coroner Department (Sheriff's) Jail and Warrants System located in the Sheriff's data center, 320 N. Flower St., Santa Ana, CA 92703, and one (1) located at California Department of Justice (DOJ), 4949 Broadway, Sacramento, CA 95820. This extended maintenance and support services is crucial in maintaining vital applications and databases for data capturing, accessibility, and tracking within the following areas: automatic jail system (AJS), automatic warrant services system (AWS), local arrest records system (LARS), departmental report indexes (DRI), juvenile contact index (JCI), and message switcher system.

The Contractor shall be responsible for furnishing all personnel, equipment, material, supplies, support, and management and shall perform all functions necessary to maintain the hardware and software of the Sheriff's Jail and Warrants System Server and DOJ Server as set forth in this Scope of Work.

# II. Contractor shall provide County the following:

- a. Support Center Services: Contractor shall provide assistance by electronic or voice communication to resolve problems with either hardware or software. Contractor shall also provide corrections (e.g., updates, patches, error notifications, etc.) to known problems through off-site and on-site service.
  - 1. Software On-Call Support: Contractor shall provide on-site support if County determines that a software problem remains unresolved and on-site assistance is

required.

- 2. Electronic On-Site Services: Contractor shall allow Support Center to receive system data from site and perform remote failure analysis.
- 3. Support Center Guaranteed Response: Contractor shall have a client service representative on site within four (4) hours after receiving any non-emergency call from the County. Contractor shall have a client service representative on site within one (1) hour after receiving any call determined by the County to be an emergency. Support is to be provided on a 24 x 7 (24 hours a day, 7 days a week) basis.
- b. Essential Engineering Changes: Contractor shall provide changes for safety purposes as determined by the County, to be essential to the operation of equipment.
- c. User Communication Services: Contractor shall provide a means to quickly and efficiently report suspected software problems or suggest new features to future releases of program products.
- d. Hardware Replacement, Repairs and Break-Fix.
- e. Hardware Code Fix.
- f. Software Errors and Updates.
- g. Software Licensing, including remedying any issues therewith.
- h. Maintenance Level (HW Hardware and SW-Software) 24 x 7 (24 hours a day, 7 days a week) support with 4 hour response time (and 1 hour emergency response time) for two (2) years for the equipment listed in section below.
- i. Contractor must retain certification as a Unisys Value Added Reseller (VAR).

# III. Hardware and Software

Extended maintenance and support services shall include all hardware, software and incidental tools or equipment required to provide a fully functional Sheriff's Jail and Warrants System Server and California Department of Justice (DOJ) Server. Extended warranty and maintenance shall be for the following hardware and software:

Qty	Style	Description			
Conf	Configuration: OCSD – D4580 Software Extension 12Mo				
Software					
1	DOR4580 SW	Dorado 4580 HA System - SW			
1	CSS2458019-001	IOE:Dorado 4580 GP SW REL 19 - 10 MIPS Base			
5	CMS2458019-001	IOE:Dorado 4580 GP - Addl 10 MIPS to 10 MIPS Base			
1	CSL24580-006	IE:Dorado 4580 GP Image Enabler 60 MIPS			
1	CSP2120-BSL	SYS MGT:TQ BASELINE ABS			
1	CS2020-BSL	OS 2200 Baseline Group 20 License			
1	CSP2120-MSM	SYS MGT:TQ MSMANAGER			

1	CS2020-MSM	OS 2200 MSManger Group 20 License		
1	CSW20-SAU	SYS MGT:TQ SAUTILITIES		
1	CS20-SAU	OS 2200 SAUtilities License		
1	CSP2120-FOR	CMPLR:FORTRAN ASCII MX		
1	CSP2120-FTX	COM SW:CPFTP		
1	CSP2120-OCB	CMPLR: UCS COBOL 85 (UCOB) Group 20		
1	CSP2120-ASC	CMPLR:COBOL ASCII MX		
1	CSP2120-DFP	CMPLR:DFP MX		
1	CSP2120-DDP	COM SW:DDP-FJT MX		
1	CSW20-BLD	UTIL SW:BUILD CPX		
1	CSP2120-DMQ	DATAMGT:NET DB W/ OPEN ACCESS		
1	CSP2120-SMN	SYS MGT:TQ SIMAN		
1	CS2020-SMN	OS 2200 SIMAN Group 20 License		
1	CSP2120-CUL	SYS MGT:TQ CULL		
1	CS2020-CUL	OS 2200 CULL Group 20 License		
1	CSP2120-IAC	SYS MGT:TQ IACULL		
1	CS2020-IAC	OS 2200 IAC Group 20 License		
1	CSP2120-LA1	SYS MGT:LA MX		
1	CS2020-LA1	OS 2200 LA Group 20 License		
1	CSP2120-MSR	SYS MGT:MSAR MX		
1	CS2020-MSR	OS 2200 MSAR Group 20 License		
1	CSP2120-OSM	SYS MGT:OSAM MX		
1	CS2020-OSM	OS 2200 OSAM Group 20 License		
SSU		•		
1	CSU24580-001	SUBSCRN:Dorado 4580 GP - 10 MIPS Base Rate		
5	CMU24580-001	SUBSCRN:Dorado 4580 GP - Addl 10 MIPS to 10 MIPS Base		
Softw	vare Maintenance			
1	Year 1	Maintenance Level (HW and SW), 24x7 4-Hour response		
Conf	iguration: EOM – DDU SS	SU & Maint Extension 12Mo		
Softw	vare			
1	DSS2150-ENT	FILE MGT:EOM 15 Enterprise Edition		
1	DSS5150-ADM	FILE MGT:EOM 15 DDA Designer/Web Assistant		
SSU				
1	DSU200-ENT	SUBSCRN: EOM ENTERPRISE EDITION SUBSCRIPTION		
1	DSU500-ADM	SUBSCRN: EOM DDA DESIGNER/WEB ASSISTANT		
		SUBSCRIPTION		
Softw	vare Maintenance			
1	Year 1	Maintenance Level (HW and SW), 24x7 4-Hour response		
Configuration: DOR4580 HW Renewal				
Hardware				
1	FCH9640431-PCE	PCIe x8 16Gb 4-Port LC FC HBA (LPe31004)		
1	FCH9640431-PCE	PCIe x8 16Gb 4-Port LC FC HBA (LPe31004)		
6	PWR81601-DOM	LINE CORD NEMA L6-20P		
1	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC		
1	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA		
1	DSH600015-TBT	CABLE:TW PAR 10BAST,15M		
1	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-T4)		
1	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-T4)		

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	1 (0) (0) (1) (0)	DYGDY AVAGED 1	
1	MON21901-LCD	DISPLAY:22 Black	
1	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC	
1	DSH600015-TBT	CABLE:TW PAR 10BAST,15M	
1	FCH9640431-PCE	PCIe x8 16Gb 4-Port LC FC HBA (LPe31004)	
1	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-T4)	
6	PWR81601-STV	G2 Power Strip, 8 sockets; 16 AMP	
1	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC	
1	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA	
1	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA	
1	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA	
1	DOR1-WS	WRKST: OS 2200 Platform Workstation	
1	CPF4221-CAB	ClearPath Forward G2 Cabinet, Doors, Power Strips	
1	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-T4)	
1	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC	
1	DOR4580	Dorado 4580 HA System with one OS 2200 Partition	
16	CBL17104-5	Cable: 5M Fiber OM4 10GbE 50/125 LC-LC	
16	CBL10-C6A	CBL, Ethernet, CAT 6A, 100/1000 RJ45, 10M	
1	FCH9640431-PCE	PCIe x8 16Gb 4-Port LC FC HBA (LPe31004)	
1	MON21901-LCD	DISPLAY:22 Black	
4	LCP12510-USC	PWR CORD - US/CANADA 125V	
1	DOR4580	Dorado 4580 HA System with one OS 2200 Partition	
1	DOR1-WS	WRKST: OS 2200 Platform Workstation	
Softw	Software		
2	WND2019016-STB	Windows Server 2019 STD OEM 16-core English DVD	
Hard	Hardware Maintenance		
1	Year1	Maintenance Level (HW and SW), 24x7 4-Hour response	
Softw	vare Maintenance		
1	Year1		
_			

# IV. Delivery Locations

a. Contractor shall coordinate all services with County's project manager at the following locations:

County of Orange

Sheriff-Coroner Department/Technology Division - Information Services Bureau

320 N. Flower Street, 3rd Floor

Santa Ana, CA 92703 Attn: Dorian Baxter

Email: dbaxter@ocsheriff.gov

(714) 834-6706

- b. Contractor's personnel shall comply with all County requirements regarding the wearing of personal protective equipment (PPE) while on site.
- d. Attachment B, Compensation and Pricing Provision, Section 2. Fees and Charges of the ORIGINAL CONTRACT is amended in its entirety to read as follows:

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- F. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:
  - a. County shall pay the following fees for Dorado Mainframe Hardware and Software (OS) Extended Maintenance and Support Services.

Qty	Style	Description	<b>Unit Price</b>	Ext Price	
Confi	guration: OCSD – D4	580 Software Extension 12Mo	<b>Grand Total</b>	593,488.00	
Software					
1	DOR4580 SW	Dorado 4580 HA System - SW			
1	CSS2458019-001	IOE:Dorado 4580 GP SW REL 19 - 10	42,325	42,325	
		MIPS Base			
5	CMS2458019-001	IOE:Dorado 4580 GP - Addl 10 MIPS to	42,325.20	211,626	
		10 MIPS Base			
1	CSL24580-006	IE:Dorado 4580 GP Image Enabler 60	71,568	71,568	
		MIPS			
1	CSP2120-BSL	SYS MGT:TQ BASELINE ABS	0	0	
1	CS2020-BSL	OS 2200 Baseline Group 20 License	6,116	6,116	
1	CSP2120-MSM	SYS MGT:TQ MSMANAGER	0	0	
1	CS2020-MSM	OS 2200 MSManger Group 20 License	3,375	3,375	
1	CSW20-SAU	SYS MGT:TQ SAUTILITIES	0	0	
1	CS20-SAU	OS 2200 SAUtilities License	2,740	2,740	
1	CSP2120-FOR	CMPLR:FORTRAN ASCII MX	10,458	10,458	
1	CSP2120-FTX	COM SW:CPFTP	12,857	12,857	
1	CSP2120-OCB	CMPLR: UCS COBOL 85 (UCOB)	8,963	8,963	
		Group 20			
1	CSP2120-ASC	CMPLR:COBOL ASCII MX	11,952	11,952	
1	CSP2120-DFP	CMPLR:DFP MX	1,046	1,046	
1	CSP2120-DDP	COM SW:DDP-FJT MX	6,723	6,723	
1	CSW20-BLD	UTIL SW:BUILD CPX	52	52	
1	CSP2120-DMQ	DATAMGT:NET DB W/ OPEN	10,392	10,392	
		ACCESS			
1	CSP2120-SMN	SYS MGT:TQ SIMAN	0	0	
1	CS2020-SMN	OS 2200 SIMAN Group 20 License	9,323	9,323	
1	CSP2120-CUL	SYS MGT:TQ CULL	0	0	
1	CS2020-CUL	OS 2200 CULL Group 20 License	986	986	
1	CSP2120-IAC	SYS MGT:TQ IACULL	0	0	
1	CS2020-IAC	OS 2200 IAC Group 20 License	1,378	1,378	
1	CSP2120-LA1	SYS MGT:LA MX	0	0	
1	CS2020-LA1	OS 2200 LA Group 20 License	4,254	4,254	
1	CSP2120-MSR	SYS MGT:MSAR MX	0	0	
1	CS2020-MSR	OS 2200 MSAR Group 20 License	3,362	3,362	
1	CSP2120-OSM	SYS MGT:OSAM MX	0	0	
1	CS2020-OSM	OS 2200 OSAM Group 20 License	4,855	4,855	
SSU					
1	CSU24580-001	SUBSCRN:Dorado 4580 GP - 10 MIPS	7,936	7,936	
		Base Rate			

# Attachment B

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5	CMU24580-001	SUBSCRN:Dorado 4580 GP - Addl 10	10,172.60	50,863
Softwa	are Maintenance	MIPS to 10 MIPS Base		
1	Year 1	Maintenance Level (HW and SW), 24x7 4-Hour response	110,337.00	110,337.00
Confi	uration: EOM – DDI	USSU & Maint Extension 12Mo		7,547.00
Softwo	C	A DEC WITHING LINE IN THE PROPERTY OF THE PROP		7,617100
1	DSS2150-ENT	FILE MGT:EOM 15 Enterprise Edition	0.00	0.00
1	DSS5150-ADM	FILE MGT:EOM 15 DDA Designer/Web Assistant	0.00	0.00
SSU				
1	DSU200-ENT	SUBSCRN: EOM ENTERPRISE EDITION SUBSCRIPTION	2,838.00	2,838.00
1	DSU500-ADM	SUBSCRN: EOM DDA DESIGNER/WEB ASSISTANT SUBSCRIPTION	1,249.00	1,249.00
Softwo	are Maintenance			
1	Year 1	Maintenance Level (HW and SW), 24x7 4-Hour response	3,460.00	3,460.00
Confi	guration: DOR4580 H	W Renewal		40,926.00
Hardy	vare			
1	FCH9640431-PCE	PCIe x8 16Gb 4-Port LC FC HBA (LPe31004)	0.00	0.00
1	FCH9640431-PCE	PCIe x8 16Gb 4-Port LC FC HBA (LPe31004)	0.00	0.00
6	PWR81601-DOM	LINE CORD NEMA L6-20P	0.00	0.00
1	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC	0.00	0.00
1	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA	0.00	0.00
1	DSH600015-TBT	CABLE:TW PAR 10BAST,15M	0.00	0.00
1	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-T4)	0.00	0.00
1	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-T4)	0.00	0.00
1	MON21901-LCD	DISPLAY:22 Black	0.00	0.00
1	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC	0.00	0.00
1	DSH600015-TBT	CABLE:TW PAR 10BAST,15M	0.00	0.00
1	FCH9640431-PCE	PCIe x8 16Gb 4-Port LC FC HBA (LPe31004)	0.00	0.00
1	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-T4)	0.00	0.00
6	PWR81601-STV	G2 Power Strip, 8 sockets; 16 AMP	0.00	0.00
1	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC	0.00	0.00
1	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA	0.00	0.00
1	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA	0.00	0.00
1	CFC416-GB	CPF Quad port 16Gb Fiber Channel HBA	0.00	0.00
1	DOR1-WS	WRKST: OS 2200 Platform Workstation	0.00	0.00
1	CPF4221-CAB	ClearPath Forward G2 Cabinet, Doors, Power Strips	0.00	0.00

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1	ETH9330422-PCE	PCIe 4 port 1Gb Ethernet Copper (i350-	0.00	0.00	
		T4)			
1	CFE41-GB	CPF Quad-port 1Gb Copper Ethernet NIC	0.00	0.00	
1	DOR4580	Dorado 4580 HA System with one OS	0.00	0.00	
		2200 Partition			
16	CBL17104-5	Cable: 5M Fiber OM4 10GbE 50/125 LC-	0.00	0.00	
		LC			
16	CBL10-C6A	CBL, Ethernet, CAT 6A, 100/1000 RJ45,	0.00	0.00	
		10M			
1	FCH9640431-PCE	PCIe x8 16Gb 4-Port LC FC HBA	0.00	0.00	
		(LPe31004)			
1	MON21901-LCD	DISPLAY:22 Black	0.00	0.00	
4	LCP12510-USC	PWR CORD - US/CANADA 125V	0.00	0.00	
1	DOR4580	Dorado 4580 HA System with one OS	0.00	0.00	
		2200 Partition			
1	DOR1-WS	WRKST: OS 2200 Platform Workstation	0.00	0.00	
Softwa	are				
2	WND2019016-STB	Windows Server 2019 STD OEM 16-core	0.00	0.00	
		English DVD			
Hardw	Hardware Maintenance				
1	Year1	Maintenance Level (HW and SW), 24x7	40,330.00	40,330.00	
		4-Hour response			
Software Maintenance					
1	Year1		597.00	597.00	

Includes cost of software license. All freight, delivery, shipping and handling charges are included in the unit cost. All prices are F.O.B. destination.

# Contract shall not exceed \$736,024.00 for the term of 12/1/2023 through and including 11/30/2024.

Assignment of Payment:

Payment shall be made directly to Unisys, as the OEM /supplier of the Dorado Server Upgrade, either by mailing the check to UNISYS CORPORATION 29504 NETWORK PLACE, CHICAGO, IL 60673-1295, or by sending the payment by wire transfer according to the following wire instructions:

BANK: JP Morgan Chase

Bank A/C Name:

UNISYS CORP A/C NO:

200255229 SWIFT CODE: CHASUS33 ABA NO:021000021

Attn: Joy Cummando Unisys Credit & Collections Ph: 877-250-6661.

2. All other terms and conditions in this Contract remain unchanged and with full force and effect.

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER ONE TWO to ORIGINAL CONTRACT MA-060-21010542. Contractor\*: Computer Deductions, Inc. By: Title: Print Name: Date: Contractor\*: Computer Deductions, Inc. 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

Deputy

By: \_\_\_\_\_