



Contract Number
18-874 A-3

SAP Number
4400010311

Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	909-387-0640
Contractor	NEC Corporation of America
Contractor Representative	Cindy Taylor
Telephone Number	(916) 261-2262
Contract Term	10/20/2018-10/19/2022
Original Contract Amount	\$1,080,000
Amendment Amount	\$ 360,000
Total Contract Amount	\$1,440,000
Cost Center	7080008836


Briefly describe the general nature of the contract:

AMENDMENT No. 3

Contract No. 18-874 with NEC Corporation of America to provide proprietary hardware maintenance and software support for the CAL-ID Automated Fingerprint Identification System is hereby amended to extend the Contract by one year, from October 20, 2018 through October 19, 2022, and increase the total contract amount by \$360,000, for a new total amount not to exceed \$1,440,000.

Except as amended, all other terms and conditions of this contract remain as stated therein.

FOR COUNTY USE ONLY

Approved as to Legal Form  Richard D. Luczak, Deputy County Counsel Date <u>11/29/2021</u>	Reviewed for Contract Compliance Date _____	Reviewed/Approved by Department  Kelly Welty, Chief Deputy Director of Sheriff's Administration Date <u>11/29/21</u>
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NEC NEC Corporation of America

THIRD AMENDMENT TO MAINTENANCE AGREEMENT

This **Third Amendment** is made to the Agreement – San Bernardino County Contract 18-874 - between the **San Bernardino County** (“**Customer**”) and **NEC Corporation of America** (“**NEC**”) effective dated December 4, 2018 (the “**Agreement**”). The following modified and added terms and conditions are made a part of the Agreement effective when signed by NEC and Customer, together known as (“**Parties**”).

WHEREAS NEC and Customer are parties to that NEC Maintenance Agreement – San Bernardino County Contract 18-874 with an effective date of December 4, 2018 (“**Agreement**”); and

WHEREAS, the Amended Agreement term expires on October 19, 2021 (“**Termination Date**”); and

WHEREAS, NEC and Customer now wish to extend the term of the Agreement from the Agreement Termination Date through October 19, 2022; and

NOW, THEREFORE, in consideration of the mutual covenants and understanding contained herein, the Parties hereby agree to amend the Agreement as follows:


1. Section 2, “Term of Agreement” is amended as follows: This Agreement shall be effective from October 20, 2021 and shall continue for a period of one (1) year (“**Renewal Term**”). After the Renewal Term, the parties may mutually agree, in writing, to renew the Agreement thereafter for additional twelve (12) month terms, upon the same terms and conditions contained herein (“**Renewal Term(s)**”), except NEC may adjust its service rates to conform to NEC’s prevailing local service rates for the renewal term. After the Initial Term, either party may terminate this AGREEMENT at any time upon ninety (90) days written notice.
2. Section 11.4 “Method of Payment” is amended as follows: If Payment for properly invoiced and approved maintenance charges under this Agreement is not remitted within sixty (60) days of proper invoice, NEC reserves the right to suspend further maintenance services under this Agreement upon ten (10) days written notice to CUSTOMER. Payment is due within sixty (60) days from the date of the invoice. Any invoices not paid within sixty (60) days shall incur a service charge of one and one-half percent (1 ½%) per month on any outstanding, overdue balance. If payment is not made within sixty (60) days, NEC reserves the right to suspend maintenance and support services until such invoices are paid.
3. Pricing for this term is as set forth in the attached Exhibit I: MBIS Maintenance Renewal Quote dated October 23, 2021.
4. All other terms and conditions in the Agreement, not amended above, will remain in effect. Alterations to this Amendment will not be valid unless accepted in writing by an NEC officer or authorized designee. To become effective, this Amendment must be signed by both parties:

NEC NEC Corporation of America

SAN BERNARDINO COUNTY

NEC CORPORATION OF AMERICA

By: 
Authorized Signature

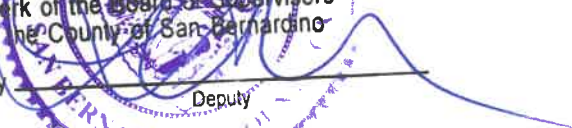
By: Jeff Siao 
Authorized Signature

Date: DEC 07 2021

Date: 11/9/2021 112421 112421

Name and Title: Curt Hagman, Chairman,
Board of Supervisors
(please type or print)

Name and Title: Jeff Siao Sr. Manager - Supp
(please type or print)

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MCNEEL
Clerk of the Board of Supervisors
of the County of San Bernardino
By 
Deputy

NEC NEC Corporation of America

October 23, 2021

Lieutenant Albert Anolin
County of San Bernardino
880 East Mill Street
San Bernardino, CA 92415

****Quote****

Dear Lt. Anolin:

The term of your maintenance agreement on your NEC MBIS (Multimodal Biometric Identification System) equipment is due for renewal on October 20, 2021. The annual maintenance charges (AMC) for 2021/22 will be \$360,000.00. Please accept this letter as notification of the renewal of your NEC AFIS maintenance coverage effective October 20, 2021 through October 19, 2022.

Service	AMC
24x7 Maintenance & Support	\$ 296,608.00
Dedicated Onsite Engineer - 3 days per week	\$ 63,392.00
Total Annual Amount	\$ 360,000.00

This is not an invoice. Invoices will be sent separately from our billing team upon receipt of a purchase order.

The NECAM team is proud of our history supporting national, state and local law enforcement in their crucial roles and we are committed to providing you with excellent service and support. NEC appreciates your past business and we look forward to fulfilling your future AFIS needs.

Sincerely,

Cindy Taylor

Cindy Taylor
Sr. Project Coordinator
NEC Corporation of America
Ph: 916-463-7070
cindy.taylor@necam.com