



County of Santa Clara

Office of the County Executive
Procurement Department

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San Jose, CA 95131-1040
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SIXTH AMENDMENT TO AGREEMENT 5500001918 BY AND BETWEEN THE COUNTY OF SANTA CLARA AND COMPUTER DEDUCTIONS, INC.

This is the Sixth Amendment to the Agreement between the County of Santa Clara (County) and Computer Deductions, Inc. (CONTRACTOR) entered into on February 1, 2010 to provide software maintenance services for the County.

This Agreement is amended as follows effective December 1, 2015:

1. Key Provision, **AGREEMENT TERM**, on page 1 of the Agreement is revised to read: "This Agreement commences on February 1, 2010 and expires on January 31, 2017, unless terminated earlier or otherwise amended."
2. Key Provision, **TOTAL VALUE**, is revised to read: "CONTRACTOR is entitled to reimbursement for actual allowable expenditures subject to the provisions of this Agreement, not to exceed \$94,522.50, which represents an increase of \$27,000 from the prior not to exceed amount of \$67,522.50."
3. Add **EXHIBIT F, SCOPE OF WORK**, attached hereto and incorporated herein by this reference.
4. Replace Exhibit C5, Price Summary and Contacts, with **EXHIBIT C6, PRICE SUMMARY AND CONTACTS**, attached hereto and incorporated herein by this reference.
5. Paragraph # 65, 66 and 67, in Exhibit A, **COUNTY OF SANTA CLARA STANDARD TERMS AND CONDITIONS FOR AGREEMENT FOR GOODS AND RELATED SERVICES**, are added to read.

65. PAYMENT

The County's standard payment term shall be Net 45, unless otherwise agreed to by the parties. Payment shall be due Net 45 days from the date of receipt and approval of correct and proper invoices.

Notwithstanding the standard payment term set forth above, the parties agree that the Payment Term for this Agreement shall be the term set forth in the Key Provisions section of the Agreement above. If the Payment Term is a prompt payment discount term, then payment shall be made accordingly. For example, if the Payment Term is 2.25% 10 Net 45, payment shall be due 10 days from the date the County receives and approves the correct and proper invoice, but no later than 45 days from that date, and the County would take a discount of 2.25% of the total amount of the invoice if the payment is made in 10 days. The parties also agree that notwithstanding the Payment Term set forth in the Key Provisions section of the Agreement, that at any time during the contract term, either party may initiate an early payment discount on an invoice-by-invoice basis utilizing the Dynamic Discounting

Sixth Amendment to Agreement 5500001918
Between the County of Santa Clara and Computer Deductions, Inc.

Board of Supervisors: Mike Wasserman, Dave Cortese, Ken Yeager, S. Joseph Simitian
County Executive: Jeffrey V. Smith

functionality of the Ariba Network. Contractor must have a registered account on the Ariba Network to utilize this functionality.

Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

66. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

67. WAGE THEFT PREVENTION

(1) Compliance with Wage and Hour Laws: Contractor, and any subcontractor it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

(2) Final Judgments, Decisions, and Orders: For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

(3) Prior Judgments against Contractor and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT—THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.

(4) Judgments During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Contractor or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed, Contractor must inform the Office of the County Executive-Countywide Contracting, no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision or order. Contractor and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-Countywide Contracting with documentary evidence of compliance with the final judgment, decision or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Contractor to enter into an agreement with the County regarding the manner in which any such final judgment, decision or order will be satisfied.

(5) County's Right to Withhold Payment: Where Contractor or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Contractor until such judgment, decision, or order has been satisfied in full.

(6) Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.



(7) Notice to County Related to Wage Theft Prevention: Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—Countywide Contracting; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the original Agreement and this Amendment, this Amendment controls.

Prepared and administered by: Jennifer Ngo, Buyer III at (408) 491-7435 or Jennifer.Ngo@prc.sccgov.org

The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.



COUNTY OF SANTA CLARA

R. Aralar Jr. 11-24-15
Reynaldo Aralar Date
Procurement Manager

Jenti Vandertuig 11/25/15
Director of Procurement Date

CONTRACTOR

By: Thomas J. Calabro
Print: Thomas J. Calabro
Title: Vice President
Date: November 24, 2015

Attachments:
Exhibit C5, Price Summary and Contacts
Exhibit F, Statement of Work

A handwritten signature in black ink, appearing to be "Jenti Vandertuig".

**EXHIBIT C6
PRICING SUMMARY AND CONTACTS**

1. Pricing Summary

LINE NO.	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
1	CTMC – 1 Year Maintenance	1	\$12,000.00	\$12,000
Total Annual Renewal (Febraury 1, 2016 – January 31, 2017)				\$12,000

2. Contacts

- a. Computer Deductions, Inc.
Tom Calabro, VP
Phone: (916) 987-3600 x 200
Email: tcalabro@cdi-hq.com

- b. County Contact
Juan Gallardo, Director, Sheriff's Office Information Services
Phone: (408) 808-4663
Email: Juan.Gallardo@sheriff.sccgov.org



EXHIBIT F STATEMENT OF WORK

Background

The Santa Clara County Sheriff's Office has employed the CDI Consolidated Transaction Management Controller (CTMC) for more than a decade to support applicant livescan fingerprint processing. The CTMC was based on two redundant servers running SCO UnixWare clustered using Reliant Clustering, with a shared file system on a RAID 5 External Storage Array. The Reliant Cluster operated with a primary and a secondary, or backup, server that are both active. The primary server has control of all resources, while the secondary monitors the operation of the primary by tracking a "heartbeat" via a local Ethernet Network connection. If the "heartbeat" of the primary is lost, then the secondary will automatically claim all resources and take over primary operation.

Applications initially were written in ANSI C, with some components upgraded in 2009 to Java. The CTMC received Type II biographic record data from the Santa Clara County Applicant Scheduling Web Service via SMTP and supported five applicant livescans requesting Type II record data and submitting completed fingerprint NIST files via California Department of Justice (DOJ) Network AFIS Transaction Management System (NATMS) transfer using File Transfer Protocol (FTP) for submission to the California DOJ. Following submission to the California DOJ, the CTMC would retrieve an Acknowledgement file containing the California DOJ State Control Number (SCN).

The general workflow begins with the Applicant visiting the Santa Clara County Applicant Secure Website to register their personal data and then select a date, time, and place to be fingerprinted. The final step of registration returns a receipt containing a schedule ID to the Applicant that they will take with them when they go to be fingerprinted. After the successful registration of the Applicant data, the scheduling system formats a SMTP email that is delivered to the CTMC. When received, this email is processed and stored for later retrieval. At the scheduled time for the Applicant fingerprinting, the livescan operator creates a new livescan record entering the Applicant Scheduling ID generated at the time that the registration was completed, which is used to retrieve the personal data for the Applicant from the CTMC using the Identix Open File Communications Subsystem (OFCS) Protocol. At the CTMC, when the Scheduling ID is received the data is retrieved and formatted into an Identix B.TXT format and returned to the requesting livescan.

After data retrieval, the Applicant is fingerprinted, and the completed record is submitted to the CTMC for delivery to the California DOJ. The livescan delivers the Applicant Record using FTP by first transferring the transaction file containing the Applicant personal data and fingerprints, then creates a signal file on the CTMC to notify it that there is new business to process. The CTMC then picks up the transaction and delivers it the California DOJ NATMS Global Transaction Controller (GTC) using the same methodology. Once delivered to the California DOJ, the CTMC waits and pickups a delivery confirmation containing a State Control Number (SCN) and records this along with the time of delivery.

Proposed Upgrade

This Project will include the following components:

- Servers will be upgraded from a bare metal environment to a virtual machine provided by Santa Clara County, with the virtual environment taking over responsibility for clustering and redundancy
- Operating system will be upgraded from SCO UnixWare to a current version Microsoft Windows Advanced Server Software provided by Santa Clara County
- Applications will be upgraded from a mixed environment of ANSI C and Java to a pure Java environment

The proposed upgrade will support all existing operations and interfaces using current Microsoft Windows Server 2012(or Later) technology in a Virtual Appliance for the VMWare Virtual Environment. The Virtual Server will be hosted by the Santa Clara County Sheriff's Office VMWare Environment. Minimum Server requirements of 2 Processors and 8Gb of RAM will be required, with two network adapters; one adapter for the local Santa Clara County network, and one for the California DOJ CLETS network. All

redundancy, clustering, and external storage will be provided by the Santa Clara County Sheriff's Office VMWare environment.

Applications are written in Java and maintain current operations with all supported systems. The SMTP interface that accepts data from the Santa Clara County Applicant Scheduling System will be implemented in the new environment to function identically to the existing ANSI C based application, with the only change being that it will be written in Java. The livescan interface will maintain the existing Identix OFCS protocol, and continue to deliver a formatted Identix B.TXT file for record creation. Record delivery from the Livescan devices to the CTMC and then to the California DOJ GTC will remain unchanged, and will include record delivery and Acknowledgement processing using industry standard FBI EFTS protocols.

Because of the upgraded application base, some additional features will be provided. These features include an integrated Dashboard for reporting on record processing status and disposition, error reporting via SMTP Email to a pre-determined distribution list, and transaction history tracking. These additional features will be delivered as an integral part of the base system, and not as additional feature at an extra cost.

The pricing presented includes consideration for the current server equipment. CDI will remove and take possession of these servers and array.

Delivery and Deployment

The upgraded system will be set up, configured, and tested at CDI prior to deployment and delivered ready for use (RFU) to the Santa Clara County VMWare environment. Final configuration will be accomplished after delivery either remotely and/or with onsite support.

Delivery of the Controller Upgrade will be 45 days after a Purchase Order is received.

Price:

Turnkey Project with Fixed cost of \$15,000.00

Payment schedule:

- 33% (\$5000) at contract
- 33% (\$5000) at project start
- \$2,500 at RFU (app tested and ready for production)
- \$2,500 at production cutover or 30days after RFU whichever occurs first
- Standard annual maintenance due on 2/1/2016.

Tasks

- | | |
|---|---------|
| 1. Removal of old servers and array – | 8 hrs. |
| 2. Configuring and installing County provided Windows under VM's - | 32 hrs. |
| 3. Configuring CTMC for DOJ Connectivity – | 6 hrs. |
| 4. Configuring for Morpho Applicant and CRIM Livescan connectivity – | 6 hrs. |
| 5. Migrating the CDI email/internet scheduling system interface to CTMC – | 32 hrs. |
| 6. Migrating the accounting interface to the CTMC – | 32 hrs. |
| 7. Testing – | 32 hrs. |
| 8. Production Implementation | 4 hrs. |
| 9. Project Management | 8 hrs. |

Note : Hours listed above are for reference and planning purposes only, this is a Fixed Price Proposal. Santa Clara must provide Remote Access to servers via Secure VPN for 7x24 support.

Timeline

Estimated time = 160 man hours (This is an estimate only for use of scheduling and tracking, not for billing)

- Week 1 – 3 Develop JCTMC workflows and Java maillets
- Week 4 Configure VMs in Santa Clara environment
- Week 5 – 6 Integration testing, initial deployment and configuration
- Week 7 – 8 User acceptance testing, signoff, enter production

Santa Clara County will provide:

- Hardware
- VMWare environment and virtual machine
- VPN connection
- Physical access to computer facilities by CDI personnel

CDI will provide:

- Removal of old servers and array
- Configuring and installing County provided Windows under VM's
- Configuring CTMC for DOJ Connectivity
- Configuring for Morpho Applicant and CRIM Livescan connectivity
- Migrating the CDI email/internet scheduling system interface to CTMC
- Migrating the accounting interface to the CTMC
- Testing
- Production Implementation
- Project Management



