



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ALEX VILLANUEVA, SHERIFF



January 29, 2019

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

32 January 29, 2019

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE A SOLE SOURCE AMENDMENT TO EXTEND AGREEMENT
NUMBER 42201 WITH DATAWORKS PLUS, LLC TO PROVIDE DIGITAL
MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is requesting authorization from the Board to execute Amendment Number One (Amendment) to extend Sole Source Agreement Number 42201 (Agreement) with DataWorks Plus, LLC (DataWorks) for continued maintenance and support services (Services) of the Department's Los Angeles Photo Manager System (LAPH System), also known as the Digital Mugshot System.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and sign the attached Amendment to the Agreement with DataWorks to, among other things: (1) extend the Term of the Agreement for two years plus two one-year Option Terms, beyond the current expiration date of February 7, 2019, and (2) increase the Maximum Contract Sum by \$2,536,303.08.

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —

2. Delegate authority to the Sheriff, or his authorized designee, to exercise the extension options if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This Sole Source Amendment is necessary to ensure the continued operation of the LAPH System. The proposed Amendment will allow the Department to complete the solicitation process for a replacement system. The Department anticipates issuing a new solicitation in the last calendar quarter of 2019.

The LAPH System is a critical part of the Los Angeles County Regional Identification System (LACRIS) network. The LAPH System captures, stores, archives, and retrieves personal identification images and data within the network with highly sophisticated proprietary functions designed specifically for the County. The LAPH System interfaces with the LACRIS managed Multimodal Biometric Identification System and other systems throughout the County.

The LAPH System is proprietary to DataWorks. DataWorks does not license, certify, nor otherwise endorse any third party to maintain its proprietary technology. Continued Services for the LAPH System will ensure the uninterrupted operational status of LACRIS.

Implementation of Strategic Plan Goals

The Services provided under this Agreement support the County's Strategic Plan, Goal 3 – Integrated Services Delivery; maximizing the opportunities to measurably improve client and community outcomes, and leverage resources through the continuous integration of public safety services.

FISCAL IMPACT/FINANCING

The cost for the proposed extension term is \$2,536,303.08, increasing the Maximum Contract Sum to \$4,636,706.94.

Allocations will be appropriated solely from the Department's Automated Fingerprint Identification System (AFIS) fund (Number 41079) which is administered by the Remote Access Network (RAN) Board. There is no net County cost for the proposed extension.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 2008, following a competitive solicitation, the Department acquired the LAPH System which included software licensing, maintenance, and support under an Internal Services Department (ISD) issued Master Agreement (MA). The MA expired on September 30, 2013.

On January 16, 2014, ISD executed a Purchase Order (PO) on behalf of the Department to purchase four additional servers to improve the response time for the facial recognition software and expand the number of concurrent users for training and LAPH System queries.

On November 17, 2014, ISD executed a PO on behalf of the Department to upgrade the LAPH System's Cognitec facial recognition software, add a Cal-Photo XML interface, add case management software with pose correction, and provide a mobile gateway solution to allow the LAPH System access for deputies using mobile devices.

The Agreement requires DataWorks to be in compliance with all Board and County Chief Executive Office requirements.

The Chief Information Office (CIO) has reviewed this Board letter as well as the Department's sole source justification, and recommends approval. The CIO has further determined that a CIO Analysis is not required for the recommended action as it represents a continuation of the original Agreement, and contains no new Information Technology (IT) matters requiring review.

The Amendment has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

On February 8, 2015, the Board authorized the Sheriff to enter into Agreement with DataWorks to provide continuing proprietary Services to the LAPH System.

On October 11, 2018, the Department submitted to the Board an Advance Notification of its intent to enter into negotiations for a Sole Source Amendment to extend the Agreement with DataWorks.

The Department has targeted the last calendar quarter of 2019 to release a Request for Proposals to purchase a replacement digital mugshot system, as well as ongoing Services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure continued Services for, and uninterrupted operation of, the LAPH System.

CONCLUSION

Upon Board approval, please return two adopted copies of this Board letter and two original executed copies of the Amendment to the Department's Contracts Unit.

Should you have any questions, please contact Assistant Director Dave Culver, Fiscal Administration, at (213) 229-3260.

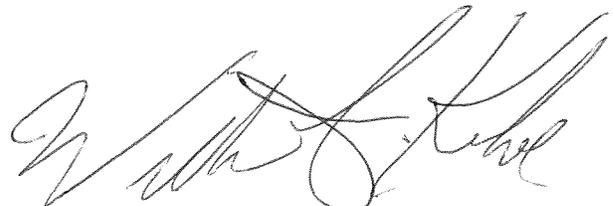
Sincerely,

Reviewed by:

ALEX VILLANUEVA, SHERIFF



RAY LEVA
EXECUTIVE OFFICER



WILLIAM S. KEHOE
CHIEF INFORMATION OFFICER

**AMENDMENT NUMBER ONE TO
AGREEMENT NUMBER 42201 FOR
DIGITAL MUGSHOT SYSTEM MAINTENANCE AND SUPPORT SERVICES**

This Amendment Number One (Amendment) to Agreement Number 42201 (Agreement) is made and entered into this 29th day of January, 2019 by and between County of Los Angeles (County) and Dataworks Plus, LLC (Contractor), effective upon execution by both parties.

- A. WHEREAS, on January 27, 2015, County and Dataworks Plus, LLC (Dataworks) entered into the Agreement for Digital Mugshot System Maintenance and Support Services for the Term of February 8, 2015 through February 7, 2019; and
- B. WHEREAS, the Agreement will expire February 7, 2019; and
- C. WHEREAS, County desires to (1) extend the Term of the Agreement for an additional two-year period from February 8, 2019 through February 7, 2021, plus two one-year Option Terms, (2) increase the Maximum Contract Sum of the Agreement, (3) update Exhibit C (Price Sheet and Equipment List) of the Agreement, (4) revise County-mandated provisions regarding the GAIN/GROW Program, Assignment by Contractor, Quality Assurance Plan, Safely Surrendered Baby Law, and Local Small Business Enterprise (SBE) Preference Program, (5) add the County-mandated provisions regarding Technology Errors & Omissions Insurance, Privacy/Network Security (Cyber) Liability, Default Method of Payment: Direct Deposit or Electronic Funds Transfers, County's Zero Tolerance Policy on Human Trafficking, Compliance with Fair Chance Employment Practices, and Compliance with the County Policy of Equity, and (6) add Exhibit S, Compliance with Fair Chance Employment Hiring Practices Certification, to the Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for good and valuable consideration, County and Contractor hereby agree to amend the Agreement as follows:

- 1. Section 7 (Term) of the Agreement is deleted in its entirety and replaced as follows to extend the Term of the Agreement through February 7, 2021.

7. TERM

- 7.1 The Term of this Agreement shall commence February 8, 2015 and shall terminate on February 7, 2021, unless terminated earlier in whole or in part, as provided in this Agreement.

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- 7.2 County shall have the sole option to extend the Term of this Agreement for up to two (2) consecutive one-year periods (each an Option Term), for a total term not to exceed four (4) years. Each such extension shall be in the form of a written Amendment pursuant to Paragraph 6.2.
 - 7.3 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an extension option.
 - 7.4 Contractor shall notify the Department when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Subparagraph 3.1.1 (County Project Director) of this Agreement.
2. Paragraph 8.2 (Maximum Contract Sum) of the Agreement is deleted in its entirety and replaced as follows to increase the Maximum Contract Sum by \$2,536,303.08 from \$2,100,403.86 to \$4,636,706.94 for the additional two-year period, and the additional two one-year Option Terms:

8.2 Maximum Contract Sum

The Maximum Contract Sum under this Agreement shall be the total monetary amount that would be payable by County to Contractor for providing required Work under this Agreement for the Term, including an allocation of \$460,000 in contingency funds, to cover System-related professional services requested by County and other exclusions identified in Section 21.0 (Exclusions) of Exhibit B (Statement of Work) of this Agreement. The Maximum Contract Sum for this Agreement, including such contingency funds and applicable Taxes authorized by County hereunder, shall in no event, expressly or by implication, exceed \$4,636,706.94, and shall be allocated as set forth in Exhibit C (Price Sheet and Equipment List) of this Agreement. Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price that is an agreed upon assessment of the amount to be paid by County to Contractor for the Term of the Agreement.

3. Section 10 (Invoices and Payments), Paragraph 10.8 (Default Method of Payment: Direct Deposit or Electronic Funds Transfer), a County-mandated provision, is added to the Agreement as follows:

10.8 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

10.8.1 County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an Agreement with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

10.8.2 Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

10.8.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

10.8.4 At any time during the duration of the Agreement, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

4. Subparagraphs 12.3.5 (Technology Errors & Omissions Insurance) and 12.3.6 (Privacy/Network Security (Cyber) Liability), both County-mandated provisions, are added to Exhibit A (Additional Terms and Conditions) of the Agreement as follows:

12.3.5 Technology Errors & Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or

hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

12.3.6 Privacy/Network Security (Cyber) Liability

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

5. Section 26.0 (Consideration of GAIN/GROW Participants) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision:

26.0 CONSIDERATION OF HIRING GAIN-GROW PARTICIPANTS

26.1 Should Contractor require additional or replacement personnel after the effective date of this Master Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to Contractor. Contractor shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and BSERVICES@wdacs.lacounty.gov to obtain a list of qualified GAIN-GROW job candidates.

26.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

6. Section 39.0 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to revise the County-mandated provision:

39.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 39.1 Contractor shall notify County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.
- 39.2 Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 39.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- 39.4 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
7. Section 45.0 (County's Quality Assurance Plan) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision:

45.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent(s) will monitor Contractor's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

8. Section 49.0 (Safely Surrendered Baby Law) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision:

49.0 SAFELY SURRENDERED BABY LAW

49.1 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

49.2 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

9. Section 59.0 (Local Small Business Enterprise (SBE) Preference Program) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision:

59.0 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

- 59.1 This Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 59.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 59.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 59.4 If Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:
1. Pay to County any difference between the Agreement amount and what County's costs would have been if the Agreement had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the Agreement; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting an Agreement award.

10. Section 66.0 (Compliance with County's Zero Tolerance Policy of Human Trafficking), a County-mandated provision, is added to Exhibit A (Additional Terms and Conditions) of the Agreement as follows:

66.0 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

Contractor acknowledges that County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If Contractor or member of Contractor's staff is convicted of a human trafficking offense, County shall require that Contractor or member of Contractor's staff be removed immediately from performing services under the Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

11. Section 67.0 (Compliance with Fair Chance Employment Practices), a County-mandated provision, is added to Exhibit A (Additional Terms and Conditions) of the Agreement as follows:

67.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

67.1 Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

67.2 Contractor's certification of compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 is attached as Exhibit S (Compliance with Fair Chance Employment Hiring Practices Certification) of the Master Agreement.

12. Section 68.0 (Compliance with the County Policy of Equity), a County-mandated provision is added to Exhibit A (Additional Terms and Conditions) of the Agreement as follows:

68.0 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

Contractor acknowledges that County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its subcontractors to uphold County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

13. Exhibit C (Price Sheet and Equipment List) to the Agreement is deleted in its entirety and replaced with revised Exhibit C (Price Sheet and Equipment List) to add the additional two-year period, and the additional two one-year Option Terms.
14. Exhibit S (Compliance with Fair Chance Employment Hiring Practices Certification) is added to the Agreement.
14. Except as expressly provided in this Amendment, all other terms, and conditions of the Agreement shall remain the same and in full force and effect.
15. Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number One to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has caused this Amendment Number One to be executed on its behalf by its duly authorized officer.



COUNTY OF LOS ANGELES

By: Karmyn Barger

CHAIR, PRO TEM, BOARD OF SUPERVISORS

ATTEST:
CELIA ZAVALA
Executive Officer-Clerk of the Board
Los Angeles County
Board of Supervisors

By: Danya Ruiz
Deputy

DATAWORKS PLUS, LLC

Signed: Todd Pastorini

Printed: TODD PASTORINI

Title: GENERAL MANAGER

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By: Cammy DuPont
CAMMY DuPONT
Principal Deputy County Counsel

CELIA ZAVALA
Executive Officer
Clerk of the Board of Supervisors

By: Danya Ruiz
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

32 JAN 29 2019

Celia Zavala
CELIA ZAVALA
EXECUTIVE OFFICER

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**EXHIBIT C
PRICE SHEET AND EQUIPMENT LIST**

(Amended and restated under Amendment Number One)

PRICE SHEET

Maintenance and Support Cost	Year 1	Year 2	Year 3	Year 4	Total 4-Year Cost
	Feb 8, 2019 - Feb 7, 2020	Feb 8, 2020- Feb 7, 2021	Feb 8, 2021 - Feb 7, 2022	Feb 8, 2022- Feb 7, 2023	
Current Equip Configuration	* \$ 429,967.57	\$ 445,927.57	\$ 445,927.57	\$ 445,927.57	\$ 1,767,750.28
Upgrade Cognitec Engine **	\$ 195,000.00	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00	\$ 229,500.00
Upgrade Rank One Engine ***	\$ 330,000.00	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	\$ 468,000.00
Upgrade Equip	\$ -	\$ 71,052.80			\$ 71,052.80
Amendment 1 Cost:	\$ 954,967.57	\$ 574,480.37	\$ 503,427.57	\$ 503,427.57	\$ 2,536,303.08
<i>Original Contract Maximum Sum:</i>					\$ 2,100,403.86
Amended Maximum Contract Sum:					\$ 4,636,706.94

Time-and-Material Rate:

8 a.m. - 5 p.m. (Monday - Friday local time)	\$180 per hour, 2 hours minimum charge
After 5 p.m., Saturday, Sunday, and Holidays	\$260 per hour, 2 hours minimum charge

* Pro-rated due to ABS items under warranty. Removal of support of NEC engine.

** Milestone 1: Upgrade Cognitec software. Includes one year warranty

*** Milestone 2: Upgrade Rank One Engine. Includes one year warranty. Includes 5 years of Manufacturer updates

Note: Contingency funding for professional services not covered under the Agreement, as stated in Section 21.0 (Exclusions) of Exhibit B (Statement of Work).

Contractor shall replace failed equipment pursuant to Paragraph 22.5 of Section 22.0 (Assumptions) of the Statement of Work, with similar or better quality equipment, at no cost to the County, within a mutually agreed upon time frame, throughout the Term of the Agreement and any extensions exercised by the County.

Contractor shall perform teardown, move, and reconfiguration (TMR) services at no cost to the County. Refer to Paragraph 4.2 of Exhibit B (Statement of Work) of the Agreement.

Equipment/software Acceptance Date: 5/6/2014

Year-3 & Year-4 Notes:

Customer may reduce annual support of Automated Booking System and Mobile Gateway components with 30-days notice based on a prorated amount.

Description	Annual Reduction
Automated Booking System	\$ 31,920.00
Rapid-ID Transaction Controller	\$ 5,600.00
Rapid-ID Software for 4000 BlueChecks	\$ 80,500.00

County of Los Angeles
Sheriff's Department

EXHIBIT C
PRICE SHEET AND EQUIPMENT LIST
(Amended and Restated Under Amendment Number One)
EQUIPMENT LIST

Hardware purchased from DataWorks Job # 15-00145:

Primary Server:

- ***Dell PowerEdge R730xd***
 - **CPU:** Dual Intel Xeon E5-2695 v3 2.3Ghz 14core
 - **Ram:** 256 Gigabytes 2133 MT/s RDIMM's
 - **Disk:** 4 x 1.6TB 12GB SSD's Raid 10, 10 x 6TB 7.2k NLSAS Raid 6
 - **OS:** VMWare ESXi 5.5 Enterprise, Windows Server 2012 R2 Datacenter
 - **Power:** Dual redundant 1100w Power supplies

Secondary Server:

- ***Dell PowerEdge R730xd***
 - **CPU:** Dual Intel Xeon E5-2695 v3 2.3Ghz 14core
 - **Ram:** 256 Gigabytes 2133 MT/s RDIMM's
 - **Disk:** 4 x 1.6TB 12GB SSD's Raid 10, 10 x 6TB 7.2k NLSAS Raid 6
 - **OS:** VMWare ESXi 5.5 Enterprise, Windows Server 2012 R2 Datacenter
 - **Power:** Dual redundant 1100w Power supplies

Backup Server:

- ***Dell PowerEdge R730xd***
 - **CPU:** Dual Intel Xeon E5-2695 v3 2.3Ghz 14core
 - **Ram:** 256 Gigabytes 2133 MT/s RDIMM's
 - **Disk:** 4 x 1.6TB 12GB SSD's Raid 10, 10 x 6TB 7.2k NLSAS Raid 6
 - **OS:** VMWare ESXi 5.5 Enterprise, Windows Server 2012 R2 Datacenter
 - **Power:** Dual redundant 1100w Power supplies

Backup Disk Array:

- ***Dell PowerVault MD3600i***
 - **Controller:** Dual 4G Cache Controller
 - **Disk:** 12 x 4TB 7.2k NLSAS Raid 5 (36TB usable)
 - **Power:** Redundant 600W Power supplies

Matching Servers:

- ***Dell PowerEdge R630 x 4***
 - **CPU:** Dual Intel Xeon E5-2699 v3 2.3Ghz 18core
 - **Ram:** 128 Gigabytes 2133 MT/s RDIMM's
 - **Disk:** 2 x 300GB 6GB SAS 15k Raid 1
 - **OS:** Windows Server 2012 R2 Standard
 - **Power:** Dual redundant 750w Power supplies

Network Switches:

- **Dell Power Connect N4032F**
 - **Ports:** 24 x 10GbE SFP+ (Fiber)
 - **Power:** Dual Power supplies
 - **Cables:** 23 x 3m SFP+ 10GbE

- **Dell Power Connect N4032**
 - **Ports:** 24 x 10GBase-T (Copper)
 - **Power:** Dual Power supplies
 - **Cables:** 23 x 3m Cat7

KVM:

- **Dell Digital KVM 2016**
 - **Cables:** Included

Software:

- **Microsoft SQL server 2012 Enterprise (12 cores)**
- **VMware VCenter standard**

Digital PhotoManager/NIST Manager Plus Application Server Software:

- Digital PhotoManager Server Edition for Active/Active Cluster
- Digital PhotoManager Index Server
- NIST Manager Plus Server Edition for Active/Active Cluster
- WebWorks Server Edition for 6 servers (Built in Failover/load balancing)
- WebWorks Plus for 250 Concurrent User
- WebWorks Express for Unlimited Concurrent Users
- NISTWorks for 10 Concurrent Users

Backup Server Processing Software:

- Digital PhotoManager/NIST Manager Plus Standby SQL Server Application Software
- Microsoft Windows Enterprise Server 2003
- Microsoft SQL Server 2005 Standard Edition

Facial Recognition Server:

- Microsoft Windows Enterprise Server 2003
- Face Plus Server Edition using the Cognitec engine
- Mobile Face Recognition
- Face Recognition Watchlist

Tattoo Recognition Server:

- Tattoo Matching Server Edition

Composite Drawing Server with dual processor:

- Microsoft Windows Enterprise Server 2003
- Faces 4.0 Composite drawing software for 25 Concurrent connections
- Microsoft Terminal server 25 connections

Interfaces:

- Cal-Photo
- LAFIS
- Web service for image enabling LA RMS applications
- California DOJ Justice Identity Manager

Hardware purchased from DataWorks Job # 14-00116 EOL 2/18/2020:

Four (4) Facial Recognition Servers:

- PowerEdge R620 Rack Version for Facial Recognition
- Service Tags: 94FTFZ1, 94GTFZ1, 94FVFZ1, 94FWFZ1
- Two (2) Intel Xeon E5-2650 2.00GHz, 20M Cache, 8.0GT/s QPI, Turbo, 8C, 95W, Max Mem 1600MHz
- 32GB UDIMM, 1333MT/s, Low Volt, Dual Rank, x8 Data Width
- Two (2) 300 GB 10kRPM SAS Raid 1
- Broadcom 5720 QP 1GB Network Daughter Card
- PERC H310 Integrated RAID Controller
- DVD-ROM
- Keyboard and Mouse
- Windows Server 2012, Standard x64, Incl Hpyer-V, Incl 5 CALS
- No Monitor

System purchased from DataWorks Job # 14-00927:

Facial Recognition Upgrade:

- Engine Upgrades:
 - Add 1,000,000 image templates of B7 (Cognitec Engine)
 - Upgrade 7,000,000 total image templates to B7 (Cognitec Engine)
- Case Management:
 - Add Case Management with Pose Correction
- Mobile Facial Recognition:
 - Web-Based Client for iOS, Android (current versions) & Windows 8 tablet
 - Facial Recognition Mobile Application for 250 devices
- Reporting/Transaction
 - DataWorks Local Reporting/Transaction Controller Server:
 - Dell PowerEdge R620
 - Intel® Xeon® E5-2620 2.00GHz, 15M Cache, 7.2GT/s QPI, Turbo, 6C, 95W, Max
 - Mem 1333MHz
 - 16GB RDIMM, 1600MT/s, Low Volt, Dual Rank, x4 Data Width
 - Two (2) 500GB 7.2K RPM SATA 2.5-in HotPlug Hard Drive
 - SW RAID 1 for S110
 - Single, Hot-plug Power Supply, NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet
 - Broadcom 5720 QP 1Gb Network Daughter Card
 - Windows Server®2012 Standard
 - No Monitor
 - DataWorks RAPID-ID Transaction Controller Software & Reports:
 - DataWorks RAPID-ID Reporting Module
 - DataWorks Transaction Controller Module
 - FBI/RISC Portal Service
 - LOCAL AFIS Interface Protocol
 - RAPID-ID Software for current LACRIS Bluecheck Deployment (4,000 Units):
 - DataWorks' RAPID-ID Software includes the device server access, license, and user documentation
 - Biometric Login Verification; Fingerprint verification service with 1 to 1 comparison algorithm for user authentication.

System purchased from DataWorks Job # 16-01349:

County Wide Automated Booking System (ABS):

Components:

- **Mobile Web Client:** The PreBook Web client presents data entry pages to LASD patrol officers via mobile device (either MDC or tablet) and captures booking data entered by the officers. The Web Client controls the display of data entry pages according to mandatory forms, options, and other logic to be provided by LASD. After the officer enters and reviews the booking data, the Web Client formats the data and submits it to the PreBook Web Server.
- **Web Server:** The PreBook Web Server hosts all PreBook components, and provides a web service that may be called by LASD Livescans to populate booking descriptors from any entry that has been captured through PreBook.
- **Report Module:** Users (depending on privilege) may generate reports through the Report Module, which accepts requests from Web Clients, queries the PreBook transaction logs, and formats reports for display and printing.

High-Level Workflow:

1. User obtains booking number via existing procedures.
2. User launches PreBook website and logs in using JIM credentials.
3. If the user has administrator credentials, PreBook displays Admin options on web page.
4. User may select New Booking, Edit Booking, or Print Booking.

5. **New Booking:** User fills in mandatory booking data, PreBook validates entered fields.
6. User selects additional booking forms to be filled out.
7. For each form selected, user fills out required data. User clicks NEXT after completing each form.
8. After data entry is complete, PreBook displays a review page. User may edit or click SUBMIT.
9. PreBook saves the entered booking record.

10. **Edit Booking:** User selects EDIT RECORD and enters existing booking record.
11. PreBook fetches and displays the record.
12. User may edit any data except name (last, first, M.I., suffix) and arresting agency.
13. User clicks SAVE AND SUBMIT to save the modified record in the database.

14. **Print Booking:** User selects PRINT RECORD and enters existing booking record.
15. PreBook fetches the record and formats the record data in a PDF form.
16. User may select to print or save the PDF.
17. LASD Livescan stations may fetch booking records via PreBook's web service.

Interfaces:

- PreBook formats booking records according to the Global Justice XML Data Model (GJXDM).
- External applications may access available booking data records via the PreBook Web Server.
- Specific data formats for the booking records generated by PreBook will be provided by LASD.

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES
CERTIFICATION**

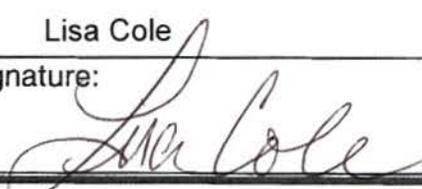
Company Name: DataWorks Plus, LLC		
Company Address: 728 N. Pleasantburg Drive		
City: Greenville,	State: SC	Zip Code: 29607
Telephone Number: 864-672-6725	Email address: lcole@dataworksplus.com	
Agreement for Digital Mugshot System Maintenance and Support Services		

CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that Contractor and staff performing work under the Agreement will be in compliance. Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Agreement, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name: Lisa Cole	Title: HR/Off Manager
Signature: 	Date: 12/5/18